



Request for Quotation

Formal Portrait of Deputy U.S. Marshal Bass Reeves
for Display at the Arkansas State Capitol



July 22, 2024

Background

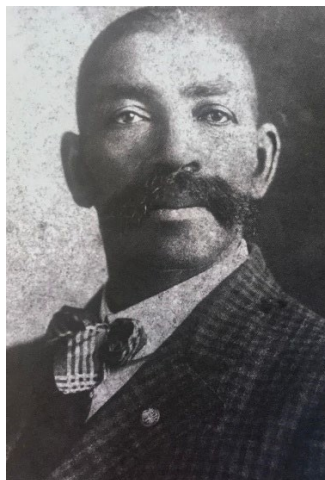
Thank you for your interest in participating in this exciting time for the U.S. Marshals Museum (“Museum”) and the State of Arkansas. The Museum, in collaboration with the Office of Arkansas Secretary of State John Thurston (“Secretary”), is seeking exceptional artists to paint a formal portrait of legendary Deputy U.S. Marshal Bass Reeves. Upon completion, the portrait will be displayed within the Arkansas State Capitol where he will be the first African American, and the first non-Governor, to have a portrait in the Capitol building.

Method of Selection

The Museum is issuing a request for quotation (RFQ) to invite all qualified respondents to compete for the honor of creating this portrait to submit a response. Initial responses will be reviewed by the Museum, and a determination by the Museum in consultation with the Secretary will be made whether any of the responses warrant further consideration. If a response meets with the approval of the Committee, the respondent shall be invited to submit samples of their previous works alongside a written narrative outlining their experience and qualifications for this project and may afterward be invited to negotiate payment terms for the work.

Project Specifications

The project scope is to create a representative portrait of legendary Deputy U.S. Marshal Bass Reeves based on an authenticated photograph of Deputy Reeves from the 1880s. The portrait shall be 40 inches high by 30 inches wide and fit both the style and quality of the existing Gubernatorial portraits in the Capitol.



Photograph of Bass Reeves ca. 1880s
(a high-resolution digital image will be provided to the selected Respondent)

Representative Samples of Gubernatorial Portraits



Gov. Futrell



Gov. Pryor

Selection and Compensation of Finalists

After initial responses are reviewed, the highest-rated respondent will be invited to negotiate a fee for the design, production, and framing of the portrait. If the highest-rated respondent is unable to negotiate a fee that is within the project budget, the Committee shall begin negotiations with the next-highest respondent until the contract is awarded. The Committee reserves the right to reissue the RFQ if fees cannot be negotiated with any of the finalists.

About Bass Reeves

Deputy United States Marshal

Bass Reeves is now one of the most widely-known deputy United States marshals of the 1800s. However, for much of the twentieth century, Bass Reeves was lost to history. Outside of small pockets of research and interest, Bass and other black deputy US marshals were anomalies as popular media told the stories of white lawmen and criminals. The little we do know about Bass comes from government records, news accounts, and family stories. Unfortunately, many stories, especially those from the family, are provably false and others cannot be verified. The United States Marshals Museum strives for accuracy in the stories we tell.

Bass Reeves was likely born into slavery in Crawford County, Arkansas, around 1840. His mother, Parilee, was an enslaved person. Parilee may have come to the family of the enslaver William Reeves as a gift from the family of his wife, Nancy Totty, when the family moved to Arkansas from Tennessee in 1836.

The Reeves family moved to Grayson County, Texas, in 1846. Stories told by Bass and members of his family variously claim he gained his freedom before or during the Civil War. Some accounts involve a fight over a card game or a story of aid given by William or his son George. One version of the story involves Bass accompanying George Reeves during the latter's service as a volunteer cavalry officer during the Civil War. The only point of agreement on these stories is that Bass fled into Indian Territory where he was taken in by members of a tribal nation in the Indian Territory.

The earliest found verifiable record of Bass Reeves is the 1870 U.S. Census. According to the entry for Bass, he was born in 1847 in Arkansas. Birth years for Bass' children let us know the family moved from Texas to Van Buren, Arkansas, in 1868 or 1869. Stories from the family suggest Bass managed his own farm and assisted law enforcement officials on occasion as a scout and posse member but these stories cannot be confirmed.

The earliest reference to Bass working for the federal court in Fort Smith is as a posse member for Deputy U.S. Marshal Walter Johnson in 1876. Bass was finally deputized in March, 1882. During his first trip as a deputy U.S. marshal in April, 1882, he traveled nearly 600 miles through Indian Territory. On this trip, he arrested 6 fugitives and delivered an unknown number of subpoenas. For the next 25 years, Bass worked regularly as a deputy US marshal.

One of the most important events in his life occurred in 1884. While returning to Fort Smith with a string of arrestees, Bass accidentally shot and killed his camp cook, William Leach. At the time, there was no mention of this event in court records or newspapers. It was two years before the court charged Bass with murder for the death of Leach. From his arrest in January 1886 to his acquittal in October 1887, Bass

was unable to work in law enforcement. As a result of financial hardship, Bass sold his property in Van Buren and moved his family to Fort Smith. Eventually, Bass returned to his work as a deputy, assigned to the Court in Fort Smith and, later, Paris, Texas. He was living and working in the Chickasaw nation when Jennie passed away in 1896 in Fort Smith.

After the establishment of the various U.S. courts in Indian Territory, Bass moved to Muskogee. He worked the remainder of his career in the Northern and Western Districts of Indian Territory. In 1900, he married his second wife, Winnie.

In 1902, Bass arrested his son, Bennie. Bennie shot his wife, Castella, after discovering she was having an affair. Despite many popular stories, Bennie immediately turned himself in to his father. Bennie spent 10 years of a life sentence in prison in Leavenworth, Kansas.

Bass' career as a deputy came to an end with Oklahoma statehood in November 1907. After 25 years, Bass no longer worked as a deputy US marshal. He took a job with the Muskogee, Oklahoma, police force during 1908 and 1909. At the time, Bass was nearing 70 years old and required a cane.

Bass Reeves passed away on January 12, 1910, as a result of Bright's disease, an ailment of the kidneys. He is buried in Harding Memorial Cemetery in Muskogee, Oklahoma. He left behind his (second) wife, Winnie, whom he married in 1900. At the time of his death, fewer than half of his children survived their father. Currently, we know of no surviving direct descendants of Bass Reeves.

U.S. Marshals Museum
Request for Quotation

Title: Bass Reeves Portrait
for the Arkansas State Capitol

Contracting Officer: Benjamin Johnson, USMM President/CEO

Issue Date: July 22, 2024

Contract Administrator: Benjamin Johnson, USMM President/CEO

Responses, as specified within this RFQ, will be received CONTINUOUSLY through Friday, August 23, 2024. To be considered, responses to this RFQ must be received on or before 4:00 PM (CT) August 23, 2024. Responses received after the deadline will be disqualified.

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

United States Marshals Museum
ATTN: Benjamin Johnson, President/CEO
789 Riverfront Drive
Fort Smith, AR 72901
BJohnson@usmmuseum.org

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

Benjamin Johnson, at
BJohnson@usmmuseum.org

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

Example: **Name - Bass Reeves Portrait RFQ**

NOTE: Emailed questions will be answered as soon as reasonably practicable after receipt.

REQUIRED CONTENT FOR SUBMITTING QUALIFICATIONS

- Responses that do not follow formatting or content instructions may be rejected at the discretion of the contract administrator.
- 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 RFQ-Bass Reeves Portrait

Page X of Y

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

United States Marshals Museum
ATTN: Benjamin Johnson, President/CEO
789 Riverfront Drive
Fort Smith, AR 72901
BJohnson@usmmuseum.org

2. Each Respondent must be authorized to do business in the State of Arkansas to be awarded a contract. Each Respondent must submit the full name and/or business name, entity type (e.g., individual, corporation, sole partnership, etc.), physical address, mailing address, telephone number (cell phone number preferred), and email address. 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 Employer Identification Number (EIN) from the IRS before submission of a response to this RFQ. For individuals, a Social Security Number (SSN) will suffice.
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.
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 portrait 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);
 - 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;
 - 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 portrait 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. **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.
 8. **Statement of Approach and Understanding:** Respondent shall include a description, not to exceed three (3) single-spaced pages, of the Respondent's understanding of Bass Reeves 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 Bass Reeves for the Arkansas State Capitol.

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 up to three (3) Respondents (finalists) it determines, in the Committee's discretion, most qualified to produce the portrait. The Contract Administrator 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.

GENERAL TERMS AND CONDITIONS

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

1. Performance and Scope of Work

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

2. Contract Term

The term of any contract awarded under this RFQ shall be for a term not to exceed 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 portrait 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, shall not be subcontracted to any other party, without express prior written approval of the Contract Administrator. Approval will not be unduly withheld.

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 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 Museum 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 Museum. 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 Museum 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 selected Respondent shall fail to fulfill his or her obligations under any awarded contract, the Museum shall have the right to terminate any awarded contract immediately by giving written notice to the selected Respondent. In such an event, all finished or unfinished deliverable items prepared by the Respondent under this RFQ shall become the property of the Museum. 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 Museum 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 Museum for damages sustained by the Museum by virtue of the Respondent's breach of this contract, and the Museum may withhold any payment due the Respondent for the purpose of setoff until such time as the exact amount of damages due the Museum 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 Museum and the selected 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 Museum shall negotiate a fee with the Selected Respondent for the design and production of the portrait to be paid in agreed-upon incremental installments which correspond to the project phases specified in the RFQ.

b. Respondent Travel. The Museum 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 portrait is contingent upon the Museum and the Secretary.

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 selected Respondent's work completed through the time of invoicing.

e. Payment. If the Contract Administrator determines that the work billed is reasonable, the Museum shall pay the Respondent within thirty (30) days of receipt of the selected Respondent's invoice. If the work billed is not reasonable, the Museum 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 selected 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 Museum 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 United States Marshals Museum until they are transferred to the State of Arkansas. 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. 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 Sebastian 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 Sebastian 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.

18. 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.

23. Indemnification

The Respondent shall hold and save the Museum, 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 Museum's agents who are involved in the delivery or processing of Respondent goods to the Museum. 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 Museum 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. Periodic Status Reports

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

SECTION VI: EXECUTION OF PROPOSAL BY RESPONDENT

Execution of Proposal – By submitting this proposal, the selected 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 selected Respondent has read and understands the conditions set forth in this RFQ and agrees to them with no exceptions.
- c.** The selected 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/SOCIAL SECURITY 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 Museum will not reimburse any Respondent for any costs incurred prior to an award or naming of finalists.

B. TITLES. Titles and headings in this RFQ and any subsequent contract are for convenience only and shall have no binding force or effect.