



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

**RIDER AGREEMENT NO. 23-DTS-R-319**

THIS AGREEMENT (hereinafter "Agreement") is made, on 10/19/2022 by the County, between **NetCom Learning Inc. – NY, dba NetCom Learning** ("Contractor"), a corporation with a place of business at 519 8th Avenue 2nd Floor New York, NY 10018-6544 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 Modification A821 Contract No. GS-35F-0653T**, 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 **General Services Administration** and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with **General Services Administration**. 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 on 10/19/2022 and shall be completed no later than **September 23, 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 **General Services Administration** renews their agreement identified in **Exhibit A**, the County may elect to renew this Agreement under the same contract terms **for four (4) one-year renewal periods** from **September 24, 2024, to September 23, 2027** ("Subsequent Contract Term"). However, if **General Services Administration** 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 NetCom Online Training.

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:**

John Andrews  
519 8th Avenue, 2nd Floor  
New York, NY 10018-6544  
Phone: (212) 629-7265, (888) 563-8266  
Email: [john.andrews@netcomlearning.com](mailto:john.andrews@netcomlearning.com)

**TO THE COUNTY:**

Jason Jones  
Chief Cloud Architect  
Phone: 703-258-9047  
Email: [jasjones@arlingtonva.us](mailto:jasjones@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](mailto: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](mailto:business@arlingtonva.us).


**12. COUNTERPARTS**

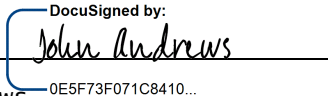
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmissions, (e.g., PDF or similar format) are true and valid signatures for 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

NetCom Learning Inc. – NY, dba NetCom Learning

AUTHORIZED  
SIGNATURE:   
89B86B1AD301462...  
NAME: DR. SHARON T. LEWIS  
  
TITLE: PURCHASING AGENT  
  
DATE: 10/19/2022

AUTHORIZED  
SIGNATURE:   
0E5F73F071C8410...  
NAME: John Andrews  
  
TITLE: Senior Enterprise Consultant  
  
DATE: 10/18/2022



#### 4. FSS MAS AUTHORIZED PRICELIST

##### Special Item Number 611420, Information Technology Training

Vendor Name	Vendor Course #	NetCom Course #	Course Name	GSA Price w/IFF
Microsoft - Application	407	407	XML Introduction -Level 1	\$361.25
Microsoft - Application	408	408	XML: DTD Design (Second Edition) -Level 2	\$361.25
Microsoft - Application	409	409	XML: Document Object Model -Level 3	\$361.25
Microsoft - Technical	84718	84718	Microsoft Windows SharePoint Services 3.0: Level 1	\$849.15
Microsoft - Technical	84719	84719	Microsoft Windows SharePoint Services 3.0: Level 2	\$849.15
Microsoft Dynamics	8800	8800	Corporate Lab Rental	\$1,130.50
NetCom	CSPA-APPVOUC250	CSPA-APPVOUC250	Application Training Voucher 250 seats (8-hour seat of Any Application Training)	\$40,250.00
NetCom	CSPA-APPVOUC50	CSPA-APPVOUC50	Application Training Voucher 50 seats (8-hour seat of Any Application Training)	\$9,850.00
NetCom	CSPA-TECVOUC250	CSPA-TECVOUC250	Technical Training Voucher 250 seats (8-hour seat of Any Technical Training) -Excluding MSFT Dynamics	\$80,750.00
NetCom	CSPA-TECVOUC50	CSPA-TECVOUC50	Technical Training Voucher 50 seats (8-hour seat of Any Technical Training) -Excluding MSFT Dynamics	\$20,200.00
NetCom	CSPB-CISCOVOUC-250	CSPB-CISCOVOUC-250	Cisco® Training Voucher 250 seats (8-hour seat of Any Cisco® Training) CCNA, CCNP, CCSP, CCVP, CWLF & CWLTA	\$80,750.00
NetCom	CSPB-CISCOVOUC-50	CSPB-CISCOVOUC-50	Cisco® Training Voucher 50 seats (8-hour seat of Any Cisco® Training) CCNA, CCNP, CCSP, CCVP, CWLF & CWLTA	\$20,200.00
NetCom	CSPB-COMPVOUC-250	CSPB-COMPVOUC-250	c (8-hour seat of Any CompTIA Training) A+, Net+, Security+	\$49,250.00
NetCom	CSPB-COMPVOUC-50	CSPB-COMPVOUC-50	CompTIA Training Voucher 50 seats (8-hour seat of Any CompTIA Training) A+, Net+, Security+	\$12,100.00
NetCom	CSPB-MSAPPLVOUC-250	CSPB-MSAPPLVOUC-250	Microsoft Applications Training Voucher 250 seats (8-hour seat of Any Microsoft Applications Training)	\$40,250.00
NetCom	CSPB-MSAPPLVOUC-50	CSPB-MSAPPLVOUC-50	Microsoft Applications Training Voucher 50 seats (8-hour seat of Any Microsoft Applications Training)	\$9,850.00
NetCom	CSPB-MSDYNVOUC-250	CSPB-MSDYNVOUC-250	Microsoft Dynamics Training Voucher 250 seats (8-hour seat of Any Microsoft Dynamics Training)	\$96,500.00
NetCom	CSPB-MSDYNVOUC-50	CSPB-MSDYNVOUC-50	Microsoft Dynamics Training Voucher 50 seats (8-hour seat of Any Microsoft Dynamics Training)	\$24,250.00



Vendor Name	Vendor Course #	NetCom Course #	Course Name	GSA Price w/IFF
NetCom	CSPB-MSTECHVOUC-250	CSPB-MSTECHVOUC-250	Microsoft Technical Training Voucher 250 seats (8-hour seat of Any Microsoft Technical Training)	\$71,750.00
NetCom	CSPB-MSTECHVOUC-50	CSPB-MSTECHVOUC-50	Microsoft Technical Training Voucher 50 seats (8-hour seat of Any Microsoft Technical Training)	\$17,950.00
NetCom	CSPC-CREDITS-1	CSPC-CREDITS-1	NetCom Training Credits (1.1k of retail priced training)	\$900.00
NetCom	CSPC-CREDITS-10	CSPC-CREDITS-10	NetCom Training Credits (11k of retail priced training)	\$9,000.00
NetCom	CSPC-CREDITS-100	CSPC-CREDITS-100	NetCom Training Credits (130k of retail priced training)	\$90,000.00
NetCom	CSPC-CREDITS-25	CSPC-CREDITS-25	NetCom Training Credits (27.5k of retail priced training)	\$22,500.00