



**JACKSONVILLE AVIATION AUTHORITY
AND
JACKSONVILLE INTERNATIONAL AIRPORT (JIA) ARTS COMMISSION**

REQUEST FOR STATEMENT OF QUALIFICATIONS AND INTEREST NUMBER: 12-22-42001

OPEN CALL TO ALL PROFESSIONAL ARTISTS

**Jacksonville Aviation Authority
Procurement Department
14201 Pecan Park Road, 2nd Floor
Jacksonville, FL 32218
Office: 904.741.2359**

**Assigned Buyer: Monica M. Frazier
Procurement Director: Devin Reed**

TABLE OF CONTENTS

LEGAL NOTICE	Page 3
INSTRUCTIONS TO PROPOSERS	Page 4
GENERAL INFORMATION	Page 7
SCOPE OF WORK	Page 8
SUBMITTAL FORMAT	Page 11
EVALUATION OF SUBMITTALS	Page 13
COMMISSION AND INSURANCE	Page 14
APPENDIX 1 – CONFLICT OF INTEREST CERTIFICATE.....	Page 16
APPENDIX 2 – SAMPLE AGREEMENT.....	Page 17

**REQUEST FOR STATEMENT OF QUALIFICATIONS AND INTEREST
Proposal Number: 12-22-42001**

OPEN CALL TO ALL PROFESSIONAL ARTISTS

**for the
JACKSONVILLE AVIATION AUTHORITY**

The Jacksonville Aviation Authority (JAA) and JIA Arts Commission are seeking artists to develop site specific artwork proposals for the Courtyard Restroom Fin Wall and two Water Fountain Surrounds within Jacksonville International Airport (JIA). This space is the most heavily traveled area at JIA with nearly six million passengers per year. Deadline for submittals is May 11, 2012 at 2:00PM (Local Time).

Up to five finalists will be selected from the solicitation to develop concept proposals for this project. Each will be paid a \$1,000 proposal fee and reimbursed up to \$1,000 for travel to Jacksonville, Florida for presentation of proposal.

All Statements of Qualifications and Interest must be submitted in accordance with Request For Qualifications and Interest Number 12-22-42001, which may be obtained after 8:30 AM (local time) on March 15, 2012 from www.flyjacksonville.com, click on bid opportunities.

INSTRUCTIONS TO PROPOSERS

Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Conflict of Interest Certificate

All Proposers must execute and submit the Conflict of Interest Certificate (Appendix 1) with its Statement of Qualifications and Interest.

Contact with JAA Staff

From the time of receipt, or publication of this Request for Statement of Qualifications and Interest (RFQ&I), all parties who intend to submit or be a team member of a proposal to qualify under this RFQ&I, agrees to direct all contact with the JAA through the JAA Procurement Director. If the question or comment deals with subject matter that is outside of the responsibility of the JAA Procurement Director, the question or comment will be directed to the appropriate person or authority. Proposers for the work covered by this RFQ&I will neither contact any JAA Staff, Evaluation Committee, JAA Board of Directors, nor the JAA Executive Director/CEO for the purpose of discussing the merits of any specific Proposer.

This is considered an active solicitation for the JAA. If it is determined that any Proposer has spoken with JAA Staff, Evaluation Committee, JIA Arts Commission Members, JAA Board of Directors, or the JAA Executive Director/CEO in reference to this active solicitation, it may result in the rejection/disqualification of the Proposer's submittal.

Protest Procedures

Any Proposer with standing who is adversely affected during this RFQ&I solicitation process may file a Notice of Protest, including all particulars of facts and law on which standing is asserted and on which the protest is based. This notice must be in writing and addressed to the JAA, Attn: Procurement Director, 14201 Pecan Park Road South, 2nd Floor, Jacksonville, FL 32218. A notice of protest may be filed within five (5) business days after of any action taken by the JAA Awards Committee or JAA Board. It is the sole responsibility of the firm to determine the date and time any action is taken by the JAA.

Receipt of a protest will be acknowledged by certified letter. The administrative procedures that will be followed by the JAA will be provided to the Protester with this certified letter.

Public Meeting Requirements

The JAA is required to comply with Section 286.011 of the Florida Statutes. Therefore certain types of staff meetings and meetings of the JAA Awards Committee or the JAA Board are required to be held in public, with sufficient notice made of the date and time of the meeting. All notices of public meetings are posted at the JAA Administration Building, 14201 Pecan Park Road South, 1st Floor, Jacksonville, FL 32218.

Addenda – Changes While Proposing

No interpretation of the meaning of any part of the RFQ&I or other Contract Documents, nor corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Proposer orally. All requests for written interpretations or corrections **MUST** be in writing addressed to the JAA Procurement Department, 14201 Pecan Park Road South, 2nd Floor, Jacksonville, FL 32218, Fax: 904. 741.2350 or Email: monica.frazier@flyjacksonville.com.

All requests must be received by 5:00 PM (local time) May 4, 2012 to be given any consideration. No Phone Calls. All such interpretations and supplemental instructions will be in the form of a written Addenda to the RFQ&I documents, which, if issued, will be e-mailed, mailed or faxed to all known prospective Proposers. However, it is the responsibility of each Proposer, before submitting its Proposal, to contact the JAA Procurement Department at 904.741.2352 to find out if any Addenda were issued and to make such Addenda a part of its Proposal. In case any Proposer fails to acknowledge receipt of any such Addenda in the space provided on the Proposal Form, its Proposal will nevertheless be construed as though Addenda has been received and acknowledged. Only the interpretation or correction so given by the JAA Procurement Department in writing will be binding and prospective Proposers are advised that no other source is authorized to give information concerning, or to explain or interpret the RFQ&I Documents.

Delivery Of Submittals

One (1) Original and Six (6) copies of the Statement of Qualifications and Interest must be submitted in a sealed package. The package should be labeled to read: "RFQ&I 12-22-42001, Call To Artist, May 11, 2012, 2:00 PM (local time)", and addressed or delivered to the JAA, Attn: Procurement Department, 14201 Pecan Park Road South, 2nd Floor, Jacksonville, FL 32218.

Each Proposal package submitted must clearly show the Proposers company name on the outside. Facsimile Proposals will not be accepted. Any Proposals received after the above stated date and time will **NOT** be accepted. Each Proposer is fully responsible for ensuring that its Proposal is timely received, and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method, whether by US Mail, public carrier or otherwise.

Execution of Agreement

Within ten (10) business days after Notice of Award, the successful Proposer will furnish the required certificates of insurance and any other requirements and enter into a formal Agreement with JAA. Failure to execute the resulting Contract as provided in these documents within ten (10) business days after the date of Notice of Award will be just cause to rescind the award, unless such failure has been caused by JAA, which award may then be made to another Proposer or this solicitation may be re-advertised. The Proposer whose award JAA rescinded may be considered irresponsible if JAA elects to re-advertise this solicitation. No award will be binding upon JAA until the Contract contemplated herein has been fully executed.

Legal Remedies Available to JAA

The Contract that results from this solicitation may be terminated by JAA in accordance with this clause whenever JAA determines that such termination is in the best interest of JAA.

Termination of this Agreement in accordance with its agreed termination provisions will not give rise to any claims of improper termination, termination in bad faith, or the like or to the payment of any compensation, recoupment of expenditures made by Bidder pursuant to this Agreement, or the like predicted in such termination. The resulting Contract is always subject to availability of budgeted funds.

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Governing Law and Venue

The venue of any legal action brought by or filed against JAA relating to any matter arising under the resulting Contract will be exclusively in the appropriate court, sitting in Duval County, Florida that has jurisdiction over such legal action. The resulting Contract will be governed by and interpreted under the laws of the State of Florida.

Entire Agreement

The resulting Contract will represent the entire agreement of the Parties and the Parties will not be bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted in the resulting Contract. Bidder agrees that no representations have been made by JAA to induce the Bidder to enter into the resulting Contract other than as expressly stated in the resulting Contract. The resulting Contract can neither be changed orally, nor by any means other than by written amendments expressly referencing the resulting Contract and signed by all Parties hereto.

Damages

The Bidder acknowledges that it can be compensated adequately by money damages for any breach of the resulting Contract that may be committed by JAA. The Bidder agrees that no default, act or omission of JAA shall constitute a material breach of the resulting Contract entitling the Bidder to cancel or rescind the same or to suspend or abandon performance thereof; and the Bidder hereby waives any and all rights and remedies to which the Bidder might otherwise be entitled to because of any wrongful act or omission of JAA, saving only the Bidder's right to money damages.

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GENERAL INFORMATION

CALL TO ARTISTS: REQUEST FOR QUALIFICATIONS AND INTEREST (RFQ&I) 12-22-42001

Project: Jacksonville International Airport Main Terminal “Courtyard Area Wall Surfaces”
Total Project Budget: \$75,000
Project Location: 2400 Yankee Clipper Drive, Jacksonville, Florida 32218
Deadline: Tuesday, May 11, 2012 2:00 PM (Local Time)
Eligibility: Open Call to all Professional Artists, no geographic restrictions

The successful artist will contract directly with the Jacksonville Aviation Authority (JAA) and will work cooperatively with JAA and other project team members to successfully perform the professional services requested and complete the full scope of the project within budget and on schedule. For information about the JIA Arts Commission visit www.jiaarts.org.

The JIA Arts Commission is made up of 13 volunteer members who facilitate public art installations and oversee the rotating art exhibitions at JIA. The mission of the JIA Arts Commission is to create an artistic dialogue between people, to enhance and enrich the experience of the traveling public and to showcase Jacksonville as a city where culture and the arts are vibrant and alive.

The JAA encourages the inclusion of firms owned and controlled by minorities and women in contract awards and projects whenever feasible. JAA also encourages and promotes the development of small businesses within our local market area. The DBE participation criteria is consistent with the administrative mandate set out by the United States Department of Transportation in the Code of Federal Regulations in Title 49 at the Code of Federal Regulation (CFR) Part 26. A participation goal was not established for the project.

SCHEDULE

1. Post Call to Artists RFQ&I	March 15, 2012
2. Deadline for submittal	May 11, 2012, 2:00 PM (Local Time)
3. RFQ Evaluation and selection meeting	June 12, 2012 10:00AM (Local Time)
4. Finalists announcement (RFP)	June 14, 2012
5. Presentations, design proposals due	August 14, 2012
6. Presentation of final selection to JAA Board	September 24, 2012
7. Commission awarded	September 24, 2012
8. Installation complete	March/April 2013

The JAA and JIA Arts Commission reserve the right to modify this schedule as required. It is the responsibility of the Artist to contact the JAA Procurement Department for any addendum(s) and modification(s) to the RFQ&I.

The finalist announcement will be posted at JAA Administration Building, 1st Floor 14201 Pecan Park Road, Jacksonville, Florida 32218 and JAA Website; www.flyjacksonville.com, click on Bid Opportunities. Finalist will be notified by email.

PROJECT DESCRIPTION / SCOPE OF WORK

JAA and JIA Arts Commission are seeking artists to develop and submit site specific artwork proposals for the Courtyard Restroom Fin Wall and two Water Fountain Surrounds within JIA, which is centrally located within JIA between the Haskell Gallery and the Sky Gallery (see photographs below). This will be a focal point of the courtyard, which is JIA's most heavily traveled area, with nearly six million passengers per year. JAA and JIA Arts Commission expect that a signature work of art will create a memorable experience for all who visit Jacksonville.

The Courtyard Restroom Fin Wall is in a location that will withstand substantial wear and abuse. Materials for final fabrication must be highly durable and permanent in nature. Artists will have the opportunity to install artwork directly to wall surfaces. Artwork may not be floor mounted. Artwork may not extend out from wall surface more than four inches. The Artwork must be original and unique, an edition of one, and may not infringe upon any copyright or the rights of any person. Maintenance of work should be able to be accomplished by unskilled staff.

Artwork placed in airports must take into consideration the sensitivities of the majority of the traveling public and common fears about air travel.

Approximate dimensions Courtyard Restroom Fin Wall:

Width: 206 inches

Height: 96 ½ inches

Approximate dimensions Right Water Fountain Surround:

Width: 76 inches

Height: 90 inches

Approximate dimensions Left Water Fountain Surround:

Width: 80 ¾ inches

Height: 90 inches

Approximate dimensions (each) Water Fountain:

Width: 39 ½ inches

Height: 39 inches

Note: The commissioned artist shall verify all dimensions prior to the commencement of the final work.



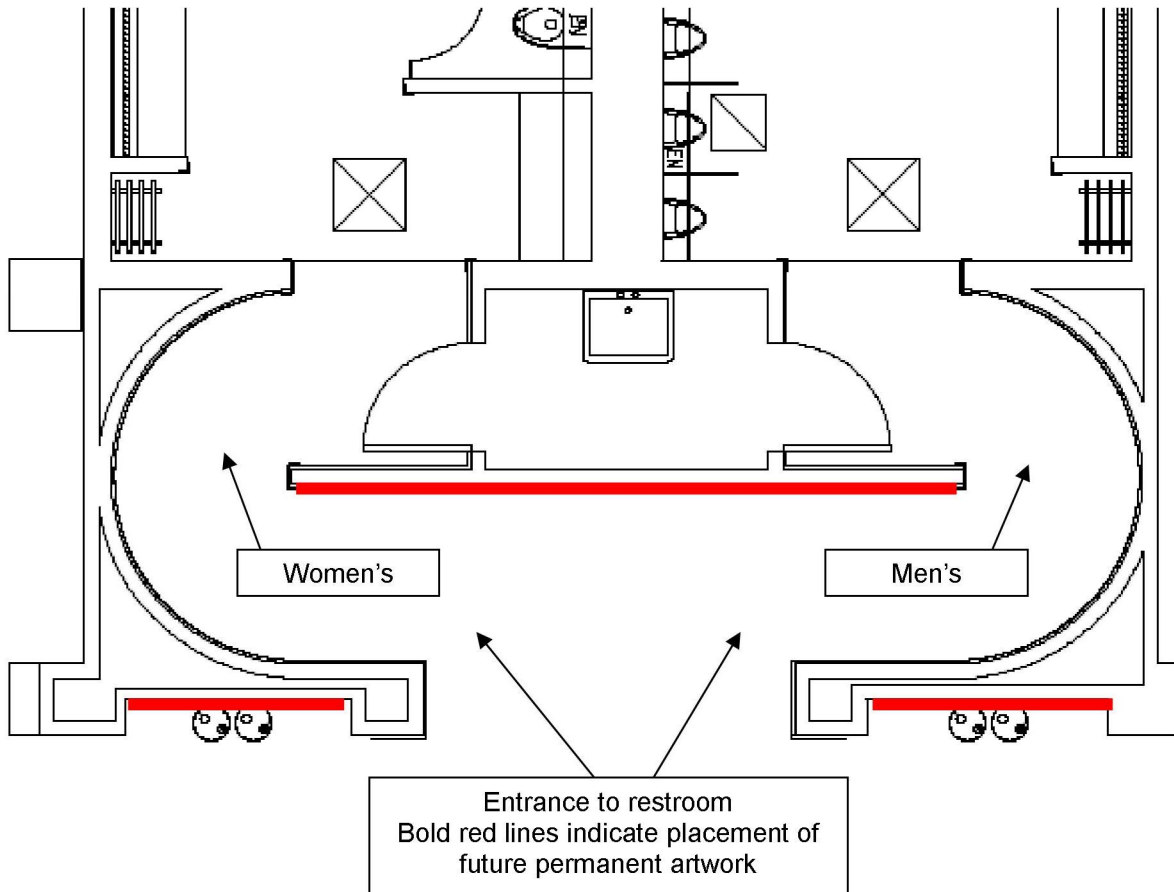
VIEW FROM COURTYARD



VIEW FROM ART GALLERY



CLOSE-UP VIEW (Black inserts stay – wall receivers for retractable stanchion belts – used to close restroom as necessary)



VIEW FROM ABOVE

APPLICATION AND SUBMITTAL FORMAT

Interested artists must submit the following:

One (1) Original and six (6) copies:

- CONTACT COVER SHEET, printed on 8 1/2 x 11 paper including name, address, telephone, email, website (if applicable), and fax numbers of the ARTIST to receive all information, or any correspondence.
- ARTIST RESUME including three (3) professional references, 1 page on 8 1/2 x 11 paper. Include contact name, name or description of artwork completed for reference, phone number and email address.
- STATEMENT OF INTEREST including a preliminary initial approach to the project, 1 page on 8 1/2 x 11 paper.
- ANNOTATED IMAGE LIST with printed JPEG images included on 8 1/2 x 11 paper, format at the discretion of the artist submitting.
- CONFLICT OF INTEREST CERTIFICATE

One (1) Original:

- A CD containing:
 - TEN (10) JPEG IMAGES OF RECENT, RELEVANT WORK (PC compatible): A maximum of Ten (10) JPEG images, each with a resolution of 150 dpi, and no more than 1MB. LABEL each JPEG image with artist's name, and number, for example: PabloPicasso01, PabloPicasso02, PabloPicasso03, etc. Teams may submit ten (10) JPEG images for each team member.
 - ANNOTATED IMAGE LIST: One (1) page in a word doc or PDF file that provides, in this order: corresponding title, date, media, dimensions, location, budget, relevant information and collaborators if any.
 - ARTIST resume including three (3) professional references as a word document or PDF file, 1 page
 - STATEMENT OF INTEREST including a preliminary initial approach to the project as a word document or PDF file, one (1) page.
 - The CD will be opened, viewed on a PC.
 - The CD itself must be labeled with artist name, date, phone number, web site, e-mail address.
- DO NOT BIND (paperclip, staple) PAPERS.
- NO video or audio files.

The above copies are required to allow JIA Arts Commission members to review your work thoroughly and in a way that benefits the artist. At this time JAA Procurement policy does not allow for the submission of RFQ&I documents through a third party internet service. **Materials will not be returned.**

Please note, this is a time sensitive project, and therefore, it is critical for artists applying to this RFQ&I to have the ability to adhere to this tight schedule. Anyone applying to the RFQ&I will be expected to comply with advertised submittal instructions and deadlines. Submit the requested information in a **SEALED** package and filled in to read **“RFQ&I 12-22-42001, Call to Artists, May 11, 2012 at 2:00 PM.”**

Each package submitted must clearly show the artist name on the outside. Facsimile Statements will not be accepted. Subject's to JAA's discretion to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any proposer,

late bids, as determined by JAA's official bid clock, will not be considered and will be returned to the proposer as non-responsive. Each Artist is fully responsible for ensuring that its Submittal is received in compliance with required deadlines and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method, whether by US mail, public carrier or otherwise. Late submissions, as solely determined by the JAA's clock, will not be opened or considered.

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EVALUATION OF SUBMITTALS

The JAA along with JIA Arts Commission will select the artist that best meets the requirements, based on the information contained in response to the Request for Qualifications and Interest, any reference checks conducted, and the information presented during any interviews conducted as part of the selection process.

Not more than five finalists will be selected and invited to submit a design proposal. Each participating finalist will be paid a \$1,000 honorarium for the development of a design proposal and maquette. Each participating finalist will be reimbursed up to \$1,000 for travel expenses actually incurred and directly resulting from design proposal and maquette presentations required hereunder.

The design proposals will be subject to review and acceptance by the JAA and the JIA Arts Commission. JAA reserves the right to select none, one (1) or more design proposals. The JAA will be the sole judge of the submittals and its decision will be final. Qualified Artists will be required to make presentation(s) and/or participate in an interview process prior to final selection. Such interviews or presentations will be scheduled at the JAA and JIA Art Commission's convenience.

In considering the responsiveness of the Proposers, the JAA will examine the factors listed below and will assign the defined point value on a scaled basis to the five finalist. Proposers must address and identify each factor specifically in their Proposal.

- A. Artistic Merit/Scope of Work/Project Approach (Maximum 50 Points)
Includes style, content, use of materials in artist proposed work and artist's past and proposed work.

- B. Project Organization/Ability to fabricate and install Low Maintenance Art and Presentation (Maximum 50 Points)
Considers past work and the selection of any materials fabricators or installers determined to be appropriate for this commission. Includes information regarding an artist's performance under previous contracts or agreements. Extent of an artist's past experience with similar commissions or projects.

JAA reserves the right to conduct contract negotiations hereunder similar to the negotiation process outlined in Section 287.055(b) and (c), Florida Statutes. This RFQ&I is subject to the availability of budgeted funds.

The JAA reserves the right to retain a list of qualified Artist for future selections of art work designs. This list will be maintained for two (2) years effective through January 2015.

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COMMISSION REQUIREMENTS

If commissioned, the successful artist shall be responsible for the following:

1. Performing all services and furnishing all supplies, material, and equipment as necessary for the design, execution, fabrication, transportation, installation and maintenance of the work at the site.
2. Submitting to JAA detailed working drawings of the commissioned work and the site in order to permit JAA to carry out architectural and engineering design reviews and to certify the compliance of the work with applicable statutes and ordinances.
3. Strictly adhering to and managing the approved project, budget, and schedule, including the submission of regularly scheduled written progress reports to JAA.
4. Bearing the entire risk of loss or damage to the work during design, fabrication, packing, shipping, installation and maintenance.
5. Providing and maintaining insurance to cover claims for damages for personal injury, bodily injury (including wrongful death), and property damage. The artist shall require all subcontractors to provide and maintain insurance.
6. The artist's design should complement and enhance the site's identity and use.

INDEMNIFICATION

To the fullest extent permitted by law, the commissioned artist agrees to indemnify, defend and hold harmless the JAA, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of commissioned artist's work or services under this Agreement; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of the commissioned artist, commissioned artist's Subcontractor(s) or anyone directly or indirectly employed or hired by commissioned artist, or anyone for whose acts commissioned artist may be liable. The JAA reserves the right, but not the obligation, to participate in defense without relieving commissioned artist of any obligation hereunder.

INSURANCE REQUIREMENTS INCLUDE

Any Contract resulting from this RFQ&I will include the following provisions:

- A. The commissioned artist will not commence work under this Contract until it has provided certificates to JAA for amounts of insurance as follows and without limiting its liability under this Contract:
 - (1) Worker's Compensation Insurance: Florida Statutory Requirements.
 - (2) Liability: \$1,000,000.00 Comprehensive General liability (including products and completed operations, and error and omissions aggregate)
 - (3) Automobile Liability:
Privately Owned Vehicle: Minimum State of Florida Requirements
Business Auto Liability for Commercial Vehicle \$500,000.00 combined single limit.

- (4) DEDUCTIBLES AND SELF-INSURED RETENTIONS: Any deductibles or self-insured retentions must be declared to and approved by the JAA.
 - (5) ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a Best's rating of no less than A:VII and approved to do business in the state of Florida.
- B. The Comprehensive General Liability insurance specified above will, either by separate policy, provisions in the policies or by special endorsements attached thereto, insure JAA against the risks to which it is exposed as the owner of the premises.
- The inclusion of JAA as an additional insured is not intended to, and will not make JAA a partner or joint venture with commissioned artist services at JAA. Such policies will also insure commissioned artist against the risks to which it is exposed as the commissioned artist authorized under this Contract, and will be for full coverage without any deductibles and/or retentions subject to approval by JAA and will contain provisions by the respective insurers waiving the right of such insurers to subrogation.
- C. The proof of insurance supplied before execution of this Contract will have the words "endeavor to" stricken.
- D. All insurance will be maintained in force until completion of the work and will include an endorsement requiring thirty (30) days prior written notice to the JAA Risk Manager before any change or cancellation is made effective.
- E. All-risk installation insurance. The minimum limit shall be the total amount of compensation paid to the artist through the date of the beginning of installation of the artwork.

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APPENDIX 1

CONFLICT OF INTEREST CERTIFICATE

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APPENDIX 2
SAMPLE AGREEMENT

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