



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

CONTRACT AWARD COVERPAGE

TO: Learning Tree International USA, Inc. (Secondary Contractor) 13650 Dulles Technology Dr. 4 th Floor Herndon, VA 20171	DATE ISSUED: <u>Lead Agency Award Date: October 19, 2017</u>
	CONTRACT NO: <u>24-POL-R-517</u>
	CONTRACT TITLE: <u>Training: IT Service Management (ITSM)</u>

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 contain the terms and conditions of AGREEMENT No. 24-POL-R-517, including any attachments or amendments. **Learning Tree International USA, Inc. (Secondary Contractor) may be used for requests where Global Knowledge Training LLC (Primary Contractor – Contract No. 21-DTS-R-407a) cannot meet the County’s response requirement. Documentation from Global Knowledge Training LLC stating they cannot meet the County’s response requirement must be obtained prior to contacting Learning Tree International USA, Inc.**

EFFECTIVE DATE: 2/7/2024
EXPIRES: November 30, 2024
RENEWALS: One 1-year Renewal Remaining.
COMMODITY CODE(S): 26019, 64022, 64122
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 24-POL-R-517

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

VENDOR CONTACT: Marthe Lewis	VENDOR TEL. NO.: <u>(571) 383-0722</u>
EMAIL ADDRESS: marthe_lewis@learningtree.com	

COUNTY CONTACT: Niki Levy, POL - Police	COUNTY TEL. NO.: <u>(703) 228-34365</u>
COUNTY CONTACT EMAIL: nslevy@arlingtonva.us	

PURCHASING DIVISION AUTHORIZATION

<small>DocuSigned by:</small> <i>Jomeka D. Price</i>	Title Procurement Officer	Date 2/7/2024
<small>5950D4E0ACC0472...</small>		



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

RIDER AGREEMENT NO. 24-POL-R-517

THIS AGREEMENT (hereinafter "Agreement") is made, on 2/7/2024, between Learning Tree International USA, Inc. ("Contractor"), a Delaware corporation with a place of business at 13650 Dulles Technology Drive, 4th Floor, Herndon, VA 20171 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 – Contractor's Pricing

[Fairfax County Public Schools Contract 4400007987, including amendments](#), is hereby incorporated by reference.

This Agreement is a rider to an original contract awarded by Fairfax County Public Schools and extended by the Contractor to the County on the same terms and conditions as the original agreement executed as a result of a competitive solicitation issued by 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 2/7/2024 and shall be completed no later than **November 30, 2024** ("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, the County may elect to renew this Agreement under the same contract terms for one (1) one-year renewal period from **December 1, 2024, to November 30, 2025** ("Subsequent Contract Term").

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 services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide qualified and accredited Information Technology Service Management (ITSM) training/courses and related services. **Learning Tree International USA, Inc. (Secondary Contractor) may be used for requests where Global Knowledge Training LLC (Primary Contractor – Contract No. 21-DTS-R-407a) cannot meet the County’s response requirement. Documentation from Global Knowledge Training LLC stating they cannot meet the County’s response requirement must be obtained prior to contacting Learning Tree International USA, Inc.**

The training/courses and related services include the current level of training courses but are not limited to:

- Information Technology Infrastructure Library Version 3 (ITILV3) certification and non-certification courses including but not limited to, Foundations, Service Strategy, Service Design, Service Transition, Service Operations, Continual Service Improvement, ITIL Practitioner, Managing Across the Life Cycle, Service Catalogs, Knowledge Management, and Asset Management.
- Courses to support planning, including but not limited to project management, Agile development, Lean IT, and information technology management courses.
- Courses to support development, automation, and operational technology support, including but not limited to desktop and server support, SQL, reporting tools, PowerShell, .NET, and other scripting languages and related systems and technologies.
- Courses to support the IT Service Desk, including but not limited to Customer Service Representatives, Support Center Analysts, Desktop Support Technicians, and Customer Service Directors and Managers certification and non-certification courses.
- Courses to support knowledge, practices, and certification (CIPT) associated with privacy and data protection, information security concepts and information security management/governance, frameworks, controls, and identity and access management.
- Courses to support knowledge and certification associated with data center technologies and solutions, server operating systems and virtualization, cloud computing, networking, wireless, and voice-over IP.

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 that 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. 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.

9. 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:

Marthe Lewis
Learning Tree International, Inc.

13650 Dulles Technology Dr., 4th Floor
Herndon, VA 20171
Phone: (571) 383-0722
Email: marthe_lewis@learningtree.com

TO THE COUNTY:

Niki Levy, Project Officer
Public Safety IT
1425 N Courthouse Rd, Suite 7125
Arlington, Virginia 22201
Phone: (703) 228-4365
Email: nslevy@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


10. 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.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

LEARNING TREE INTERNATIONAL, INC.

AUTHORIZED
SIGNATURE:  DocuSigned by:
5950D4E0ACC0472...

AUTHORIZED
SIGNATURE:  DocuSigned by:
DF5E4EE9D0B94E5...
Marthe Lewis

NAME: TOMEKA PRICE
TITLE: PROCUREMENT OFFICER
DATE: 2/7/2024

NAME: _____
TITLE: Director
DATE: 1/26/2024

**EXHIBIT A
CONTRACTOR'S PRICING**

SECONDARY SOURCE:

The Secondary Contractor may be used for requests where the primary source cannot meet your response requirement. Documentation from the primary source stating they cannot meet your response requirement must be obtained prior to contacting the secondary source.

PRICING SCHEDULE

**SECONDARY: LEARNING TREE INTERNATIONAL USA, INC.
CONTRACT: 4400007987**

Item #	Item Description	Duration	UOM	Unit Price
PRICE FOR 1-9 STUDENTS				
Category A: ITIL Certification Classes				
1	Percentage Discount for ITIL v3 Certification Classes			12%
2	ITIL v3 Foundation Certification Course	3 days	EA	\$2,355.00
3	ITIL v3 Intermediate Qualification: Service Transition Course	3 days	EA	\$2,355.00
4	ITIL v3 Intermediate Qualification: Service Design Course	3 days	EA	\$2,355.00
5	Retake Test Fee		EA	Free
Category B: Non-Certification Classes				
6	Percentage Discount for Non- Certification Classes			12%
7	Communication Skills Course	3 days	EA	\$2,355.00
8	Achieving Excellence in Customer Service Course	1 day	EA	\$520.00
9	Introduction to Knowledge Management Course	No Bid		
10	Retake Test Fee			
Category D: Information Privacy and Security Classes				
16	Percentage Discount for Information Privacy and Security Classes			12%
17	Certified Information Privacy Technologist (CIPT) Certification Prep Course	No Bid		
18	CISSP Certification Prep Course	5 days	EA	\$3,664.00
19	Fundamentals of Information Systems Security	5 days	EA	\$2,833.00
19	Fundamentals of Information Systems Security – ALTERNATE	5 days	EA	\$2,833.00
20	Retake Test Fee - CISSP		EA	\$600.00
20	Retake Test Fee - SSCP		EA	\$300.00

PRICING SCHEDULE

SECONDARY: LEARNING TREE INTERNATIONAL USA, INC.
 CONTRACT: 4400007987

Item #	Item Description	Duration	UOM	Unit Price
PRICE FOR 10+ STUDENTS				
Category A: ITIL Certification Classes				
21	Percentage Discount for ITIL v3 Certification Classes			25%
22	ITIL v3 Foundation Certification Course	3 days	EA	\$1,995.00
23	ITIL v3 Intermediate Qualification: Service Transition Course	3 days	EA	\$1,995.00
24	ITIL v3 Intermediate Qualification: Service Design Course	3 days	EA	\$1,995.00
25	Retake Test Fee		EA	Free
Category B: Non-Certification Classes				
26	Percentage Discount for Non- Certification Classes			25%
27	Communication Skills Course	3 days	EA	\$1,995.00
28	Achieving Excellence in Customer Service Course	1 day	EA	\$520.00
29	Introduction to Knowledge Management Course	No Bid		
30	Retake Test Fee			
Category D: Information Privacy and Security Classes				
36	Percentage Discount for Information Privacy and Security Classes			47%
37	Certified Information Privacy Technologist (CIPT) Certification Prep Course		EA	No Bid
38	CISSP Certification Prep Course	5 days	EA	\$1,995.00
39	Fundamentals of Information Systems Security	5 days	EA	\$1,995.00
39	Fundamentals of Information Systems Security – ALTERNATE	5 days	EA	\$1,995.00
40	Retake Test Fee - CISSP		EA	\$600.00
40	Retake Test Fee - SSCP		EA	\$300.00