



Statuary Hall Selection Committee
State of North Carolina

BILLY GRAHAM

GOD'S AMBASSADOR

1918 – 2018



EXECUTIVE SUMMARY

Background

Thank you for your interest to participate in this exciting time for North Carolina! The North Carolina Statuary Hall Selection Committee is seeking exceptional sculptors to design and cast a life like statue of the Rev. Dr. William Franklin “Billy” Graham, Jr.” The statue will 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 North Carolina in a hall of the Capitol where each state is represented by persons of particular historic significance and recognized achievement. It is a very rare opportunity that a sculptor’s work has the potential to become a part of the permanent display inside the United States Capitol Building!



Project Specifications

The project scope is to create a full-length statue of Dr. Graham in either bronze or marble. The Statuary Hall Selection Committee will provide background information and will guide the artist in determining the approximate age of Dr. Graham to be represented in the statue. The sculpture should be a height of between 5’9” feet to 8 feet; 7 feet is the average height of a statue 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 (North Carolina granite is strongly preferred). The pedestal design is intricate to the statue and should help commemorate Dr. Graham.



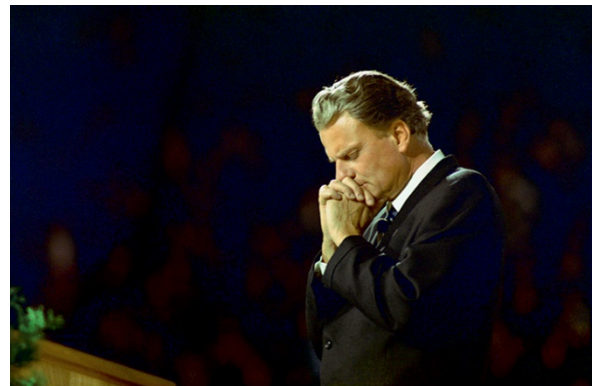
Budget and Sculptor Requirements

The selected sculptor will receive a comprehensive, all-inclusive, fee for the design and production of the statue negotiated based on the artist’s normal fee for like services. Finalists to this request for qualifications will receive a flat fee for a model, upon prior approval, of \$2,500.00. Sculptors will need to submit photographs of prior work, a professional resume, a statement of proposed design for the statue, etc., to be eligible for selection.



About William Franklin “Billy” Graham, Jr.

A native of Charlotte, North Carolina, Billy Graham was raised on a dairy farm to a devout Christian family. A graduate of the Florida Bible Institute and Wheaton College, Dr. Graham spent over sixty years traveling the world to preach the Gospel face-to-face to more than one hundred million people. His legendary crusades have broken stadium records and brought the message of the Gospel to all parts of the world. Dr. Graham counseled twelve U.S. Presidents and was listed as the most admired man in the world more times than any other person. Dr. Graham is noted as one of the most influential religious leaders of the twentieth century. Dr. Graham’s legacy continues today through the Billy Graham Evangelistic Association and Samaritan’s Purse.



Sculptors who are interested in bidding for this work are encouraged to read this RFQ in its entirety.

**STATE OF NORTH CAROLINA
REQUEST FOR QUALIFICATIONS**

NUMBER: **LSO RFQ 2019-1**

TITLE: **Reverend Dr. William Franklin Graham, Jr.
Statue for the U.S. Capitol Statuary Hall**

CONTRACTING ENTITY: North Carolina Statuary Hall Selection Committee

ISSUE DATE: January 31, 2019 and subject to revision and reissuance should there be insufficient responses

ISSUING AGENCY: The Legislative Services Commission of the North Carolina General Assembly

CONTRACT ADMINISTRATOR: Garrett Dimond, Attorney, Legislative Services Office

Responses, as specified within this RFQ, will be received CONTINUOUSLY through April 1, 2019. Responses to this RFQ must be received or postmarked on or before April 1, 2019.

The seven members of the North Carolina Statuary Hall Selection Committee will select finalists from the responses to this RFQ to create a model which will help the Committee determine which artist will be awarded the work. These finalists will receive compensation of \$2,500.00 for the model they produce. Artists selected to create a model will be notified in May 2019. Artists not selected will also be notified in May 2019.

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

Garrett Dimond
Legislative Services Attorney
State Legislative Building
16 W. Jones Street, Room 2129
Raleigh, NC 27601
garrett.dimond@ncleg.net

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

Garrett Dimond
garrett.dimond@ncleg.net

IMPORTANT NOTE: In the email subject line, indicate responder's business or firm name and the RFQ number:

John Doe Enterprises LSO RFQ-2019-1

NOTE: Emailed questions concerning the specifications in this RFQ will be answered as soon as practicable after receipt and in the order received. Responses to questions will be by email, including an attachment consisting of previous questions and answers without identifying the questioner. Previous questioners will receive updated questions and answers with each new question.

**The images on page one and two are courtesy the Billy Graham Evangelistic Association and from the Architect of the U.S. Capitol.*

SECTION I: BACKGROUND

A. Origin of Request for Qualifications (RFQ)

The North Carolina Statuary Hall Selection Committee is extending a call for qualifications for a commemorative scale sculpture of the Reverend Dr. William Franklin “Billy” Graham, Jr. The sculpture will 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 North Carolina in a hall of the Capitol where each state is represented by persons of particular historic significance and recognized achievement.

The North Carolina Statuary Hall Selection Committee (hereinafter, the “Committee”) requests submission of qualifications from professional artists (hereinafter, “Artist”) to provide independent services as described in this RFQ. The Committee will be aided by the General Assembly’s non-partisan Legislative Services Office.

From those qualified through this RFQ, the Committee will extend an invitation to three artists to create a preliminary model, for which each artist will be reimbursed. Based on the preliminary model, the Committee will select an artist to create the final statue of Dr. Graham.

The legislation, S.L. 2015-269, establishing the Committee and its functions is included in Appendix B.

B. Purpose of RFQ

This RFQ serves three functions:

1. To specify how a respondent shall submit qualifications.
2. To advise a respondent of the parameters of the services being sought by the Committee.
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 a project is assigned.

C. Timeframe

The statue must be complete and ready for shipment to Washington D.C. by September 2020; however, this timeline is contingent upon the approval process with the Joint Committee on the Library and the Office of the Speaker of the U.S. House of Representatives.

D. Notifications

Notifications that must be sent to the Committee under this RFQ and the contract shall be satisfied if delivered to the Contract Administrator.

SECTION II: STATEMENT OF WORK

A. Project Scope

The scope of the project is to create a full-length statue of Dr. Graham in either bronze or marble. The Committee will provide background information and will guide the artist in determining the approximate age of Dr. Graham to be represented in the statue. Based on photographs and biographical information to be provided by the Committee, the selected artist will create a preliminary model (the “maquette”). The Committee will submit this maquette to the Congress’ Joint Committee on the Library for approval. Once approved, the artist will be authorized to create a final full-size model in either marble or bronze. The sculpture should be a height of between 5’9” feet to 8 feet; 7 feet is the average of statue 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 (North Carolina granite is strongly preferred); due to weight issues in the U.S. Capitol the pedestals must be made of hollow steel faced with marble or granite.

The statue of Dr. Graham should be over life size, with a height between seven and eight feet, and the total height, including the pedestal, no greater than eleven feet. Within that size range, the combined weight of a bronze statue and its pedestal should not exceed 5,000 pounds; a marble statue and its pedestal should not exceed 10,000 pounds. For a bronze statue, the selected patina and coating must be easily maintained and repaired. Formulas for the pantinating and coating materials must be provided to the Architect of the Capitol for use during future maintenance.

The pedestal design is an integral component of the statue and should be a focus of any bid. The pedestal design should complement Dr. Graham as well as provide space to accommodate the appropriate text related to Dr. Graham and Scripture; however, any final inscriptions or text will be provided by the Committee to the selected artist. Inscriptions on the pedestal should include the name of the state, North Carolina, and the name of the person represented, Reverend Dr. William Franklin “Billy” Graham, Jr. The Architect of the Capitol prefers inscriptions to be carved. However, inscriptions can be raised or cast on a bronze plaque.

The selected artist must attend any official unveiling ceremonies and keep detailed records of the artistic process so that it can be documented for posterity. The selected artist must also agree to let a photographer, selected by the Committee, photo document the entire process. Finally, the artist must work closely with the Committee, its staff, the Joint Committee on the Library of the U.S. Congress, and the Architect of the Capitol.

B. Project Phases

The project will consist approximately of four phases:

1. **Phase One:** An artist selected must work with the Committee to determine how Dr. Graham will be memorialized in the statue. This includes, what age of Dr. Graham will be depicted, which pose, what clothing, etc. This first phase will be the most important because the design of the statue and pedestal will be determined.
2. **Phase Two:** The artist will create a maquette and deliver photographs of the maquette from all four sides and the proposed dimensions of the completed statue. This must be submitted for review and approval by the Congress’ Joint Committee on the Library.
3. **Phase Three:** The artist will create a full-size clay model and pedestal design, including the proposed inscriptions. The artist must also must produce four 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 inscriptions. This must be submitted for review and approval by the Congress’ Joint Committee on the Library.
4. **Phase Four:** The artist will create the completed statue, cast in bronze or carved in marble, and the completed pedestal (North Carolina granite is strongly preferred). The artist must also must produce four photographs of the completed statue and pedestal from all four sides, dimensions, and the final weight of the completed statue and pedestal, and the text of any inscriptions. This must be submitted for review and approval by the Congress’ Joint Committee on the Library.

SECTION III: REQUIRED CONTENT FOR SUBMITTING QUALIFICATIONS

- Submissions not following formatting or content instructions may be rejected.
- Responses must be sent through U.S. Mail, FedEx, or UPS. Please follow the directions contained within this RFQ when submitting qualifications.
- Organize the components in the submission in the numerical order listed below using the submission components as headings when providing the written responses requested.
- 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-2019-1

Page X of Y

1. **Cover Letter.** An artist’s RFQ response must begin with a signed cover letter to the Contract Administrator at the address below:

Garrett Dimond
Legislative Services Attorney
Legislative Services Office
16 W. Jones Street, Room 2129
Raleigh, NC 27601

Attention: RFQ-2019-1

2. **Business Name and IRS Employer Identification Number (EIN).** The artist must be in business as a sole practitioner, corporation, limited liability corporation, or partnership in order to be pre-qualified. Submit the full business name, sole proprietorship by name, partnership or corporate status (Inc., LLC, PC, LLP, etc. if applicable), physical address, mailing address, telephone, and email address of the business entity employing the individual proposed as the principal to create the statue. Respondents must have or obtain an Employer Identification Number (EIN) from the IRS before submission of a response to this RFQ. If the business is a DBA or sole proprietorship, state the full name of the proprietor. If the proposed artist is a professional practicing as a partner, associate, or as an employee of a parent organization, the professional who will function as a principal.
3. **Principal Contact.** Provide the full name, title, physical business address, business mailing address, email address, household physical address, office telephone number, cell phone number, and address of the individual who will perform the work and is capable of responding to any questions about the information submitted in response to this RFQ.
3. **Respondent's Resources and Availability.** One page describing office space, casting capability, support staff available, and transportation capacity of the respondent principal performing the work and if there will be any impediments to capacity and if so what those impediments would be.
4. **Artistic Ability.** This component of the response should address the respondent's artistic ability. At a minimum, an artist should include:
 - The artist's conceptual approach or treatment statement (maximum of three pages) of what he or she thinks the statue should look like;
 - 20 pictures of the Artist's recent work. Pictures must be included in a clear plastic slide sheet, each marked with the artist's name, slide number, and title of the work pictured. The artist must also submit digital copies on a flash drive labeled with the artist'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 artist's name, telephone number, title of work, medium, date of work, size, and corresponding slide/image number (this will help explain the artist's pictured work and aid in the Committee's evaluation);
 - The Artist's current professional resume and supporting documents;
 - A resume, description, and works completed of the foundry where the sculpture will be produced or where the marble will be carved and/or the group the artist generally works with on sculpture projects;
 - Information on range of commission amounts the Artist has received;
 - Artist's statement of special requirements, questions or issues (if any) regarding the project and/or potential contract; and
 - A projected time table for producing the sculpture highlighting specific phases of work and variables that may need to be considered.
5. **References.** One page listing the name, mailing address, email address, and telephone contact information of three references that can verify and are familiar with the respondent's artistic ability. Explain how each reference became familiar with the work of the artist.
6. **Potential Conflicting Relationships.** Disclose any current or former employment, or previous or current contractual engagement by the artist with a North Carolina State agency or universities within the previous five years.
 - The disclosure must include service dates and all relationships or projects including projects performed as a sub Artist or as an unpaid volunteer *that could be interpreted as a potential conflict of interest by a critical or skeptical observer*. It is likely that potential North Carolina responders 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. Disclose potential conflicts involving the principal's immediate family. The term "immediate family" includes the principal's spouse (unless legally separated). It also includes members of the principal's extended family (principal's and principal's spouse's children, grandchildren, parents, grandparents, and siblings, and the spouses of each of those persons) who reside in the principal's household. Disclosure of a conflict with an agency **will not** immediately disqualify the artist from the work.
7. **Disclosure of any Litigation.** Respond to the question "Does your business entity or the respondent Artist who will complete the work have any pending litigation or binding arbitration with a client?" If yes, describe the matter, the name of contending parties and what court or arbitration entity is handling the matter.
8. **Statement of Approach and Understanding.** Description not exceeding three pages single-spaced of the artist's understanding of Dr. Graham and what his impact was to the world, North Carolina, and the artist personally; also, if any, the artist's ties to North Carolina. The statement should address why the artist wishes to undertake this work and what the artist's approach is with working with the Committee to capture the proper image of Dr. Graham for Statuary Hall.

SECTION IV: THE PROCUREMENT PROCESS

This procurement is a competitive qualifications-based selection culminating in pre-qualification of an Artist eligible for a contract to perform the necessary services for the agreed compensation and terms.

The Committee will review responses to this RFQ and will approve of the respondents submitting the best qualifications to be pre-qualified.

Qualifications submitted expressing unwillingness to perform any task specified by the RFQ Statement of Work will be disqualified and not considered. Pre-qualification 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 are specific for a contractual agreement with the North Carolina Statuary Hall Selection Committee.

1. Performance and Scope of Work

The Artist hereby agrees to perform, in a manner satisfactory to the Committee 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 this Contract shall begin in approximately May 2019, continuing until October 2020, or until completion of all Contract requirements as determined by the Committee, whichever is later. However, availability by the Artist beyond October 2020, 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 this Contract by the Artist.

4. Independent Artist

The Artist is and shall be deemed to be an independent Artist in the performance of this 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 Artist. The Artist shall not substitute any other person in performance of this Contract without express prior written approval of the Contract Administrator.

6. Subcontracting

Work proposed to be performed under this Contract by the Artist shall not be subcontracted to any other party, without express prior written approval of the Contract Administrator.

7. Assignment

No assignment of the Artist's obligations or the Artist's right to receive payment hereunder shall be permitted.

8. Contract Administrator and Notice

The Contract Administrator for the Committee shall be responsible for ensuring the Artist's conformance with the terms, conditions, and performance specifications as set forth in this Contract.

The Contract Administrator for the Committee is Garrett Dimond and he shall be contacted at the phone number, email address, or mailing address below:

Garrett Dimond
Legislative Services Office
16 W. Jones Street, Room 2129
Raleigh, NC 27601-1030
garrett.dimond@ncleg.net
919-733-7044

The Artist shall be contacted at the phone number, email address, or mailing address below:

NAME
ARTIST BUSINESS
ADDRESS
EMAIL
PHONE

The Contract Administrator for the Committee and the Artist are the persons to whom notices provided for in this Contract shall be given and to whom matters relating to administration or interpretation of this Contract shall be addressed. The Committee may change its Administrator by written notice to the Artist. Either party may change its contact information by written notice to the other party.

Any notice under this Contract to the Committee shall be sufficient if emailed to the Contract Administrator. Any notice under this Contract to the Artist shall be sufficient if emailed to the Artist.

9. Termination

a. Termination without Cause. The Committee may terminate this Contract without cause by giving five (5) days written notice to the Artist. In that event, all finished or unfinished deliverable items prepared by the Artist under this Contract shall become the property of the Committee. If the Contract is terminated during any ongoing task of the Artist, the Artist shall be paid an amount equal to the sum of the Artist's reasonable hours 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 Committee 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 several tasks to which a deliverable payment would have applied, the limit to the compensation to be paid for the interrupted task shall be proportionate to the amount of work completed by the Artist toward the deliverable in relation to the total work required to provide the deliverable.

b. Termination with Cause. If, through any cause, the Artist shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Committee shall have the right to terminate this Contract by giving written notice to the Artist and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Artist under this Contract shall become the property of the Committee. If the Contract is terminated during any ongoing task of the Artist, the Artist shall be paid an amount equal to the sum of the Artist'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 Committee 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 several tasks to which a deliverable payment would have applied, the limit to the compensation to be paid for the interrupted task shall be proportionate to the amount of work completed by the Artist toward the deliverable in relation to the total work required to provide the deliverable. Notwithstanding the foregoing provision, the Artist shall not be relieved of liability to the Committee for damages sustained by the Committee by virtue of the Artist's breach of this agreement, and the Committee may withhold any payment due the Artist for the purpose of setoff until such time as the exact amount of damages due the Committee from such breach can be determined. In case of default by the Artist, without limiting any other remedies for breach available to it, the Committee may procure Contract services from other sources and hold the Artist responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Artist shall be an act of default under this Contract.

c. Mutual Termination. Upon mutual written agreement of the Committee and the Artist, 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 from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, information technology security breach, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

11. Payment for Assessment

a. Artist Fee and Expenses. The Committee shall pay the Artist a comprehensive, all-inclusive, fee for the design and production of the statue negotiated based on the artist's normal fee for like services. The fee includes the figure, pedestal/base, supervision and cost of shipping (with insurance) of the piece, inclusive of the pedestal/base, to Raleigh, North Carolina. The Committee will bear the cost and risk of shipping to Washington D.C. There will be four payments: one upon an approved maquette, one upon an approved full-scale model, one upon the approved completion of cast bronze or carved stone statue and pedestal design and inscription, and one after the statue is delivered to Washington, D.C.

The Committee will pay a flat fee for any model, upon prior approval, of \$2,500.00, to the finalists selected to make a model for the Committee's final selection of an artist.

b. Artist Travel. The Committee will pay travel costs up to the IRS reimbursable limit, upon prior approval.

c. Submission of Final Product. Acceptance of the statue is contingent upon the North Carolina Statuary Hall Selection Committee and the U.S. Congress' Joint Committee on the Library.

d. Invoicing. The Contract Administrator shall review the final product for completion and shall notify the Artist by email to submit an invoice by email to the Contract Administrator. The invoice must contain a description of the Artist's work.

e. Payment. The Contract Administrator shall review the invoice and advise the Committee whether, in the Contract Administrator's sole discretion, the work billed is reasonable given the scope and quality of the work. If the work billed is reasonable, the Committee shall pay the Artist within thirty (30) days of receipt of the Artist's invoice. If the work billed is not reasonable, the Committee may withhold payment until the work is satisfactorily completed or the Artist submits an invoice that is reasonable given the scope and quality of the work.

13. Additional Contract Expenses

Any expenses of the Artist in addition to those Contracted for or above the Contract amount, require prior approval from the Contract Administrator.

14. Confidentiality

The Artist shall comply with all applicable confidentiality laws contained in North Carolina law as pertaining to this engagement.

15. Care of Property

The Artist agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and shall reimburse the Committee for loss or damage of such property. At the termination of this Contract, the Artist shall contact the Contract Administrator for instructions as to the dispositions of such property and shall comply with these instructions.

16. Copyright

All deliverable items produced pursuant to this Contract are the exclusive property of the Committee. The Artist shall not assert a claim of copyright or other property interest in such deliverables.

17. Advertising

The Artist shall not use the award of this Contract as part of any news release or commercial advertising without prior approval from the Contract Administrator.

18. Audits and Access to Records

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

19. Choice of Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Artist agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement of this Contract shall be determined.

20. Compliance with Laws

The Artist 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.

21. Equal Employment Opportunity

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

22. E-Verify

As required by G.S. 143-48.5, the Artist certifies that it complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

23. Worker's Compensation Insurance

The Artist shall obtain, pay for, and keep in force, for the duration of the Contract, Worker's Compensation insurance, as required by the laws of North Carolina, covering all of the Artist's employees, if any, engaged in any work under this agreement.

24. Indemnification

The Artist 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 this Contract, 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 Artist in the performance of this Contract. The Artist 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 Artist goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

25. Amendments

This Contract may not be amended orally or by performance. This Contract may be amended only by written amendments duly executed by the Committee and the Artist. No changes in scope of work, time for performance, or other Contractual terms shall be effective without a written amendment.

26. Entire Agreement

This Contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements.

27. Survival of Promises

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

28. Insurance

Within thirty (30) days of an award of the Contract, the Artist 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 Artist shall provide proof of the required contract of insurance to the Contract Administrator within thirty (30) days of the award of the Contract. Failure to maintain the required contract of insurance for the duration of the Contract shall be an act of default under this Contract, unless explicitly waived in writing by the Contract Administrator.

SECTION VI: EXECUTION OF PROPOSAL BY RESPONDENT

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

1. This proposal is signed by the principal or by an authorized representative of the firm with which the principal is associated.
2. The Respondent may obtain insurance certificates as required within 30 calendar days after receiving formal notice to proceed (if applicable).
3. The Respondent has read and understands the conditions set forth in this RFQ and agrees to them with no exceptions.
4. The Respondent shall sign an Execution of Contract Agreement with the Committee as indicated in Exhibit A.

Therefore, in compliance with this RFQ, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within ninety (90) calendar days from the date of the opening, to furnish the subject services described herein.

RESPONDENT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

EMAIL: _____

Principal Place of Business if different from above: _____

Will any of the work under this Contract be performed outside the United States?

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

By: _____

Title: _____ Date: _____

(Signature)

(Print Name)

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR SUBMISSION

APPENDIX A: GENERAL INFORMATION ON SUBMITTING RESPONSES

- A. **CERTIFICATION.** By executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion, that none of the officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934, and that they are not an ineligible vendor as set forth in G.S. 143-59.1 or G.S. 143-59.2. False certification is a Class I felony.
- B. **CONFIDENTIALITY OF RESPONSES.** In submitting its proposal, the Respondent agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of this Contract. Respondents not in compliance with this provision may be disqualified, at the option of the Committee, from Contract award. Only discussions authorized by the issuing agency are exempt from this provision.
- C. **COST FOR PROPOSAL PREPARATION.** Any costs incurred by the Respondent in preparing or submitting offers are the Respondent's sole responsibility; the Committee will not reimburse any Respondent for any costs incurred prior to an award or naming of finalists.
- D. **EXCEPTIONS.** All responses are subject to the terms and conditions outlined herein. The Respondent specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
- E. **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 company or firm and answer questions or provide clarification concerning the proposal.
- F. **PROPRIETARY INFORMATION.** Trade secrets or similar proprietary data which the Respondent does not wish disclosed to other than personnel involved in the evaluation or Contract administration will be kept confidential to the extent permitted by G.S. 132-1.2 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.
- G. **REFERENCE TO INFORMATION IN OTHER RESPONSES.** Only information which is received in response to this RFQ will be evaluated; references to information submitted in other responses or documents shall not be considered.
- H. **RIGHT TO SUBMITTED MATERIAL.** All responses, inquiries, or correspondence relating to or in reference to the RFQ, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Respondents shall become the property of the State when received.
- I. **TIME FOR ACCEPTANCE.** Each proposal shall state that it is a firm offer which may be accepted within a period of ninety (90) days. Although this Contract is expected to be awarded prior to that time, the ninety (90) day period is requested to allow for unforeseen delays.
- J. **TITLES.** Titles and headings in this RFQ and any subsequent Contract are for convenience only and shall have no binding force or effect.

**APPENDIX B: SESSION LAW 2015-
269; HOUSE BILL 540**

**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2015**

**SESSION LAW 2015-269
HOUSE BILL 540**

AN ACT REQUESTING THE JOINT COMMITTEE ON THE LIBRARY OF CONGRESS TO APPROVE THE REPLACEMENT OF THE STATUE OF CHARLES BRANTLEY AYCOCK IN NATIONAL STATUARY HALL WITH A STATUE OF THE REVEREND WILLIAM FRANKLIN "BILLY" GRAHAM, JR.

Whereas, in 1864, Congress established National Statuary Hall in the Old Hall of the House of Representatives in the United States Capitol, and authorized each state to contribute to the Hall two statues that represent important historical figures of each state; and

Whereas, North Carolina currently has statues on display in the National Statuary Hall Collection of former governors Zebulon Vance and Charles Brantley Aycock given by the State in 1916 and 1932, respectively; and

Whereas, in 2000, Congress enacted legislation authorizing states the ability to request that the Joint Committee on the Library of Congress approve the replacement of a statue the state had provided for display in Statuary Hall; and

Whereas, William Franklin "Billy" Graham, Jr., was born on November 7, 1918, to William Franklin Graham and Morrow Coffey Graham, and was reared on a dairy farm in Charlotte, North Carolina; and

Whereas, Billy Graham attended the Florida Bible Institute from 1937 to 1940, graduating in 1940, and was ordained to the ministry in 1939; and

Whereas, Billy Graham served as pastor of The Village Church in Western Springs, Illinois, from 1943 to 1945; as a member of Youth for Christ International, where he ministered to young people and military personnel from 1945 to 1950; and as President of Northwestern Schools, a liberal arts college, Bible school, and theological seminary, from 1947 to 1952; and

Whereas, after World War II, Reverend Graham preached throughout the United States and Europe and attained international prominence as an evangelist through a series of crusades that began in 1949; and

Whereas, since 1950, Reverend Graham has conducted his ministry through the Billy Graham Evangelistic Association (BGEA), reaching multitudes of people by means of a weekly radio program, "Hour of Decision"; a newspaper column, "My Answer"; televised crusades; articles published in "Decision" magazine; and evangelistic films produced and distributed by World Wide Pictures and now reaching millions through the BGEA Web site and the Billy Graham Library in Charlotte; and

Whereas, over the years, Reverend Graham has preached to live audiences of nearly 215 million people in more than 185 countries and territories and has preached to an estimated 2.2 billion people through television and technology; and

Whereas, Reverend Graham has been a renowned humanitarian and philanthropist, providing financial assistance to victims of disasters, as well as collecting and distributing clothing to those in need all around the world over the years; and

Whereas, Reverend Graham has counseled 12 Presidents and has participated in nine presidential inaugurations; and

Whereas, Reverend Graham has also counseled world leaders and has participated in many historic occasions, and has been called upon as the "nation's pastor" during times of national crisis. He spoke at the National Cathedral service in Washington, D.C., three days after the 9/11 attack in 2001, as the nation and world watched and listened. Five presidents, including George W. Bush, Bill Clinton, George H.W. Bush, Jimmy Carter, and Gerald Ford, and their wives were in the audience; and

Whereas, in 2012, Reverend Graham was listed on the "The Ten Most Admired Men in the World List" for the 56th time. He was first selected in 1955. According to the latest



list, Reverend Graham was tied as Number 3 with Mitt Romney, George W. Bush, and Pope Benedict XVI behind President Barack Obama and Nelson Mandela; and

Whereas, admired and beloved by both Christians and non-Christians, Reverend Graham continues to inspire the world with his good works; and

Whereas, there have been many great North Carolinians, but few have impacted the world more than Billy Graham; and

Whereas, it is appropriate to honor Reverend Graham's life and works by placing his likeness in the National Statuary Hall Collection for display in the United States Capitol; Now, therefore,

The General Assembly of North Carolina enacts:

SECTION 1. The General Assembly requests that the Joint Committee on the Library of Congress approve the replacement of the statue of Charles Brantley Aycock in the National Statuary Hall Collection currently on display in the United States Capitol with a statue of the Reverend William Franklin "Billy" Graham, Jr.

SECTION 2. The General Assembly requests that the Honorable Pat McCrory, Governor of the State of North Carolina, extend to the Joint Committee on the Library of Congress his approval of the General Assembly's request to replace the statue of Charles Brantley Aycock in the National Statuary Hall Collection currently on display in the United States Capitol with a statue of the Reverend Franklin "Billy" Graham, Jr.

SECTION 3.(a) There is created the Statuary Hall Selection Committee (the "Committee").

SECTION 3.(b) Membership. – The Committee shall be composed of seven members, as follows:

(1) Four members appointed by the President Pro Tempore of the Senate, one of whom shall be a representative of the Billy Graham Evangelistic Association, or the Association's designee.

(2) Three members appointed by the Speaker of the House of Representatives.

SECTION 3.(c) Terms; Chairs; Vacancies; Quorum. – Members shall serve terms of four years. The Committee shall have two cochairs, one designated by the President Pro Tempore of the Senate and one designated by the Speaker of the House of Representatives, from among their appointees. The Committee shall meet upon the call of the cochairs. Vacancies shall be filled by the appointing authority. A quorum of the Committee shall be a majority of the members.

SECTION 3.(d) Duties. – The Committee shall do the following:

(1) Select a sculptor to create a statue of the Reverend Franklin "Billy" Graham, Jr., to be placed in the National Statuary Hall Collection and review and approve the plans for the statue.

(2) Identify a method of obtaining the necessary funds needed to pay for all of the following:

a. The sculptor for designing and carving or casting the statue.

b. The design and fabrication of the pedestal.

c. The transportation of the statue and pedestal to the United States Capitol.

d. The removal and transportation of the replaced statue.

e. The temporary placement of the new statue in the Rotunda of the Capitol for the unveiling ceremony.

f. The unveiling ceremony.

g. Any other expenses that the Committee determines are necessary to incur.

SECTION 3.(e) Compensation; Administration. – Members of the Committee shall receive subsistence and travel allowances at the rates set forth in G.S. 120-3.1, 138-5, or 138-6, as appropriate. The Committee may contract for consultants or hire employees in accordance with G.S. 120-32.02. The Legislative Services Commission, through the Legislative Services Officer, shall assign professional staff to assist the Committee in its work. Upon the direction of the Legislative Services Commission, the Directors of Legislative Assistants of the Senate and of the House of Representatives shall assign clerical staff to the Committee. The expenses for clerical employees shall be borne by the Committee.

SECTION 3.(f) Reports; Termination. – The Committee shall make an interim report to the 2016 Regular Session of the 2015 General Assembly and an annual report thereafter until the Committee has completed the duties set out in subsection (d) of this section, at which time the Committee shall terminate.

SECTION 4. The Secretary of State shall transmit a certified copy of this act to the members of the Joint Committee on the Library of Congress and North Carolina's congressional delegation.

SECTION 5. This act is effective when it becomes law.
In the General Assembly read three times and ratified this the 21st day of September, 2015.

s/ Tom Apodaca
Presiding Officer of the Senate

s/ Paul Stam
Presiding Officer of the House of Representatives

s/ Pat McCrory
Governor

Approved 10:23 a.m. this 2nd day of October, 2015