



CALL TO ARTISTS: Request for Qualifications

City of Salem Naumkeag Portrait Project

The City of Salem, MA invites artists to submit qualifications for a \$30,000 public art commission grant award to create a portrait of a Naumkeag leader or other prominent Indigenous community member to commemorate the Indigenous Peoples of Salem, MA.

The Salem Public Art Commission, in conjunction with the City of Salem Department of Parks, Recreation, and Community Services; Mayor Kimberley Driscoll or her designee; the Massachusetts-Ponkapoag Tribal Council and other Indigenous community stakeholders, will be the acting Art Jury managing the artist selection process.

To be considered for this commission, submit your qualifications via email to jbarry@salem.com as well as twatkins@salem.gov by 4:00 p.m., May 15, 2020. Details below.

The Naumkeag Portrait Project was proposed by Mayor Kimberley Driscoll to the Public Art Commission in May 2019, with the purpose of recognizing and highlighting the contributions and sacrifices of the Indigenous Peoples of this land. The Naumkeag band of the Massachusetts, among other Indigenous communities, lived on and moved through this land long before the Town of Salem was established. The City's goal is to acknowledge the past and historic contributions of these communities, while honoring and celebrating the presences of these rich cultures and their Peoples today.

From the Request for Qualifications (RFQ), three or four finalists will be selected by the Art Jury to participate in an "in-person" interview process, to the extent we are able to do so, with the Art Jury. One artist will be selected by the Art Jury for this commission, based on the finalists' presentations and pending final formal approval by the Mayor. The selected artist will be required to meet or confer regularly with the Massachusetts-Ponkapoag Tribal Council and other members of the Indigenous community to identify the subject of the portrait and ensure that the completed product accurately and satisfactorily represents the Indigenous community in a way that feels appropriate to them.

The City intends to unveil the newly completed portrait as part of a public celebration in October 2020.

The City is seeking qualifications from artists with demonstrated portraiture painting experience. Ideally, this artists would also have some experience with or expertise in the art of Indigenous cultures. The \$30,000 grant commission must cover all services from subject/content development through final completion and framing, including but not limited to artist fee, travel, community meetings, research, subject sketches, materials, portrait creation, transportation, framing, and coordination with consultants, the Massachusetts-Ponkapoag Tribal Council, and City staff and volunteers.

PORTRAIT PARAMETERS:

- Subject matter to be informed by conversations with Indigenous community to ensure reflection of and connection to the deep history of Indigenous Peoples here in Salem.
- Proposed subject matter must be reviewed and approved by members of the Art Jury
- Preferred medium is oil paint, style can be classic or modern/contemporary
- Frame should be made of a simple dark natural wood
- Finished product is preferred to be Round or Oval in shape, to reflect the importance of the circle in Indigenous cultures
- Finished framed work should be approximately 36" x 28" in size, to be in keeping with the size of other portraiture in City Hall

THE SITE:

It has been proposed to the City Council that this new commissioned portrait be placed in the location where the existing portrait of Andrew Jackson now hangs in Council Chambers at Salem City Hall. If approved, the portrait of Andrew Jackson would be relocated to the Council anteroom or some other prominent location in City Hall. If this is not approved by Council, the newly commissioned portrait will be hung on display in another publicly viewable and prominent location of honor within Salem City Hall.

THE ARTIST SELECTION PROCESS:

1. Artists submit qualifications via email to jbarry@cambridgema.gov as well as Purchasing Agent Tom Watkins at twatkins@salem.com.
Requested qualifications are:
 - No more than 10 .jpg image examples of relevant previous work
 - A formal CV or Resume
 - Brief biographical information
 - Statement of interest for this specific commission
2. The Art Jury reviews all submissions and selects finalists.
3. Finalists interviews/presentations.
4. Art Jury will select one artist to be awarded the commission grant.

PORTRAIT CREATION PROCESS:

1. The selected artist will be paid one-third of the total commission for supplies and research time amount upon signing of City contract.
2. Contracted artist will begin work by meeting, to the fullest extent possible via virtual means, with members of the Indigenous communities in and around Salem, MA to help identify the subject, content, and style of the portrait.
3. Artist will review identified subject matter with Art Jury.
4. Once the subject is identified and agreed upon by all parties, including the artist, the artist will begin work on the creation of the piece.
5. Artist holds a mid-point check in with Senior Planner for Arts & Culture and/or full Art Jury
6. Artists delivers finished and framed work to the City of Salem. Remaining two-thirds balance of contact paid upon delivered of completed work that meets City's satisfaction and standards.
7. The new work is unveiled at a public celebration in October 2020.*
*Note: If the artist would like to give a talk about their process at this event, that would be welcome, but is not required.

TIMELINE:

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|----------------------|---------------------------------------------------|
| May 14, 2020 4pm | Deadline for submissions of qualifications |
| May 19, 2020 | Finalists selected |
| May 25-29, 2020 | Selected finalists' interviews |
| May 4, 2020 | Public announcement of selected artist |
| May – September 2020 | Work Created |
| July 1, 2020 | Project Mid-point Check-in |
| October 1, 2020 | Finished & Framed work delivered to City of Salem |
| October 12, 2020 | Unveiling Celebration & possible Artist's Talk |

ELIGIBILITY:

- Must have demonstrated Portraiture experience.
- Preference will be given to artists with experience/expertise in the art of Indigenous cultures.
- Salem is committed to providing equal opportunities for ALL. Artists of all gender, race, ethnicity, national origin, age, sexual orientation/ identity, religion/beliefs, education and physical ability are encouraged to apply.
- Salem residency not required.

HOW TO SUBMIT YOUR QUALIFICATIONS:

- Artists submit qualifications via email to jbarry@cambridgema.gov and twatkins@salem.com.
- Requested qualifications are:
 - No more than 10 .jpg image examples of relevant previous work
 - A formal CV or Resume
 - Brief biographical information
 - Statement of interest for this specific commission
- Deadline for submissions of qualifications is Thursday, May 14, 2020 by 4:00pm

DISCLOSURE STATEMENT:

The City of Salem is not liable for any costs incurred by the proposer in submitting this proposal. The City reserves the right to reject any or all proposals and to award the agreement in its best interest. The City reserves the right to make multiple awards. Any municipal permit fees required will be waived by the City, however, the awarded artist may still be required to pull the permits.

MGL c. 30B, §2 defines "Grant agreement", [as] "an agreement between a governmental body and an individual or nonprofit entity the purpose of which is to carry out a public purpose of support or stimulation instead of procuring supplies or services for the benefit or use of the governmental body. Therefore, this Contract is exempt from the rules and regulations of MGL 30B S. 5 or 6.

The City of Salem does not and shall not discriminate on the basis of race, color, religion, gender, gender expression, age, national origin, disability, marital status, sexual orientation, or military status, in any of its activities or operations.

Attached is the City of Salem contract with insurance requirements which will be executed. A Certificate of Insurance will be required at the time of contract execution.

QUESTIONS:

For more information please contact:

Julie Barry, Senior Planner of Arts & Culture at jbarry@salem.com or 978-619-5681.



CITY OF SALEM

Planning & Community Development Department

Contract Number: 20EX-10-200

Naumkeag Portrait Project

1. THIS AGREEMENT made and concluded this Xth day of June in the year Two Thousand XXXXXXXX by and between XXXXXXXXXXXX; hereinafter referred to as the (Vendor) and the City of Salem, 93 Washington Street, Salem, MA 01970, a municipal corporation established under the laws of the Commonwealth of Massachusetts, acting by and through its Mayor, Kimberley Driscoll; its Purchasing Agent, Thomas P. Watkins; and its XXXXXXXX, thereto duly authorized, hereinafter referred to as the (City).

2. WITNESSETH, that the said Vendor has agreed and by these presents does agree, for the consideration hereinafter contained to XXXXXX.

In case of any alteration of this contract, so much thereof as is not necessarily affected by the change, shall remain in force upon all parties hereto; and no payment for supplies and services furnished under such alteration shall be made until the completion of the whole contract, and the adjustment and payment of the bill when rendered for same shall release and discharge the said City from any and all claims or liability on account of any supplies and services furnished under this contract, or any alteration thereof.

3. **Performance Period: XXXXXXXXXXXX**

4. The Vendor shall not assign or transfer this contract, or any part thereof without the prior written consent of the Purchasing Agent of said City.

5. And the said Vendor further agrees to indemnify and save harmless the said City of Salem, its officers and agents from all claims and actions of every name and description brought against the said City, or its officers and agents, for or on account of any injury or damage received or sustained by any person, structure or property, by or from the said Vendor, servants or agents, or by, or on account of, any act or omission of the said Vendor, or servants or agents, in the performance of this contract; and the Vendor hereby agrees that so much of the money due to under, and by virtue of, this agreement, as shall be considered necessary by said Purchasing Agent, may be retained by the City until all such suits or claims for damages as aforesaid, shall have been settled, and evidence furnished to the satisfaction of said Purchasing Agent, provided, however, that notice of such claims, in writing and signed by the claimants, shall be previously filed in the offices of the City Clerk of said City.

6. It is furthermore agreed by the Vendor that the performance of this contract shall be strictly in accordance with its proposal dated XXXXXXXX now on file at the Office of the City Purchasing Agent of Salem, Massachusetts, which proposal is hereby made a part of this contract by reference.

7. IN CONSIDERATION WHEREOF, the City agrees to pay to the Vendor XXXXXXXXXXXX, said payment to be made within thirty days from receipt and acceptance of a reasonably detailed invoice. **THE ABOVE CONTRACT NUMBER MUST BE REFERENCED ON ALL INVOICES IN ORDER FOR THE VENDOR TO BE PAID.**

8. **Insurance Coverage:**

General - The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no

way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance - The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than One Hundred Thousand Dollars (\$100,000.00) for all damages to or destruction of property.

If applicable, the Vendor must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.

The General Liability and Auto Liability policies shall name the City of Salem as Additional Insured. In addition, A Waiver of Subrogation in favor of the City of Salem shall be provided for on the General Liability policy.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company as may be acceptable to the City of Salem and shall constitute a material part of the contract documents.

Failure to provide written proof to City and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same.

9. This Agreement may be terminated upon thirty (30) days prior written notice for failure of Vendor to provide adequate service as determined by the Purchasing Agent.
10. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement is subject to the provisions of Massachusetts's law, and to all lawful implementing regulations, as amended from time to time.
11. IN WITNESS WHEREOF the said; (XXXXXXXXXX); Vendor hath caused these presents and an instrument of like tenor to be executed in its name and behalf by a properly authorized officer of said company. An instrument of like tenor to be executed by the City in its name and behalf by its Mayor; its Purchasing Agent, and its XXXXXXXXXXXX.

All duly authorized as aforesaid, and its corporate seal to be hereto affixed.

XXXXXXXXXXXX

By:

CITY OF SALEM

By:

Authorized Signature

**Kimberley Driscoll,
Mayor**

Authorized Officer (print name)

**Laurie Giardella,
Finance Director**

Title

**Tom Daniel,
Dir., Dept. of Planning & Comm Development**

**Thomas P. Watkins,
Purchasing Agent**

Approved as to form:

**Elizabeth Rennard, Esq.,
City Solicitor**