

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

**CONTRACT AWARD COVERPAGE**

<b>TO:</b> Learning Tree International USA, Inc.	<b>DATE ISSUED:</b>	October 10, 2020
13650 Dulles Technology Dr. 4 <sup>th</sup> Floor	<b>CONTRACT NO:</b>	21-DTS-R-407b
Herndon, VA 20171	<b>CONTRACT TITLE:</b>	Training: IT Service Management (ITSM)

**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. 21-DTS-R-407b including any attachments or amendments thereto. Learning Tree International USA, Inc. may be used for requests where Global Knowledge Training LLC 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:** October 15, 2020  
**EXPIRES:** November 30, 2021  
**RENEWALS:** THIS IS THE 1<sup>st</sup> YEAR AWARD NOTICE OF A POSSIBLE 5 YEAR CONTRACT.  
**COMMODITY CODE(S):** 26019, 64022, 64122  
**LIVING WAGE:** N

**ATTACHMENTS:**  
AGREEMENT No. 21-DTS-R-407b

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

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

<b><u>COUNTY CONTACT:</u></b> Ishai Trani, DTS-Technology Services	<b><u>COUNTY TEL. NO.:</u></b>	(703) 228-3408
<b><u>COUNTY CONTACT EMAIL:</u></b> <a href="mailto:itrani@arlingtonva.us">itrani@arlingtonva.us</a>		

**PURCHASING DIVISION AUTHORIZATION**

DocuSigned by:		
<i>Jomeka Price</i>	Title Procurement Officer	Date 10/20/2020
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**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201**

**RIDER AGREEMENT NO. 21-DTS-R-407b**

THIS AGREEMENT (hereinafter "Agreement") is made, on October 10, 2020, between Learning Tree International USA, Inc. ("Contractor"), a Delaware corporation with a place of business at 13650 Dulles Technology Drive, 4<sup>th</sup> 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, and:

[Fairfax County Public Schools Contract 4400007987](#) is hereby incorporated by reference  
Exhibit A – Contractor's Pricing

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 October 15, 2020 and shall be completed no later than November 30, 2021 ("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 four (4) one-year renewal periods from December 1, 2021 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.

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. 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., 4<sup>th</sup> Floor  
Herndon, VA 20171

**TO THE COUNTY:**

Ishai Trani, Project Officer  
Department of Technology Services  
2100 Clarendon Boulevard, Suite 601  
Arlington, Virginia 22201

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

**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 DocuSigned by:  
SIGNATURE: Tomeka Price  
5950D4E0ACC0472...

AUTHORIZED DocuSigned by:  
SIGNATURE: Marthe Lewis  
8F0C69827EB6449...

NAME: TOMEKA PRICE

NAME: Marthe Lewis

TITLE: PROCUREMENT OFFICER

TITLE: Director, Contracts

DATE: 10/20/2020

DATE: 10/20/2020

**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**

<b>Item #</b>	<b>Item Description</b>	<b>Duration</b>	<b>UOM</b>	<b>Unit Price</b>
<b>PRICE FOR 1-9 STUDENTS</b>				
<b>Category A: ITIL Certification Classes</b>				
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
<b>Category B: Non-Certification Classes</b>				
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			
<b>Category D: Information Privacy and Security Classes</b>				
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

<b>Item #</b>	<b>Item Description</b>	<b>Duration</b>	<b>UOM</b>	<b>Unit Price</b>
<b>PRICE FOR 10+ STUDENTS</b>				
<b>Category A: ITIL Certification Classes</b>				
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
<b>Category B: Non-Certification Classes</b>				
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			
<b>Category D: Information Privacy and Security Classes</b>				
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