



Request for Qualifications
Office of Arkansas Secretary of State John Thurston

Design and Creation of a Statue of Johnny Cash
National Statuary Hall Collection



September 4, 2020

EXECUTIVE SUMMARY

Background

Thank you for your interest to participate in this exciting time for Arkansas! The Office of Arkansas Secretary of State John Thurston (“Secretary”), with the assistance of the Statuary Selection Committee and the Capitol Arts and Grounds Commission (jointly, the “Committee”), is seeking exceptional sculptors to design and cast a lifelike statue of John R. “Johnny” Cash (Johnny Cash). (The statue will be submitted through the official process mandated by the Architect of the Capitol to become part of the National Statuary Hall Collection in the United States Capitol in Washington, D.C. It will be one of two statues representing individuals from the State of Arkansas at the U.S. Capitol where each state is represented by persons of special historic significance and recognized achievement.



Method of Selection

The Secretary is issuing a request for qualifications (RFQ) to invite all qualified respondents interested in competing for the honor of creating this statue to submit a response. Initial responses will be reviewed by the Committee, and a determination by the Secretary will be made whether any of the responses warrant further consideration. If a response meets with approval of the Secretary, the respondent shall be invited to submit a model for further consideration and may afterwards be invited to negotiate payment terms for the work.

Project Specifications

The project scope is to create a representative full-length statue of Johnny Cash in either bronze or marble, as well as the pedestal on which the statue will rest. Background information to guide respondents in determining the approximate age of Johnny Cash to be represented in the statue may be provided by the Committee. The sculpture should be over life-sized, with a height between seven (7) and eight (8) feet. Seven (7) feet is the average height of a statue in the National Statuary Hall Collection. The separate pedestal on which the sculpture stands must be hollow with a steel frame construction and faced with marble or granite (Arkansas materials are strongly preferred, if available). It is recommended that the pedestal be designed and constructed with a removable panel (usually in the back) to allow access to attachment bolts. The pedestal design is integral to the statue and should help commemorate Johnny Cash.



Required Content for Submitting Qualifications

To be considered for review by the Committee, respondents shall submit three (3) complete sets of all required documentation delineated in Section III of this RFQ as follows:

Two (2) color paper copies of all written and photographic materials, and

One (1) electronic copy of all written and photographic materials on a flash drive or other acceptable electronic device.

Selection and Compensation of Finalists

After initial responses are reviewed, up to three (3) respondents (finalists) may be requested to submit a model. Those who are invited to do so, will receive a flat fee of \$2,500 for delivery of a finished model. The highest-rated respondent will be invited to negotiate a fee for the design and production of the statue. If the highest-rated respondent is unable to negotiate a fee that is within the project budget, then the Secretary, with advice from the Committee, shall begin negotiations with the next-highest respondent until the contract is awarded. The Secretary reserves the right to reissue this RFQ if fees cannot be negotiated with any of the finalists.

About John R. “Johnny” Cash

Johnny Cash is one of the most important, influential and respected artists in the history of recorded music. From his monumental live prison albums, to his extraordinary series of commentaries on the American spirit and the human condition, to a mesmerizing canon of gospel recordings, to his remarkable and unprecedented late-life artistic triumphs of will and wisdom, his impact on our culture is profound and continuing.

John R. Cash was born into a family of Arkansas sharecroppers in the middle of the Great Depression, and that hardscrabble life instilled in him a reverence for family, the earth, God and truth that informed his incredible life and vision over a half-century career. After a stint in the United States Air Force, where he distinguished himself as a radio intercept operator, and less-successful efforts as an automobile factory worker and door-to-door home goods salesman, Johnny broke onto the music scene in 1955 on Memphis’ fabled Sun Records. It was here, at the “birthplace of rock and roll,” where the world was introduced to his singular voice and compelling songwriting, through such eternal classics as *I Walk the Line*, *Big River* and *Folsom Prison Blues*.

As Johnny matured as an artist, he took his disciples on soaring adventures of the mind and soul, including the albums *Ride This Train*, a travelogue of the sights and sounds of his beloved country; *Blood, Sweat and Tears*, the Cash canon of working man blues; *Bitter Tears*, a searing examination of the treatment of Native Americans; *The Holy Land*, *Hymns from the Heart* and other deeply personal statements of faith and devotion; and, of course, the historic concerts at Folsom Prison and San Quentin, where he demonstrated that compassion and healing are more integral to humanity than retribution and disdain.

In 1969, The Johnny Cash Show was a groundbreaking fusion of musical styles, fresh voices and enduring legends that elevated him to the pinnacle of his craft, taking him to stages such as the White House, Carnegie Hall, behind the Iron Curtain and even Northern Ireland, where the combatants in the troubles temporarily ceased the hostilities to gather together in a Belfast church to hear him sing—albeit from opposite sides of the aisle. When he became the biggest selling recording artist on earth, it was an affirmation of his universality.

While most artists follow Neil Young’s adage, and either burn out or fade away, Johnny did neither. In his later years, new audiences flocked to hear his consideration of what it means to be human. His powerful statements on love, forgiveness and life and death spoke across time and generations, and still do so today. At the end of his life, Johnny Cash had become not only the champion and the conscience of the American Experience, but a portal through which mortals glimpse immortality, an exemplar of overcoming adversity through honesty, and a role model in the everlasting pursuit of Redemption and the promise of the unclouded day.

**ARKANSAS SECRETARY OF STATE
REQUEST FOR QUALIFICATIONS**

TITLE: **Johnny Cash Statue
for the National Statuary Hall Collection**

CONTRACTING OFFICER: **John Thurston, Arkansas Secretary of State**

ISSUE DATE: **September 4, 2020**

CONTRACT ADMINISTRATOR: **Kurt Naumann, Director of Administration/Legislative
Affairs
Arkansas Secretary of State's Office**

Responses, as specified within this RFQ, will be received CONTINUOUSLY through October 19, 2020. To be considered, responses to this RFQ must be received on or before 4:00 PM (CST) October 19, 2020. Responses received after the deadline will be disqualified.

The Secretary, upon advice and recommendation of the Committee, will select up to three (3) finalists from the responses to this RFQ to create a model which will help determine which respondent will be awarded the contract. Finalists who are asked to submit a model will receive compensation of \$2,500 to offset the costs of time and materials for the model each produces. Finalists selected to create a model will be notified in writing by the Contract Administrator.

SEND ALL RESPONSES DIRECTLY TO THE CONTRACT ADMINISTRATOR AT THE ADDRESS SHOWN BELOW:

Kurt Naumann
Director of Administration/Legislative Affairs
State Capitol, Suite 04
500 Woodlane Street
Little Rock, AR 72201
Kurt.naumann@sos.arkansas.gov

Inquiries concerning the RFQ shall be submitted **only by email to:**

**Kurt Naumann, at
kurt.naumann@sos.arkansas.gov**

IMPORTANT NOTE: In the email subject line, indicate respondent's name and the full RFQ title.

Example: *John Doe Enterprises Johnny Cash Statue RFQ*

NOTE: Emailed questions concerning the specifications in this RFQ will be answered as soon as reasonably practicable after receipt. Responses to questions will be sent by email. All RFQ questions and answers will be available on the Arkansas Secretary of State webpage.

**The images on page two are courtesy of the Architect of the U.S. Capitol.*

SECTION I: BACKGROUND

A. RFQ Background

Pursuant to Act 1068 of 2019 (the “Act”), the Arkansas General Assembly designated Daisy Lee Gatson Bates and John R. “Johnny” Cash as citizens of Arkansas to be represented in the National Statuary Hall Collection in the United States Capitol. The Act also commissioned the Arkansas Secretary of State to:

(1) Submit to the person responsible for the National Statuary Hall Collection in the United States Capitol a written request to approve the replacement of both of the statues commemorating the distinguished service of Arkansas notable citizens and provided by the State of Arkansas currently on display in the National Statuary Hall Collection in the United States Capitol;

(2) Coordinate with Arkansas's congressional delegation to provide all documentation necessary to comply with federal law regarding the National Statuary Hall Collection in the United States Capitol; and

(3) Enter into all agreements required by federal law to replace both of the statues in the National Statuary Hall Collection in the United States Capitol.

In fulfillment of this mandate, the Secretary is extending this request for qualifications (RFQ) for a commemorative scale sculpture of Johnny Cash to be submitted to become part of the National Statuary Hall Collection in the United States Capitol in Washington, D.C. The Secretary, with the aid of the Committee, will seek qualified respondents (“Respondents”) to provide the services described in this RFQ to design and produce the statue of the distinguished citizen identified in this RFQ’s title.

From among those qualified through this RFQ, the Secretary will extend an invitation to up to three (3) Respondents (finalists) to create a preliminary model, for which each Respondent will be paid \$2,500. Based on the preliminary model, the Secretary, with assistance provided by the Committee, will approve a Selected Respondent to create the final statue of Johnny Cash, pursuant to a contract awarded as a result of this RFQ.

A copy of the Act is attached to this RFQ as Appendix B.

B. Purpose of RFQ

This RFQ serves three (3) functions:

1. To specify how each Respondent shall submit qualifications.
2. To advise each Respondent of the parameters of the services being sought hereunder.
3. To provide (together with other specified documents) the terms of any contract resulting from this RFQ.
 - a. A subsequent contract incorporating the terms and conditions of the RFQ and the response will be executed when the Selected Respondent is chosen.

C. Timeframe

The statue must be complete and ready for shipment to Washington, D.C. by December 31, 2021, however, this timeline is contingent upon the approval process engaged in by the Joint Committee on the Library and the Office of the Speaker of the U.S. House of Representatives, and is subject to extension, by mutual written agreement of both parties to any contract executed pursuant to the design and creation of the statue of Johnny Cash.

D. Notifications

Notifications required to be sent under this RFQ or any resulting contract shall be delivered in writing to the Contract Administrator.

E. Definitions

1. “Committee” means the Statuary Selection Committee and the Capitol Arts and Grounds Commission responsible jointly for reviewing and advising the Secretary regarding the review and selection of responses received specific to this request for qualifications.
2. “Finalists” means those respondents selected by the Secretary to submit a model of the statue to guide contract award to the selected respondent.
3. “Maquette” means a scale model or rough draft of an unfinished sculpture used to visualize and test forms and ideas without incurring the expense and effort of producing a full-scale piece. Maquettes are typically

- between 24 inches and 36 inches in size.
4. “Respondent” means the individual or individual acting on behalf of a business submitting materials in response to this request for qualifications.
 5. “Secretary” means the Office of Arkansas Secretary of State John Thurston.
 6. “Selected respondent” means the respondent selected by the Secretary to enter into a contract to design and create a statue in accordance with the terms and conditions of this request for qualifications.

SECTION II: STATEMENT OF WORK

A. Project Scope

The scope of the project is to create a full-length statue of Johnny Cash in either bronze or marble. Background information to guide respondents in determining the approximate age of Johnny Cash to be represented in the statue will be provided by the Committee to help the Selected Respondent create a maquette. The Secretary will submit this maquette to the Congress’s Joint Committee on the Library for approval. Once approved, the Selected Respondent will be authorized to create a final full-size model in either marble or bronze. The sculpture should be over life-size, with a height between seven (7) and eight (8) feet. Seven (7) feet is the average statue height in the Statuary Hall Collection. The pedestal on which the sculpture stands must be hollow with a steel frame construction and faced with marble or granite (Arkansas materials are strongly preferred, if available). The steel frame/stone facing construction requirement is due to weight issues in the U.S. Capitol. It is recommended that the pedestal be designed and constructed with a removable panel (usually located in the back, on existing statues) to allow access to attachment bolts.

The total height of the statue, including the pedestal, shall be no greater than eleven (11) feet. Within that size range, the combined weight of a *bronze* statue and its pedestal shall not exceed 5,000 pounds; a *marble* statue and its pedestal shall not exceed 10,000 pounds. For a bronze statue, the selected patina and coating must be easily maintained and repaired. Formulas for the patina and coating materials must be provided to the Architect of the Capitol for use during future maintenance.

Pursuant to instructions given by the Architect of the Capitol, due to the design and structural specifications inherent to statues of this size and weight, all pedestals must be designed and approved by a licensed engineer.

The pedestal design is an integral component of the statue. The pedestal design should complement the statue of Johnny Cash as well as provide space to accommodate any appropriate text related to Johnny Cash; however, any final inscriptions or text will be provided by the Secretary, upon advice by the Committee, to the Selected Respondent. Inscriptions on the pedestal shall include the name of the state and the name of the person represented. The Architect of the Capitol prefers that inscriptions be carved; however, inscriptions can be raised or cast on a bronze plaque.

The Selected Respondent must attend any official unveiling ceremonies and keep detailed records of the entire artistic process so that it can be documented for posterity. The Selected Respondent must also agree to let a photographer, approved by the Secretary, photo-document the entire process, from the time of Respondent’s selection as a finalist through the process of creation of the maquette and final statue. Finally, the Selected Respondent must work closely with the Secretary and his staff, the Committee, the Joint Committee on the Library of the U.S. Congress, and the Architect of the Capitol.

The Selected Respondent will be required to keep detailed records and files (including invoices, receipts, timesheets, etc.) documenting time spent, cost of raw materials, and expenses incurred by third parties (e.g., students, apprentices, other studio employees, subcontractors, etc.), throughout the duration of contract award.

B. Project Phases

The project will consist of four phases:

1. **Phase One:** The Selected Respondent must work with the Committee to determine how Johnny Cash will be memorialized in the statue. This includes at what age Johnny Cash will be depicted, which pose, what clothing he is wearing, props, etc. It will also involve preliminary design of the statue's pedestal which may be subcontracted to ensure engineering certification to design and safety standards. This first phase will be the most important because the design of the statue and pedestal will be determined.
2. **Phase Two:** The Selected Respondent will create a maquette and deliver photographs of the maquette from all four sides and the proposed dimensions of the completed statue. The maquette and photographs must be submitted for review and approval, in formats prescribed by the Architect of the Capitol, by the Joint Committee on the Library.
3. **Phase Three:** The Selected Respondent will create a full-size clay model and pedestal design, including the proposed inscriptions. As at Phase Two, the Selected Respondent must also produce photographs of the model from all four sides, dimensions, and engineering drawings of the pedestal, the anticipated weight of the completed statue and pedestal, and the text of any proposed inscription. This must be submitted for review and approval by the Joint Committee on the Library. Any structural, safety, and design concerns raised by the Secretary, the Committee, the Selected Respondent, the Joint Committee, the Architect of the Capitol, or any other party to the contract and process must be addressed before proceeding to Phase Four.
4. **Phase Four:** The Selected Respondent will create the completed statue, cast in bronze or carved in marble, and the completed pedestal (Arkansas materials are strongly preferred, if available). The Selected Respondent must also produce photographs of the completed statue and pedestal from all four sides as well as any text, dimensions, the final weight of the completed statue and pedestal, and the complete text of any inscriptions. The photographs and accompanying documentation must be submitted in a format prescribed by the Architect of the Capitol for review and approval by the Joint Committee on the Library.

SECTION III: REQUIRED CONTENT FOR SUBMITTING QUALIFICATIONS

- Responses that do not follow formatting or content instructions may be rejected at the discretion of the Arkansas Secretary of State.
- Responses must be sent through U.S. Mail (return receipt requested), FedEx, or UPS. Respondents must follow the directions contained within this RFQ when submitting a response.
- Respondents must organize the components in the submission in the numerical order listed below, using the submission components as headings when providing the written responses requested.
- Respondents are required to number all pages consecutively in the submission, including exhibits or attachments and pages intended to be blank.
- The page number and total number of pages should be located in the bottom right page footer with the responding entity name in the bottom left page footer in the format in the example below:

John Doe Enterprises RFQ-Johnny Cash Statue

Page X of Y

1. **Cover Letter.** Each Respondent's RFQ response shall begin with a signed cover letter addressed to the Contract Administrator at the address below:

Kurt Naumann
Director of Administration/Legislative Affairs
State Capitol, Suite 04
500 Woodlane Street
Little Rock, AR 72201
Kurt.naumann@sos.arkansas.gov

2. **Business Name and IRS Employer Identification Number (EIN).** Each Respondent must be authorized to do business in the State of Arkansas to be awarded a contract. For additional information regarding business filings in Arkansas, please reference <https://www.sos.arkansas.gov/business-commercial-services-bcs>. Each Respondent must submit the full business name, entity type (e.g., corporation, sole partnership, etc.), physical address, mailing address, telephone number (cell phone number preferred), and email address of the business entity. If the Respondent is a business, identify the individual who will function as the project leader. If the Respondent is practicing as a partner, associate, or employee of a parent organization, identify both the Respondent and the parent organization. Respondents must have or obtain an Employer Identification Number (EIN) from the IRS before submission of a response to this RFQ.
3. **Principal Contact.** Provide the full name, title, physical business address, business mailing address, email address, telephone number, and cell phone number of the individual who will be responsible for responding to any questions about the information submitted in response to this RFQ.
4. **Respondent's Resources and Availability.** The respondent shall submit one page describing his or her office and/or studio space, casting capability (in cases in which bronze is the proposed medium), support staff available, and transportation capacity.
5. **Artistic Ability.** This component of the response shall address the Respondent's artistic ability. At a minimum, it should include:
 - The Respondent's conceptual approach towards what he or she thinks the statue should look like (three pages maximum);
 - At least five (5) pictures of the Respondent's recent work (preferably the last 2-5 years). Pictures must be included in a clear plastic slide sheet, each marked with the Respondent's name, picture number, and title of the work pictured. The Respondent must also submit digital copies on a flash drive labeled with the Respondent's name (do not send originals, as nothing in the submission will be returned);
 - i. Physical and digital image list: a sheet of information with the Respondent's name, telephone number, title of work, medium, date of work, size, and corresponding picture/image number (this will help explain the Respondent's pictured work and aid in the Committee's evaluation);
 - The Respondent's current professional resume and any supporting documents;
 - A resume, description of, and list of works completed by the foundry where the sculpture, if bronze, will be produced or where the marble will be carved, and/or the same set of documents and qualifications of the group the Respondent generally works with on sculpture projects;
 - Range of commission amounts the Respondent has received, including the commissioning entity and the approximate number of hours spent in completing the commissioned item;
 - Respondent's questions or issues (if any) regarding the project and/or potential contract; and
 - A projected timetable for producing the sculpture highlighting specific phases of work and variables that should be considered.
6. **References.** Respondents shall include one page listing the name, mailing address, email address, and telephone contact information of each of three (3) references who are familiar with and can attest to the respondent's artistic ability and professional competence. Each reference's listing should include a brief statement explaining how he or she became familiar with the work of the Respondent.
7. **Potential Conflicting Relationships.** Respondent shall disclose any current or former employment, or previous or current contractual engagement by the Respondent with an Arkansas State agency, Arkansas Constitutional Offices, Arkansas legislators, Arkansas Capitol Arts and Grounds Commission, or universities within the previous five (5) years.
 - The disclosure must include service dates and all relationships or projects including projects performed as a subcontracting artist or as an unpaid volunteer. It is likely that Respondents may be or are related to current or retired public employees or are current or former employees of organizations receiving or who have received public funds. Respondents shall disclose any relationships involving the respondent's immediate family. The term "immediate family" means a spouse, children, parents, brothers and sisters, and grandparents. Disclosure of a possible conflict with an agency **will not** immediately disqualify the Respondent from the work.
8. **Disclosure of any Litigation.** Respondent shall respond to the question "Does the Respondent have any pending litigation or binding arbitration with any client?" If yes, describe the matter, the name of contending parties, and what court or arbitration entity is handling the matter.
9. **Statement of Approach and Understanding.** Respondent shall include a description, not to exceed three (3) single-spaced pages, of the Respondent's understanding of Johnny Cash and his impact on the world, the State of Arkansas, and the Respondent personally. The statement should address why the Respondent wishes to undertake this work and what the Respondent proposes as an approach to working with the Committee to capture the proper image of Johnny Cash for the National Statuary Hall.

SECTION IV: THE PROCUREMENT PROCESS

This procurement is a competitive, qualifications-based process culminating in the selection of a Selected Respondent eligible for a contract to perform the necessary services for the agreed compensation and subject to the contract's terms.

The Committee will review responses to this RFQ and will recommend to the Secretary up to three (3) Respondents (finalists) it determines, in the Committee's discretion, most qualified to produce the statue that the Secretary is calling for under this RFQ. The Secretary will select and notify all final respondents.

Qualifications submitted expressing unwillingness to perform any task specified by the RFQ Statement of Work will be disqualified and not considered. Selection of finalists is not a retainer and does not constitute a guarantee of work or compensation.

SECTION V: GENERAL TERMS AND CONDITIONS

The following section refers to the general terms and conditions that shall be included in a contractual agreement with the Secretary of State as a result of this RFQ.

1. Performance and Scope of Work

The Selected Respondent hereby agrees to perform, in a manner satisfactory to the Secretary and consistent with this agreement and as directed and approved by the Contract Administrator, the Statement of Work as described in Section II of this RFQ.

2. Contract Term

The term of any contract awarded under this RFQ shall be for a term of three hundred and sixty-five (365) days, commencing upon the date of execution by both parties. The term of contract award may be extended, by mutual written agreement of both parties. However, availability by the Respondent beyond this term, for the purpose of unveiling the statue does not constitute an extension or renewal of the contract.

3. Time of the Essence

Time is of the essence in the performance of a contract awarded to a Respondent as a result of this RFQ.

4. Independent Contractor

Any Respondent awarded a contract as a result of this RFQ is and shall be deemed to be an independent contractor in the performance of the contract and as such shall be wholly responsible for the work to be performed.

5. Personnel

All artistic services must be performed solely by the person responsible for doing the work. The Respondent shall not substitute any other person for the Artist in performance of any contract awarded under this RFQ without express prior written approval of the Contract Administrator.

6. Subcontracting

Any subcontract work proposed to be performed by the respondent as part of a response to this RFQ, including but not limited to pedestal design and transportation, shall not be subcontracted to any other party, without express prior written approval of the Contract Administrator.

7. Assignment

No assignment of the respondent's obligations or the respondent's right to receive payment under an awarded contract shall be permitted absent a signed written agreement from all parties to any awarded contract.

8. Contract Administrator and Notice

The Contract Administrator shall be responsible for ensuring the Selected Respondent's conformance with the terms, conditions, and performance specifications as set forth in this RFQ and any resulting contract.

The Contract Administrator for the RFQ is Kurt Naumann and his phone number, email address, and mailing address to be used for any and all communications regarding this RFQ are listed below:

Kurt Naumann
Director of Administration/Legislative Affairs
State Capitol, Suite 04
500 Woodlane Street
Little Rock, AR 72201
Kurt.naumann@sos.arkansas.gov
501-680-0239

The Contract Administrator and the Selected Respondent are the persons to whom notices provided for in an awarded contract shall be given and to whom matters relating to administration or interpretation of any awarded contract shall be addressed. Either party may change its contact information by written notice to the other party.

Notice under a contract pursuant to this RFQ shall be sufficient if emailed to the Contract Administrator or the Selected Respondent.

9. Termination

a. Termination without Cause. The Secretary may terminate any awarded contract without cause by giving five (5) business days' written notice to the Respondent. In such an event, all finished or unfinished deliverable items prepared by the Respondent under any awarded contract shall become the property of the Secretary. If the contract is terminated during any ongoing task of the Respondent, the Respondent shall be paid a pro rata amount equal to the Respondent's reasonable labor, materials, and overhead costs demonstrably incurred for work performed in connection with that task prior to receipt of the notice of termination, but in no event shall the amount be greater than the amount that the Secretary would have been obligated to pay if the task had been completed and its associated deliverables had been accepted. If an interrupted task is one of multiple tasks to which a deliverable payment would have applied, the amount of compensation for the interrupted task shall be equivalent to the percentage of the task performed.

b. Termination with Cause. If, for any reason, the Respondent shall fail to fulfill his or her obligations under any awarded contract, the Secretary shall have the right to terminate any awarded contract immediately by giving written notice to the Respondent. In such an event, all finished or unfinished deliverable items prepared by the Respondent under this RFQ shall become the property of the Secretary. If the contract is terminated during any ongoing task of the Respondent, the Respondent shall be paid a pro rata amount equal to the Respondent's reasonable labor, materials, and overhead costs demonstrably incurred for work performed in connection with that task prior to receipt of the notice of termination, but in no event shall the amount be greater than the amount that the Secretary would have been obligated to pay if the task had been completed and its associated deliverables had been accepted. If an interrupted task is one of multiple tasks to which a deliverable payment would have applied, the amount of compensation for the interrupted task shall be equivalent to the percentage of the task performed. Notwithstanding the foregoing provision, the Respondent shall not be relieved of liability to the Secretary for damages sustained by the Secretary by virtue of the Respondent's breach of this contract, and the Secretary may withhold any payment due the Respondent for the purpose of setoff until such time as the exact amount of damages due the Secretary from such breach can be determined. In case of default by the Respondent, without limiting any other remedies for breach available to him or her, the Secretary may procure contract services from other sources and hold the Respondent responsible for any and all excess costs occasioned thereby, including the reissuance of this RFQ. The filing of a petition for bankruptcy by the Respondent shall be an act of default under any contract awarded under this RFQ.

c. Mutual Termination. Upon mutual written agreement of the Secretary and the Respondent, the contract may be terminated at any time.

10. Force Majeure

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented or delayed from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, information technology breach deemed not to have been preventable under standard cybersecurity protocols, earthquake, hurricane, tornado, global pandemic, or other catastrophic natural event or act of God.

11. Payment for Assessment

a. Artist Fee and Expenses. The Secretary shall negotiate a fee with the Selected Respondent for the design and production of the statue to be paid in agreed-upon incremental installments which correspond to the project phases specified in Section II B. The fee includes the figure, pedestal/base, supervision and cost of shipping (with insurance) of the piece, inclusive of the pedestal/base, to an agreed-upon location. Payments will be made in four (4) progressive installments: the first upon delivery of a maquette approved by both the Secretary and the Joint Committee on the Library; the second upon delivery of a full-scale model approved by both the Secretary and the Joint Committee on the Library; the third upon the delivery of both a cast bronze or carved stone statue and pedestal design and inscription

approved by the Secretary and the Joint Committee on the Library; and the final installment after the statue is successfully delivered to and formally accepted by the Joint Committee on the Library in Washington, D.C. Partial payments for material procurement and certain services/subcontracts may be authorized by the Secretary upon written request by the Selected Respondent.

The Secretary will pay a flat fee for any model, upon prior approval, of \$2,500 to up to three (3) finalists selected to make a model for the Committee's review and final approval by the Secretary.

b. Respondent Travel. The Secretary shall negotiate travel costs proposed by the Selected Respondent in conjunction with performance of any contract issued pursuant to this RFQ.

c. Submission of Final Product. Acceptance of the statue is contingent upon the Secretary and the U.S. Congress's Joint Committee on the Library.

d. Invoicing. The Contract Administrator shall review each invoice to insure that requested payment is consistent with work completed for each respective phase of the project. The invoice must contain a detailed description of the Respondent's work completed through the time of invoicing.

e. Payment. If the Contract Administrator determines that the work billed is reasonable, the Secretary shall pay the Respondent within thirty (30) days of receipt of the Respondent's invoice. If the work billed is not reasonable, the Secretary may withhold payment until the work is satisfactorily completed or the Respondent submits an invoice that is reasonable given the scope and quality of the work.

12. Additional Contract Expenses

Any expenses of the Respondent in addition to those contracted for or above the contract amount require prior written approval from the Contract Administrator.

13. Confidentiality

The Respondent shall comply with all applicable confidentiality laws contained in Arkansas law as pertaining to this engagement.

14. Care of Property

The Respondent agrees that he or she shall be responsible for the proper custody, care, and insurance of any property furnished to him or her for use in connection with the performance of any contract awarded under this RFQ and shall reimburse the Secretary for loss or damage of such property, as applicable. At the termination of any contract awarded under this RFQ, the Respondent shall contact the Contract Administrator for instructions as to the disposition of such property and shall comply with such instruction.

15. Copyright

All deliverable items produced pursuant to any contract awarded under this RFQ are the exclusive property of the State of Arkansas until they are transferred from the State of Arkansas to the United States of America. The Respondent shall not assert a claim of copyright or other property interest in any deliverables.

16. Advertising

The Respondent shall not use the award of any contract awarded under this RFQ as part of any news release or commercial advertising, prior to, during, or after the contract period, without prior approval from the Contract Administrator.

17. Audits and Access to Records

The Secretary reserves the right to conduct audits of the Respondent's records and files related to the performance or cost of any contract awarded under this RFQ. The Respondent shall make available to the Secretary any person, record, or file deemed necessary by the Secretary to validate either performance or cost. The Secretary may, in his sole discretion, assign to the State Auditor or other third party its rights to conduct an audit of the Respondent's records and files as provided herein. The Respondent shall be accountable for resolving any discrepancy arising from any audit.

18. Choice of Law

The validity of any contract awarded under this RFQ and any of its terms or provisions, as well as the rights and duties of the parties to any contract awarded under this RFQ, are governed by the laws of Arkansas. The Respondent agrees and submits, solely for matters concerning any contract awarded under this RFQ, to the exclusive jurisdiction of the courts of Arkansas and agrees that the exclusive venue for any legal proceedings shall be Pulaski County, Arkansas. The place of any contract awarded under this RFQ and all transactions and agreements relating to it, and their situs

and forum, shall be Pulaski County, Arkansas, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement of any contract awarded under this RFQ shall be determined. **This provision is not a waiver of the State's sovereign immunity.**

19. Compliance with Laws

The Respondent shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

20. Equal Employment Opportunity

The Respondent shall comply with all federal and state laws relating to equal employment opportunity.

21. E-Verify

The Respondent certifies that it verifies the work authorization of its employees through the federal E-Verify system.

22. Worker's Compensation Insurance

The Respondent shall obtain, pay for, and keep in force, for the duration of the contract, Worker's Compensation insurance, as required by the laws of Arkansas and any other states in which workers are employed as a result of a contract awarded, covering all of the Respondent's employees, if any, engaged in any work under this agreement.

23. Indemnification

The Respondent shall hold and save the State, its officers, agents, and employees harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of any contract awarded under this RFQ, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Respondent in the performance of any contract awarded under this RFQ. The Respondent represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Respondent goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of any contract awarded under this RFQ.

24. Amendments

No contract awarded under this RFQ may be amended orally or by performance. Any contract awarded under this RFQ may be amended only by written amendments duly executed by the Secretary and the Respondent. No changes to the scope of work, time for performance, or any other contractual terms shall be effective without a written amendment.

25. Entire Agreement

Any contract awarded under this RFQ and any documents incorporated into that contract specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements.

26. Survival of Promises

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract's expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation.

27. Insurance

Within thirty (30) days of the effective date of the contract, the Respondent shall obtain a general commercial liability insurance policy with coverage of not less than five hundred thousand dollars (\$500,000) per occurrence and one million dollars (\$1,000,000) in the aggregate. The Respondent shall provide proof of the required contract of insurance to the Contract Administrator within thirty (30) days of the effective date of the contract. Failure to maintain the required insurance for the duration of the contract shall be an act of default under any contract awarded under this RFQ, unless explicitly waived in writing by the Contract Administrator.

28. Periodic Status Reports

The Secretary shall require monthly written status reports to ascertain progress made according to established timeframes or milestones. Additional periodic status reports may be required at the discretion of the Secretary.

SECTION VI: EXECUTION OF PROPOSAL BY RESPONDENT

Execution of Proposal – By submitting this proposal, the Respondent certifies the following:

- a. This proposal is signed by the Respondent or by an authorized representative of the person or legal entity with which the Respondent is associated.
- b. The Respondent shall obtain insurance certificates as required within thirty (30) calendar days from the date of execution of the contract.
- c. The Respondent has read and understands the conditions set forth in this RFQ and agrees to them with no exceptions.
- d. The Respondent shall, if selected for award, sign an Execution of Contract.

Therefore, in compliance with this RFQ and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within thirty (30) calendar days of issuance of a letter of intent to award contract by the Contract Administrator, to furnish the subject services described herein.

RESPONDENT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

EMAIL: _____

Principal Place of Business if different from above: _____

Will any of the work proposed hereunder be performed outside the United States?

Yes No (If yes, describe in the response.)

By: _____ (Signature)

Title: _____

Date: _____

Name: _____ (Print Name)

Name, Address, and Telephone Number of person(s) with authority to bind the Respondent and answer questions or provide clarification concerning the response provided, if different than above.

RESPONDENT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN RESPONDENT’S SUBMISSION

APPENDIX A: GENERAL INFORMATION ON SUBMITTING RESPONSES

- A. **COST FOR PROPOSAL PREPARATION.** Any costs incurred by the Respondent in preparing or submitting offers are the Respondent's sole responsibility; the Secretary will not reimburse any Respondent for any costs incurred prior to an award or naming of finalists.
- B. **RESPONDENT'S REPRESENTATIVE.** Each Respondent shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the Respondent and answer questions or provide clarification concerning the response provided.
- C. **TITLES.** Titles and headings in this RFQ and any subsequent contract are for convenience only and shall have no binding force or effect.
- D. **EQUAL OPPORTUNITY POLICY.**
- The Respondent must supply the Contract Administrator with a copy of their *Equal Opportunity (EO) Policy* included as a hard copy accompanying the RFQ response.
 - Respondents are responsible for providing updates or changes to their respective policies, and for supplying EO Policies upon request by the State.
- E. **RESTRICTION OF BOYCOTT OF ISRAEL.**
- Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
 - This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
 - By submitting a response to this RFQ, a Respondent agrees and certifies that Respondent does not, and will not for the duration of the contract, boycott Israel. A Israel Boycott Restriction Certification can be obtained at <https://www.dfa.arkansas.gov/images/uploads/procurementOffice/RFPBoycottIsraelCertForm.pdf>
- F. **PUBLICITY.** Do not discuss the solicitation nor your response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process without approval from the Secretary. Failure to comply with this requirement may be cause for a Respondent's response to be rejected.
- G. **RESPONSE COSTS BORN BY RESPONDENT.** The Secretary will not pay costs incurred in the preparation of a response.

APPENDIX B: ACT 1068 OF 2019

Act 1068 of 2019, is provided below for your reference.

1 State of Arkansas
2 92nd General Assembly
3 Regular Session, 2019

A Bill

HOUSE BILL 1969

4
5 By: Representative Wardlaw
6 By: Senator D. Wallace

For An Act To Be Entitled

7
8
9 AN ACT TO AMEND ARKANSAS LAW CONCERNING ARKANSAS'S
10 CONTRIBUTION TO THE NATIONAL STATUARY HALL
11 COLLECTION; AND FOR OTHER PURPOSES.

Subtitle

12
13
14
15 TO AMEND ARKANSAS LAW CONCERNING
16 ARKANSAS'S CONTRIBUTION TO THE NATIONAL
17 STATUARY HALL COLLECTION.

18
19
20 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

21
22 SECTION 1. Arkansas Code § 1-4-134, as created by Act 581 of 2019, is
23 amended to read as follows:

24 1-4-134. Arkansas's contribution to National Statuary Hall Collection
25 -Legislative findings and intent.

26 (a) The General assembly Assembly finds that:

27 (1) Pursuant to an act of the United States Congress, Arkansas
28 is entitled to have placed in the National Statuary Hall Collection in the
29 United States Capitol statues, in marble or bronze, not exceeding two (2) in
30 number, of deceased persons who were citizens of Arkansas, and illustrious
31 for their historic renown, or for distinguished civil or military service,
32 whom Arkansas deems to be worthy of this national commemoration;

33 (2) Arkansas has two (2) statues presently displayed in the
34 National Statuary Hall Collection, one (1) dedicated to U.M. Rose by Senate
35 Concurrent Resolution No. 6, Acts 1915, p. 1486, and one (1) dedicated to
36 James P. Clarke by Acts 1917, No. 58;

1 (3) Agreement by the General Assembly is required by federal law
2 to replace the existing statues of U.M. Rose and James P. Clarke with statues
3 of Daisy Lee Gatson Bates and John R. "Johnny" Cash;

4 (4) Daisy Lee Gatson Bates, a citizen of Arkansas, served as a
5 civil rights activist, writer, and publisher who worked and documented the
6 struggle to end segregation in Arkansas;

7 (5) Daisy Lee Gatson Bates is an inspiration through her
8 lifelong career of social activism and her dedication to ending segregation
9 in Arkansas;

10 (6) John R. "Johnny" Cash, a citizen of Arkansas, is a legendary
11 musician, who sold over ninety million (90,000,000) records, is one of the
12 few people to be recognized in both the Country Music Hall of Fame and the
13 Rock and Roll Hall of Fame, and who received numerous awards for his work;
14 and

15 (7) John R. "Johnny" Cash articulated the story of his life in
16 Arkansas through his music and made historic contributions to the musical
17 history of our state and country.

18 (b) The General Assembly finds and resolves that the statues of U.M.
19 Rose and James P. Clarke located in the National Statuary Hall Collection in
20 the United States Capitol should be removed and replaced with statues of
21 Daisy Lee Gatson Bates and John R. "Johnny" Cash.

22 (c) The Secretary of State shall:

23 (1) Submit to the person responsible for the National Statuary
24 Hall Collection in the United States Capitol a written request to approve the
25 replacement of both of the statues commemorating the distinguished service of
26 Arkansas notable citizens and provided by the State of Arkansas currently on
27 display in the National Statuary Hall Collection in the United States
28 Capitol;

29 (2) Provide Coordinate with Arkansas's congressional delegation
30 to provide all documentation necessary to comply with federal law regarding
31 the National Statuary Hall Collection in the United States Capitol; and

32 (3) Enter into all agreements required by federal law to replace
33 both of the statues in the National Statuary Hall Collection in the United
34 States Capitol; and

35 (4) Coordinate with the Capitol Arts and Grounds Commission to
36 facilitate the statue replacement process.

1 (d) The General Assembly designates the following citizens of Arkansas
2 to be represented in the National Statuary Hall Collection in the United
3 States Capitol:

4 (1) Daisy Lee Gatson Bates; and

5 (2) John R. "Johnny" Cash.

6 (e) For the statues to be displayed in the National Statuary Hall
7 Collection in the United States Capitol, the commission shall:

8 (1) Receive funds for the completion, transport, display, and
9 maintenance of the statue representing Daisy Lee Gatson Bates under
10 subdivision (d)(1) of this section or the statue representing John R.

11 "Johnny" Cash under subdivision (d)(2) of this section, or both, including:

12 (A) Appropriations; and

13 (B) Private gifts, grants, and donations from individuals
14 and organizations;

15 (2) Solicit funds, if necessary, for the completion, transport,
16 display, and maintenance of the statue representing Daisy Lee Gatson Bates
17 under subdivision (d)(1) of this section or the statue representing John R.
18 "Johnny" Cash under subdivision (d)(2) of this section, or both;

19 (3) Select a sculptor to create the statue representing Daisy
20 Lee Gatson Bates under subdivision (d)(1) of this section or a sculptor to
21 create the statue representing John R. "Johnny" Cash under subdivision (d)(2)
22 of this section, or both;

23 (4) Enter into all necessary contracts for the completion,
24 transport, display, and maintenance of the statue representing Daisy Lee
25 Gatson Bates under subdivision (d)(1) of this section or the statue
26 representing John R. "Johnny" Cash under subdivision (d)(2) of this section,
27 or both;

28 (5) Approve the design, material, production, and method of
29 display of the statue representing Daisy Lee Gatson Bates under subdivision
30 (d)(1) of this section or the statue representing John R. "Johnny" Cash under
31 subdivision (d)(2) of this section, or both;

32 (6) Remove and relocate the existing statue representing U.M.
33 Rose and the statue representing James P. Clarke; and

34 (7) Organize an event unveiling the statue representing Daisy
35 Lee Gatson Bates and the statue representing John R. "Johnny" Cash.

36 (e) For the statues to be displayed in the National Statuary Hall

1 Collection in the United States Capitol, the Secretary of State shall:

2 (1) Receive funds for the design, completion, transport, and
3 display of the statue representing Daisy Lee Gatson Bates under subdivision
4 (d)(1) of this section or the statue representing John R. "Johnny" Cash under
5 subdivision (d)(2) of this section, or both, including without limitation:

6 (A) Appropriations made specific to this section; and

7 (B) Private gifts, grants, and donations from individuals
8 and organizations to be deposited as trust funds into the National Statuary
9 Hall Collection Trust Fund;

10 (2) Provide communication and outreach methods to fund the
11 completion, transport, and display of the statue representing Daisy Lee
12 Gatson Bates under subdivision (d)(1) of this section or the statue
13 representing John R. "Johnny" Cash under subdivision (d)(2) of this section,
14 or both;

15 (3) Enter into all necessary contracts for the design,
16 completion, transport, and display of the statue representing Daisy Lee
17 Gatson Bates under subdivision (d)(1) of this section or the statue
18 representing John R. "Johnny" Cash under subdivision (d)(2) of this section,
19 or both;

20 (4) Prior to the approval of the design, material, production,
21 and method of display of the statue representing Daisy Lee Gatson Bates under
22 subdivision (d)(1) of this section or the statue representing John R.
23 "Johnny" Cash under subdivision (d)(2) of this section, or both, submit the
24 proposed action for review by:

25 (A) The Legislative Council or the Joint Budget Committee
26 if the General Assembly is in session;

27 (B) The Capitol Arts and Grounds Commission; and

28 (C) Any other commission established to facilitate the
29 purposes of this section;

30 (5) Remove and relocate the existing statue representing U.M.
31 Rose and the existing statue representing James P. Clarke in the National
32 Statuary Hall Collection in the United States Capitol; and

33 (6) Organize an event unveiling the statue representing Daisy
34 Lee Gatson Bates and the statue representing John R. "Johnny" Cash.

35 (f) The Secretary of State and the Capitol Arts and Grounds Commission
36 are not responsible for funding any costs specific to this section from

1 sources not designated specifically to the placement and replacement of
2 Arkansas statues in the National Statuary Hall Collection in the United
3 States Capitol.

4
5 SECTION 2. Arkansas Code § 22-3-503(a), concerning the powers and
6 duties of the Capitol Arts and Grounds Commission, is amended to add an
7 additional subdivision to read as follows:

8 (4) To review proposed actions of the Secretary of State under §
9 1-4-134 regarding the design, material, production, and method of display of
10 the statue representing Daisy Lee Gatson Bates under § 1-4-134(d)(1) or the
11 statue representing John R. "Johnny" Cash under § 1-4-314(d)(2), or both.

12
13 SECTION 3. Arkansas Code Title 19, Chapter 5, Subchapter 11, is
14 amended to add an additional section to read as follows:

15 19-5-1149. National Statuary Hall Collection Trust Fund.

16 (a) There is established on the books of the Treasurer of State, the
17 Auditor of State, and the Chief Fiscal Officer of the State a trust fund to
18 be known as the "National Statuary Hall Collection Trust Fund."

19 (b) The National Statuary Hall Collection Trust Fund shall consist of:

20 (1) Gifts, grants, and donations from individuals and
21 organizations to fund Arkansas's contribution to the National Statuary Hall
22 Collection in the United States Capitol; and

23 (2) Any other funds as may be provided by law, including
24 appropriations made specifically to the National Statuary Hall Collection
25 Trust Fund.

26 (c) The National Statuary Hall Collection Trust Fund shall be used
27 exclusively for the purpose of placement and replacement of Arkansas statues
28 in the National Statuary Hall Collection in the United States Capitol as
29 provided under § 1-4-134.

30
31 SECTION 4. DO NOT CODIFY. Rules.

32 (a) The Secretary of State may promulgate rules necessary to implement
33 this act.

34 (b)(1) If adopting necessary initial rules to implement this act, a
35 final rule shall be filed with the Secretary of State for adoption under §
36 25-15-204(f):

1 (A) On or before March 1, 2020; or
2 (B) If approval under § 10-3-309 has not occurred by March
3 1, 2020, as soon as practicable after approval under § 10-3-309.
4 (2) The Secretary of State shall file any necessary proposed
5 rules with the Legislative Council under § 10-3-309 sufficiently in advance
6 of March 1, 2020, so that the Legislative Council may consider the rule for
7 approval before March 1, 2020. 8

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10 **APPROVED: 4/16/19**
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