

**RELEASE DATE: MAY 7, 2025**  
**REQUEST FOR QUALIFICATIONS (“RFQ”)**

The Burbank-Glendale-Pasadena Airport Authority is soliciting qualifications from artists to license under contract for:

# **HOLLYWOOD BURBANK AIRPORT REPLACEMENT TERMINAL LIGHT BOX ARTWORK**



**HOLLYWOOD BURBANK AIRPORT**  
**RFQ NO. ADM25-04**

**RESPONSES DUE: JUNE 11, 2025 AT 5:00 P.M. VIA SLIDEROOM**

**Q&A DEADLINE: ALL QUESTIONS/REQUESTS FOR CLARIFICATION  
MUST BE RECEIVED BY MAY 21, 2025 AT 5:00 P.M.**



# Hollywood Burbank Airport

HOLLYWOOD BURBANK AIRPORT REPLACEMENT TERMINAL

**LIGHT BOX ARTWORK**

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RFQ NO. ADM25-04**

## SUMMARY

The Burbank-Glendale-Pasadena Airport Authority (“Authority”) is pleased to solicit artist qualifications to create artwork to be licensed for temporary display in interior light boxes within the new Replacement Passenger Terminal (“RPT”) of the Hollywood Burbank Airport (“Airport”). A pool of artists will be selected for the project. Each selected artist will be required to enter into an Artwork License Agreement (“Agreement”) with the Authority in substantially the form set forth in Attachment A and will receive a lump sum fee of \$5,000 for a 12-month licensing period as set forth in the Agreement. BUR RPT Renderings can be found on the project website: <https://elevatebur.com/design-renderings/>.

This is an open competition, where artists do not need public art experience in order to apply. The submittal requirements, evaluation criteria, selection process, and contract award for the successful candidates are described below. Responses must remain valid for 120 days from the due date.

The Authority is committed to a major investment in high-quality, innovative, and contemporary art to celebrate the cultural, historic, and environmental elements of Burbank, Glendale, and Pasadena while creating new experiences for travelers, customers, and the community. Programmatically, the artwork commissioned must be aligned with airport operations and customer service goals and will tap into experiential connections that help define a sense of place through welcoming and surprising elements, which remain fresh and relevant, even for frequent flyers or those who work at the Airport.

## **AIRPORT BACKGROUND INFORMATION**

Hollywood Burbank Airport, located about 12 miles north of Downtown Los Angeles, has been serving the region as a commercial service airport since 1930. At the time of its construction in the Spanish Revival style, which was popular at the time, the terminal building was considered the archetype for airports in the United States.

The Airport played a critical role in World War II with the Lockheed Aircraft plant adjacent to the site, and Lockheed used the Airport to test and deliver thousands of aircraft used in combat. Many aviation pioneers kept planes at or flew through Burbank, including Howard Hughes, Charles Lindbergh, and Amelia Earhart.

The Airport's ownership has changed through the years, and accordingly, it has been named United Airport (1930–1934), Union Air Terminal (1934–1940), Lockheed Air Terminal (1940–1967), Hollywood-Burbank Airport (1967–1978), Burbank–Glendale–Pasadena Airport (1978–2003), and Bob Hope Airport (in honor of local celebrity and comedian). It was re-branded as Hollywood Burbank Airport in 2017.

BUR is a medium-sized airport hub, located approximately 12 miles north of Downtown Los Angeles, serving the greater Los Angeles metropolitan

area. BUR is the closest airport to the majority of popular tourist destinations in LA, including points of interest in Pasadena and the San Fernando Valley. In 2024, BUR served 6.5 million passengers. BUR currently offers more than 30 nonstop services from 9 commercial airlines: Southwest, Alaska, United, American, Delta, JetBlue, Avelo, Frontier and Spirit. BUR also has two on-site, fixed-base operators, Million Air Burbank, and Atlantic Aviation. It features a passenger terminal with 14 gates. The Authority is a joint powers agency formed by the Cities of Burbank, Glendale, and Pasadena. The Authority is governed by a nine-member Commission, composed of three appointees from each of these cities.

## **ELEVATE BUR**

Elevate BUR involves the replacement and upgrade of the Airport's existing 14-gate passenger terminal. The new terminal building will be 355,000 square feet and the Airport will continue to provide 6,637 public parking spaces. Upon the opening of the new terminal building in 2026, the current terminal building shall be closed and demolished.

The Authority set out a vision for the RPT to preserve the cherished qualities of the Airport while incorporating new, innovative, sustainable, accessible, and community-driven engagement and ideas throughout the design process.

First and foremost, the new complex will create an experience that is deeply rooted in community connections and a strong "sense of place". It will be reflective of the people, culture, history, and architectural legacy of the people and greater region that it serves and be deeply influenced by and responsive to the input gained through the public design charrette process and various outreach activities of the Authority. The RPT will deliver a memorable "gateway experience" for travelers who begin and end their visit at the Airport.

The Airport will maintain the convenient and quick passenger experience that is a key characteristic of the existing terminal. It will have an efficient and intuitive configuration, fast processing, intuitive wayfinding, clarity of spaces, personalized services, natural daylighting, and comfortable user-focused spaces. It will seamlessly accommodate evolving and diverse traveler groups to inclusively serve its users.

The design of the RPT will be driven by operational excellence. Efficient passenger and aviation operations, safety, and security will be optimized to serve the needs of the passengers, the Authority, airlines, other tenants and stakeholders, and the broader community. At the same time, the development will be capital and operating cost-effective and cognizant of Authority and airline operating programs and procedures, and issues of operational resilience, maintainability, and long-term ownership.

Finally, the design will recognize the inevitable change that defines the aviation industry. The design will be adaptable and flexible to meet changing trends, demographics, airline and airport needs, goals, and operational requirements. The terminal's Design Concept is known as the Icon, inspired by the glitz and glamor of Hollywood, in recognition of the film industry's roots. The structure will feature a dramatic overarching canopy that morphs into a silver screen, flanking the parking structure that faces a public plaza in which an illuminated exterior sculpture by artist Cliff Garten will be located. The terminal's interior is equally impressive, and this is where a suspended sculpture by artist Glenn Kaino will be showcased.

The Airport gates are accessed through three terminal connector modules, with light boxes in each location. These light boxes will be dedicated to rotating displays of artworks and are the subject of this RFQ.

## **CURATORIAL CONSIDERATIONS**

The light boxes will be arranged in triptychs (i.e. one artwork consisting of three consecutive panels). One triptych will be featured at each of the three terminal connector modules. A different artist will be selected for each location, with their artwork on display for approximately 12 months (4 months in each connector module), at which point the artwork will be rotated out to feature a new group of artists.

To furnish content for these displays, a pool of artists will be selected to create artworks that celebrate the rich aviation history of the Airport, and/or explore the unique characteristics of the Airport's governing cities of Burbank, Glendale and Pasadena.

The artworks will be reproduced by the Authority as high quality transparencies suitable for light box display.

AI generated content, and content that is not the artist's original work, is not allowed for this project.

## **ELIGIBILITY**

Artists that live within, or are connected to the cities of Burbank, Glendale, and Pasadena, are highly encouraged to apply, as are artists that understand the unique characteristics of these communities and are able to integrate these characteristics into the artwork.

This project is open to both professional and emerging artists 18 years of age and older who reside in the United States.

This commission is intended for an individual artist and not a large-scale studio. Artist teams are not encouraged to apply.

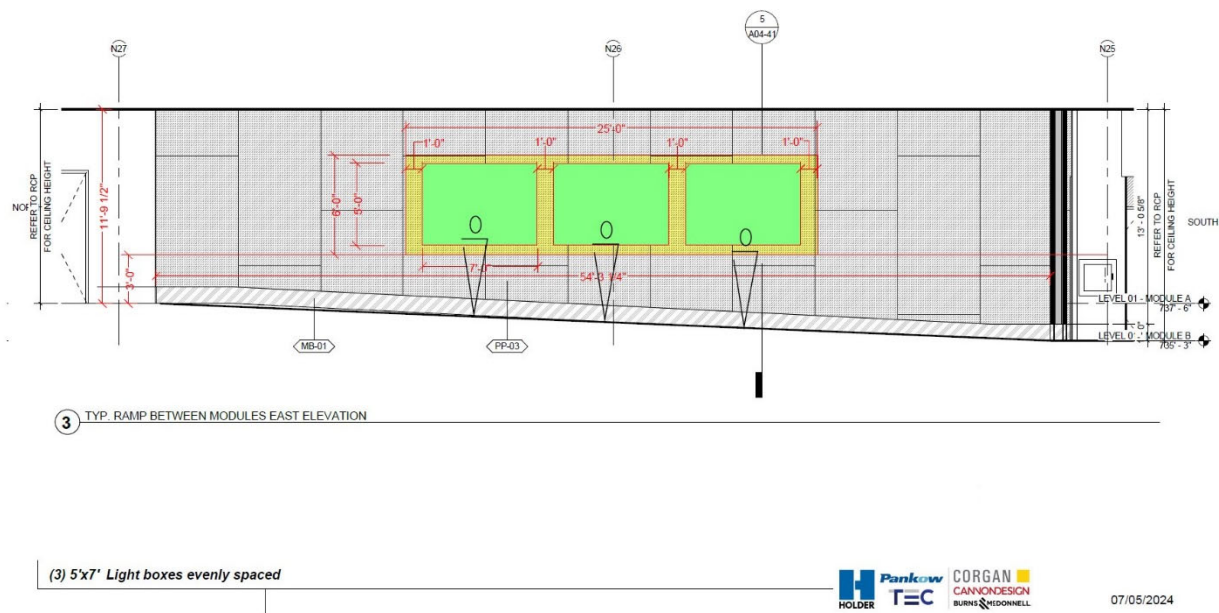
## **MINIMUM QUALIFICATIONS**

Artists do not need to have completed a public art commission in order to be considered. The Authority is seeking artist candidates that will be able help it creatively celebrate the Airport and the cities of Burbank, Glendale and Pasadena.

## **SCOPE OF SERVICES**

The selected artists will grant the Authority an exclusive license for public display of their artwork during a twelve-month period. The selected candidates shall create one new and original 2-D artwork consisting of a tryptic of images ready for reproduction across three consecutive 5'H x 7'W light boxes. The artwork shall be completed at scale, and must be created as a digital format, or be a physical artwork ready for scanning and/or photography to enable printing as a transparency. The contracted scope also requires delivery to and pick up from a scanning and/or photography facility in the Los Angeles region. The scanning service costs are not part of the artists' scope. Detailed technical requirements for artwork preparation will be provided to the top-ranking candidates qualified to develop proposals.

Typical layout for one tryptic within a connector module is illustrated below:



## INTELLECTUAL PROPERTY RIGHTS

The selected artists shall create original artwork to be licensed for temporary display as part of an agreement with the Authority.

See Attachment A for more detail.

## PROCUREMENT SCHEDULE

The anticipated schedule for this competitive selection process is listed below. The schedule is subject to change at the sole discretion of the Authority. Please check the SlideRoom website for the latest schedule.

RFQ Issued	May 7, 2025
Deadline for questions / clarifications	May 21, 2025

Final responses to questions / classifications issued	May 28, 2025
Deadline for RFQ submissions	June 11, 2025
Panel evaluation of qualifications	by June 30 2025
Shortlisted artists notification	Week of July 14, 2025
Proposal mid-point reviews	Week of August 11, 2025
Proposal submissions due	September 3, 2025
Artist Review Panel evaluation of proposals	Week of September 8, 2025
Commission approval of recommended artists	October 2025
Artist under contract	November 2025
Final Artworks due for scanning/photography/printing	Spring 2025
Artwork Rotation Period	October 2026-2029

## QUESTIONS

The Authority has designated its Art Consultant, Susan F. Gray & Co. LLC (Susan Gray at [susanfgray@gmail.com](mailto:susanfgray@gmail.com)) as the primary contact for any inquiries or requests for clarification concerning this procurement. Such inquiries shall be submitted initially in writing via e-mail. Applicants shall



limit all communications during the procurement process until the notification of proposed artist selection(s) through this designated contact, and failure to adhere to this limitation may be grounds for disqualification from consideration for the contract award. Any substantive replies will be issued as a written addendum and posted on PlanetBids. No questions or requests for clarification related to this RFQ will be accepted after 5:00 p.m. on May 21, 2025. Questions received after the deadline will not be addressed.

When submitting a request for clarification, applicants are encouraged to reference the RFQ or Attachment page and section pertinent to the question. Applicants shall not rely upon any oral instructions given by the Authority or Art Consultant.

## **WHAT TO SUBMIT**

**You are allowed to submit four (4) files only:**

1. Biography
  - 1-page maximum PDF format
  - Contact information: phone, mailing address, and email
  - A brief description of your artistic focus
2. Letter of Interest
  - 1/2 -page maximum PDF format
  - Briefly describe any meaningful connection to the Airport and/or the cities of Burbank, Glendale and Pasadena
3. Portfolio of Previous Artwork
  - 10-pages maximum PDF format
  - 10 image files, one image per page
4. Artwork Descriptions
  - 1 page maximum PDF format
  - Provide the title, medium, dimensions, year and brief statement (1 sentence maximum) about each artwork.

## **EVALUATION CRITERIA**

Qualifications and proposals will be evaluated/scored according to the following Selection Criteria:

- SC-1 Artistic Merit (technical mastery of the medium(s) in which the artist regularly works) (70 pts.)
- SC-2 Appropriateness (ability to engage airport patrons) (30 pts)

Please note the Authority may obtain other background information from social media and other sources.

## **SELECTION PROCESS AND CONTRACT AWARD**

After the evaluation of qualifications is complete, top-ranking candidates will be short-listed to submit proposals for artwork to be considered for the project site. Proposals will be evaluated using the same criteria above. Shortlisted artists will be paid an honorarium of \$300 for their submitted proposal.

It is anticipated that the Authority shall award artist contracts and related purchase orders for the services described in this RFQ. The contract awards, if made by the Authority Commission, will be to the proposer deemed most capable of providing artwork in alignment with the Authority Commission's aesthetic vision for the RPT and the \$5,000 licensing fee.

## **PUBLIC RECORD**

The Authority is subject to the California Public Records Act, which generally provides that statements of qualifications and proposals submitted to public agencies are disclosable public records once a contract award has been agendaized for consideration at a public meeting.

## **TITLE VI SOLICITATION NOTICE**

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that for any contract entered into pursuant to this RFQ, disadvantaged business enterprises will be afforded full and fair opportunity to submit responses to this RFQ and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **OTHER SOLICITATION TERMS**

The Authority reserves the right to negotiate and may request clarifications on all associated items as part of its evaluation prior to contract award. The Authority reserves the right to evaluate the qualifications of the respondent, based on experience and past performance, technical ability, suitable and appropriate credentials, as it deems in its best interest. The Authority reserves the right to cancel the opportunity, or to reject any and all submissions, for any reason at its sole discretion, at any time prior to contract award, or to waive any informalities or technical defects as the interests of the Authority may require. Respondents shall bear their own costs for qualification materials preparation and submission. Submissions must be valid for acceptance by the Authority for 120 days from the submittal due date. Debrief requests will not be entertained but a final evaluation score sheet broken down by selection criteria category will be published. This solicitation is not a commitment to contract, a promise nor an authorization to purchase required resources, nor does it authorize commencement of any order or project.

## **ADDENDA AND NOTICES**

It shall be the respondent's responsibility to check the PlanetBids website to obtain any addenda that may be issued and to receive any information/notices for this project.

## QUALIFICATION SUBMISSION

Qualification materials detailed above shall be submitted electronically to the Authority by uploading to the BUR RPT SlideRoom website (<https://hollywoodburbankairport.slideroom.com>) by 5:00 p.m. on June 11, 2025. Late, e-mailed, faxed, or hand delivered submissions will not be accepted.

Qualification materials shall be addressed to:

Burbank-Glendale-Pasadena Airport Authority

Attention: Lanna Aguilera  
Senior Manager, Procurement  
2627 Hollywood Way  
Burbank, CA 91505  
Phone: 818-860-3063  
E-mail: [laguilera@bur.org](mailto:laguilera@bur.org)

Ref: RFQ ADM25-04 BUR RPT Artwork Services

Technical questions regarding the application portal must be addressed by SlideRoom: Use the chat icon in the lower-right corner of their Help Center, or email [support@slideroom.com](mailto:support@slideroom.com) and allow up to 48 hours for a response. Submissions must be completely uploaded and an e-mail confirmation received by the submitting party prior to the deadline. Please plan response time accordingly. Please check all materials carefully for accuracy before submission.

RFQ Attachment:  
Attachment A – Artwork License Agreement

**ARTWORK LICENSE AGREEMENT**  
(Burbank-Glendale-Pasadena Airport Authority / [artist name])

THIS ARTWORK LICENSE AGREEMENT (“Agreement”) is dated [date] for reference purposes and is executed by the Burbank-Glendale-Pasadena Airport Authority (“Authority”), a California joint powers agency, and [artist name] (“Artist”).

**R E C I T A L S**

A. The Authority is constructing a replacement passenger terminal (“RPT”) at Bob Hope Airport (commonly known as Hollywood Burbank Airport) (“Airport”).

B. Artist desires to license the Authority artwork entitled [insert title] (“Artwork”), as depicted on the attached Exhibit A, to be reproduced as digital images for printing as part of a series of three light box transparencies (“Transparency”) for public display on a rotating basis in the connector modules within the RPT.

**NOW, THEREFORE**, the parties agree as follows:

**1. License.**

A. License Scope. Artist grants the Authority an exclusive license for public display of the Artwork during the one-year license period specified in paragraph C below. Such license allows the Authority to reproduce the Artwork as a Transparency and to display the Transparency at a public location within the RPT. The Authority shall have the sole discretion to determine the exact display location for the Transparency, to change the display location from time to time, to move the Transparency every four months to a different connector module in the RPT, to reprint the Artwork as a new Transparency in the event of damage or deterioration to the Transparency, and to withdraw the Transparency from public display at any time. The Authority shall shred the Transparency at the end of the license period specified in paragraph C below. The Authority shall take one photograph of the shredded Transparency and send that photograph to Artist for Artist’s records.

B. Pre-License Period. The pre-license period shall start upon Artist’s delivery of the Artwork to the Authority. The pre-license period shall end upon commencement of the license period specified in paragraph C below.

C. License Period. The license period shall start on the date of the RPT grand opening or installation of the Transparency in the RPT, whichever occurs last. The license period shall end on the one year anniversary of the license period start date or on the date of any earlier termination of this Agreement. The Authority shall notify Artist of the license period start date.

D. Public Display. During the pre-license and license periods, Artist shall not exhibit or allow any person to exhibit the Artwork for public display, including in a gallery or a museum.

**2. Term.**

A. This Agreement shall be effective upon execution and shall remain in effect until the one year anniversary of the license period start date unless earlier terminated.

B. In the event of the Authority's determination to permanently withdraw the Transparency from public display within the RPT, the Authority shall terminate this Agreement by providing seven days' written notice to Artist. The Authority shall not be required to provide Artist with any explanation or justification for such decision. Artist may not terminate this Agreement.

**3. Payment.** In consideration of Artist's license of the Artwork, the Authority shall pay Artist a fixed sum of \$5,000 (the "License Fee"). The Authority shall pay the License Fee to Artist upon the Authority's completion of scanning of the Artwork.

**4. Copyright and Reproductions.**

A. Copyright. Artist shall retain the copyright of the Artwork. The Authority is not responsible for any third-party infringement of Artist's copyright, nor is the Authority responsible for protecting or negotiating the intellectual property rights of Artist. Copyright registration with the United States Register of Copyright is the responsibility of Artist and shall be at Artist's sole expense.

B. Other Moral Rights. Artist waives, releases, and disclaims any rights, demands, or claims as may arise at any time and under any circumstances against the Authority, TBI Airport Management, Inc., the Cities of Burbank, Glendale and Pasadena, and the respective officers, agents, employees and volunteers of each such entity, arising under the federal Visual Artists Rights Act (17 U.S.C. §§ 106A and 113(d)), the California Art Preservation Act (Civil Code § 987 et seq.), and any other local, state, federal, or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. § 106A, Civil Code § 987 et seq., or any other type of moral right protecting the integrity of works of art.

C. Reproductions. The Authority may from time to time, without the prior consent of Artist, make photographs and two-dimensional reproductions of the Artwork for print and electronic (including social media) materials promoting the Airport. The Authority shall include a copyright notice (e.g. "Copyright (c), Artist's name, date") for Artist in the Transparency display at the RPT and in the Authority's two-dimensional reproductions of the Artwork. The Authority may use Artist's name, likeness, and biographical information in connection with the Transparency display and with other two-dimensional reproductions of the Artwork in the Authority's noncommercial uses. This provision shall survive expiration or termination of this Agreement.

**5. Delivery.**

A. Artist shall deliver the Artwork to the Authority at [INSERT EMAIL ADDRESS] or by-hand to [INSERT NAME] at the Airport, by [INSERT DATE]. The Artwork shall meet the requirements set forth in the attached Exhibit B.

B. The Authority shall have the Artwork scanned at a scanning or photography facility at its sole cost and expense.

C. The Authority shall send the final scan files of the Artwork to Artist for Artist's approval. Artist shall approve the final scan files of the Artwork in writing before the Authority prints the Transparency. Artist shall participate in any color correction or other resolution of those final scan files.

D. After the Transparency is created and upon notice from the Authority, Artist shall collect the Artwork from the Authority during normal business hours at Artist's sole expense.

6. **Publicity.** Artist will participate upon the Authority's request in: (i) any media or press associated with the Authority's promotion of the Artwork; and (ii) any public dedication events that the Authority may host during the pre-license or license periods.

7. **Notices.** Any notices or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the regular business hours; (b) the business day after delivery, if delivered by e-mail after regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid but such notice shall be deemed received on the day of e-mail delivery. For purposes of this provision, the term "regular business hours" means 8:00 a.m. to 5:00 p.m. Monday through Friday.

Authority:

Burbank-Glendale-Pasadena Airport Authority  
2627 Hollywood Way  
Burbank, CA 91501

Attn:

Email:

Artist:

Attn:

Email:

8. **Artist's Warranties.** Artist represents and warrants that:

A. The Artwork is an original creation that is the result of Artist's artistic efforts.

B. The Artwork is provided free of any liens, claims or other encumbrances of any type.

C. The Artwork has not been created wholly or primarily by an artificial intelligence ("AI") system.

D. The design of the Artwork is an edition of one, and neither Artist nor Artist's agents will execute or authorize another to execute a work of the same or substantially similar design as the Artwork until the license period ends.

E. Artist has the proper legal authority to license the Artwork to the Authority on the terms and conditions set forth in this Agreement. Artist shall hold harmless and indemnify the Authority, and its officers, agents and employees from any and all losses, liability, costs or expenses (including attorneys' fees and costs) arising from any breach of such warranties.

9. **Litigation.** In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorney's fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.
10. **Exhibits.** Exhibits A through C are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibits A through B, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of Exhibit C, the provisions of Exhibit C shall prevail.
11. **Incorporation of Mandatory Language.** Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.
12. **Integration.** This Agreement represents the entire and integrated contract between the Authority and Artist regarding the Artwork. This Agreement supersedes all prior oral or written negotiations, representations and contracts between the Authority and Artist related to the Artwork. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**



**TO EXECUTE THIS AGREEMENT**, the parties have caused their authorized representatives to sign below.

[**Artist Name**]

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**Burbank-Glendale-Pasadena Airport Authority**

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President

Approved as to form:

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Richards, Watson & Gershon  
A Professional Corporation

**EXHIBIT A**  
**Artwork Depiction**  
(attached)

**EXHIBIT B**  
**Artwork Requirements**  
(attached)

## **EXHIBIT C**

### **Non-AIP Project Federal Requirements**

#### **1. General Civil Rights Provisions**

A. In all its activities within the scope of its airport program, Artist (referred to as “Contractor” in this Exhibit B) agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

C. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

#### **2. Civil Rights – Title VI Assurance**

A. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

B. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and

Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3.     Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4.     Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5.     Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a.     Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b.     Cancelling, terminating, or suspending a contract, in whole or in part.

6.     Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.