

CALL TO ARTISTS - REQUEST FOR QUALIFICATIONS

Public Art Project for Taco Bell

"A public art project for the new City of Boynton Beach Taco Bell location. Seeking digital art for print and installation. Selected artist should incorporate locally focused imagery unique to the Boynton Beach community."

PROJECT BUDGET: **\$8,750.00**

Conceptual proposal - **\$500.00 each for three finalists**

Proposed project budget material and installation cost - **\$3,500.00 (up to 4 colors printed on vinyl film adhered to aluminum panels and installed to outer wall)**

Proposed artist design fee - **\$3,750.00**

PUBLISH CALL: **April 8, 2020**

DEADLINE: **April 22**

Finalist's proposal - **May 8**

Artists designs deadline - **June 11**

Publish Call date - **April 8, 2020**

RFQ deadline date - **April 15**

Selection panel date - **April 17**

Selection notification - **April 20**

Finalists sessions - **April 21 - May 7**

Finalists proposal presentations - **May 8**

and Arts Commission approval - **May 14**

Finalists selection notification - **May 15**

Artists agreement date - **May 21**

Project begins date - **May 21**

Artists designs deadline - **June 11**

Installation date - **June 15-25**

Completion date - **June 25**

Arts Commission final approval - **July 8**

Celebration date - **TBD**

ELIGIBILITY: Palm Beach County Public Artists over 18yrs old

PROJECT LOCATION: 2319 S. Federal HWY Boynton Beach, FL 33435

OPPORTUNITY:

To create a unique public art project for the selected Taco Bell Boynton Beach location, to maximize the potential to create social moments and improve overall customer experience.

- Artwork to improve customer walk-in experience
- Artwork to improve waiting experience for drive through customers
- Artwork to increase store exposure and create social moments
- Coordinate the content, size and height of the artworks, if multiple artwork can be seen at the same time
- Artist will be required to attend one or two sessions via conference call (dates to be determined) with Taco Bell staff to research the information that will contribute to the artist's artwork concepts.
- All submissions will be reviewed by the selection committee to select up to three artists applicants to create an artwork concept.
- Each selected artist will receive \$500 to create a rough proposal artwork concept.
- A finalist will be selected to further develop the artwork concept.
- The final artwork will be completed as a high resolution digital file for production and installed on media as approved
- The final selected artist **WILL NOT** be responsible for the print production costs and installation.
- The final selected artist **WILL** be guided to manage the process through to completion, installation and celebration of the project.

For the April 15 RFQ (Request for Qualification) deadline artists are to provide 3 examples of your artwork with the following information:

Artist Name _____
Address _____
Cell _____
Email _____
Web site _____
Social Media _____

For each artwork sample provided please submit the following information. (Submit each artwork as a no larger than 1mg file. Label artwork file with artwork name and your name)

Artwork name _____
Artwork size _____
Artwork medium _____
Brief artwork meaning (description) _____

AND a written information that describes the following:

- 1) Why do you think you are the artist for this project.
- 2) What would your approach be to fulfill the project goals?
- 3) What original medium would you use? (Final artwork to be provide as a high resolution digital file)

TACO BELL COMMUNITY OUTREACH

The Taco Bell Foundation helps young people explore their career passions – with scholarships, experiences and community support.

PRINCIPLES & VALUES:

The Taco Bell Foundation

...builds self-confidence in passionate young adults.

...feeds the passions of as many as possible by creating and promoting content that inspires.

...humbly takes on educational challenges that require leadership.

<https://www.tacobellfoundation.org/about/>

Taco Bell Community Engagement Examples

Live Más Scholarship

- In 2015, Taco Bell Foundation launched the Live Más Scholarship, a program aimed at empowering the nation’s next generation of “dreamers, innovators and creators” – those whose passions don’t fall into the conventional “academic” or athletic” qualifying categories of traditional scholarship programs

Live Más Scholarship for Restaurant Employees

- In 2016, The Taco Bell Foundation launched the Live Más Scholarship for Restaurant Employees to help our Taco Bell team members pursue their “unique” educational “dreams”.

Live Más Scholarship Renewal Program

- In 2018, The Taco Bell Foundation launched the Live Más Scholarship Renewal Program to continue supporting our previous recipients along their “educational journeys”.

<https://www.tacobellfoundation.org/programs/>

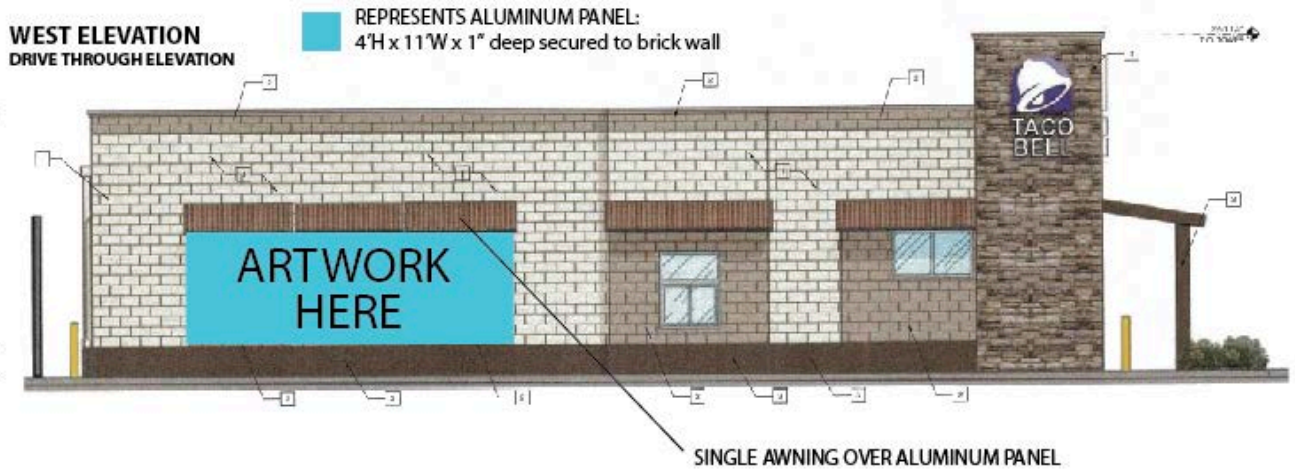
Project Location

2319 S. Federal HWY Boynton Beach, FL 33435 (SW CORNER OF FERDERAL HWY. & SW 23rd AVE)



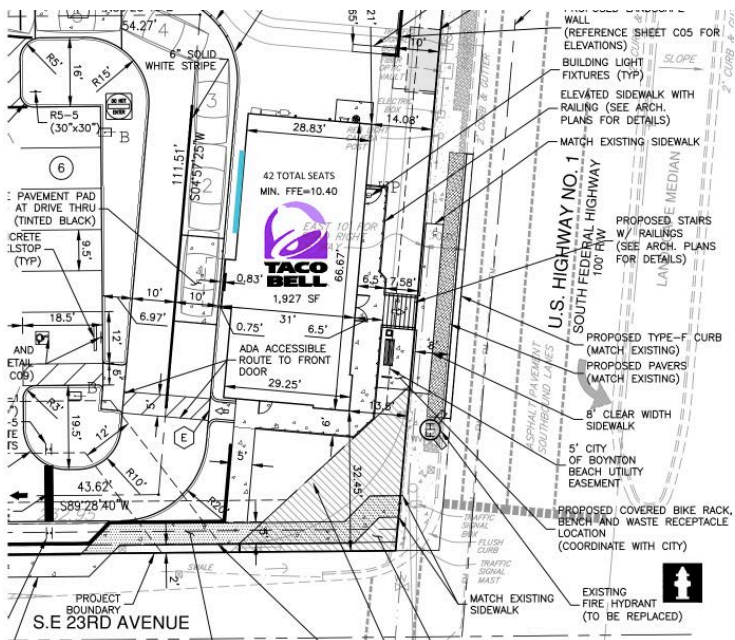
Building Elevation

Layout Details West



Project Site Plan

ARTWORK LOCATION



CITY FACTS

1. The City's vision is to be a welcoming and progressive coastal community that celebrates culture, innovation, and business development.
2. Boynton Beach, Florida, is a dynamic, culturally diverse coastal community covering 16.5 square miles in the center of Palm Beach County.
3. The City is home to 73,992 and is a part of the Miami-Dade, Broward, and Palm Beach metropolitan area, which has a total population of 6 million.
4. The City is has convenient connectivity to 3 major international airports and seaports.
5. The City has 29 public parks encompassing 180 acres of green space.
6. The median household income is \$47,943. The median home price is \$235,000.

RESEARCH INFORMATION:

City of Boynton Beach www.boynton-beach.org

Boynton Beach Art in Public Places www.boynton-beach.org/art/art-public-places

Artist Schedule

Publish Call date - **April 8, 2020**

RFQ deadline date - **April 15**

Selection panel date - **April 17**

Selection notification - **April 20**

Finalists sessions - **April 21 - May 7**

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ARTIST SELECTION PROCESS

A special selection panel will review artists who bring high level of conceptual ability to reach the best and most creative solutions to the project.

The artists will be selected through a Request for Qualification (RFQ) call to artists process. The selection panel will be comprised of a selection committee with various background. Based on the criteria listed below the panel will select three artists to create concepts for the project.

The panel reserved the right to make no selection from the submitted applications or final interviews. Once artist is selected an artist agreement is signed with Coastal QRS the project can commence (see sample attached). The artist and public art concepts will be reviewed by the Arts Commission for approval.

SELECTION CRITERIA

Artistic Excellence and strong conceptual skills: It is important that the artist is able to create a well-constructed concept that meets the projects goals.

Strong verbal, written and graphic communication skills: Good people and communication skills are required to be able to translate the projects purpose, stakeholder communication and artistic concept to a sound and workable project plan.

Previous experience: The artist should demonstrate experience with working with a team of professionals and show strengths in the ability to complete the project on time.

SUBMIT QUALIFICATION INFORMATION BY APRIL 15, 2020 :

Debby Coles-Dobay, Public Art Manager
City of Boynton Beach Public Art
3301 Quantum Blvd., Suite 101,
Boynton Beach, FL 33426
(561) 742-6026 colesdobayd@bbfl.us

Anyone who requires an auxiliary aid or service for effective communication, or modification policies or procedures to participate in a City program, service, or activity, should contact the ADA Coordinator at

- (561) 742-6241
- (TTY)1-800-955-8771

ARTIST AGREEMENT

THIS AGREEMENT, dated the _____ day of _____, 2020, is by and between:

Coastal QSR, LLC, organized and operating pursuant to the laws of the State of Florida, with a business address of 1340 Hamlet Ave, Clearwater, FL 33756 hereinafter referred to as "Coastal QSR",

and

_____ with an address of _____

in hereinafter referred to as "ARTIST." CITY and ARTIST may hereinafter collectively be referred to as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, "Coastal QSR" and ARTIST as follows:

WHEREAS, public art is a work of art, generally created by a public ARTIST exhibiting the highest quality of skill and aesthetic principals and includes all forms of the visual arts conceived in any medium, material or combination hereof, including but not limited to paintings, sculptures, stained glass, mosaics, murals, and ARTIST designed functional, architectural, landscaped, and landform elements as described in the Public Art Ordinance 07-002; and

WHEREAS, "Coastal QSR" desires to obtain professional services from ARTIST for the creation of public artwork; and

WHEREAS, ARTIST possesses the specific skills, talent, expertise, experience and knowledge to provide "Coastal QSR" with the artwork in a professional and artistic manner; and

WHEREAS, ARTIST has stated an interest in working on the creation of public artwork for the PUBLIC ART PROJECT; and

WHEREAS, “Coastal QSR” desires to commission the ARTIST to create public artwork for initial display at the PUBLIC ART PROJECT, LOCATION, Boynton Beach, Florida (the “Site”) on the terms and conditions set forth in this agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:

ARTICLE 1

1.1. RECITALS: Each “whereas” clause set forth above is true and correct and herein incorporated by this reference.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1. ARTIST hereby agrees to create the public artwork described in proposal attached hereto as Exhibit A (the “Public Art Project”), or other services which may otherwise be required, as further enumerated in the Scope of Services set forth in Article 3 herein below.

2.2. The public artwork shall be installed by the “Coastal QSR” in the location at the site as designated by the approved public art project proposal.

2.3. ARTIST shall furnish all services and labor necessary and as may be required in the performance of this agreement.

2.4. ARTIST hereby represents to “Coastal QSR”, with full knowledge that “Coastal QSR” is relying upon these representations when entering into this agreement with ARTIST, that ARTIST has the professional expertise, talent, experience and manpower to perform the services to be provided by ARTIST pursuant to the terms of this agreement.

2.5. ARTIST represents and warrants that all work performed pursuant to this agreement, including but not limited to the public artwork, is an original creation and does not infringe upon or violate any copyrights or other rights of any person, firm or organization. ARTIST does hereby indemnify and hold “Coastal QSR” harmless from and against any and all claims and liabilities that may arise as a result of any breach of the foregoing representation and warranty.

2.6. “Coastal QSR” recognizes that authors of visual art have certain rights pursuant to the Federal Visual ARTIST Rights Act of 1990, known as “VARA”. “Coastal QSR” will not intentionally distort, mutilate and/or modify the public artwork in a manner that would be prejudicial to ARTIST’s honor or reputation.

2.7. “Coastal QSR” is entitled to exhibit, publish, broadcast, advertise and otherwise use the likeness of the public artwork, in any non-commercial, non-profit manner “Coastal QSR” sees fit. Incidental appearance of the public artwork in photographs or in depictions of the store front where the public art is located shall not violate the prohibition set forth in this paragraph.

2.8. “Coastal QSR” agrees to give the ARTIST full acknowledgement and credit as the creator of the public artwork, with the placement of a plaque or similar object on and/or near the public artwork.

2.9. The value of the public artwork is established when the price of the art is commissioned.

2.10. "Coastal QSR" agrees to provide the ARTIST reasonable access to the site to prepare the public artwork for managing the installation. ARTIST may not obstruct access to the entrance to the project and ARTIST shall be responsible for securing the installation site to protect the public from any hazards that may arise during preparation of the site or installation of the public artwork.

2.11. ARTIST may not hire or utilize the services of any sub-contractor, employee or other individual to assist the ARTIST in performing services under this agreement without the prior written approval of "Coastal QSR".

ARTICLE 3

SCOPE OF SERVICES

ARTIST shall perform the following services in accordance with this Agreement with "Coastal QSR" as follows:

3.1. All work performed under this Agreement shall be done in a professional manner.

3.2. The public artwork shall be produced to "Coastal QSR"'s satisfaction and in conformity with the appropriate moral and ethical standards for the community in which the Site is located. The quality of the completed public art is a matter of prime importance and shall meet all applicable industry standards. "Coastal QSR" shall have the right to approve and/or reject the public artwork or any portion thereof. The display, of the public artwork shall be subject to the sole discretion of "Coastal QSR".

3.3 The ARTIST shall perform and provide services as set forth in the Proposal for PUBLIC ART PROJECT dated _____, a copy of which is attached hereto as Exhibit "A".

3.4 ARTIST is required to coordinate with project management team to prepare, install and complete the public art project. "Coastal QSR" is not responsible for negotiating, coordinating or managing the public art project timeline. Public Art Manager will monitor the project and from time to time document the public art projects process. The Project is estimate to begin _____ with an estimated completion date of _____.

ARTICLE 4

TERM AND TERMINATION

4.1. This Agreement shall take effect as of the date of execution as shown herein below and shall end upon completion of the ARTIST's work and services described in Articles 2 and 3 hereof.

4.2. All documents, plans, work products, materials, equipment and tools belonging to "Coastal QSR" will be furnished to "Coastal QSR" upon completion and/or termination of the agreement, whichever occurs first.

4.3 "Coastal QSR"'s rights to exhibit, publish, broadcast, advertise and otherwise use of the likeness of the public artwork for non-commercial non-profit purposes or if for commercial purposes if incidental to photographs or renderings of the site shall survive the termination of this agreement.

ARTICLE 5

COMPENSATION

5.1. "Coastal QSR" shall provide compensation and/or payments to the ARTIST as set forth in the Proposal for the PUBLIC ART PROJECT dated _____ a copy of which is attached hereto as Exhibit "A".

5.2 Title to the public artwork passes to “Coastal QSR” of Boynton Beach upon payment of the compensation.

ARTICLE 6

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

6. “Coastal QSR” or ARTIST may request changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of Boynton Beach and must be contained in a written amendment, executed by the Parties hereto, with the same formality and with equal dignity herewith prior to any deviation from the term or scope of this Agreement, including the initiation of any additional or extra work. In no event will ARTIST be compensated for any additional work or change from attached Exhibit A which has not been described in a separate written Agreement executed by the Parties hereto.

ARTICLE 7

MISCELLANEOUS

7.1. Assignments.

7.1.1. This Agreement or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by ARTIST without the prior written consent of “CITY”. However, this Agreement shall run to “Coastal QSR” and its successors and assigns.

7.1.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7.2. No Contingent Fees. ARTIST warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ARTIST to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for ARTIST any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, “Coastal QSR” shall have the right to terminate this Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover from ARTIST the full amount of such fee, commission, percentage, gift or consideration.

7.3. Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified in writing, and that places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the ARTIST and “Coastal QSR” designate the following as the respective places for giving of notice:

City of Boynton Beach: Lori LaVerriere, City Manager
City of Boynton Beach
3301 Quantum Blvd., Suite #1,
Boynton Beach, FL 33426
561-742-6000

Copy To: Debby Coles-Dobay
Public Art Manager
City of Boynton Beach
3301 Quantum Blvd., Suite #1,
Boynton Beach, FL 33426
(561) 742-6026
(562) 742-6089

ARTIST: _____

Telephone No. _____

Website _____ Social Media _____

7.5. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

7.6. Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

7.7. Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

7.8. Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.

7.9. Attorney's Fees. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and costs.

7.10. Extent of Agreement. This Agreement represents the entire and integrated Agreement between "CITY" and the ARTIST and supersedes all prior negotiations, representations or Agreements, either written or oral.

7.11. Equal Employment Opportunity. In the performance of this Agreement, the ARTIST shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

7.12. Waiver. Any failure by either party to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and the waiving party may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

7.13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

7.14. Usage Rights After final acceptance of the artwork by "Coastal QSR", the following ARTIST' rights shall be guaranteed:

- Maintenance of public artworks shall be the responsibility of "Coastal QSR" or developer or property association and not the ARTIST. The responsible party shall make reasonable efforts to maintain the artwork in good repair. The responsible party shall attempt to consult the ARTIST and collaborator on major repairs.
- The artwork shall not be altered, modified, removed or relocated from a site integral to the concept for the work without first consulting with the ARTIST and collaborator, if reasonably possible. If a work, nevertheless, has been significantly altered, the ARTIST and collaborator shall have the right to disclaim authorship.
- Copyright of the artwork shall belong to the creator(s), but "Coastal QSR" or developer or property association shall be granted the right to make two-dimensional reproductions for non-commercial purposes.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

ATTEST:

CITY OF Boynton Beach, FLORIDA

Lori LaVerriere, City Manager

Crystal Gibson, City Clerk

APPROVED AS TO FORM:

City Attorney

State of Florida

County of Palm Beach

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, (2020), by (name of person making statement), who is personally known to me or who has produced (type of identification) as identification.

(Signature of person taking acknowledgment) [Notary Seal] (Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

Notary Public, State of Florida

Notary Public

Seal of Office _____

Printed, Typed or Stamped Name of

Notary Public Exactly as Commissioned

Individuals Who Signed Are:

Personally Known, No Identification Produced

This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes.”

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida’s Public Records Law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the CITY to perform the service;
- B. Upon request from the CITY’s custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and
- D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor’s possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY’s custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

**(CITY CLERK) 3301 QUANTUM BLVD. BOYNTON BEACH,
FLORIDA, 33435.
561-742-6061.
CITYCLERK@BBFL.US**

Scrutinized Companies

Scrutinized Companies. By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

REMAINDER OF THIS PAGE LEFT BLANK

ARTIST SIGNATURE PAGE FOLLOWS. (ARTIST FILL OUT THIS PAGE AND HAVE NOTARIZED)

ARTIST CONTACT INFORMATION

Name _____

Company _____

Address _____

Studio _____

Cell _____

Email _____

Web site _____

Social Media _____

Signature

Country _____

State of _____

County _____

STATE OF FLORIDA COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, (year), by (name of person making statement), who is personally known to me or who has produced (type of identification) as identification.

(Signature of person taking acknowledgment) [Notary Seal] (Name typed, printed or stamped)

(Title or rank)

(Serial number, if any) Individual who signed is:

___ Personally Known, No ID Produced OR ___ Identification Produced

Notary Public (Signature)

Country or State of _____

Notary Public

Seal of Office _____

Printed, Typed or Stamped Name of

Notary Public Exactly as Commissioned