

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

NOTICE OF CONTRACT AWARD

AMOS KENNEDY	DATE ISSUED:	<u>9/16/2019</u>
PO BOX 7489	CURRENT REFERENCE NO:	<u>20-716-EP</u>
DETROIT, MI 48207	CONTRACT TITLE:	<u>AMOS KENNEDY ART TRUCK</u>

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**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 20-716-EP including any attachments or amendments thereto.

**EFFECTIVE DATE:** SEPTEMBER 16, 2019

**EXPIRES:** DECEMBER 31, 2020

**RENEWALS:** N

**COMMODITY CODE(S):** 90948

**LIVING WAGE:** N

**ATTACHMENTS:**

AGREEMENT No. 20-716-EP

**EMPLOYEES NOT TO BENEFIT:**

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

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**VENDOR CONTACT:** AMOS KENNEDY

**VENDOR TEL. NO.:** (313) 444-0418

**EMAIL ADDRESS:** KENNEDYPRINTS@GMAIL.COM

**COUNTY CONTACT:** CYNTHIA CONNOLLY

**COUNTY TEL. NO.:** (703) 228-0818

**COUNTY CONTACT EMAIL:**

CCONNOLLY@ARLINGTONVA.US

## ARLINGTON COUNTY, VIRGINIA

### STANDARD FORM AGREEMENT No.20-716-EP

**THIS AGREEMENT** ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and **AMOS KENNEDY, PO BOX 7489, DETROIT, MI, 48207** (Contractor Name), licensed to do business in the Commonwealth of Virginia ("Contractor") (collectively the "parties").

1. The Contractor agrees to provide the following goods or services:

- Develop and participate in interactive project(s) for the Arlington Art Truck, Art on the Art Bus and Public Art programming as an Artist in Residence for Arlington Cultural Affairs. Design and letterpress print seven different 6"x9" cards (total amount: 12000 cards) that commemorate the 60<sup>th</sup> Anniversary of the sit-ins in Arlington, County, Virginia.
- The letterpress print cards will be used for the following programs: ART on the Art Bus, Arlington Art Truck and Public Art programming (all text, including quotations, project description and location information, will be provided by Arlington Cultural Affairs).
- Each letterpress print card created will represent one of the seven sit-ins and/or a related protest that occurred between June 9<sup>th</sup> – June 22<sup>nd</sup>, 1960.
- The cards must feature an originally designed color background with a quote from one of the sit-in locations on the front side.
- The text on the back of the cards must have a project description to include the sit-in and/or protest location as well as the following citation:  
“(Name of project) project by Amos Paul Kennedy, Jr. is an original letterpressed artwork created for Arlington County, Virginia’s Cultural Affairs Division as a part of the Arlington Art Truck program in collaboration with Arlington Public Art, 2020.”
- All paper, ink and any additional supplies to execute projects.
- Loan to the County a letterpress for the duration of the project from March 31 – June, 2020.
- Contractor agrees to work in Arlington County with Arlington Cultural Affairs supporting these programs during these dates: March 31 – April 6<sup>th</sup> and May 13- 18, 2020.
- A signed Criminal Conviction Form; provided by the County Project Officer
- Images used for promotional purposes as are outlined in timeline below;
- Proofs and final printing of all letterpressed placards and cards (7 6"x9" and 7 11"x28") adhering to the timeline below
- Contractor is to bring his own lunch and water for each activation.

- Participate in up to four public activations and two public middle school activations for the Arlington Art Truck program
  - During the activations, Contractor will assist the public in all printing of cards
  - Support the community partner by introducing participants to the partner when the opportunity arises. The community partner for this project will be the Black Heritage Museum of Arlington County, Virginia. A representative from the Museum will be present at each activation. Additional partners for this project may be added at a later date;
  - For the middle school presentations (7<sup>th</sup> and 8<sup>th</sup> grade) Contractor will also provide a 10-minute slideshow presentation of biography and images of previous work;
  - Meet County Project Officer at Arlington Art Truck, at each activation site and time. Contractor must arrive 30 minutes before site activation for set up and stay 30 minutes after activation for breakdown. The County Project Officer reserves the right to change this requirement after Arlington Art Truck activations occur, if a need for revision is observed;
  - Load and unload Arlington Art Truck with Arlington Art Truck staff;

Fabrication and other technical requirements of each program are outlined below:

The County will provide:

The Arlington Art Truck contains the following supplies and equipment:

- At least two (2) pop up tents;
- Two (2) A-frame signs to promote activation on site;
- At least one (1) staff person. The Assistant will manage Arlington Art Truck needs which includes some assistance for the Contractor;
- Provide an additional contractor who is a skilled printmaker to assist with printing while Contractor is not in Arlington.
- Additional supplies, if needed and within reason, through guidance of contractor, up to \$500 in expenditures;
- Two six (6) foot Tables and up to twelve (12) Chairs, if needed;
- Supplies and artwork contained in Arlington Art Truck and brought to each activation site as scheduled;
- Community Partner will provide information rack card describing their mission;
- Electricity from the Arlington Art Truck, if needed;
- Payment to contractor for Federal mileage rate to drive from Detroit Michigan to Arlington, Virginia two times for the Arlington Art Truck activations (1050 miles for each round trip); and
- Payment as outlined in Clause 5 of this Agreement.

***Insurance Agreement:***

- The artwork and equipment are insured by the County when the artwork is in the sole custody of the County, in storage in a County building or in the Arlington Art Truck, during transportation or parked in storage.
- During activations with the Arlington Art Truck and the contractors, the artwork is considered to be the joint custody of both the County and the Contractors.
- The Contractor will provide general liability insurance as stipulated in Clause 11.

***Cancellation Terms for the Arlington Art Truck:***

During the contracted dates the Contractor will perform up to 4 activations of up to six (6) hours. Activations that are cancelled with the approval of the Project Officer will be rescheduled during the contracted time period, unless the County determines that rescheduling is not possible. In the event that this rescheduled activation is cancelled for a second time, the Contractor will be paid in full for that activation and will be counted as one (1) scheduled activation against the total scheduled activations. The Contractor understands that if event or activation is cancelled due to repair of artwork commissioned for the County under this contract, the Contractor will re-schedule the event for a date to be approved by the County Project Officer.

Cancellation of event will be determined as follows:

- Morning events (9am-12noon): cancellation will be decided by 7am the same day.
- Afternoon events (12noon-5pm): cancellation will be decided by 9am the same day.
- Evening events (5-10pm): cancellation will be decided by Noon the same day.
- Cancellation will be determined by County Project Officer or other assigned County staff.
- The County's Project Officer will notify the Contractor by email, text or phone.

***Art on the ART Bus:***

The contractor will deliver seven (7) distinctly different designed bus placards (11" x 28" sized-paper) each with one of the seven quotes provided by Arlington Cultural Affairs detailed above in this Agreement. Artwork will adhere to the similar letterpress aesthetic of the letterpress cards. Each of the seven (7) placards shall be replicated ten (10) times for a total of 70 placards.

It is understood:

- The final "Art on the ART Bus" work will be displayed in one ART BUS from October 2019 to January 2021;
- The artwork may be removed prematurely from the bus, if the work sags or becomes damaged.
- The artwork will not be protected, and the artwork will NOT be insured by the County due to the nature of this exhibition;
- Artwork is NOT FOR SALE;
- Artwork will not be returned to the Contractor;

- The Contractor will work in tandem with the County Project Officer to establish the best typography to be used to complete the artwork in order to be most clear for riders to read while on the bus.

### **Public Art Outreach Programs:**

During the contracted dates the Contractor will perform the following activities:

- Prepare a 20-minute presentation, present it and participate in an “artist talk and print demo” at up to three companies who are headquartered in Arlington, determined by the County, and at the Library of Congress, Washington, DC;
- Participate in a film screening and public discussion in coordination with Arlington Public Library of “Proceed and Be Bold!”, a full feature length documentary;
- Give Arlington County the rights to screen the full-length documentary film, “Proceed and Be Bold!”.

### **Timeline is as follows for all projects combined:**

- July 19, 2019: Quotes for printing are decided and the Contractor shall start making cards for Art on the ART bus
- September 13, 2019: proofs for Art on the ART bus due by email to [dehlen@arlingtonva.us](mailto:dehlen@arlingtonva.us) and [cconnolly@arlingtonva.us](mailto:cconnolly@arlingtonva.us)
- September 25, 2019: High resolution photographic images (6mb each) of the seven (7) Bus placards are due to the County project officer by email to [cconnolly@arlingtonva.us](mailto:cconnolly@arlingtonva.us). (to be used for promotional purposes)
- October 1, 2019: Placards for Art on the ART bus due to Arlington Cultural Affairs office: Cynthia Connolly 1110 N Glebe Road, Suite 1500 Arlington, VA 22201
- October 8, 2019: 6”x9” proofs due by email to [dehlen@arlingtonva.us](mailto:dehlen@arlingtonva.us) and [cconnolly@arlingtonva.us](mailto:cconnolly@arlingtonva.us)
- Mid - October, 2019: Bus installed by County Project Officer
- December 1, 2019: High resolution photographic images (6mb each) of the 7 6”x9” cards due to County project officer by email to [cconnolly@arlingtonva.us](mailto:cconnolly@arlingtonva.us) and [dehlen@arlingtonva.us](mailto:dehlen@arlingtonva.us) (to be used for promotional purposes)
- March 31 – April 5, 2020: The Contractor shall visit two (2) schools and one public space (“activation”) with the Arlington Art Truck and participate in Public Art programming
- April 11 - May 9, 2020: Arlington Art Truck Contractor-designed activations occur with County-hired letterpress printer. (Contractor is not on site for these 5-6 “activations”. They are overseen by County Project Officer.)
- May 14 – 19, 2020: Contractor in Arlington: 2-3 Arlington Art Truck activations in public and participate in Public Art Programming
- June 2020: Contractor shall travel to Arlington for Sit In commemoration.

## **Marketing and Promotion:**

- All photographs and videos taken during all events are the property of the County and may be used for marketing in print media, social media, web.
- Artwork commissioned for this project cannot be displayed to the public before the scheduled activations and events.
- Before printing any final artwork or marketing materials, all materials must be approved by the County Project Officer and County Marketing Director.
- When posting to social media, these hashtags are required for this project: #arlingtonarts #arttruckarlington @Arl\_arts @arttruckarlington
- The Contractor will retain the copyright for this project.

## **Additional details:**

2. The Contractor understands and agrees that the County will have no obligation to the Contractor if no goods or services are required.

3. The Contractor's provision of these goods or services shall be subject to review and approval by the County's Project Officer ("Project Officer") assigned by the Director of the County's Arlington Economic Development (AED) Division.

4. The Contractor shall provide the service designated in Paragraph 1 beginning on the date of execution of this agreement by the County, and unless terminated as provided below, shall continue until December 31, 2020.

5. For services rendered or goods provided by the Contractor and accepted by the Project Officer, per Attachment A, the County shall pay the Contractor for services rendered or goods provided by the Contractor and accepted by the Project Officer. Total payment for this contract will not exceed a total of \$16,726. The County shall not pay the Contractor any other sum under this Agreement. Payment to the Contractor shall be net fifteen (30) days from the end of services.

6. It is understood and agreed by the parties that the Contractor is an independent Contractor separate from the County, and the County will not withhold from the compensation paid to the Contractor any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its agents or employees; further, the County will not provide any insurance coverage or other benefits normally provided by the County for its general employees to the Contractor.

7. The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Agreement:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under

this Agreement; or

- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to any subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in section b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained in this Agreement with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. This Agreement may be terminated upon written notice to the Contractor fifteen (15) days before the date of termination by the Arlington County Purchasing Agent whenever the Purchasing Agent shall determine that such termination is in the County's best interest. The Contractor will be entitled to receive compensation for all Contract goods or services satisfactorily performed by the Contractor and accepted by the County prior to such termination notice.

9. The County shall have the right to terminate this Agreement if the Contractor fails to provide satisfactory goods or services, in the sole determination of the Project Officer. In the event of such termination, the County will give the Contractor written notice forty-eight (48) hours before the effective date and time of termination. Such notice shall be effective upon being mailed by the County to the Contractor. In the event this Agreement is terminated by the County due to the Contractor's failure to provide satisfactory goods or services, the Contractor shall be entitled to receive compensation only for goods or services satisfactorily performed and accepted by the Project Officer prior to the mailing by the County of such termination notice. Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County.

10. It is mutually understood and agreed that time is of the essence and the Contractor agrees that failure to provide timely service under this Agreement shall render this Agreement null and void, and the County will be relieved of all obligations hereunder.

11. The Contractor shall provide the insurance coverage below before the start of work and shall provide a certificate of insurance evidencing such coverage.

- Commercial General Liability (CGL)- \$500,000 combined single limit with \$1,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Contractors. "The County Board of Arlington County, Virginia, and its officers, employees and agents" must be additional named insureds on the CGL policy.

12. The Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by Virginia or federal law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this nondiscrimination clause.
- b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that it is an Equal Opportunity Employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- d) The Contractor shall include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order more than \$10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.

13. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in publicly- and privately-provided services and activities.

14. During the performance of this Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site



for the performance of work done relating to this Agreement.

15. In accordance with § 2.2-4311.1 of the Code of Virginia, the Contractor acknowledges that it does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

16. This Agreement is governed, in part, by all applicable provisions of the Arlington County Purchasing Resolution, which is hereby incorporated by reference into this Agreement. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is fifteen (15) days.

17. This Agreement shall not be effective until a valid County Purchase Order is issued to the Contractor covering the amount of the Agreement.

18. All funds for payments by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board for Arlington County for the goods and/or services provided under this Agreement or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Agreement, 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 Agreement is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Agreement, 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 Agreement beyond the date of termination specified in the County's written notice.

19. This Agreement incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia (§ 18.2-438 et seq.), as amended.

20. No employee of the County shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

21. The County does not discriminate against faith-based organizations.

22. The Contractor and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as results of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to

products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all its employees, agents, and subcontractors are informed of, and abide by, this requirement.

23. The Contractor agrees to comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses insofar as those provisions may apply to this Agreement.

24. The Contractor shall be and remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.

25. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and no other state, and the jurisdiction and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court or jurisdiction.

26. The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this paragraph, the Contractor shall be liable for and reimburse the County for all expenses, including but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Agreement.

27. Notwithstanding any other provision of this Agreement, nothing in this Agreement or any action taken by the County pursuant to this Agreement shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

28. All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to 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:

Amos Kennedy  
PO Box 7489  
Detroit, MI 48207

TO THE COUNTY:

Cynthia Connolly, Special Projects Curator  
Arlington Cultural Affairs  
Arlington Economic Development  
1100 N Glebe Rd, Suite 1500  
Arlington, Virginia 22201

AND

Arlene Palmer, Procurement  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

29. The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

30. This Agreement expressly incorporates all attachments and/or exhibits referenced hereinabove by reference. Where the terms and provisions of this Agreement vary from the terms and provisions of any attachments or exhibits, the terms and provisions of this Agreement shall take precedence.

32. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of any or all its right, title or interest therein, without prior written consent of the County.

33. This Agreement shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

34. All remedies available to the County under this Agreement are cumulative and no remedy hereunder shall be exclusive of any other remedy available to the County at law or in equity.

35. The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by a valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

AMOS KENNEDY

AUTHORIZED  
SIGNATURE:



NAME: ARLENE PALMER

TITLE: PROCUREMENT

DATE:

9/16/19

AUTHORIZED  
SIGNATURE:

NAME:

TITLE: Trustee

DATE:

16 September 2019