

**SERVICE AGREEMENT
SOW-10-FY22-SA-0050
FOR
REQUEST FOR QUOTE
SOW-10-FY22
FOR
DIR INFOSEC ACADEMY EDUCATION & TRAINING PROGRAM
BETWEEN
THE STATE OF TEXAS, ACTING BY AND THROUGH
DEPARTMENT OF INFORMATION RESOURCES
AND
LEARNING TREE INTERNATIONAL USA, INC.**

1 Introduction

- A. This Service Agreement (this "**Agreement**") is subject to the terms of the DIR Cooperative Contract DIR-CPO-5045 by and between Learning Tree International, USA, Inc. ("**Successful Respondent**") and the Texas Department of Information Resources ("**DIR**"). In the event of any conflict between this Agreement and DIR Contract DIR-CPO-5045, the DIR-CPO-5045 terms shall control.
- B. This Agreement outlines the services to be performed by Successful Respondent in providing DIR InfoSec Academy Education & Training Program.
- C. This Agreement also captures the current understanding of the scope of services and time estimation, describes the approach, and contains details of the activities and responsibilities for both parties in accordance with the deliverables and associated tasks mentioned in the SOW-10-FY22 Statement of Work ("**SOW**") for the DIR InfoSec Academy Education & Training Program dated March 15, 2022, Successful Respondent's original response dated March 29, 2022, DIR Contract DIR-CPO-5045 dated April 22, 2022, including all amendments thereto.
- D. Order of Precedence

The order of precedence shall be as follows:

- 1. DIR Contract DIR-CPO-5045 (including all Amendments);
- 2. Service Agreement (this document);
- 3. Attachment 1, Pricing Sheet;
- 4. DIR Request for Quote SOW-10-FY22, including all addenda; and
- 5. Appendix B, Successful Respondent's Response to SOW, including all addenda.

2 Pricing

Pricing shall be as set forth in Attachment 1, Pricing Sheet to this Agreement. The total amount of this Agreement will not exceed \$4,060,000.00.

3 Invoices

Upon completion of training or requested services, the Successful Respondent will obtain a written acknowledgement of acceptance from the DIR Project Manager to be attached to each invoice submitted for payment. The invoice shall clearly state the period of

performance, services completed and reference the contract and purchase order number. No more than one (1) invoice allowed per month. Invoices shall be submitted electronically to DIR Accounts Payable via email at accounts.payable@dir.texas.gov.

4 Service Agreement Term

The initial term of this Agreement will be from September 1, 2022 through August 31, 2023. This term includes three (3) one (1) year renewal options.

4.1 Services

Services provided under this Agreement shall be as described in Attachment 1, Pricing Sheet, and the SOW unless otherwise agreed to in writing by Successful Respondent and DIR. In the performance of the services specified in this Agreement, Successful Respondent is not providing any legal services to DIR. The Successful Respondent shall provide all equipment, systems, applications and materials required to perform the services.

4.2 Contract Administration

The DIR Contract Manager, as defined in Section 7, shall have the authority and responsibility to implement this Agreement, including the SOW. The Contract Manager shall attempt to resolve any routine disputes that arise during the course of performance of this Agreement.

5 Successful Respondent Additional Services

In the event that additional services are required during the term of the contract, DIR will provide written notice to Successful Respondent describing the additional services required, including as applicable, the purpose, scope, timeline, and any other unique requirements, constraints, and assumptions for the requested service. If additional services are required, DIR and Successful Respondent will mutually determine a timeline to provide a work plan and pricing for the additional services. Any additional services shall be quoted at a firm-fixed price inclusive of any and all additional fees or charges. A request for pricing does not constitute a notice to proceed. If DIR chooses to proceed, DIR will issue a written amendment to the SOW and this Agreement for signature by DIR and Successful Respondent authorizing the additional services.

6 Respondent Certifications

In addition to the certifications, representations, and warranties made in Section 10.4 (B), Appendix A, DIR Contract DIR-CPO-5045, Successful Respondent hereby certifies, represents, and warrants that:

- A. In accordance with Section 2155.0061, Texas Government Code, the individual or business entity named in this Agreement is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate;
- B. In accordance with Section 2252.152, Texas Government Code, Successful Respondent is not identified on a list prepared and maintained under Section 2270.0201 (previously 806.051) or Section 2252.153, Texas Government Code;
- C. Under Section 161.0085, Texas Health and Safety Code, Successful Respondent is not ineligible to receive this Agreement; and
- D. Successful Respondent shall comply with the requirements of the Texas Risk and Authorization Management Program ("TX-RAMP"), as provided by 1 TAC §§ 202.27 and 202.77, and the TX-RAMP Program Manual ("Program Manual"). To the extent required by the Program Manual, Successful Respondent shall maintain program compliance and certification throughout the term of the SOW, including providing all quarterly and ongoing documentation required by the Program Manual. Upon request from DIR, Successful Respondent shall provide all documents and information necessary to demonstrate Successful Respondent's compliance with TX-RAMP.

7 Point of Contact

All communications for this Agreement must be directed through the following Points of Contact:

In the case of DIR:

Lisa Llamas, Contract Manager
Department of Information Resources
300 W. 15th Street, Ste 1300
Austin, Texas 78701

Office: (512) 475-4549

Email: lisa.llamas@dir.texas.gov

Linda Markey, Project Manager

Department of Information Resources

300 W. 15th Street, Ste 1300

Austin, Texas 78701

Office: (512) 475-0420

Email: linda.markey@dir.texas.gov

In the case of Successful Respondent:

LuAnne Skillinger, Director for Program Management

Learning Tree International USA, Inc.

13650 Dulles Technology Drive

Suite 400

Herndon, VA 20171-6156

Phone: (703) 925-7794

Email: LuAnne_Skillinger@LearningTree.com

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This Agreement is executed to be effective as of the date of last signature.

Learning Tree International USA, Inc.

Authorized By: Signature on file

Name: Magnus Nylund

Title: Chief Operating Officer

Date: 5/20/2022

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on file

Name: Amanda Crawford

Title: Executive Director

Date: 5/26/2022

Office of General Counsel: Signature on file

6. ATTACHMENT 1 – PRICING SHEET

DIR InfoSec Academy Education & Training Program

Date: March 29, 2022

The table below outlines the fixed price for DIR InfoSec Academy Education & Training Program.

**Pricing Table 1: Pricing Form for Security Training Courses
(September 1, 2022 – August 31, 2023)**

Line No.	Security Course Description	Virtual Price per Course without Exam	Virtual Price per Course with Exam	Live Instructor Price without Exam	Live Instructor Price with Exam
1	Certified Information Systems Security Professional (CISSP)	\$2,260	\$2,986	\$1,820	\$2,546
2	System Security Certified Practitioner (SSCP)	\$2,158	\$2,400	\$1,550	\$1,800
3	Certified Cyber Forensics Professional (CCFP)	N/A	N/A	N/A	N/A
4	Certified Cloud Security Professional (CCSP)	\$2,260	\$2,842	\$1,800	\$2,382
5	CompTIA Advanced Security Practitioner (CASP)	\$1,570	\$1,990	\$1,200	\$1,620
6	Certified Information Systems Auditor (CISA)	\$1,570	\$2,200	\$1,325	\$1,900
7	Certified Information Security Manager (CISM)	\$1,570	\$2,200	\$1,325	\$1,900

8	Certified-In-Risk and Information Systems Control (CRISC)	\$1,570	\$2,200	\$1,325	\$1,900
9	CompTIA Security+	\$1,200	\$1,525	\$1,200	\$1,525
10	Certified Ethical Hacker (CEH)	\$1,645	\$2,045	\$1,200	\$1,600
11	EC-Council's Certified Security Analyst (ECSA)	\$2,152	\$2,652	\$2,050	\$2,550
12	Licensed Penetration Tester (LPT)	\$1,957	\$2,756	\$1,751	\$2,550
13	Certified Hacking Forensic Investigator (CHFI)	\$2,672	\$2,972	\$1,600	\$1,900
14	EC-Council Certified Incident Handler (ECIH)	\$2,055	\$2,305	\$1,650	\$1,900
15	EC-Council's Certified Chief Information Security Officer (CCISO)	N/A	\$3,296	N/A	\$2,200
16	Advanced Penetration Testing: LPT Certification Training	\$1,957	\$2,756	\$1,751	\$2,550
17	CompTIA Pen Test+	\$1,750	\$2,085	\$1,700	\$2,035
18	CyberSec First Responder Training	N/A	\$1,957	N/A	\$1,900
19	Computer Forensics Boot Camp Training	N/A	\$3,960	NA	\$3,960
20	System and Network Security Introduction Training	\$1,030	N/A	\$1,000	N/A
21	CBAP® Training and Certification	N/A	\$490	N/A	\$390
22	CCBA® Exam Prep and Certification Training	N/A	\$490	N/A	\$390

23	Certified Analytics Professional (CAP) Preparation Course	N/A	\$840	N/A	\$840
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Pricing Table 2: Security Application Developer Courses

Line No.	Security Course Description	Virtual Price per Course without Exam	Virtual Price per Course with Exam	Live Instructor Price without Exam	Live Instructor Price with Exam
1	SecDevOps Foundation (SDOF) Certification Training	N/A	\$1,800	N/A	\$1,600
2	EC Council Certified Application Engineer (CASE java) Course	\$1,600	\$1,800	\$1,400	\$1,600
3	EC Council Certified Application Engineer (CASE NET) Course	\$1,600	\$1,800	\$1,400	\$1,600
4	Cybersecurity Coder	N/A	\$1,470	N/A	\$1,250
5	Optional Training & Services				

Pricing Table 2A: Data Management Training Courses

Line No.	Data Management Course Description	Cost per Student	Bulk Cost	Min. # for Bulk	Cost Per Hour
1	Hosting DM Computer-Based Training Course	\$40	\$35	100	
2	Updates for DM Computer Based Training Course				\$125

Pricing Table 3: Policy & Assurance Services

Line No.	Description of Services	Cost per Student	Bulk Cost	Min. # for Bulk	Cost Per Hour
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1	Host Online P&A Computer-Based Training Course	\$40	\$35	100	
2	Live Instructor-Led In-Person P&A Training	\$625	\$330	12	
3	Provide and complete requests for updates for P&A Computer Based Training				\$125

Pricing Table 4: Course Development Services- Customized Training, as needed

Line No.	Description of Services	Cost per Student	Bulk Cost	Min. # for Bulk	Cost Per Hour
1	Develop and create a fully customized DIR training course and materials				\$175-\$250
2	Host and provide instructors for training and certification	\$2,850 Est.	\$2,550 Est.	12	
3	Provided graphics, finishing services, and hosting of DIR provided content	Included with Event Fee	Included with Event Fee	Included with Event Fee	
4	Fully develop course and content for hosting on DIR's website				\$125

Pricing Table 5: Program Administration & Support

Line No.	Description of Services	Unit of Measure (Per year)	Cost
1	Program Administration & Training Support Services Management	Per year	No Charge

7. ATTACHMENT 2 – SUCCESSFUL RESPONDENT’S RESPONSE TO SOW

Learning Tree International USA, Inc.

DATE SUBMITTED TO DIR: March 29, 2022