



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: Multiple Award Schedule
FSC Group: Professional Services, Information Technology

CONTRACT NUMBER: 47QTCA23D003F

CONTRACT PERIOD: January 18, 2023 to January 17, 2028

For more information on ordering from Federal Supply go to this website: www.gsa.gov/schedules

CONTRACTOR: PowerTrain, Inc.
8201 Corporate Drive, Suite 500
Landover, MD 20785
301-731-0900
www.powertrain.com
cfrederick-bittner@powertrain.com

CONTRACTOR'S ADMINISTRATION SOURCE: Cathy Frederick-Bittner, Vice President
8201 Corporate Drive, Suite 500
Landover, MD 20785
301-731-0900
Fax: 301-731-0091
cfrederick-bittner@powertrain.com

BUSINESS SIZE: Large Business

Pricelist Current through Modification PO-0001, dated January 18, 2023

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN		Description
611430TD		Talent Development
54151S	54151SCOOP	IT Professional Services
611430		Professional and Management Development Training
511210	511210COOP	IT Software

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

(Government net price based on a unit of one)

SIN	Item	Price
611430TD	Associate Analyst I	\$59.04
54151S	Associate Analyst I	\$59.04
611430	Associate Analyst I	\$59.04
511210	Additional User Blocks (500,000 users)	\$1.29

1c. HOURLY RATES (Services only):

A description of all corresponding commercial job titles, experience, functional responsibility, and education for those types of employees or subcontractors who will perform services shall be provided. See page 22.

2. MAXIMUM ORDER*

SIN	Maximum Order
611430, 611430TD	\$1,000,000
511210, 54151S	\$500,000

NOTE TO ORDERING ACTIVITIES: *If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: \$100

4. GEOGRAPHIC COVERAGE: Domestic, 50 states, Washington, DC, Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities

5. POINT(S) OF PRODUCTION: US

6. DISCOUNT FROM LIST PRICES: Government Net Prices (discounts already deducted.)

7. **QUANTITY DISCOUNT(S):** 1.5% on orders over \$250,000
8. **PROMPT PAYMENT TERMS:** Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions. Net 30 days or other negotiated prompt payment terms
9. **FOREIGN ITEMS:** N/A
- 10a. **TIME OF DELIVERY:** 30 Days for SIN 511210, As Negotiated for all Other SINs
- 10b. **EXPEDITED DELIVERY:** Contact PowerTrain
- 10c. **OVERNIGHT AND 2-DAY DELIVERY:** Contact PowerTrain
- 10d. **URGENT REQUIREMENTS:** Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
11. **FOB POINT:** Destination
- 12a. **ORDERING ADDRESS:** Same as Contractor
- 12b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.
13. **PAYMENT ADDRESS:** Same as Contractor
14. **WARRANTY PROVISION:** Standard Commercial Warranty
15. **EXPORT PACKING CHARGES:** N/A
16. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR:**
N/A
17. **TERMS AND CONDITIONS OF INSTALLATION:** N/A
- 18a. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES:** N/A
- 18a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES:** N/A
19. **LIST OF SERVICE AND DISTRIBUTION POINTS:** N/A
20. **LIST OF PARTICIPATING DEALERS:** N/A
21. **PREVENTIVE MAINTENANCE:** N/A
- 22a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A
- 22b. **Section 508 Compliance for Electronic and Information Technology (EIT):** Training
(powertrain.com)
23. **UEI:** FFFBN9JMAKK3

24. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database.

PowerTrain End User Term License Agreement

IMPORTANT—PLEASE READ CAREFULLY. These Terms are an agreement between you and PowerTrain, Inc., a Delaware corporation. References to "us," "we," "our," and "PowerTrain" shall mean PowerTrain, Inc.

These Terms govern your access to and use of PowerTrain software, products, and/or services (individually or collectively, the "**Products**") and any information, content, text, graphics, photos, or other materials uploaded, downloaded, purchased, or appearing on or through the Products (collectively referred to as "**Content**"). Additional terms or product requirements may apply to our individual Products and are available with the relevant Product. These Terms apply to all visitors, users, and others who access and use the Products ("**Users**").

By executing a written Order for the Products, you agree to be bound by these Terms.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT, TO THE EXTENT APPLICABLE TO YOU, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS

Notwithstanding the foregoing, nothing in these Terms supersedes or limits your rights under:

- (a) the terms and conditions of any written agreement you have entered into with PowerTrain regarding the use of Products, or
- (b) applicable laws or regulations, to the extent that these Terms are prohibited by such laws or regulations. In the event of any conflict between these Terms and the terms and conditions of an applicable written agreement you have entered into with PowerTrain, the terms and conditions of the written agreement shall control.

1. Basic Terms & Accounts

You are responsible for your use of the Products. You may use the Products only if you can form a binding agreement with PowerTrain. Your account with PowerTrain (and use of the Product) gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion.

We may maintain different types of accounts for different types of Users. If you are accepting these Terms and using the Products on behalf of a company, organization, government, or other legal entity, then (a) "you" is the Ordering Activity under GSA Schedule contracts identified in the Purchase Order, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf. You may use the Products only in compliance with these Terms, any agreement entered into by your organization relating to the Products, and all applicable local, State, National, and international laws, rules, and regulations.

In cases where you have authorized or registered another individual, including a minor, to use your account(s), you are fully responsible for:

- (a) the online conduct of such User.
- (b) controlling the User's access to and use of the Products.

- (c) the consequences of any misuse. PowerTrain requires that the parents, guardian, or other authorized adult or organization of a minor affirmatively consent to the use of a PowerTrain Product by such minor.

PowerTrain reserves the right to provide access to the minor's account to the minor's parents, guardian, or other authorized adult or organization, upon such adult's request. For additional information on how we use your information, please see our Privacy Policy at the end of this document in the **PowerTrain Privacy Policy Addendum**.

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. PowerTrain shall have no liability for your interactions with other Users, nor for any User's acts or omissions.

2. Privacy & Use of Personal Information

Any information that you provide to PowerTrain, including first name, last name, email address, and any other information, including personal information you have provided, may provide, or may be collected by us in connection with your use of the Products ("**Your Information**"), will be collected, maintained, and used in order to provide the Products to you or your organization, or in accordance with these Terms. Our privacy policy located at the end of this document in the **PowerTrain Privacy Policy Addendum** is incorporated by reference and attachment, and any agreement entered into by your organization relating to the Product. You understand that, through your use of the Products, you consent to the collection and use (per these Terms, the Privacy Policy, and any agreement entered into by your organization relating to the Product) of Your Information, including the transfer of Your Information for storage, hosting, processing, and use by PowerTrain.

For the avoidance of doubt, personal information that includes Student Data (defined below) provided to PowerTrain through the use of these Products is governed by the terms of the agreement between PowerTrain and the organization relevant to your use of the Products. As between PowerTrain and you, you and/or the organization own all rights, title, and interest to all Student Data you provide or otherwise make available to us, and we do not own, control, or license such Student Data, except so as to provide the Products to you and to the organization that provides the products and controls Student Data from the records, if applicable, and as described herein. "**Student Data**" is any information (in any format) that is directly related to an identifiable current or former student that is maintained by an educational institution, or organization, or by us, as part of the provision of the Products. Student Data may include "records," as defined by the Family Rights and Privacy Act ("**FERPA**"), 20 U.S.C. § 1232(g). PowerTrain agrees to treat Student Data as confidential and not to share it with third parties other than as described in PowerTrain's agreement with the organization.

If you have any questions regarding the privacy and use of Your Information, please contact us at Info@PowerTrain.com, or your organization system support.

3. Content & Your Rights

You are responsible for Content that you post to the Products, and any consequences thereof. The Content you submit, post, or display may be viewed by other Users of the Products. You may be able to control the Content that other Users of certain Products may access through the privacy options in certain Products.

You retain your rights to any Content you submit, post, or display on or through the Products. By submitting, posting, or displaying Content on or through the Products, you grant us a worldwide, non-

exclusive, royalty-free license (with the right to sublicense) to use, host, store, copy, reproduce, process, adapt, modify, publish, transmit, create derivative works from, communicate, display, and/or distribute such Content in any and all media or distribution methods (now known or later developed) as part of providing any of the Products. You agree that this license includes the right for PowerTrain to provide, promote, and improve the Products and to make Content submitted to or through the Products available to other organizations or individuals as part of providing the Products (including after termination of your use of the Products) and in accordance with your privacy settings. You represent and warrant that you have all the rights, power, and authority necessary to grant the rights granted herein to any Content that you submit.

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Products, and we do not take responsibility for such Content. Any use or reliance on any Content or materials posted via the Products or obtained by you through the Products is at your own risk.

Further, in connection with Content you submit, post, or display on or through the Products, you affirm, represent, and warrant the following:

- (a) you have the written consent of each and every natural person who is identifiable in the Content, if any, to use such person's name or likeness in the manner contemplated by any Product and these Terms, and each such person has released you from any liability that may arise in relation to such use.
- (b) you have obtained and are solely responsible for obtaining all consents as may be required by law to post any Content relating to third parties.
- (c) your Content and PowerTrain's use thereof, as contemplated by these Terms and any Product, will not violate any law or infringe any rights of any third party, including but not limited to any intellectual property rights and privacy rights.
- (d) PowerTrain may exercise the rights to your Content granted under these Terms without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement, licensing arrangement, or otherwise.

PowerTrain respects the intellectual property rights of others and expects Users of the Products to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information:

- (a) physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- (b) identification of the copyrighted work claimed to have been infringed;
- (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- (d) your contact information, including your address, telephone number, and an email address;
- (e) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. Our designated copyright agent for notice of alleged copyright infringement appearing on the Products is:

PowerTrain, Inc.
8201 Corporate Drive, Suite 500

4. Your License to Use the Products

A. Term License

PowerTrain gives you a personal, worldwide, royalty-free, non-assignable, and non-exclusive term license to use the Products, subject to these Terms and Conditions, subject to any agreement entered into by your organization relating to the Products, solely for the intended use of the Products, and not for competitive intelligence, analysis, or demonstrations. You may not copy, modify, distribute, sell, or lease any part of our Products, nor may you reverse engineer or attempt to extract the source code of any Product, unless laws prohibit those restrictions or you have our written permission.

B. Acceptable Use

When using the Products, you must not:

- (a) circumvent, disable or otherwise interfere with any security-related features of the Products or features that prevent or restrict use or copying of the content accessible via the Products.
- (b) create more than one account for use with a particular Product (however, you may connect all your social networks or other Product accounts, in each case that we support, to your account for use with such Product).
- (c) give any false or misleading information or permit another person to use a Product under your name or on your behalf.
- (d) impersonate any person, misrepresent your identity or affiliation with any person, or give the impression they are linked to PowerTrain, if this is not the case.
- (e) use a Product if we have suspended or banned you from using it.
- (f) send junk, spam, repetitive messages, unsolicited advertising or marketing email, call, or text messages, or engage in any activities that violate anti-spamming laws and regulations, including but not limited to, the CAN-SPAM Act or 2003, the Telephone Consumer Protection Act, or other Federal, State, or local laws relating to emails, calls, or text messages.
- (g) advocate, promote, or engage in any illegal or unlawful conduct or conduct that causes damage or injury to any person or property.
- (h) modify, interfere with, intercept, disrupt, or hack any Product or collect any data from a Product other than in accordance with these Terms of Use.
- (i) misuse the Products by knowingly introducing viruses, Trojans, worms, logic bombs, or other material which would harm the Products or any User of the Products' equipment.
- (j) submit or contribute any Content that contains nudity or violence or is abusive, threatening, obscene, misleading, untrue, or offensive (in each case, unless such Content is submitted or contributed for a meaningful purpose, such as, for example, historical materials contributed via a Product for class discussion).
- (k) submit or contribute any Content without the permission of the content owner or otherwise infringe the copyright, trademark, privacy, publicity, or other rights of third parties.
- (l) use any Content in violation of any licensing terms specified by the owner.
- (m) submit or contribute any information or commentary about another person without that person's permission.
- (n) threaten, abuse, or invade another's privacy, or cause annoyance, inconvenience, or needless anxiety, or take any action that is likely to harass, upset, embarrass, alarm or, annoy any other person.
- (o) configure an automated system, including, without limitation, "robots," "spiders," or "offline readers," to access a Product in a manner that sends more request messages to the Product than a human can reasonably produce in the same period of time.

Failure to comply with these rules of acceptable use constitutes a serious breach of these Terms of Use, and may result in our taking all or any of the following actions (with or without notice):

- (a) immediate, temporary, or permanent withdrawal of your right to use our Products.
- (b) immediate, temporary, or permanent removal of any Content.
- (c) issuing of a warning to you.
- (d) legal action against you, including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- (e) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

The responses described in this Section are not limited, and we may take any other action we reasonably deem appropriate.

C. Changes to the Products

We may, without prior notice, change any Product, stop providing any Product or features of any Product to you or to Users generally, or create usage limits for any Product. We may permanently or temporarily terminate or suspend your access to any Product without notice or liability for any reason, including if in our sole determination you violate any provision of these Terms, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms.

5. Warranty

The software is delivered to operate on the current systems at the time of delivery. As new operating systems, browsers, devices, and security settings are released, there is no guarantee that the software will operate on the updated infrastructure. PowerTrain will address reported issues to determine the work-around approaches or configuration changes to resolve problems limited to the active period of performance.

6. PowerTrain Rights

The Products are always evolving, and the form, nature, and/or functionality of the Products may change from time to time without prior notice to you. In addition, PowerTrain may stop (permanently or temporarily) providing the Products (or any features within the Products) to you or to Users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time, without prior notice to you.

All right, title, and interest in and to the Products (excluding Content provided by Users or other third parties) are and will remain the exclusive property of PowerTrain and its licensors. The Products are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the PowerTrain name or any of the PowerTrain trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding PowerTrain or the Products is entirely voluntary, and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.

7. Registration Obligations & Passwords

You may never use another User's account without permission from PowerTrain. In consideration of your use of the Products, you agree (a) that Your Information will be true, accurate, current, and complete and

(b) to maintain and promptly update Your Information to keep it true, accurate, current, and complete. You are responsible for safeguarding any password that you use to access the Products (including passwords used on other PowerTrain products that permit single sign-on to the Products) and for any activities or actions under your password. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols, and have at least eight [8] characters) with your account. You agree to (a) notify PowerTrain of any unauthorized use of your password or User identification and any other breach of security and (b) ensure that you exit from your account at the end of each session.

8. Export controls

As required by the laws of the United States and other countries:

- (a) you understand that the Products are subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR").
 - (b) you are not located in a prohibited destination country under the EAR or U.S. sanctions regulations.
 - (c) you will not export, re-export, or transfer the Products to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorization(s).
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9. Termination

We may suspend or terminate your accounts or cease providing you with all or part of the Products at any time for any reason, including, but not limited to, if we reasonably believe: (a) you have violated these Terms, (b) you create risk or possible legal exposure for us, or (c) our provision of the Products is no longer commercially viable. In such a termination event, the license granted hereunder shall automatically terminate. In all such cases, these Terms shall terminate, including, without limitation, your license to use the Products, except that the following Sections shall continue to apply: 2, 3, 5, 6, 8, 10, and 11.

Further, if you stop using the Products for more than 60 days, your accounts may be deleted, and PowerTrain assumes no responsibility for Content deleted following inactivity. If you wish to delete your PowerTrain Product account(s) in their entirety(ies), you may contact us via Info@PowerTrain.com and specify which PowerTrain Product account(s) you wish to delete. We will delete your specified accounts within a reasonable time, unless prohibited by law.

Nothing in this Section shall affect PowerTrain's rights to change, limit, or stop the provision of the Products without prior notice, as provided elsewhere in these Terms.

10. Disclaimers & Limitations of Liability

Please read this Section carefully since it limits the liability of PowerTrain and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and/or licensors (collectively, the “**PowerTrain Entities**”). Each of the Subsections below only applies up to the maximum extent permitted under applicable law. Nothing in this Section is intended to limit any rights you may have which may not be lawfully limited.

A. Products Available “AS-IS”

Your access to and use of the Products or any Content are at your own risk. You understand and agree that the Products are provided to you on an “AS-IS” and “AS-AVAILABLE” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE POWERTRAIN ENTITIES DISCLAIM CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. No advice or information, whether oral or written, obtained from any of the PowerTrain Entities or through the Products, will create any warranty not expressly made herein.

B. HIPAA Disclaimer

PowerTrain does not warrant or provide any assurances that your use of the Products will comply with the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”). If you are a health care provider, health plan, insurer, health care information clearinghouse, or other entity that may be considered a “covered entity” under HIPAA or a “business associate” of a “covered entity” under HIPAA, you shall take all steps necessary to comply with HIPAA and shall be responsible for any applicable compliance with HIPAA. You agree that you will not provide PowerTrain with any protected health information (as that term is defined under HIPAA) and that PowerTrain is therefore not deemed to be a business associate of you and/or your organization for purposes of compliance with HIPAA.

D. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE POWERTRAIN ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

- (a) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE PRODUCTS.
- (b) ANY CONDUCT OR CONTENT OF ANY USER OR OTHER THIRD PARTY ON, THROUGH, OR ASSOCIATED WITH THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES.
- (c) ANY CONTENT OBTAINED FROM THE PRODUCTS.
- (d) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE POWERTRAIN ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID POWERTRAIN, IF ANY, IN THE PAST 6 MONTHS FOR THE PRODUCTS GIVING RISE TO THE CLAIM.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE POWERTRAIN ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

FEDERAL LAW AS WELL AS SOME STATES, PROVINCES, AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. FURTHER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF

INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

E. Indemnity

You agree to defend, indemnify, and hold harmless PowerTrain and its subsidiaries, agents, licensors, managers, and other affiliated companies, as well as their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to a Product, including any data or content transmitted or received by you; (b) your violation of any provision of these Terms, including, without limitation, your breach of any of the representations and warranties above; (c) your violation of any third-party right, including, without limitation, any right of privacy or intellectual property rights; (d) your violation of any applicable law, rule, or regulation; (e) any Content that is submitted via your User Account, including, without limitation, misleading, false, or inaccurate information; (f) your willful misconduct; or (g) any other party's access and use of a Product with your unique username, password, or other appropriate security code.

11. General Terms

A. Waiver & Severability

The failure of PowerTrain to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect, except that in the event of unenforceability of the universal class action/jury trial waiver set forth in Section 11(B)(iii) below, the entire arbitration agreement shall be unenforceable.

B. Governing Law & Dispute Resolution

- (a) **Governing Law.** These Terms and any action related thereto will be governed by the laws of the State of Maryland, without regard to or application of its conflict of law provisions or your State or country of residence. All claims, legal proceedings, or litigation arising in connection with the Products will be brought solely in the Federal or State courts located in Washington, D.C., United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.
- (b) **Arbitration.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM POWERTRAIN. For any dispute with PowerTrain, you agree to first contact us at Info@PowerTrain.com and attempt to resolve the dispute with us informally. In the unlikely event that PowerTrain has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof, by binding arbitration by Judicial Arbitration and Mediation Services (JAMS) or another arbitration service, under the Optional Expedited Arbitration Procedures then in effect, except as provided herein.

The arbitration will be conducted in Washington, D.C., United States, unless you and PowerTrain agree otherwise. If you are using the Products for commercial purposes, each party will be responsible for paying any arbitration filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees, and reasonable costs for expert and other witnesses. If you are an individual using the Products for non-commercial purposes:

- (i) arbitration may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from the arbitration organization.
 - (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses.
 - (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing PowerTrain from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our Data Security, Intellectual Property Rights, or other Proprietary Rights.
- (c) Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS WHETHER THEY HAVE OBTAINED OR USED THE PRODUCTS FOR PERSONAL, COMMERCIAL, OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE (1) PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND POWERTRAIN ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND RELATING TO THE PRODUCTS OR THESE TERMS.
- (d) Limited Applicability of Arbitration and Class Action/Jury Trial Waiver. Certain laws, rules, and regulations that may apply to you may not allow you to pre-agree to binding arbitration or waive your rights to join in a representative proceeding or waive your rights to a jury trial. If such laws apply to you, the arbitration requirements set forth in subsection (ii) and/or the class action/jury trial waiver set forth in subsection (iii) do not apply to you.

C. U.S. Government Uers & U.S. Government Restricted Rights

Certain of the components that comprise the Products are "commercial items," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the Software with only those rights set forth herein.

The Products, any Mobile Software, and all upgrades to the foregoing (if any) are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

Contractor/Software Manufacturer is PowerTrain, Inc., 8201 Corporate Drive, Suite 500, Hyattsville, MD 20785. All rights not specifically granted in these Terms are reserved by PowerTrain.

D. Entire Agreement

These Terms and our Privacy Policy are the entire and exclusive agreement between PowerTrain and you regarding the Products, and these Terms supersede and replace any prior agreements between PowerTrain and you regarding the Products. Other than members of the group of companies of which PowerTrain, Inc., is the parent, no other person or company will be third party beneficiaries to the Terms.

Notwithstanding the foregoing, nothing in these Terms supersedes or limits your rights under:

- (a) the terms and conditions of any written agreement you have entered into with PowerTrain regarding the use of Products.
- (b) applicable laws or regulations, to the extent these Terms are prohibited by such laws or regulations. In the event of any conflict between these Terms and the terms and conditions of an applicable written agreement you have entered into with PowerTrain, the terms and conditions of the written agreement shall control.

We may revise these Terms from time to time. The most current version will always be available at <https://www.PowerTrain.com/>. If the revision, in our sole discretion, is material, we will notify you through the Products or through the email associated with your profile. By continuing to access or use the Products after those revisions become effective, you agree to be bound by the revised Terms.

These Products are developed and provided by PowerTrain.

PowerTrain, Inc.
8201 Corporate Drive, Suite 500
Landover, MD 20785

If you have any questions about these Terms, please email: Info@PowerTrain.com

Effective: 31 May 2022

PowerTrain Privacy Policy Addendum

If you use and store data on our software, the information collected can be used for statistical analysis and technical improvements to the software. This computer system will use software programs to create summary statistics, which may be used for such purposes as assessing what information is of most and least interest, determining technical design specifications, and identifying system performance or problem areas. **We do not share this information outside of PowerTrain.** PowerTrain does not collect, use, or sell information for commercial marketing.

When required by law or security-related necessity, we may take additional steps based on collected information, and we may be legally required to provide this information to a Government agency.

Part Number	Product Name	Product Description	GSA Price
LMSx-IMP-001	LMS-Express Implementation	Priced per LMS-Express implementation. LMS Express implementation including logo upload and site branding, URL, user profile set up, course metadata set up, configuring up to 10 courses (existing SCORM packages), validation, and testing.	\$ 24,000.30
LMSx-UL-001	LMS-Express (NIST 800 controls) first 500 users	Priced per installation. LMS-Express one year user license following NIST 800-53 controls without Federal Security Certification for up to 500 users; including end-user, self-service ticketing, and email support. Requires LMSx-IMP-001.	\$ 9,068.01
LMSx-UL-002	LMS-Express (NIST 800 controls) up to 999 users	Priced per user. LMS-Express one year user license following NIST 800-53 controls without Federal Security Certification for 501 to 1,000 users; including end-user, self-service ticketing, and email support. Requires LMSx-IMP-001.	\$ 17.23
LMSx-ULF-000	LMS-Express (NIST 800 controls + FedRAMP) first 500 users	Priced per user. LMS-Express one year user license following NIST 800-53 controls with Federal Security Certification (includes FedRAMP authorization) for up to 500 users; including end-user, self-service ticketing, and email support. Requires LMSx-IMP-001.	\$ 26.05
LMSx-ULF-001	LMS-Express (NIST 800 controls + FedRAMP) up to 999 users	Priced per user. LMS-Express one year user license following NIST 800-53 controls with Federal Security Certification (includes FedRAMP authorization) for 501 to 1,000 users; including end-user, self-service ticketing, and email support. Requires LMSx-IMP-001.	\$ 26.05
LMSx-CSE-001	Storage Blocks	Priced per 50GB. Blocks of additional 50GB extra content storage for LMS. Price is an annual fee.	\$ 275.98
LMSx- DT-004	Additional User Blocks (1,000 users)	Priced per user. Blocks of extended registrations for 1,000 users. Requires LMSx-IMP-001 and a LMSx-ULF-xxx or LMSx-UL-xxx line item.	\$ 8.69
LMSx- DT-005	Additional User Blocks (5,000 users)	Priced per user. Blocks of extended registrations for 5,000 users. Requires LMSx-IMP-001 and a LMSx-ULF-xxx or LMSx-UL-xxx line item.	\$ 4.33
LMSx- DT-006	Additional User Blocks (10,000 users)	Priced per user. Blocks of extended registrations for 10,000 users. Requires LMSx-IMP-001 and a LMSx-ULF-xxx or LMSx-UL-xxx line item.	\$ 3.48

LMSx- DT-007	Additional User Blocks (50,000 users)	Priced per user. Blocks of extended registrations for 50,000 users. Requires LMSx-IMP-001 and a LMSx-ULF-xxx or LMSx-UL-xxx line item.	\$ 2.60
LMSx- DT-008	Additional User Blocks (100,000 users)	Priced per user. Blocks of extended registrations for 100,000 users. Requires LMSx-IMP-001 and a LMSx-ULF-xxx or LMSx-UL-xxx line item.	\$ 2.15
LMSx- DT-009	Additional User Blocks (250,000 users)	Priced per user. Blocks of extended registrations for 250,000 users. Requires LMSx-IMP-001 and a LMSx-ULF-xxx or LMSx-UL-xxx line item.	\$ 1.72
LMSx- DT-010	Additional User Blocks (500,000 users)	Priced per user. Blocks of extended registrations for 500,000 users. Requires LMSx-IMP-001 and a LMSx-ULF-xxx or LMSx-UL-xxx line item.	\$ 1.29
LMSx- DT-011	Additional User Blocks B (1,000 users)	Blocks of extended registrations for 1,000 users (good for 12 months). Requires LMSx-IMP-001 and a LMSx-ULF-xxx or LMSx-UL-xxx line item.	\$ 8,715.41
LMSx- DT-012	Additional User Blocks B (5,000 users)	Blocks of extended registrations for 5,000 users (good for 12 months). Requires LMSx-IMP-001 and a LMSx-ULF-xxx or LMSx-UL-xxx line item.	\$ 21,789.70
LMSx- DT-013	Additional User Blocks B (10,000 users)	Blocks of extended registrations for 10,000 users (good for 12 months). Requires LMSx-IMP-001 and a LMSx-ULF-xxx or LMSx-UL-xxx line item.	\$ 34,864.08
LMSx- DT-014	Additional User Blocks B (50,000 users)	Blocks of extended registrations for 50,000 users (good for 12 months). Requires LMSx-IMP-001 and a LMSx-ULF-xxx or LMSx-UL-xxx line item.	\$ 130,742.80
LMSx- DT-015	Additional User Blocks B (100,000 users)	Blocks of extended registrations for 100,000 users (good for 12 months). Requires LMSx-IMP-001 and a LMSx-ULF-xxx or LMSx-UL-xxx line item.	\$ 217,905.34
LMSx- DT-016	Additional User Blocks B (250,000 users)	Blocks of extended registrations for 250,000 users (good for 12 months). Requires LMSx-IMP-001 and a LMSx-ULF-xxx or LMSx-UL-xxx line item.	\$ 435,811.69
LMSx- DT-017	Additional User Blocks B (500,000 users)	Blocks of extended registrations for 500,000 users (good for 12 months). Requires LMSx-IMP-001 and a LMSx-ULF-xxx or LMSx-UL-xxx line item.	\$ 653,718.03
LMSx-INT-004	Enhanced self-registration	Priced per integration. Self-registration workflow and notification emails to users. Requires LMSx-IMP-001 and a LMSx-ULF-xxx or LMSx-UL-xxx line item.	\$ 8,715.31
LMSx-INT-005	EHRI data services (1-299 users)	Priced per user. Course meta data to provide course-level EHRI data and provide interface for	\$ 5.99

		generating EHRI data for submission to the U.S. Office of Personnel Management for 1-299 users. Requires LMSx-IMP-001 and a LMSx-ULF-xxx or LMSx-UL-xxx line item.	
LMSx-INT-006	EHRI data services (300-599 users)	Priced per user. Course meta data to provide course-level EHRI data and provide interface for generating EHRI data for submission to the U.S. Office of Personnel Management for 300-599 users. Requires LMSx-IMP-001 and a LMSx-ULF-xxx or LMSx-UL-xxx line item.	\$ 5.94
LMSx-INT-007	EHRI data services (600-899 users)	Priced per user. Course meta data to provide course-level EHRI data and provide interface for generating EHRI data for submission to the U.S. Office of Personnel Management for 600-899 users. Requires LMSx-IMP-001 and a LMSx-ULF-xxx or LMSx-UL-xxx line item.	\$ 5.70
LMSx-INT-008	EHRI data services (900-1,199 users)	Priced per user. Course meta data to provide course-level EHRI data and provide interface for generating EHRI data for submission to the U.S. Office of Personnel Management for 900-1,199 users. Requires LMSx-IMP-001 and a LMSx-ULF-xxx or LMSx-UL-xxx line item.	\$ 5.50
LMSx-INT-009	EHRI data services (1,200-1,499 users)	Priced per user. Course meta data to provide course-level EHRI data and provide interface for generating EHRI data for submission to the U.S. Office of Personnel Management for 1,200-1,499 users. Requires LMSx-IMP-001 and a LMSx-ULF-xxx or LMSx-UL-xxx line item.	\$ 5.31
LMSx-INT-010	EHRI data services (1,500-1,999 users)	Priced per user. Course meta data to provide course-level EHRI data and provide interface for generating EHRI data for submission to the U.S. Office of Personnel Management for 1,500-1,999 users. Requires LMSx-IMP-001 and a LMSx-ULF-xxx or LMSx-UL-xxx line item.	\$ 5.12
LMSx- DT-009	SCORM Course Customization	Priced per SCORM conversion. A One-time SCORM service offering the conversion of courses into SCORM-compliant packages.	\$ 1,935.94
LmsX-INT-006	Analytics Pack	Analytics Pack: Custom reports, dashboards, course management, and user management. Priced as a percentage of the annual GSA Software fees	20%

<p>SCRMx-PL-010</p>	<p>Personalized SCORM Course License</p>	<p>Custom SCORM Course Personalization product license. Complete, personalized, existing one-hour (up to 50 screens). Section 508 compliant web-based training package with knowledge check ready to run on agency LMS. Personalization includes updated agency references to the name of the client agency, branded custom SCORM course with client agency seal/brand, and updated resource contact information (contact emails, offices, and phone numbers to the client agency), but not updating content, buttons, graphics, animation, or programming. The course is provided as a SCORM 1.2 or SCORM 2004 package with a manifest ready to load and deliver the course on an agency LMS that accepts SCORM version courses. Final Course delivery includes:</p> <ul style="list-style-type: none"> • SCORM 1.2 package with manifest and API to communicate with LMS and all required files for course delivery from an LMS that accepts SCORM version 1.2 courses • Source code to enable the agency to maintain and update the course in the future • PowerTrain End User License Agreement for the perpetual license • Section 508 compliant verification on the VPAT form <p>Priced per SCORM course license</p>	<p>\$ 9,922.36</p>
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SIN	Labor Category	1/18/23- 1/17/24	1/18/24- 1/17/25	1/18/25- 1/17/26	1/18/26- 1/17/27	1/18/27- 1/17/28
611430	Creative Designer 1	\$75.35	\$77.60	\$79.93	\$82.33	\$84.80
611430	Creative Designer 2	\$110.83	\$114.16	\$117.58	\$121.11	\$124.75
611430	Creative Designer 3	\$168.70	\$173.75	\$178.96	\$184.33	\$189.86
611430	Creative Strategist	\$243.31	\$250.61	\$258.13	\$265.87	\$273.85
611430	Instructional Designer Jr	\$108.81	\$112.07	\$115.44	\$118.90	\$122.47
611430	Instructional Designer 1	\$137.88	\$142.03	\$146.29	\$150.68	\$155.20
611430	Instructional Designer 2	\$158.56	\$163.31	\$168.21	\$173.26	\$178.46
611430	Instructional Designer 3	\$182.34	\$187.81	\$193.44	\$199.24	\$205.22
611430	Instructor/Facilitator	\$135.18	\$139.24	\$143.43	\$147.73	\$152.16
611430	Learning Strategist	\$272.59	\$280.78	\$289.20	\$297.87	\$306.81
54151S	Advanced Technical Support Specialist	\$136.53	\$140.63	\$144.86	\$149.20	\$153.67
54151S	Application Systems Analyst Jr	\$74.34	\$76.56	\$78.86	\$81.23	\$83.67
54151S	Application Systems Analyst sr	\$184.53	\$190.07	\$195.77	\$201.64	\$207.69
54151S	Help Desk Specialist 1	\$62.19	\$64.05	\$65.97	\$67.95	\$69.98
54151S	Help Desk Specialist 2	\$113.85	\$117.27	\$120.79	\$124.41	\$128.14
54151S	Help Desk Specialist 3	\$126.94	\$130.75	\$134.67	\$138.71	\$142.87
54151S	Network Engineer Jr	\$94.61	\$97.45	\$100.37	\$103.39	\$106.49

SIN	Labor Category	1/18/23- 1/17/24	1/18/24- 1/17/25	1/18/25- 1/17/26	1/18/26- 1/17/27	1/18/27- 1/17/28
54151S	Network Engineer sr	\$141.92	\$146.19	\$150.57	\$155.08	\$159.74
54151S	Programmer 1	\$95.11	\$97.96	\$100.91	\$103.93	\$107.04
54151S	Programmer 2	\$139.02	\$143.19	\$147.49	\$151.91	\$156.46
54151S	Programmer 3	\$172.21	\$177.38	\$182.70	\$188.18	\$193.82
54151S	System Architect	\$258.15	\$265.89	\$273.87	\$282.09	\$290.55
54151S	Systems Analyst 1	\$178.61	\$183.97	\$189.49	\$195.17	\$201.03
54151S	Systems Analyst 2	\$204.46	\$210.60	\$216.92	\$223.43	\$230.13
54151S	Systems Analyst 3	\$265.80	\$273.77	\$281.98	\$290.45	\$299.16
54151S	Technology Strategist 1	\$164.11	\$169.04	\$174.11	\$179.32	\$184.71
54151S	Technology Strategist 2	\$243.31	\$250.61	\$258.13	\$265.87	\$273.85
54151S	Technology Strategist 3	\$304.15	\$313.28	\$322.68	\$332.36	\$342.34
54151S	User Experience Specialist 1	\$126.37	\$130.16	\$134.07	\$138.09	\$142.23
54151S	User Experience Specialist 2	\$162.20	\$167.06	\$172.07	\$177.23	\$182.55
611430TD	HR Specialist 1	\$88.54	\$91.20	\$93.94	\$96.77	\$99.67
611430TD	HR Specialist 2	\$108.81	\$112.07	\$115.44	\$118.90	\$122.47
611430TD	Performance Consultant	\$104.07	\$107.19	\$110.41	\$113.72	\$117.14
611430TD	Performance Consultant 1	\$141.25	\$145.49	\$149.85	\$154.35	\$158.98
611430TD	Performance Consultant 2	\$187.22	\$192.84	\$198.62	\$204.57	\$210.71

SIN	Labor Category	1/18/23- 1/17/24	1/18/24- 1/17/25	1/18/25- 1/17/26	1/18/26- 1/17/27	1/18/27- 1/17/28
611430TD	Performance Consultant 3	\$228.73	\$235.59	\$242.65	\$249.92	\$257.42
611430TD	Performance Strategist	\$287.31	\$295.93	\$304.81	\$313.95	\$323.38
611430TD, 54151S, 611430	Associate Analyst 1	\$59.04	\$60.82	\$62.64	\$64.52	\$66.46
611430TD, 54151S, 611430	Associate Analyst 2	\$88.54	\$91.20	\$93.94	\$96.77	\$99.67
611430TD, 54151S, 611430	Data Scientist/Informaticist 1	\$89.21	\$91.89	\$94.65	\$97.49	\$100.41
611430TD, 54151S, 611430	Data Scientist/Informaticist 2	\$148.66	\$153.13	\$157.72	\$162.46	\$167.34
611430TD, 54151S, 611430	Data Scientist/Informaticist 3	\$193.96	\$199.79	\$205.78	\$211.96	\$218.32
611430TD, 54151S, 611430	Project Manager 1	\$155.45	\$160.11	\$164.92	\$169.86	\$174.96
611430TD, 54151S, 611430	Project Manager 2	\$179.77	\$185.16	\$190.71	\$196.43	\$202.33
611430TD, 54151S, 611430	Program Manager 3	\$217.53	\$224.06	\$230.78	\$237.70	\$244.84
611430TD, 54151S, 611430	Technical Writer/Editor	\$83.81	\$86.33	\$88.92	\$91.59	\$94.34
611430TD, 54151S, 611430	Technical Writer/Editor	\$117.52	\$121.05	\$124.68	\$128.41	\$132.26

Labor Category	Functional Responsibility	Minimum Education	Minimum Experience
Creative Designer 1	Assists in the preparation of presentation graphics and supports the development of contract deliverables and reports by developing and updating graphic presentations to improve the quality and enhance the usability of these documents. Verifies data entered where applicable. Performs data entry via a computer, data terminal, or typewriter. Maintains personnel and other files; prepares correspondence, schedules, and coordinates travel. Provides programming and multimedia support for training projects, including authoring content in various authoring languages.	High School	0
Creative Designer 2	Works with a more senior visual designer to review graphic requests to determine scope of requirements, consults with and advises requester regarding the most appropriate and economical means of effective request. Designs templates for use by word processing and graphics staff to produce documents (e.g., interfaces, proposals). May use software packages such as Adobe Photoshop, and Illustrator in support of this work. Uses software tools to develop in Lectora, Articulate, Breeze, In Design, Captivate, Camtasia, Rise to create interactive, online content for e-learning courses.	Associates	3
Creative Designer 3	Designs and produces graphics in support of training development projects. Provides technical knowledge and expertise on computer graphics, digital photography, videography, Flash animations, etc.	Bachelors	10
Creative Strategist	Provides subject matter expertise to support all types of training development projects, including systems design, selection, development, integration, and support. Defines overall creative approach for an engagement. Facilitates sessions to uncover communications and learning objectives and to identify specific creative goals. Establishes overall style, creative treatment, methods, tools, branding elements and overall direction. Defines resources and skills required to execute on agreed upon plan. Specialist in creative concept development, interface design, and technology strategies. Works with client to determine program objectives and functional requirements. Recommends creative approaches to achieve program goals within limitations of budgets, schedules, and technical specifications.	Masters/Bachelors	5
Instructional Designer Jr	Conducts training analysis, designs, and develops training curricula, designs, and develop multimedia/web storyboards and training, and measures and evaluates effectiveness of training with supervision. Assists in the development of web-based and classroom training products. Specializes in the conversion of existing course content to new delivery formats. Applies principles of ISD to all efforts. Part of an interactive instructional design team to analyze client/target audience needs to create appropriate learning programs and course content. Analyzes job performance gaps and training needs;	High School	1

	<p>ensures integrity of learning solutions. Writes/edits to capitalize on visualization and promote learning; produces documentation and publications. Proofreads/edits own work and work of others to improve quality, readability, consistency, and effectiveness of documentation. Conducts/manages quality review of all deliverables, ensures issues are identified and resolved in a timely manner. Uses client and internal standards for development, editing, and quality assurance activities. Designs/develops assessments to measure progress and training effectiveness. Applies instructional systems. Drives the training realization process by qualifying and defining courses, programs, and curricula to meet client needs. Serves as advisor on product implementation, enhancement, integration, or audit with a focus on analysis of client business goals, objectives, training and development needs, and general business environment. Determines the nature of complex or undefined problems and independently adapts and customizes the best solution from multiple alternatives. Leads others to solve complex problems.</p>		
Instructional Designer 1	<p>Leads the design of custom, innovative training concepts and approaches to meet training requirements. Directs the work of junior instructors and works closely with clients and project editors and illustrators. Provides consistent and uniform written descriptions of solution components and reports in accordance with established documentation procedures. Continually monitors system changes to ascertain the effects on system documentation. Participates in the development of documentation standards. (Develops, writes, edits, and oversees production of classroom training and e-Learning (Synchronous and Asynchronous), performance enhancement, operational, procedural, tools, and user manuals in coordination with project staff. Prepares technical publications and documentation. Gathers technical information, prepares written text and coordinates layout and manual organization. Writes individualized copy of analytical, interpretive, documentary or promotional literature. Ensures comprehensiveness and correct grammar usage.)</p>	Bachelors	5
Instructional Designer 2	<p>Conducts training analysis, designs, and develops training curricula, designs, and develop multimedia/web story boards and training, and measures and evaluates effectiveness of training. (Expert in all aspects of the Instructional Systems Design process, including Needs Assessment, Task Analysis, Curriculum Design, Course Development, Classroom Instruction, and Training Evaluation. Part of an interactive instructional design team to analyze client/target audience needs to create appropriate learning programs and course content. Analyzes job performance gaps and training needs; ensures integrity of learning solutions. Writes/edits to capitalize on visualization and promote learning; produces documentation and publications. Proofreads/edits own work and work of others to improve quality, readability,</p>	Masters/Bachelors	2

	<p>consistency, and effectiveness of documentation. Conducts/manages quality review of all deliverables, ensures issues are identified and resolved in a timely manner. Uses client and internal standards for development, editing, and quality assurance activities. Designs/develops assessments to measure progress and training effectiveness. Applies instructional systems at a high level. Drives the training realization process by qualifying and defining courses, programs, and curricula to meet client needs. Serves as leader on product implementation, enhancement, integration, or audit with a focus on analysis of client business goals, objectives, training and development needs, and general business environment. Drives the development of innovative new concepts, services, technologies or products to address current and future organizational and customer requirements.)</p>		
Instructional Designer 3	<p>Conducts training analysis, designs, and develops training curricula, designs, and develop multimedia/web storyboards and training, and measures and evaluates effectiveness of training (Provides subject matter expertise relating to instructor-led training, web-based training, education courses, course development and test administration, learning management, and internships. Leads the design of custom, innovative training concepts and approaches to meet training requirements. Directs the work of designers and instructors and works closely with clients and project editors and creatives.)</p>	Masters/Bachelors	8
Instructor/Facilitator	<p>Provides subject matter expertise relating to instructor-led training, web-based training, education courses, course development and test administration, learning management, and internships.</p>	Bachelors	6
Learning Strategist	<p>This position is responsible for planning and delivering the relevant set of services. In this role, this person understands the customer requirements, translates those requirements into plans for performing services, supervises the performance of services, performs services, provides advice and counsel, and provides quality control and oversight. Under circumstances in which the project allows (such as the services being relatively straightforward), this position may delegate a portion of this role to the Senior Consultant, while retaining overall responsibility for the services being provided. Provides technical leadership in learning and development methodologies. Develops solutions to complex methodological problems. Expertise makes this individual a peer of leading practitioners of his/her discipline within the company. Contributes or provides quality oversight for major technical sections of client deliverables.</p>	Masters	10
Advanced Technical Support Specialist	<p>Gathers customer specifications and requirements definitions. Performs system and application analysis, design and administration. Provides timely technical support. Recommends modifications or enhancements to systems, courses for functionality, or application software.</p>	Bachelors	3

	Verifies functionality of solutions with internet web sites. Teaches customers about systems and products.		
Application Systems Analyst Jr	Provides technical guidance for directing and monitoring information systems operations. Implements machine modifications to increase the capacity of the system. Directs compilation of records and reports concerning production, machine malfunctioning and maintenance.	Bachelors	3
Application Systems Analyst Sr	The Technical Solutions Support 2 provides IT knowledge in business process and system analysis, design, improvement, and implementation efforts or in translating business process needs into technical requirements. The individual uses available computer systems resources and personnel to carry out analysis to support management's goal for performance improvement to determine the most useful business solution.	Bachelors	5
Help Desk Specialist 1	Provides end user support; resolves COTS and custom software, hardware, and network problems; operates and maintains a call tracking system; develops and publishes trend analyses.	High School	1
Help Desk Specialist 2	Provide daily supervision and direction to staff who are responsible for phone and in-person support to users in the areas of e-mail, directories, computer operating systems, desktop applications for all types of computer systems, and applications developed or deployed under this contract. Serve as the first point of contact for troubleshooting hardware/software, all types of computer systems (PC and Mac), and printer problems.	Bachelors	3
Help Desk Specialist 3	Defines and maintains organizational structure, roles and responsibilities or staffing for the Help Desk Team. The Help Desk Manager may perform the following: • Manage the entire service unit or a sub-segment of the Help desk (Solution Center) according to the agreed-upon Service Level Agreements and Operational Level Agreements • Support audit activities and take steps to ensure all gaps are addressed in a timely manner • Ensure that all targets are being achieved on all tickets. Provide periodic status reports/communications to stakeholders on major incidents, other priority incidents and issues • Provide weekly communication to management on issues, risks, accomplishments, or SLA breaches. • Communicate status updates to executive leadership • Plan for and manage demand fulfillment based on priority • Explain team member roles and expectations, and gain timely feedback • Identify and implement best practices, continuous improvements. Level 3 is competent in subject matter and concepts and may lead individuals assisting in the work.	Bachelors	6
Network Engineer Jr	Provides general network design and support services. Designs, evaluates, formulates the acquisition of, installs, and provides overall support for LANs and WANs. Designs, tests and implements interface programs, develops security procedures, and regulates usage. Designs, tests, and implements LAN and WAN network applications and troubleshoots problem areas. Coordinates network policy, procedures, and standards. Assists training of users.	Bachelors	2

Network Engineer Sr	Provides complex network design and support services. Designs, evaluates, formulates the acquisition of, installs, and provides overall support for Local Area Networks (LANs) and Wide Area Networks (WANs). Performs project planning, cost analysis, and all aspects of large-scale projects. Designs, tests, and implements large-scale LAN and WAN networks.	Bachelors	6
Programmer 1	Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time, and form of desired results. Designs, codes, tests, debugs, and documents.	Bachelors	4
Programmer 2	Uses software tools such as Java, C#, Visual Basic, PHP and other similar programming languages to execute development determined by the system Architect. May or may not set the technical direction for projects. May direct the junior technical staff.	Bachelors	6
Programmer 3	Analyze science, engineering, business, and other data processing problems to develop and implement and improve computer systems. Analyze user requirements, procedures, and problems to automate or improve existing systems and review computer system capabilities, workflow, and scheduling limitations. May analyze or recommend commercially available software. May supervise others.	Bachelors	10
System Architect	Provides thought leadership related to current and future complex customer plans with regard to the stated information technology and organizational requirements. Possesses advanced knowledge of the future direction and trends associated with information technology. Designs and implements complex information architecture solutions for information technology. Designs architecture to include the software, hardware, and communications to support the total unit or enterprise requirements as well as provide for present and future cross-functional requirements and interfaces.	Bachelors	10
Systems Analyst 1	Oversees the implementation of required hardware and software components for approved applications, coordinates tests of the application system to provide proper performance, or develops diagrams and flow charts for computer programmers to follow. Reviews, analyzes, and modifies programming systems, including encoding, debugging, and installing to support an organization's application systems, including Linux back end programming; patch updates; and modifying or coding system backends (where hosted). Develops application specifications, identifies the required inputs, and formats the output to meet users' needs.	Bachelors	4
Systems Analyst 2	Administer, test, and implement computer databases, applying knowledge of database management systems. Coordinate changes to computer databases. May plan, coordinate, and implement security measures to safeguard computer databases. May supervise others.	Bachelors	10
Systems Analyst 3	Must possess at least 4 years of managerial/ supervisory experience. Recognized national or industry expert in field of expertise. Provides high-level analysis, technical	Masters	20

	direction, and advice on highly complex tasks. Ensures completion of programs and projects within estimated time and budget constraints. Independently perform a variety of tasks where subject matter expertise is required. Tasks may include, but are not limited to, analysis, planning, research, studies, testing, training, scheduling, documenting, evaluating, and reporting in support of a variety of engineering, financial, logistics, acquisition, program, project, and business management goals and objectives		
Technology Strategist 1	Works with the project team or client on the application, impact, risks, or benefits of technologies. Works directly with technologies, tools, and systems to solve complex problems or achieve client goals.	Bachelors	5
Technology Strategist 2	Works with stakeholders, both leadership and subject matter experts, to build a holistic view of the organization's strategy, processes, information, and information technology assets to keep the business and IT in alignment. Links the business mission, strategy, and processes of an organization to its IT strategy, and documents this using multiple architectural models or views that show how the current and future needs of an organization will be met in an efficient, sustainable, agile, and adaptable manner. Oversees 'technology aspects of' requirements analysis and problem definition for systems. Analyzes the technology requirements defined in the needs analysis. Determines the overall technology strategy for large scale programs including the use and selection of technology, resources required to execute, and methods and measure of evaluation. Provides oversight and direction for technology and software development team. Recommends program changes based on evaluation and outcomes.	Bachelors	8
Technology Strategist 3	Provides in-depth knowledge of a specific technical area, tools, or trends. Provides business, technical, data, or enterprise architecture consulting and implementation. Advises the project team or client on the application, impact, risks, or benefits of technologies. Works directly with technologies, tools, or systems to solve complex problems or achieve client goals. Oversees 'technology aspects of' requirements analysis and problem definition for systems. Analyzes the technology requirements defined in the needs analysis. Determines the overall technology strategy for large scale programs including the use and selection of technology, resources required to execute, and methods and measure of evaluation. Provides oversight and direction for technology and software development team. Recommends program changes based on evaluation and outcomes.	Bachelors	12
User Experience Specialist 1	Evaluates products to provide meaningful and relevant experiences to all users and provide accessibility to users with disabilities (Section 508 Compliance). Involved in the design of the entire process of building or acquiring and integrating the product, including aspects of branding, design, usability and function. Plans, implements, or supports system functionality and user tests and conducts	Bachelors	3

	human factors assessments. Researches, plans, prototypes, or designs system interfaces and other human-technology interactions in alpha and beta system versions. Supports workshops, user studies, or focus groups. Drafts, develops, and reviews associated designs, reports, and studies.		
User Experience Specialist 2	Responsible for defining and creating site structure, interaction flows, page wireframes and interface requirements.	Bachelors	6
HR Specialist 1	Provides technical assistance and/or support to HR or other administrative professionals in one or more functional areas of human resources. May provide intake support such as logging requests and searching files for existing relevant materials, developing /updating related documents. Maintains files and assists consultants in the performance of their duties. Provides employee services across all disciplines and organization. May assist, provide advice and assistance in the areas of complex conduct and discipline issues; employee relations programs, functions, and in-house training; ensures work performance conforms to established policies. Provides information to employees regarding government/agency rules, regulation, and procedures. Prepares reports; gathers information; provides trends analysis; monitors compliance. Maintains and updates personnel benefits records.	Associates	1
HR Specialist 2	Provides employee services across all disciplines and organization. Provides advice and assistance in the areas of complex conduct and discipline issues; administers employee relations programs, functions, and in-house training; ensures work performance conforms to established policies. Investigates problems, including disciplinary actions and working conditions; provides guidance and recommendations for problem resolution. Assists employees and management in resolution of work-related conflicts; provides recommendations for solutions. Provides information to employees regarding government/agency rules, regulation, and procedures. Prepares reports; gathers information; provides trends analysis; monitors compliance. Maintains and updates personnel benefits records.	Bachelors	3
Performance Consultant	Provides assistance on completing work plan activities, analyzes relevant data and information, and institutes and supports business solutions. Participates in organizational assessments and performance measures. Provides process improvement diagnoses, process modeling and documentation, benchmarking activities, and management analysis activities. Serves as a key analytical resource. Assumes responsibility for conducting relevant research, distilling data, and creating reports. Actively engages consulting tools and methodologies to meet project objectives and complete program and organizational management activities. Maintains responsibility for quality assurance practices.	Bachelors	0
Performance Consultant 1	Provides analytical and program support, and is focused on high performance work. In Consulting Services, this	Bachelors	1

	<p>position completes assigned engagement tasks within the project scope and budget, while meeting deliverable requirements. Serves as a key analytical resource on engagement team. Assumes responsibility for conducting relevant research, distilling data, and creating reports. Actively engages consulting tools and methodologies to meet project objectives and complete program management activities. Maintains responsibility for quality assurance practices and fostering completion and accuracy of system documentation. A Consultant II may also participate in organizational assessments, and performance measures and indicators</p>		
Performance Consultant 2	<p>Provides senior-level analytical and program support, and is focused on providing high performance work. A Senior Consultant II contributes to engagement work plan development and often leads assigned engagement tasks to completion within scope and budget. Serves as a senior-level analytical correspondent within engagement team. Assumes responsibility for contributing to work plan development, reaching engagement milestones, and often leading specific project tasks. Applies business modeling, process modeling, and business design techniques. Conducts analysis of appropriate consulting tools to satisfy program requirements, and creates project deliverables.</p>	Bachelors	3
Performance Consultant 3	<p>Provides senior-level analytical and program support, and is focused on providing high performance work. A Senior Consultant III contributes to engagement work plan development and often leads assigned engagement tasks to completion within scope and budget. Serves as a senior-level analytical correspondent within engagement team. Assumes responsibility for contributing to work plan development, reaching engagement milestones, and often leading specific project tasks. Applies business modeling, process modeling, and business design techniques. Conducts analysis of appropriate consulting tools to satisfy program requirements, and creates project deliverables. Formulates diagnoses through financial or statistical modeling, assesses appropriate alternatives, and offers conclusions to Project Manager. This position performs analyses and makes diagnoses, as well as defines symptoms and problems, and develops conclusions. A Senior Consultant III also participates in organizational assessments, and leads performance measures and indicators analysis.</p>	Bachelors	4
Performance Strategist	<p>Leads program management and strategy efforts in planning and organizing appropriate key resources to support and complete management, organizational and consultation services. Is the senior level manager for the coordination of consulting efforts with federal agency or private sector senior executive or senior management team.</p>	Masters	15
Associate Analyst 1	<p>Supports managers and other team members in developing work products, including incorporating basic graphics and text in standard word processing software and creating Excel sheets.</p>	High School	2

Associate Analyst 2	Provides advanced project office support. Plans and organizes administrative operations, assists with program planning and development. Creates and manages documentation in electronic and hard copy formats. Prepares required reports; arranges travel for staff; assembles material for meetings; orders supply, develops spreadsheets and reports to track budgets, expenditures. Provides formatting and editing for reports, proposals, and presentations. Maintains departmental calendar, schedules meetings and training and administrative duties.	Bachelors	1
Data Scientist/Informaticist 1	Provides analytical support and research. Collects and distills data. Assumes responsibility for analyzing and documenting data, conducting research, and integrating business solutions. Performs financial and data modeling, evaluates current processes, and prepares appropriate documentation for client. Maintains accountability for process deliverables and business presentations to client.	High School	1
Data Scientist/Informaticist 2	Assists in the development of analytical insights and measurement reports for digital initiatives. Manage large volumes of data and assist in retrieving and appraising new data.	Bachelor	3
Data Scientist/Informaticist 3	Provides technical expertise, design, configuration, administration, and/or maintenance of databases, data warehouses, and data systems. Performs data analysis, data structure, metadata, data architecture, and/or data visualization. Supports data management and governance which may include data collection, cleaning, organization, modeling, and/or quality assurance. Participates in design and implementation of data collection methods, samples, protocols, and instruments. Performs data analysis, reporting, and development of findings.	Bachelor	6
Project Manager 1	Provides analytical support and direction in the areas of model design and quantitative analysis, and/or technical management in contract execution and task management. Responsible for developing and implementing model, program, and system specifications; and conducting advanced quantitative and systems analyses, within task and contract objectives. May modify current models, programs, or systems; may specify, develop, and implement new models, programs, or systems. Assists or manages others in developing flowcharts, creating analytical frameworks and methodologies, and developing models. Provides extensive analytical support. Assists or manages others in developing contract work plans, compiling client briefings and status reports, documenting task procedures, and completing multiple technical reports. Organizes, reviews, and edits contract deliverables. Acts as task manager, and/or acts independently to manage, initiate, implement, and complete multiple tasks simultaneously. (Plans and manages development of products across various company lines of business. Works with client to determine needs, defines project specifications, and supervises production team efforts. Assures that products are	Bachelors	7

	<p>completed on schedule, within budget, and in conformance with project specifications. Applies system development technologies to client engagement. Manages contracts and coordinates all contributing disciplines and resources in the initiation and completion of the project. Engages in such activities as: assigning tasks; establishing and maintaining task schedules; maintaining liaison between appropriate personnel and the customer to ensure effective coordination of all projects, documents, task orders, or programs efforts; prepares and adheres to project budgets and staffing plans; prepares plans, proposals and briefings.)</p>		
Project Manager 2	<p>Sets and meets realistic marketing goals and targets. Designs overall business development plan. Acts as primary quality control for projects and proposals within practice area. Supervises junior staff and identifies their professional development needs. Establishes priorities for current and proposed projects. Recruits junior staff. Prepares and administers overall budgets. Responsible for coordinating personnel allocation on various projects. Maintains ongoing contact with existing and potential clients. Focus: On projects of mid-size scope. Marketing focuses primarily on developing follow-on work and generating new business leads. (Applies system development technologies to client engagement. Manages and coordinates all contributing disciplines and resources in the completion of the project. Engages in such activities as: assigning tasks; establishing and maintaining task schedules; maintaining liaison between programs efforts; prepares and adheres to project cost and staffing plans; prepares plans, proposals, and briefings. Acts in a Senior Role over Project Manager 1.)</p>	Bachelors	12
Program Manager 3	<p>Plans, organizes and directs the activities for large, complex projects by using working knowledge of several subject matters and team members. Manages and coordinates the activities of project managers and other team members. Translates minimum/general goals and objectives received from client into work assignments; and provides guidance, expertise, and direction in various subject matters. Manages overall program comprised of several projects. Manages contract negotiations; is the company representative with customers and subcontractors. Responsible for management and administration of the contract and overall client satisfaction with delivered solutions and communications. Acts in senior role over other PMs and teams.</p>	Masters	15
Technical Writer/Editor	<p>Supports Government in editing and proofreading technical documents or sections of documents prepared by writers. Documents may include reports, newsletters, abstracts, research publications, monographs, multimedia materials, trip reports, media advisories, scripts, training materials, proposals, public relations materials, and other information. (Works under supervision of a designer or Project Manager in support of project related documentation. Writes/edits to capitalize on visualization and promote learning; produces documentation and</p>	Associates	2

	publications. Proofreads/edits own work and work of others to improve quality, readability, consistency, and effectiveness of documentation. Conducts quality review of all deliverables, ensures issues are identified and resolved in a timely manner. Uses client and internal standards for development, editing, and quality assurance activities. May suggest improvements to existing processes and solutions. Conducts Section 508 Compliance testing as a certified DHS Trusted Tester.)		
Technical Writer/Editor	Specialist in editing technical documents and conducting QC reviews of print and computer-based training materials. Serves as an editor and as an expert in grammar and punctuation to ensure quality of written products throughout the company. Writes and updates material such as reports, manuals, briefs, proposals, instruction books, catalogs, and related technical and administrative publications concerned with work methods and procedures, and installation, operation, and maintenance under the supervision of the ISD or other team. Conducts quality review of all deliverables, ensures issues are identified and resolved in a timely manner. Uses client and internal standards for development, editing, and quality assurance activities. May suggest improvements to existing processes and solutions. Conducts Section 508 Compliance testing as a certified DHS Trusted Tester.	Bachelors	1

Substitution: AS = 2 yrs. exp. BS = 4 yr exp. MS = 6 yr. exp. PHD = 10 yr exp. (or MS +4, BS + 6. AS + 2 or HS + 4 yr = BS)