



DEADLINE EXTENDED TO NOVEMBER 15, 2024

CITY OF PALM SPRINGS CALL FOR ARTISTS "BEAUTIFUL SHADE"

Date Issued: _____ Point of Contact: _____
Project Address: _____ Address: _____
City, State, Zip _____ City, State, Zip: _____
Project Name: _____ Phone: _____
Please respond by: _____ Email: _____

**QUOTE SUBMITTAL DEADLINE: NOVEMBER 15, 2024
5:00 PM**

SUBMIT PROPOSED QUOTES VIA EMAIL TO:
CFA-PSPAC@PALMSPRINGSCA.GOV

You are invited to provide a quote for the Beautiful Shade Art Project.

The City of Palm Springs Public Arts Commission is seeking artists to create new, permanent sculptures for their inaugural Beautiful Shade program.

Solicitation Overview:

Design fully functional, permanent art pieces which create shade. These will be art pieces, not architectural installations.

Artists should design the shade cast as well as the artistic structure itself.

Integration of organic and non-organic elements is allowed, but all aspects should be included in the overall budget.

Pieces may not be able to provide 100% of shade, 100% of the time, but consider when and how residents utilize public spaces to maximize the impact of your art.

A park used for morning dog walks is used differently for families watching afternoon soccer practice in the same location. Consider time of day and use of facility.

Your piece should be beautiful, reflect your personality as well as the image of Palm Springs, and encourage all residents to enjoy their public space.

These original pieces will become part of the Palm Springs Permanent Public Art

Collection.

There will be three tiers of submissions:

A design totaling \$5,000

A design totaling \$25,000

A design totaling \$50,000

Shade equity is a concept aimed at ensuring that all members of the Palm Springs community have equal access to comfortable and safe shaded areas within these outdoor spaces AND access to Public Art.

It recognizes that some individuals or neighborhoods may have limited access to shaded areas due to factors like socioeconomic disparities or geographic location. The goal is to rectify these inequalities by strategically placing **artful and original shade structures in parks** to benefit everyone.

Working with the PS Parks & Recreation Commission, and the PS Sustainability Commission, PS Public Arts Commission (PSPAC) is pleased to present a “Call For Artists” to design fully functional, permanent art pieces which create shade. These will be art pieces, not architectural installations.

NOTE: these commissions are not intended to replace foundational or commercial structures. We acknowledge that they may not provide 100% shade. These are art installations which provide some degree of shade. **The amount of shade that they provide will be part of the evaluation process.**

The installation can be one large piece, or multiple smaller pieces which enhance each other. The total commission amount per design does not change.

The commissioned money will be used by the artist to create one functioning and installed prototype of their shade structure.

Once completed, the city of Palm Springs reserves the right to manufacture additional copies of each work, as requested by the PS Parks & Recreation Department and based on community response. More than one winner may be chosen for each level.

All entries must be original work and artists are encouraged to be creative. Each of the potential parks have unique and distinct environmental challenges that would benefit from this program. We encourage artists to visit each potential location prior to submission.

The proposed artwork should feature imagery and a color palette that is welcoming, with the focus on themes that promote community, healthy living, family, sustainability, and offers maximized shade.

The sculptures can be any shape, form or design.

Works that explore an expanded notion of public sculpture and its surrounding environments are encouraged. A mixture of natural and man-made materials is acceptable, but if you are

introducing vegetation (i.e. plant coverings on metal objects), landscape maintenance, including irrigation, must be included in your budget.

We also encourage structures that can be used as customizable art: i.e. an oversized uniquely shaped metal umbrella that can be repainted annually by local schools.

The Beautiful Shade program is open to all artists 18 years of age or older. All entries must be original work and artists are encouraged to be creative in their selection of materials while considering safety requirements common to publicly accessible works of art.

All work must be safe, tamper-resistant, and easily maintained, regardless of ease of public reach.

Artwork must withstand a public and desert environment, mainly extreme heat but including windy conditions, for the duration of the installation.

In addition to being relevant to the demographics of each community, the artwork must satisfy reasonable standards of permanence and safety, meet all relevant codes required for public places, and offer reasonable proof of soundness against theft, vandalism or excessive maintenance and repair.

As the sites where the works will be displayed are in high pedestrian traffic areas, the safety of the public, including children, must be taken into consideration. Work must be as vandal-proof as possible and cannot have sharp edges or be easily breakable or bendable. Work must be of sufficient size to minimize possibility for theft.

All work entered must be freestanding and suitable for long-term outdoor public display. All accepted entries must be capable of being properly secured to a concrete pad, or securely anchored in the ground.

In making their decision, the Arts Commission will consider the submission of appropriateness to each community; the applicant's professional qualifications; proven ability to undertake projects of a similar scope; and artistic merit as evidenced by the submitted materials and professional history.

One artist can submit distinct proposals for each commission opportunity but will only be awarded for one level.

If selected, artists will be required to apply for appropriate permits (such as building permits) and be approved by respective City departments.

The Arts Commission will consider the submission of appropriateness to each community; the applicant's professional qualifications; proven ability to undertake projects of a similar scope; and artistic merit as evidenced by the submitted materials and professional history.

One artist can submit distinct quotes for each commission opportunity but will only be awarded for one park. The winners will not be eligible for future Beautiful Shade opportunities. More than one winner may be chosen for each level.

The anticipated date of installation is May 19, 2025. The Quote submittal deadline is November 15, 2024, at 5:00 PM via email to CFA-PSPAC@PALMSPRINGSCA.GOV .

QUOTE INSTRUCTIONS:

1. The City reserves the right to extend the Call for Artist date until we receive the required number of valid quotes.
2. Quote should include costs for all materials, fabrication, exterior finishes, transportation, installation, structural engineering, insurance, and artist fees. Please note, funds will be disbursed according to an established disbursement schedule.
3. Quote must include any warranties specified.
4. Quote is to be submitted on the pricing form provided by the City (attached).
5. If awarded, please submit your certificate of insurance and any warranty information for parts/labor along with your schedule of completion (if applicable).
6. Quote shall include:
 - A. Sketches, photographs, or other documentation of sufficient descriptive clarity to indicate the nature of the proposed sculpture. Please include ideal facing to maximize the shade potential and show your designed shade.
 - B. If selected, appropriate engineering drawings and calculations must also be provided for the artwork, including method of attachment, and wind resistance. Please note the following:
 - i. The artwork may not be electrified or include any electrical components.
 - ii. The artist is to propose the recommended method of attachment, including cost. City reserves the right to change the method of attachment depending on design of the selected artwork and placement location.
 - iii. The location for the artwork will be determined by the City and may be influenced by the presence of sprinklers and other underground facilities.
 - C. Additional samples of the artist's work other than the proposed sculpture.
 - D. Background information about the Artist who created the proposed sculpture.
 - E. Provide a description of maintenance procedures to maintain the first-class appearance and permanence of the sculpture.
 - F. Illustrations depicting several views of the sculpture.

QUOTE SUBMITTAL INSTRUCTIONS: The Artist Quote shall be submitted by **November 15, 2024, AT 5:00 PM**, via email to:

CFA-PSPAC@PALMSPRINGSCA.GOV

All blanks in the Quote/Pricing Schedule **MUST** be completed. In case of a discrepancy between the Unit Price and the Total, the Unit Price shall be considered correct. Contractor will be required to meet the City's Insurance Requirements prior to executing the work.

Attached: Attachment A: Scope of Work
Attachment B: Quote/Pricing Schedule
Attachment C: Warranty Requirements
Attachment D: Conflict of Interest / Non-Discrimination Form
Attachment E: Public Integrity Disclosure
Attachment F: References

ATTACHMENT A: SCOPE OF WORK

1. General Requirements

The artist will submit a quote for a Beautiful Shade project.

2. Scope of Work

- A. Create new, original, permanent sculptures for the Beautiful Shade program.
- B. The sculpture shall be a one-of-a-kind piece.
- C. The sculpture shall be appropriate in scale, material, form, and content for the immediate, general, social, and physical environments with which they relate.
- D. Consideration shall be given to structural and surface integrity, permanence, base, method of installation, and protection against theft, vandalism, weathering, wind, and maintenance and repair costs. As noted above:
 - i. The artwork may not be electrified or include any electrical components.
 - ii. The artist is to propose the recommended method of attachment, including cost. City reserves the right to change the method of attachment depending on design of the selected artwork and placement location.
 - iii. The location for the artwork will be determined by the City and may be influenced by the presence of sprinklers and other underground facilities.

Artwork shall be judged on artistic merit and appropriateness of the artwork to be placed at a site within the City.

3. Contract Pricing

- A. Costs outlined in the contract include all items needed to perform the work including, labor, materials, installation, overhead, profit, travel, and all administrative costs. Trip charges are not permitted under this Contract.

4. Invoicing

- A. The Contractor shall submit the invoice to the Contract Administrator. The invoice must contain the following:
 - i. Purchase order number.
 - ii. Work order number/ Job ticket.
- B. Approval for payment shall be authorized by the Contract Administrator.
- C. Please note, funds will be disbursed according to an established disbursement schedule.

ATTACHMENT B: QUOTE/PRICING SCHEDULE

1. Quote your best price, including freight, for each item. All blanks in the Quote/Pricing Schedule **MUST** be completed. In case of a discrepancy between the Unit Price and the Total, the Unit Price shall be considered correct. Contractor will be required to meet the City's Insurance Requirements prior to executing the work.
2. In submitting this quote, the vendor certifies that the prices in this quote have been arrived at independently, without consultation, communication, or agreement with any other vendor or competitor, for the purpose of restricting competition with regard to prices.
3. If shipping is required shipping shall be quoted FOB Destination, Freight Included.
4. **DISBURSEMENT SCHEDULE:** 40% of contract amount will be disbursed upon contract execution, 40% of contract amount will be disbursed after all required permits have been issued and the artwork is fifty percent complete (to be verified with photographs), 20% of contract amount will be disbursed upon completion, installation, and acceptance by City).

DESCRIPTION	ITEM	QTY	UNIT PRICE	PRICE TOTAL
Materials				
Fabrication				
Exterior Finishes				
Transportation				
Installation				
Structural Engineer				
Insurance				
Artist Fee				
Total				

COMPANY:

NAME OF PERSON AUTHORIZED TO SIGN:

ADDRESS:

CITY / STATE/ZIP:

PHONE:

EMAIL:

FAX:

DATE:

SIGNATURE:

TITLE:

THE CITY RESERVES THE RIGHT TO REJECT OR CANCEL ANY OR ALL QUOTES. TO WAIVE ANY INFORMALITIES OR IRREGULARITIES IN THE QUOTES RECEIVED AND TO CANCEL OR POSTPONE THIS PROJECT UNTIL A LATER DATE.

ATTACHMENT C: WARRANTY REQUIREMENTS

Artist will be required to agree to warranty clauses such as those stated below:

Defects in Materials or Workmanship. Artist warrants that the Artwork will be free of defects in workmanship or materials, and that Artist will, at Artist's own expense, remedy any defects due to faulty workmanship or materials appearing during the twenty-four (24) month period immediately following execution of both parties of this Agreement. This warranty includes any workmanship or materials which cause the Artwork to deteriorate over said twenty-four (24) month period in a manner inconsistent with the design, the approved plans and specifications or as would otherwise be expected from products made of similar materials, or from any quality within the materials which comprise the Artwork which, either alone or in combination, result in the tendency of the Artwork, or their installation, to deteriorate.

Title. Artist warrants that the Artwork is the result of the artistic efforts of Artist and that the Artwork will be delivered and transferred to City free and clear of any liens, claims, or other encumbrances of any type, exclusive of intellectual property rights of Artist.

**ATTACHMENT D:
CONFLICT OF INTEREST /
NON-DISCRIMINATION FORM**

CITY OF PALM SPRINGS, CA

CONFLICT OF INTEREST AND NON-DISCRIMINATION CERTIFICATION

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTE

Conflict of Interest. Consultant acknowledges that no officer or employee of the City has or shall have any direct or indirect financial interest in this Agreement, nor shall Consultant enter into any agreement of any kind with any such officer or employee during the term of this Agreement and for one year thereafter. Consultant warrants that Consultant has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of actual or perceived race, religion, color, sex, age, marital status, ancestry, national origin (*i.e.*, place of origin, immigration status, cultural or linguistic characteristics, or ethnicity), sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition (each a "prohibited basis"). Consultant shall ensure that applicants are employed and that employees are treated during their employment, without regard to any prohibited basis. As a condition precedent to City's lawful capacity to enter this Agreement, and in executing this Agreement, Consultant certifies that its actions and omissions hereunder shall not incorporate any discrimination arising from or related to any prohibited basis in any Consultant activity, including but not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship; and further, that Consultant is in full compliance with the provisions of Palm Springs Municipal Code Section 7.09.040, including without limitation the provision of benefits, relating to non-discrimination in city contracting.

NAME OF CONSULTANT/VENDOR: _____

NAME and TITLE of Authorized Representative:

(Print) _____

Signature and Date of Authorized Representative:

(Sign) _____ (Date) _____

ATTACHMENT E
CITY OF PALM SPRINGS
PUBLIC INTEGRITY DISCLOSURE
(INSTRUCTIONS FOR APPLICANTS)

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

Who Must File?

Applicants that are NOT a natural person or group of natural people that will be identified on the application and seek a City approval determined by a vote of City officials. Examples include corporations, limited liability companies, trusts, *etc.* that seek a City Council approval, or an approval by one of the City's board or commissions.

Why Must I File?

The City of Palm Springs Public Integrity Ordinance advances transparency in municipal government and assists public officials in avoiding conflicts of interest. The City's Public Integrity Ordinance, codified in Chapter 2.60 of the municipal code, reflects the City's interest in ensuring that companies (and other legal entities that are not natural people) doing business in the community are transparent and make disclosure as to their ownership and management, *and* further that those companies disclose the identity of any person, with an ownership interest worth two thousand dollars (\$2,000) or more, who has a material financial relationship with any elected or appointed voting City official, or with the City Manager or City Attorney.

Note: A material financial relationship is a relationship between someone who is an owner/investor in the applicant entity and a voting official (or the City Manager or City Attorney), which relationship includes any of the following:

- (1) the owner/investor and the official have done business together during the year prior to the application;
- (2) the official has earned income from the owner/investor during the year prior to the filing of the application;
- (3) the owner/investor has given the official gifts worth fifty dollars (\$50) or more during the year prior to the filing of the application; or
- (4) the official might reasonably be anticipated to gain or lose money or a thing of value, based upon the owner/investor's interest in the applicant entity, in relation to the application's outcome.

When Must I File?

You must file this form with the Office of the City Clerk at the same time when you file your application for a City approval determined by a vote of City officials, whether elected or appointed.

What Must I Disclose?

- A. The names of all natural persons who are officers, directors, members, managers, trustees, and other fiduciaries serving trusts or other types of organizations (attorneys, accountants, *etc.*).

Note: (1) only trusts or other organizations that are not the fiduciaries, (2) if a second entity that is not a natural person serves the applicant entity (e.g., as a member of an applicant LLC), then all officers, directors, members, managers, trustees, etc., of the second entity must be disclosed).

- B. The names of persons owning an interest with a value of two thousand dollars (\$2,000) or more who have a material financial relationship with an elected or appointed City official who will vote on the applicant's application, or with the City Manager or City Attorney.

What if I Have Questions?

PENALTIES

Falsification of information or failure to report information required to be reported may subject you to administrative action by the City.

****There are some additional supplementary instructions with an example following the form should you need further clarification.***

[name] _____	<input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner <input type="checkbox"/> Other
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7. Owners/Investors with a 5% beneficial interest in the Applicant Entity or a related entity

EXAMPLE JANE DOE <hr/> [name of owner/investor]	50%, ABC COMPANY, Inc. <hr/> [percentage of beneficial interest in entity and name of entity]
A. <hr/> [name of owner/investor]	<hr/> [percentage of beneficial interest in entity and name of entity]
B. <hr/> [name of owner/investor]	<hr/> [percentage of beneficial interest in entity and name of entity]
C. <hr/> [name of owner/investor]	<hr/> [percentage of beneficial interest in entity and name of entity]
D. <hr/> [name of owner/investor]	<hr/> [percentage of beneficial interest in entity and name of entity]
E. <hr/> [name of owner/investor]	<hr/> [percentage of beneficial interest in entity and name of entity]

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Disclosing Party, Printed Name, Title	Date
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City of Palm Springs, CA.

Business Disclosure Supplementary Instructions

In an effort to ensure we capture the required business entity information in accordance with the attached instructions, we provide you these supplementary instructions to clearly identify the required information, and the format the information should be provided.

If you, as the applicant, are a business entity (i.e. a corporation or limited liability company), and it is also comprised of other business entities as its members or having a financial interest, all other such business entities must also be disclosed, including those entities other business entities, if any.

Ultimately, the City's disclosure document (attached) requires a listing identifying all natural persons having any financial interest over 5% of the business entities (and any other business entities comprising your business entity).

As an example, the Applicant is: Acme Brothers, Inc., a California corporation, whose officers are: John Doe, Jill Doe, and Jay Doe, which is owned 50% by Acme Brothers, LLC, a California limited liability company, and John Doe (25% interest) and Jill Doe (25% interest). Acme Brothers, LLC, is managed by Acme Brothers 2, Inc., a California corporation, whose officers are: George Doe, Bill Doe, and Jane Doe, which is owned 100% by Acme Brothers 2, LLC, a California limited liability company, which is managed by George Doe, with George Doe and Jane Doe having 50% interest each.

The full business entity disclosure in this example would resemble the following:

1. Acme Brothers, Inc., a California corporation
 - a. Officers: John Doe, Jill Doe, and Jay Doe
 - b. Ownership:
 - i. 50% Acme Brothers, LLC, a California limited liability company
 - ii. 25% John Doe
 - iii. 25% Jill Doe
2. Acme Brothers, LLC, a California limited liability company
 - a. Managers: Acme Brothers 2, Inc., a California corporation
 - b. Ownership: 100% Acme Brothers 2, Inc., a California corporation
3. Acme Brothers 2, Inc., a California corporation
 - a. Officers: George Doe, Bill Doe, and Jane Doe
 - b. Ownership: 100% Acme Brothers 2, LLC, a California limited liability company
4. Acme Brothers 2, LLC, a California limited liability company
 - a. Managers: George Doe
 - b. Ownership:
 - i. 50%

ATTACHMENT F: REFERENCES

Reference 1	
Organization name:	Contact and title:
Address:	Phone number: Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	

Reference 2	
Organization name:	Contact and title:
Address:	Phone number: Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	

Reference 3	
Organization name:	Contact and title:
Address:	Phone number: Email Address:
Effective date of contract:	Value of Contract:
Description of products/services provided:	