



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 23-DPR-R-294

THIS AGREEMENT (hereinafter "Agreement") is made on 7/13/2022 by the County, between **Blick Art Materials LLC** ("Contractor"), a limited liability corporation with a place of business at PO Box 1267 Galesburg, IL 61402 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, **Exhibit A** Acceptance of Solicitation and Contract No. 4400011187, dated June 1, 2022, and **Exhibit B** Catalog Discount Terms and Exclusions together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by **Fairfax County Public Schools** and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with **Fairfax County Public Schools**. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County" and shall be completed no later than **May 31, 2023** ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if the **County of Fairfax Public Schools** renews their agreement identified in **Exhibit A**, the County may elect to renew this Agreement under the same contract terms for **three (3)** one-year renewal periods from **June 1, 2023, to May 31, 2026**. ("Subsequent Contract Term"). However, if the **County of Fairfax Public Schools** does NOT renew their agreement identified in **Exhibit A**, this Agreement shall automatically expire on the contract expiration date.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with **Exhibit A** Acceptance of Solicitation and Contract No. 4400011187, dated June 1, 2022.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

8. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County’s workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

9. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

10. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Heather Havens
Institutional Sales Manager
PO Box 1267 Galesburg, IL, 61402
Phone: (800) 704-7744
Email: contracts@dickblick.com

TO THE COUNTY:

Farah Shakour-Bridges
Management Analyst
300 N Park Drive
Arlington, VA 22203
Phone: (703) 228-7785
Email: fshakour-bridges@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

11. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

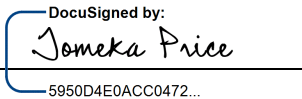
12. COUNTERPARTS

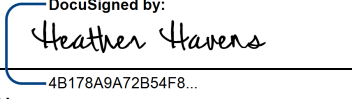
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

BLICK ART MATERIALS

AUTHORIZED SIGNATURE: 

AUTHORIZED SIGNATURE: 

NAME: DR. SHARON T. LEWIS Tomeka Price

NAME: Heather Havens

TITLE: PURCHASING AGENT Procurement Office

TITLE: Director of Institutional Sales

DATE: 7/13/2022

DATE: 7/13/2022

EXHIBIT A



Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, VA 22042

MAY 06 2022

Blick Art Materials.
Attn: Heather Havens
P.O. BOX 1267
GALEBURG, IL 61402

Reference: 4400011187 - AEPA 022.5-B Career & Technology Education

Dear Heather Havens:

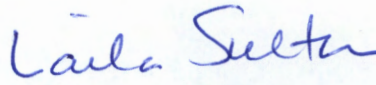
Attached is the signed acceptance of solicitation & contract form for AEPA Bid 022.5B and contract 4400011187 between Fairfax County Public Schools and Blick Art Materials. Please retain this copy of the contract for your files.

The period of the contract is from Date of Award through May 31, 2023 with the option to renew for three (3) additional one-year periods.

Please provide your Certificate of Insurance to the address listed above within ten (10) days after receipt of this letter.

If you have questions or comments, please direct them to the Manager Contracts, Jon Damron at 571-423-3581 or via email at jdaron@fcps.edu.

Sincerely,


for Michelle R. Pratt
Director

MRP/pak

FD
5/9/22



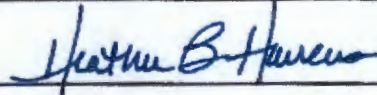
Association of Educational
PURCHASING AGENCIES

Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

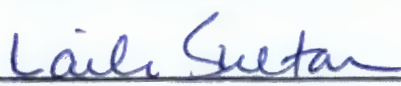
PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>Blick Art Materials LLC</u>	Date	<u>2/19/2022</u>
Address	<u>PO Box 1267</u>	City, State Zip	<u>Galesburg, IL 61402</u>
Contact Person	<u>Heather Havens</u>	Title	<u>Institutional Sales Manager</u>
Authorized Signature	<u></u>	Title	<u>Institutional Sales Manager</u>
Email	<u>contracts@dickblick.com</u>	Phone	<u>800-704-7744</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until May 31, 2023, unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, it may be extended month by month up to six (6) months by an AEPA state.

Awarding Agency	<u>FAIRFAX COUNTY PUBLIC SCHOOLS</u>		
Authorized Representative	<u></u>		
Awarded this	day of	Contract Number	<u>440001187</u>
Contract to commence	<u>6/1/2022</u>	Or	
(Member Agency to select)			

BLICK[®] art materials

EXHIBIT B

PO Box 1267 Galesburg IL 61402-1267
Orders 800-447-8192
Contracts 800-704-7744

DickBlick.com
Fax 800-621-8293

Catalog Discount Terms and Exclusions

Contract Reference: 022.5-B Career and Technical Education

Discount: 20%

Discount Code: QD20AEP

Contact: Heather Havens

Email: contracts@dickblick.com

Offer Terms

- Discount is applied to the “each” price as listed in Blick’s annual *Materials for Art Education* annual catalog only. Item numbers begin with **A** in 2022. Letters will change annually between A, B, or C.
- **Free freight on orders of \$49 or more after discount** See below for exclusions

Discount Exclusions

- **Sale catalogs**
- **Website prices at www.dickblick.com**
You will receive the **lower of the web price** at the time of order **or your catalog discount** by placing the discount reference code listed above in the discount code box in your shopping cart and using the School and Business checkout method. Note: web prices may fluctuate daily.
- **Quantity pricing**
You will receive **the lower of the quantity break, for the quantity ordered, or your discount** from the “EACH” price.
- **Drop-ship items**
Any item with the **letter F** in the catalog item # prefix or noted as **factory-direct** online.
- Cannot be used in conjunction with additional **coupons or other promotions**.

Free Freight Exclusions

- **Oversized or heavy weight** items (i.e. paper rolls, linoleum rolls, printmaking presses, or any item indicating additional handling)
- 50-lb boxes of **clay** or **ANY modeling material** totaling 50-lbs or greater in weight
- **Drop-ship items** (any item with the letter **F** in the catalog item # prefix or noted as **factory-direct** online)
- When ordering sheets of paper or board larger than 18” x 24” in quantities of less than 10, a per-order handling fee applies. Paper or boards may be assorted to reach the quantity of 10.

To place an order

- Provide discount code on your order or in the promo field when ordering online
- Phone: **800-447-8192**
- Fax: **800-621-8293**
- Email: PurchaseOrders@dickblick.com
- Online: www.dickblick.com