



## CALL TO ARTISTS: Request for Qualifications

### City of Salem Call for Temporary Interactive Public Art

The City of Salem, MA, invites artists from the greater Boston area to submit materials for consideration for the award of a \$12,000 commission grant to create a temporary, interactive, public art installation in underutilized public parks in Salem, MA 01970.

The Salem Public Art Commission, in conjunction with the City of Salem 's Department of Parks, Recreation, and Community Services; Mayor Kimberley Driscoll or her designee; and other community stakeholders, will be the acting as Art Jury for the artist selection process.

To be considered for this commission, you must submit the required materials by 4:00 p.m. on Thursday, December 15, 2022 via the online portal here: <https://bit.ly/SubmitYourTempArt>. More details below.

The City of Salem's Public Art Commission (PAC), in partnership with the New England Foundation for the Arts and Massachusetts Area Planning Council's "Making it Public" program, is seeking to bring activation, playfulness, joy, color, and beauty into the City's neighborhood parks and underutilized spaces by commissioning a temporary work of interactive public art that will be installed in a public, City owned, space of the artists' choosing (with the approval of the PAC & the City's Parks & Recreation Commission) for a minimum of 4 months in the spring of 2023. The form and content of the artwork is at the artist's discretion. The PAC wants this project to be artist-led and challenges artists to get creative and think outside the box. All projects must be interactive in some way, through the inclusion of play or kinetic elements, musical components, digital interactions, etc.

The City is seeking applications from artists, or teams of artists, with demonstrated experience in creating outdoor and/or site specific works of art. The \$12,000 grant commission must cover all services from development through final completion including but not limited to artist fee, travel, community meetings, materials, creation, fabrication, installation, transportation, and project coordination.

From the applications received, three to five finalists will be selected by the Art Jury. At that stage, the Art Jury will notify non-finalists that they will not be moving forward to the next round and finalists will be invited to share additional details about their submitted qualifications and concept with the Art Jury. This may be conducted via "in-person" interviews with each finalist, or a request for additional information in writing, but all finalists will be given the same opportunity to present their work to the Art Jury. One artist, or team of artists, will be selected by the Art Jury for this commission, based on the finalists' presentations and pending final approval by the Mayor. Please note, full design proposals are not required as part of this process at any stage, but general rough sketches of ideas to be provided along with the original application submission are highly desirable.

#### THE SITE:

The City of Salem is looking to activate underutilized City owned parks and public spaces in neighborhoods across Salem that are **outside of** the City's core downtown area. Some such possible locations include, but are not limited to, Peabody Street Park, Gallows Hill Park, Redmond Park, St. Anne's Park, Patten Park, Leslie's Retreat Park & walking path, etc. The City encourages artists to think creatively and identify a site that resonates with them and their style of artwork. All proposed sites must be formally approved by the Parks & Recreation Commission, but this review and approval will be conducted after final artist selection is completed and will be done in partnership with the City's Arts & Culture program staff and Public Art Commission. Artists do not need to seek site approval at the submission stage.

## **PROJECT PARAMETERS:**

- Artworks/Projects must be temporary in nature and able to withstand varying weather conditions for a minimum of 4 months.
- Artworks/Projects must be interactive in some way.
- Artworks/Projects should encourage a sense of belonging, playfulness, and joy.
- Artworks/Projects should be in 'dialogue' with chosen site and encourage the public use of and interaction with the site in which they are installed.
- Artworks/Projects that can be stored and reused seasonally across multiple years is a plus, but not required.
- The \$12,000 grant commission must cover all associated project costs including artist time, materials, fabrication, transportation, travel etc. The City has some funds reserved to assist with site preparation, installation, and minor incidentals as needed at the discretion of the City.
- Artist must be present at and assist in the installation of the artwork on site.
- 2-D murals and/or one-off performance-based proposals will not be considered.

## **ELIGIBILITY:**

- Artists of ALL backgrounds are encouraged to apply.
- Must have some demonstrated experience with executing works of art in the public realm.
- 2-D murals and/or one-off performance-based proposals will NOT be considered.
- Artist must be a Massachusetts resident.
- Preference will be given to Salem based artists or artists with connections to Salem. Salem residency not required.
- The City of Salem is an equal opportunity employer that strives to be an inclusive place for people from diverse backgrounds, experiences, and perspectives so that they are able to thrive and belong. We are committed to treating all individuals with respect and dignity in matters of housing, employment, municipal services, contracts, purchasing, and public accommodation regardless of their identities including race, color, sex, religion, national origin, age, gender identity, gender expression, sexual orientation, size, ability, ancestry, marital status, immigration or residency status, and/or military status. We encourage ALL artists to apply.

## **THE ARTIST SELECTION PROCESS:**

- Artists submit themselves for considerations by uploading the required application materials (see list below) to the online submission form portal here: <https://bit.ly/SubmitYourTempArt>
- The Art Jury reviews all submissions, scoring them based on outlined review criteria, then using resulting scores, selects 3-5 finalists to move forward to next round.
- All artists will then be notified of their status of their application submissions.
- Finalists will be required to present additional information regarding technical considerations and relevance of proposal to project goals to the Art Jury. More details will be provided after Finalist selection.
- Art Jury will select one artist, or team of artists, to be awarded the commission grant.
- Selected artist, or team of artists, will be recommended by Art Jury to Public Art Commission and Mayor for final approval.

## **PROJECT REVIEW CRITERIA:**

The following is an overview of the review criteria that will be used to assess and score each submitted application. For more details about the scoring rubric and the weights associated with each review criteria, please see the sample score sheet provided as Appendix A to this document. Our stated review criteria are:

- Is the application complete, are all of the required materials present?
- Is the proposed idea temporary in nature, yet able to withstand various weather conditions for a minimum of 4 months.
- Is the proposed idea interactive in some way?
- Does the artist have experience with commissioned based work?
- Does the artist have experience working with municipalities?
- Do the submitted examples of past work showcase robust relevant experience in executing projects of this nature?
- Does the artist generally demonstrate an understanding of the projects goals and the process of creating & installing temporary public art?

- Do the artist’s work samples and CV/resume demonstrate substantial enough experience with the technical aspects of Public Art creation & installation?
- Has the artist considered the site they are proposing and how it fits with or connects to their proposed artwork?
- Does the artist’s statement of interest clearly articulate their interest in and ideas for this project?
- How well do the artist’s presented ideas, rough sketch (if provided) and general personal style align with the overall goals of this project?
- How well do the proposed ideas capture the essence of joy and play and allow for public interaction with the artwork.
- Overall quality and creativity of the proposed ideas.

**REQUIRED SUBMISSION MATERIALS INCLUDE:**

- A Statement of Interest for this specific commission including:
  - Why the project resonates with you.
  - A thorough written description of the piece of temporary public art you are envisioning that includes: materials, look and feel, size, info about interactive elements, and a brief overview of installation needs/requirements
  - The park or open space in which you would like to install your work, and why.
- A brief Artist Biography/Statement
- A formal CV or Resume demonstrating past relevant experience in PDF form
- A minimum of five (5) and maximum of ten (10) images compiled in one (1) PDF providing examples of relevant previous work
- \*A preliminary rough sketch of ideas strongly preferred where possible but not required\*

**HOW TO SUBMIT YOUR APPLICATION MATERIALS:**

- Artists should submit all materials via the **online submission form** here: <https://bit.ly/SubmitYourTempArt>
- Application Deadline is **Thursday, December 15, 2022 by 4:00pm**

**PROJECT COMMISSIONING/CREATION PROCESS:**

- The selected artist, or team of artists, will be paid one-third of the total commission for supplies and design time upon signing of City contract. (February 2023)
- Contracted artist(s) will create piece (Approximately 3 months March – May 2023)
- Artist(s) has mid-point check in w/ Senior Planner for Arts & Culture and/or Art Jury (April 2023)
- Second one-third payment issued following mid-point check-in.
- Artist(s) completes work. Remaining one-third balance of contract paid upon completion and installation of artwork that meets City’s satisfaction and standards. (June 1, 2023 - This date can shift slightly if the artist needs more time to complete a high-quality work, but work must be fully completed by June 30, 2023).
- Work unveiled at a public celebration\* (June 2023) \*Note: It is the City’s desire for the artist(s) to give a talk about the work and their process at an event once the work is installed.

**FULL TIMELINE:**

December 15, 2022 4pm	Deadline for submissions of materials
January 30, 2023	Finalists selected
February 1-10, 2023	Selected finalists’ review process & Art Jury recommendations to PAC
February 21, 2023	Public Art Commission ratification of Art Jury recommendation
February 22-28, 2023	Contract Development & 1 <sup>st</sup> Payment
February 28, 2023	Public announcement of selected artist
March - May 2023	Work Created
April 1, 2023	Project Mid-point Check-in & 2 <sup>nd</sup> Payment
June 1, 2023	Project Completed & Installed, Final Payment Issued
June 2023	Unveiling Celebration & Artist’s Talk (Exact Date TBD)

**DISCLOSURE STATEMENTS:**

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.

Funding for this project is generally provided by the New England Foundation for the Arts (NEFA), the Massachusetts Area Planning Council (MAPC), and the Salem Public Art Commission (PAC).

**FOR QUESTIONS CONTACT:**

Julie Barry, Senior Planner of Arts & Culture at [jbarry@salem.com](mailto:jbarry@salem.com) or 978-619-5681.

**ABOUT THE SALEM PUBLIC ART COMMISSION:**

The Salem Public Art Commission (PAC) is committed to enriching and enlivening the urban environment through innovative and transformative works of art in all media and modalities. With a focus on local artists and a global perspective of the art scene, PAC seeks to foster greater community awareness of and interaction with the arts, enhance the scope of Salem's public art collection, and celebrate diversity in all its forms among citizens and visitors of Salem's alike. The PAC feels Public Art in Salem should contribute to the community's identity as the cultural hub of the North Shore and a center for creativity; foster community pride, ownership and a sense of belonging; and enhance the quality of Salem's built environment. To see other Calls for Art from the PAC please visit: <https://www.salemma.gov/public-art-commission/pages/calls-artists>

**APPENDIX A: ARTIST SCORE SHEET**

**Artist Name:** \_\_\_\_\_

**1. General**

a. Is the application complete? Does it contain all requested information and materials in a format that is clear and easy to understand?	Y/N
b. Is the proposed idea interactive in some way?	Y/N
c. Is the proposed idea temporary in nature, yet able to withstand various weather conditions for a minimum of 4 months.	Y/N
<b>If the answer to any of the above is No, strongly consider disqualifying the applicant.</b>	

**2. Experience and Commissions – 30 Points**

a. Does the artist have experience with commissioned based work?	___/5
b. Does the artist have experience working with municipalities?	___/5
c. Do the submitted examples of past work showcase robust relevant experience in executing projects of this nature?	___/10
d. Does the artist generally demonstrate an understanding of the projects goals and the process of creating & installing temporary public art	___/10
<b>Experience and Commissions Subtotal:</b>	<b>___/30</b>

**3. Technical Review – 20 Points**

a. Does the artist’s work samples and CV/Resume demonstrate substantial enough experience with the technical aspects of Public Art creation & installation?	___/10
b. Has the artist considered the site they are proposing and how it fits with or connects to their proposed artwork?	___/10
<b>Technical Review Subtotal:</b>	

**4. Artistic Merit and Creativity – 50 Points**

a. Does the artist’s statement of interest clearly articulate their interest in and ideas for this project?	___/10
b. How well do the artist’s presented ideas, rough sketch (if provided) and general personal style align with the overall goals of this project?	___/10
c. How well do the proposed ideas capture the essence of joy and play, and allow for public interaction with the artwork.	___/10
d. Rate the artist’s overall sense of creativity from 1-10 with 10 being highest	___/10
e. Rate the overall quality of works submitted from 1-10 with 10 being highest	___/10
<b>Artistic Merit and Creativity Subtotal:</b>	<b>___/50</b>

**Overall Score – 100 Points**

<b>1. General – If NO Disqualify</b>	Y/N
<b>2. Experience and Commissions</b>	___/30
<b>3. Technical Review</b>	___/20
<b>4. Artistic Merit and Creativity</b>	___/50
<b>Grand Total:</b>	<b>___/100</b>
<b>Overall Recommendation to Proceed to Finalist Round</b>	<b>Y/N</b>

**Additional Comments, if any:**

**EXAMPLE CONTRACT**



**CITY OF SALEM**  
**Planning & Community Development Department**  
**Public Art Grant Agreement**  
**Mayor Jean Levesque Community Life Center Mural Project**  
**Contract Number: 23EX-XX-PA**

THIS GRANT AGREEMENT made and concluded this XXX day of XXX 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, Anthony Delaney; and its Planning and Community Development Department's Arts & Culture Programs, thereto duly authorized, and collectively hereinafter referred to as the (City).

WITNESSETH, that the said Vendor has agreed and by these presents does agree, for the consideration hereinafter contained, to create a mural for the Mayor Jean Levesque Community Life Center's Great Room in partnership and collaboration with its constituents with a Performance Period of November 2022 – February 2023.

It is furthermore agreed by the Vendor that the performance of this contract shall be strictly in accordance with the attached Scope of Work RFQ/Call for Artists and the Vendor's submission proposal dated September 15, 2022, which are both now on file at the Office of the City Purchasing Agent of Salem, Massachusetts and hereby made a part of this contract by reference and hereinafter referred to as "The RFQ".

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.

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.

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.

IN CONSIDERATION WHEREOF, the City agrees to pay to the Vendor Thirty Thousand Dollars (\$30,000), said payment to be made within thirty days from receipt and acceptance of a reasonably detailed invoice submitted by the vendor to the City in accordance with the payable schedule outlined in the attached the RFQ. THE ABOVE CONTRACT NUMBER MUST BE REFERENCED ON ALL INVOICES IN ORDER FOR THE VENDOR TO BE PAID.

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 Property Damage Insurance - The Vendor shall carry Insurance with 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 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.

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.

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.

IN WITNESS WHEREOF the said 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, Kimberley Driscoll; its Purchasing Agent, Anthony Delaney; and its Planning and Community Development Department's Arts & Culture Programs, All duly authorized as aforesaid, and its corporate seal to be hereto affixed.

VENDOR

By:

CITY OF SALEM

By:

\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Kimberley Driscoll,  
Mayor

\_\_\_\_\_  
Authorized Officer Print Name

\_\_\_\_\_  
Anna Freedman,  
Finance Director

\_\_\_\_\_  
Tom Daniel,  
Dir., Dept. of Planning & Comm Development

\_\_\_\_\_  
Anthony Delaney,  
Purchasing Agent

Approved as to form & content:

\_\_\_\_\_  
Elizabeth Rennard, Esq.,  
City Solicitor