

City of Salem, Massachusetts



Request for Proposals

RFP# 26EX-01



Salem 400+ Quadracentennial Programming at Old Town Hall in 2026

February 25, 2025

**PROPOSALS DUE BY:
4:00pm Wednesday, April 30, 2025***

*Late proposals will be rejected

City of Salem
Planning & Community Development
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Salem, MA 01970
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(978) 619-5695

REQUEST FOR PROPOSALS
2026 PROGRAMMING AT OLD TOWN HALL

CITY OF SALEM: ANTI-DISCRIMINATION STATEMENT

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, licensing agreements, 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.

REQUEST FOR PROPOSALS

2026 PROGRAMMING AT OLD TOWN HALL

PART 1. GENERAL INFORMATION

1.1 DESCRIPTION

The City seeks proposals from artists, performers, creatives, event management companies, and other qualified individuals, collectives, and organizations to oversee the management/production of programming at Old Town Hall, 32 Derby Square (hereinafter “the hall” or “the space”), in honor of the City’s Quadricentennial Celebrations in the year 2026. Events/Activations in the space may take place any time between January 1st, 2026 to September 19, 2026 then from November 9 - December 31, 2026. This call excludes programming between September 20 - November 8, 2026. Activation proposals may be for as short as a one-off/onetime program and up to a 2-week block of use. **All programs/activations must be free and open to the public and align with the City’s Goals and Mission Statement for the Salem 400+ celebrations. If selected, there will be NO FEE to use the space for the proposed activities.**

Salem 400+ commemorates Salem’s quadricentennial while acknowledging the preexisting indigenous community and explores the opportunities and connections of Salem’s multifaceted history while crafting a vision for current and future generations. The program’s goals include the amplification and affirmation of significant historical contributions and present cultures of Salem’s many communities through signature events and programs. Efforts will be made to engage the Salem community in addressing resiliency and adaptability to ensure a vibrant and sustainable Salem for future generations. Significant signature investments will be made in the city’s infrastructure, assets, and shared spaces. The program will expand opportunities to explore the myriad historical and cultural narratives of Salem, especially those that are historically underrepresented.

The selected managing entity (hereinafter “Licensee”) will have the primary purpose of creating unique and engaging activations on one or both levels of Old Town Hall that are open and welcoming to a diverse range of audience members.

Seeking to create accessible programming, the City requires that proposals include entirely free activations throughout the licensing agreement term. The City defines ‘free’ programming as programming where the hall remains an open, public space where visitors can engage without having to pay to enter and/or make a purchase. This may include, but is not limited to, free access to passive programming, specific free operating hours, free performances and more. The Licensee may not host any vendors selling goods in the hall during the span of their programming nor may they charge a ticket or access fee. The licensee must provide a certificate of insurance naming the City of Salem as additionally insured (See section 5.3 for details).

The Licensee may choose to activate the hall any day of the week and must provide free programming during activations. Hours of operation can run between the hours of 7 am to 11 pm Monday through Saturday and 7 am to 10 pm on Sundays. Load-in and load-out times for the Licensee will be conditioned by the City after selection.

The office space at Old Town Hall will also be serving as Event Headquarters/Information Center for the Salem 400+ celebrations as a whole, throughout 2026.

1.2 REQUEST FOR PROPOSALS (RFP) TERMS AND CONDITIONS

1.2.1 PROPOSAL PREPARATION

The prospective Licensee is to follow instructions and requirements of the proposal submission requirements in preparing and submitting their response to the RFP.

1.2.2 COST LIABILITY

The City of Salem assumes no responsibility and no liability for costs incurred relevant to the RFP by prospective Licensees prior to the issuance and/or during the execution of terms of licensing agreement.

1.2.3 REVISIONS TO THE REQUEST FOR PROPOSAL

In the event it becomes necessary to revise any part of the RFP, revisions shall be provided to all proposers on record. The City of Salem shall bear no responsibility or liability due to copies of revisions that are lost in mailing or not delivered to a prospective Licensee due to unforeseen circumstances.

1.2.4 SELECTION OF PROPOSALS

A. Evaluation of Proposal

The City of Salem's 400+ Staff and Advisory Team will appoint a Review Committee to evaluate the appropriateness and fit of the submitted proposals with the stated eligibility criteria outline here within for the 400+ celebrations. The Review Committee shall also assess date requests and will assign event dates to each proposal, honoring request made where possible. The documented results shall then be submitted to the City of Salem's 400+ Staff and Advisory Team who will confirm selection with applicants based on this evaluation. Please note, the City may request an interview with respondents if needed.

B. Selection Timing

Any licensing agreement that may result from the RFP shall be awarded within 30 business days after the proposal due date. The time for the award may be extended for up to 30 additional days by mutual agreement between the City and selected proposers.

C. Selection Criteria

The City of Salem shall award licensing agreements to the responsible prospective Licensee whose proposal conforms to the RFP, is the most advantageous to the City of Salem, and meets the requirements as described herein, see Part 4 of this RFP for more details eligibility.

D. Notice to Proceed

The selected Licensee will be required to sign a licensing agreement with the City of Salem in which he/she/they accept responsibility for the performance of services as stated in the submitted proposal and be prepared to commence work on project development immediately upon execution of the signed licensing agreement and receipt of Notice to Proceed.

E. Performance Period

The selected Licensee shall perform duties as outlined in the RFP response and the subsequent licensing agreement in accordance with accepted proposals. The Licensee should inform the City of any preferred/requested date(s) for the activation they wish to host at Old Town Hall. The City will attempt to honor any requested date(s) where possible but reserves

the right to request a change of date(s) as needed. Due to seasonal activations in the space no programming requests will be accepted for the time between Sept. 20 – Nov. 8, 2026.

1.2.5 ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful Licensee, in its entirety, shall form the basis of any licensing agreement that is awarded. Any changes or deviations by the Licensee from their stated and proposal will be considered a breach of licensing agreement unless said changes are approved by the City prior to their enactment. Any licensing agreement that may result from this RFP may be subject to the approval of the Mayor of the City of Salem.

1.2.6 SUCCESSFUL LICENSEE RESPONSIBILITIES

The successful Licensee will be required to assume sole responsibility for the programming of Old Town Hall as invited by this RFP and outlined in their submitted proposal. The City of Salem will consider the successful Licensee to be the sole point of contact with regards to licensing agreement matters.

1.2.7 RIGHT TO CANCEL/REJECT

The City reserves the right to cancel this RFP or reject in whole or in part any and all proposals if the City determines that cancellation or rejection serves the best interests of the City.

1.2.8 CONFLICT OF INTEREST

The Licensee agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 286A of the General Laws concerning conflict of interest. The proposer covenants that it presently has no interest and shall not require any interest, direct, or indirect, which would conflict in any manner or degree with the performance of their proposal under consideration.

No employee of the City of Salem and no public official who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement that effects his/her/their personal interest of any corporation or association in which he/she/they is directly or indirectly interested or have any financial interest, direct or indirect in this agreement or the proceeds thereof.

1.3 OBTAINING THE REQUEST FOR PROPOSALS (RFP) & SUBMISSION DEADLINE

The RFP shall be available beginning Tuesday, February 25, 2025.

The RFP and related documents, if any, shall be available for free download from the City's Purchasing Department website www.salemma.gov/public-art-commission/pages/calls-artists

All proposals must be submitted by 4:00pm Wed. April 30, 2025.

Late proposals will be rejected and not eligible for review.

PART 2. INSTRUCTIONS TO PROPOSERS

2.1 REQUIREMENTS AND SUBMISSIONS

Below please find a description of the requirements and submissions that must be included as part of a proposal.

2.1.1 PROGRAMMING PROPOSAL

Each proposal must include a Programming Proposal, which shall be labeled as “Programming Proposal”, and contain all the following:

- Cover Letter – A letter signed by an authorized representative of the Licensee, specifically binding the Licensee to all comments made in the proposal. Include a primary contact person for the proposal.
- Qualifications and Experience – Please provide:
 - Names of principals involved in this project
 - Identification of project manager.
 - Experience with similar projects and/or examples of past relevant work.
 - History, size, and structure of the Licensee. For individuals, tell us how long you have been conducting the work outlined in your proposal. (For organizations, please indicate if your Licensee is certified by the [Supplier Diversity Office](#), this is not a requirement.)
 - Contact information for at least three (3) references, including at least one reference for a similar project.
 - Resumes of lead project participants.
- Approach to Project – A detailed description of the approach to the Scope of Services in accordance with the Programming Parameters, provided in Part 3 of this RFP. Please include the following information:
 - Detailed overview of the Licensee’s vision the use of Old Town Hall as it relates to the Salem 400+ celebrations. Licensee should specify which floor(s) will be used and on which days/times of the activation.
 - Timeline for obtaining required permits and licenses for programming (*if applicable*).
 - Marketing and outreach plan.
 - Mockup floor plans for the layout of the space if available (*optional*).
- City Resources – A list of resources, data, or other assistance from the City that the Licensee anticipates needing in order to complete each task in the scope of services during the term of the licensing agreement.
- Forms:
 - Cover Sheet

2.2 PROPOSAL DELIVERY/SUBMISSION

- » Proposers must submit **all** required materials as **one (1)** comprehensive and clearly labeled PDF document.
- » Each PDF proposal submitted shall be labeled as follows:
“*The name of the proposer, 400+ Programming at Old Town Hall*”
- » Proposal PDFs must be emailed to both jbarry@saalem.com and vcherol@saalem.com.
- » Proposals shall be received on or before **4:00 pm on Wednesday, April 30, 2025**.
- » Any proposal received after that time shall be rejected and considered ineligible for review.

2.2.1 SIGNATURES

A proposal's cover letter must be signed as follows:

1. If the proposer is an individual, by her/him personally.
2. If the proposer is an organization/corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal/logo affixed.

2.3 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

2.3.1 QUESTIONS

Questions concerning this RFP must be submitted in writing to: Julie Barry at jbarry@salem.com and Virginia Cherol at vcherol@salem.com by **4:00 pm on Thursday, March 13, 2025**.

Written responses will be emailed in reply and posted publicly to the website www.salemma.gov/public-art-commission/pages/calls-artists by **4:00 pm on Monday, March 17, 2025**.

2.3.2 CHANGES

Any changes to this RFP will be sent via email to those known to have requested a copy of the RFP and posted publicly to the website www.salemma.gov/public-art-commission/pages/calls-artists.

2.3.3 MODIFICATIONS AND WITHDRAWALS

A proposer may correct, modify, or withdraw a proposal by written notice received by the City of Salem prior to the proposal due date. Modifications must be clearly labeled "Modification No. ___" and must reference this RFP.

After the proposal due date, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived, or the proposer will be allowed to correct them.

PART 3. SCOPE OF SERVICES

2.1 INTRODUCTION

Old Town Hall is a beautiful federal-style building built in 1816, located in the heart of historic downtown Salem, Massachusetts. Nestled between the Essex Street pedestrian mall and cobblestoned Front Street, this spacious and iconic structure is the crowning jewel of Derby Square and the earliest surviving municipal structure in Salem.

The first-floor space, "the Colonnade," presents wooden floors, large windows, and two rows of white pillars with lots of old-world charm and can accommodate standing room for up to one hundred (100) people.

The second story of Old Town Hall, "the Great Hall," is a breathtaking room with large Palladian arched windows, which fill the room with warm light, complemented by tall ceilings, chandeliers, and wooden floors. This room includes a small stage and a baby grand piano as well as a small anteroom and adjoining single restroom. This space can accommodate standing room for up to

one hundred fifty (150) people, for a total allowable building capacity of two hundred fifty (250), including personnel.

Old Town Hall has historically been used as a public market and a place for civic engagement. Over the decades the building has been home to many community-based arts and culture activations, as well as an active rental facility, among various other uses, and is a key element in Salem’s civic vibrancy and life. The longest residency in the building has been the City’s robust and highly successful partnership with History Alive Inc. and their production of Cry Innocent: The Trial of Bridget Bishop, which ran from June to November for more than thirty (30) years.

Recently, the City of Salem conducted a market assessment and community impact survey to determine the future of Old Town Hall. The consensus from these efforts was for the City to build off the existing uses, expand community access, diversify programming, and strive to create a thriving year-around community arts and culture center for Salem. In an effort to respond to the community’s input, move towards this new long-term vision for the space, and create a more equitable process for access to the space during peak demand, the City has decided to launch this call for proposals for programming at Old Town Hall during the Quadricentennial year of 2026.

You can learn more about Old Town Hall and even take a virtual tour on our website:

<https://www.salemma.gov/old-town-hall>

2.2 CITY GOALS

The selected Licensee will be responsible for programming in Old Town Hall on one or both levels for a period of time during 2026 with the following goals:

- Highlighting Salem specific stories and histories. Programs that connect to the Salem 400+ celebrations by showcasing Salem’s past, present, and future.
- Creating a unique and welcoming environment that draws residents and visitors to the space.
- Consistent and engaging programming on one or both floors throughout the time.
- Creating opportunities for public access to the space.
- Providing free access to activations for Salem residents and the general public.
- Offering program activations that serve a wide and diverse range of audience members.

2.3 PROGRAMMING PARAMETERS

The Licensee must adhere to the following programming parameters:

- 3.3.1 Definitions – The City of Salem will use the following definitions for terms used in this RFP:
- A. “Passive Programming”: Programming that visitors can engage with at any time during operation hours without advance planning where they may come and go freely at their discretion, i.e., art exhibitions, immersive installations, displays, etc.
 - B. “Active Programming”: Programming that takes place at specific times and/or that requires timed entry, advance planning, or a predetermined length of visit, i.e. performances, escape rooms, immersive experiences, etc.
 - C. “Free”: Programming where the hall remains an open, public space, where visitors can engage without having to pay to enter and/or make a purchase.
 - D. “Local”: Salem and its immediately adjacent communities Beverly, Danvers, Peabody, Lynn, Swampscott, and Marblehead.
- 3.3.2 Activations – The Licensee shall activate the space as follows:
- A. Minimum Requirements: All activations must be free, open to all ages and family friendly.

- B. Staffing: Staffing of the space during proposed activations is the responsibility of the Licensee. The City requests that the Licensee have no fewer than two (2) staff members present in the space during all activations. However, should staffing be a barrier to access for use of the space, the City will work with Licensees to provide staffing coverage as needed.
- C. Accessibility: The Licensee shall ensure that all activations are accessible to those with differing abilities. The City's ADA Coordinator can provide information and assistance.
- D. Cleanings: The City will provide regular cleanings in the space necessary to maintain the facility in tidy, clean, and sanitary operating condition. The Licensee shall notify the City if toilet paper and/or other supplies run low. The City will provide the stock.
- E. Activation Hours: Activations/Events may take place between the hours of 7 am to 11 pm Monday through Saturday and 7 am to 10 pm on Sundays. Evening and weekend hours are encouraged.
- F. Retail Restrictions: No vending or sales of any kind including but not limited to ticket sales and concessions will be allowed.
- G. Sample Activations: Activations may include, but are not limited to performances, passive displays, immersive experiences, art installations, theatrical productions, book clubs, poetry readings, community living rooms, classes, workshops, etc.

3.4 FEES AND COSTS

There is NO RENTAL FEE to use Old Town Hall for programming selected through this RFP process. In alignment with the Salem 400+ celebrations, the City is seeking to provide local creatives with an accessible space to promote local art and history. For this purpose, the rental fee for the use of Old Town Hall for the term of this licensing agreement will be waived.

Note: The Licensee is responsible for any and all costs related to permits, licenses, and/or professional services required to legally carry out the activations. City staff can assist the selected Licensee in determining what permits and fees are required and how to apply for them for the various activations listed in their proposal, but it is the sole responsibility of the Licensee to complete applications, apply for necessary approvals, and provide the City with proof of approval prior to load-in.

PART 4. EVALUATION AND SELECTION

4.1 MINIMUM THRESHOLD REQUIREMENTS

1. Respondent submitted all of the required documentation in the required format.
2. Respondent submitted proposal by or before **4:00pm, April 30, 2025**.
3. The proposed programming is free and open to the public.

4.2 QUALITY REQUIREMENTS

1. Narrative that describes the programming vision for the hall and how that vision relates to the Salem 400+ quadricentennial celebrations.
2. Provide a rough draft program calendar.
3. Draft space layout plan.

4.2 COMPARATIVE CRITERIA

Proposals will be evaluated on the degree to which they align with the City's goals and mission for 400+. See goals outlined on page 8, section 2.2 of this RFP.

4.3 RULE FOR AWARD

Any licensing agreement that may result from this RFP shall be awarded to the responsible and responsive Licensees offering the most fitting proposals, taking into consideration all evaluation criteria described herein.

4.4 SELECTION PROCESS

Following the deadline for receipt of proposals, the City of Salem's 400+ Staff and the Senior Planner for Arts & Culture will open submission emails and organize documents for review. The proposals will be evaluated by the identified Review Committee based on the Minimum Threshold Requirements as well as the eligibility & fit requirements contained in this RFP. The Review Committee shall notify the City of Salem's 400+ Staff and the Senior Planner for Arts & Culture which proposal was deemed most appropriate to move forward. Selected proposers will be notified via email within 30 business days of RFP closing.

PART 5. LICENSING AGREEMENT TERMS AND CONDITIONS

5.1 TERM OF LICENSING AGREEMENT

The term of any licensing agreement resulting from this RFP shall be negotiated between the applicant and the City. Specific scheduling will be informed by applicant's requested dates and determined at the City's discretion.

Any Licensee selected for 400 Programming must be aware that the City will be utilizing the front office room for a Salem 400+ Event Headquarters/Information Center.

5.2 ASSIGNMENT AND SUBLICENSING AGREEMENT

The successful Licensee is prohibited from assigning, selling, transferring, conveying, subletting, sublicensing or otherwise disposing of this licensing agreement or its rights, title, or any interest therein or its power to execute such agreement to any other person, company, or corporation without prior written consent and approval by the City of Salem.

5.3 INSURANCE REQUIREMENTS

A Certificate of Insurance (COI) is required at the time of contract execution. Insurance requirements are as follows: Renters must secure and maintain basic liability insurance in the amount of \$100,000 in the name of the organization listed on the contract for any event that is open to the public. A copy of the Certificate of Insurance (COI) naming the City of Salem as additionally insured must be submitted at least 30 days prior to your event. For catered private events, caterers must carry insurance and provide a copy to the City. The City of Salem will continue to maintain its liability, fire, and other insurance on Old Town Hall that is normally maintained for business purposes.

The Licensee shall, before commencing performance of the licensing agreement, be responsible for providing and maintaining general liability insurance coverage in force for the life of the licensing agreement of the kind and in adequate amounts to secure all obligations under the licensing agreement 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 Licensee agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Licensee 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 licensing agreement.

The Licensees must secure and maintain basic liability insurance in the amount of \$100,000 in the name of the organization listed on the licensing agreement for any event that is open to the public. A copy of the Certificate of Insurance (COI), naming the City of Salem as additionally insured and listing Old Town Hall as the site of activities, must be submitted at least thirty (30) days prior to Licensee's load-in to the hall. For catered private events, Caterers must carry insurance and provide a copy to the City. The City of Salem will continue to maintain its liability, fire, and other insurance on Old Town Hall that is normally maintained for business purposes.

If the Licensee will carry formal employees for the execution of services related to this RFP, the Licensee must carry workman's compensation insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations. All insurance coverage shall be at the sole expense of the Licensee and shall be held with such company as may be acceptable to the City of Salem and shall constitute a material part of the licensing agreement documents. Failure to provide written proof to the City and continue in force such insurance as previously mentioned shall be deemed a material breach of the licensing agreement and may constitute sufficient grounds for immediate termination of the same.

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 Licensee.

5.4 INDEMNIFICATION

Unless otherwise provided by law, the Licensee will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the licensing agreement by reason of any negligent action/inaction or willful misconduct by the Licensee, its agents, servants or employees.

5.5 FEDERAL, STATE & LOCAL LAW

The selected Licensee shall comply with all applicable Federal, State and Local laws and ordinances. The Licensee shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to and affecting the Licensee's use of Old Town Hall.

REQUEST FOR PROPOSALS
QUADRICENTENNIAL 2026 PROGRAMMING AT OLD TOWN HALL
PROPOSAL COVER SHEET
RFP# 26EX-01

Proposer: _____

Street Address: _____
(Number and Street) (City) (State) (Zip)

Taxpayer
Identification No: _____
(Social Security Number) (Federal Identification Number)

Contact Name: _____

Telephone: _____

Email Address: _____

Project/Program
Name: _____

Requested/Proposed
Program Dates: _____

Authorized
Signature: _____

Print Name: _____

Title: _____

Date: _____

SUBMISSIONS CHECKLIST

Submissions should include:

- This Completed Cover Sheet
- Full Programming Proposal containing all elements outlined within the RFP (see pages 8-10)