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

Schedule Title: Multiple Award Schedule (MAS)

FSC Group, Part, and Section or Standard Industrial Group: PSC Code D399

Contract Number: 47QTCA18D00DA

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at www.fss.gsa.gov

Contract Period: 5/31/2018 to 5/30/2023

Contractor’s Name: Ninja Analytics, Inc.

Contractors Address: 42228 Heaters Island CT, Leesburg, VA, 20176

Contractors Phone: 571-258-6136 telephone

Contractors Fax: 571-258-0163 fax

Contractors Web Site: www.ninja-analytics.com

Contract Administrator: Karen Carver

Business Size and Status: Ninja Analytics, Inc. is a woman owned, small business.

This price list is effective through Mod PA-0009, 10/21/2021
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CUSTOMER INFORMATION:

1a. Special Item Number(s):

SIN 54151S - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES
OLM – ORDER LEVEL MATERIALS

1b. Identification of the lowest priced model: Not applicable

1c. Labor Categories: Titles, rates and descriptions are elsewhere in the Price List

2. Maximum order: $1,000,000

3. Minimum order: $100

4. Geographic coverage (delivery area): Domestic

5. Point of production (city, county, and State or foreign country): Metro Washington DC

6. Discounts: Prices shown in this pricelist are net, that is after discounts have been taken

7. Quantity Discounts: None

8. Prompt payment terms: 1.5% for payments made in 10 days, net 30 days

9. Foreign Items: Not Applicable

10a. Time of delivery: Up to 30 days ARO

10b. Expedited Delivery: Items available for expedited delivery will be negotiated at time of task order award

10c. Overnight and 2-day delivery: Overnight and 2-day deliveries are available on certain items with fee to be negotiated at time of order.

10d. Urgent Requirements: The Contractor notes the “Urgent Requirements” clause in its contract. Please contact us for details. To be determined at the task-order level

11. F.O.B. point: Destination

12a. Ordering address: 42228 Heaters Island CT, Leesburg, VA, 20176
12b. **Ordering procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. **Payment Address:** 42228 Heaters Island CT, Leesburg, VA, 20176

14. **Warranty Provision:** Standard Commercial Warranty Terms and Conditions

15. **Export packing charges:** Not applicable

16. **Terms and Conditions of Rental, Maintenance, and Repair:** Not applicable.

17. **Terms and Conditions of Installations:** Not applicable

18a. **Terms and Conditions of Repair Parts:** Not Applicable

19. **List of Service and Distribution Parts:** Not Applicable

20. **List of Participating Dealers:** Not Applicable

21. **Preventative Maintenance:** Not Applicable

22a. **Special Attributes (such as environmental):** Not Applicable

22b. **Section 508 Compliance Information:** Not Applicable

23. **Unique Entity Identifier:** N1CSHC4MLXF3

24. **Registered in SAM:** Contractor is registered and active
NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.

1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.
4. PERFORMANCE OF SERVICES

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES


7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.
An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services.

Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract.

For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.2124 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

b. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general
and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

(1) The offeror;
(2) Subcontractors; and/or
(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity’s Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Professional Services shall be in accordance with the Contractor’s customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

**EXAMPLE:** Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, and conducts feasibility studies.
## Ninja Analytics Labor Categories Rates

### Hourly Rates

<table>
<thead>
<tr>
<th>1.</th>
<th>Data Architect II</th>
<th>145.24</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Senior Data Architect/SME</td>
<td>201.98</td>
</tr>
<tr>
<td>3.</td>
<td>Systems Analyst III</td>
<td>162.62</td>
</tr>
<tr>
<td>4.</td>
<td>Systems Analyst II</td>
<td>128.06</td>
</tr>
<tr>
<td>5.</td>
<td>Systems Analyst I</td>
<td>97.53</td>
</tr>
<tr>
<td>6.</td>
<td>IT Project Manager</td>
<td>117.48</td>
</tr>
<tr>
<td>7.</td>
<td>IT Project Analyst</td>
<td>88.66</td>
</tr>
<tr>
<td>8.</td>
<td>Subject Matter Expert</td>
<td>148.87</td>
</tr>
</tbody>
</table>
Ninja Analytics Labor Category Descriptions

1. **Data Architect II**
   **Minimum Education Requirement:** BS/BA
   
   **Minimum Experience Requirement:** 4 years
   
   **Functional Requirement:** Develops customized data solutions that align to enterprise strategy and related business architecture. Data architect II will adhere to data architecture principles and plans for master data management and data governance, and create models of data that enable the implementation of the intended data architecture. Responsibilities include the analysis of client operations, applications, programming, client objectives and current systems. Data Architect may be required to understand and map business and ETL processes, diagram key data entities, and design logical, physical, and functional capabilities, taking into consideration security, recovery, and scalability requirements. A data architect may work with a larger team to ensure that projects and software releases are coordinated and delivered efficiently and on-time. Support activities may include code development and testing, responding to user questions, and assisting in the resolution of issues.

2. **Senior Data Architect/SME**
   **Minimum Education Requirement:** BS/BA
   
   **Minimum Experience Requirement:** 8 years
   
   **Functional Requirement:** Delivers technical, managerial, and administrative direction for problem definition, analysis, requirements development, and implementation for complex to extremely complex systems in the required area of expertise. The Senior Data Architect / SME may provide recommendations, and advise on organization-wide system improvements, optimization, or maintenance efforts in areas that include, but are not limited to: information systems architecture, risk management, networking, communications, operations, software, data management, software development, machine learning, modeling and simulation, and model validation. The Senior Data Architect / SME will have commensurate experience in the required area of expertise.

3. **Systems Analyst III**
   **Minimum Education Requirement:** BS/BA
   
   **Minimum Experience Requirement:** 5 years
   
   **Functional Requirement:** Develops top-level systems analysis and detailed engineering designs, including optimized solutions to complex problems. Must be experienced with all phases of complex integrated system development. Must be able to participate in developing assigned portions of system specifications, development of system and subsystem designs, system architecture development, system integration and test, and engineering
documentation. Assists in preparing reports, briefings, and presentations. Interfaces with senior customer representatives as appropriate.

4. **Systems Analyst II**
   **Minimum Education Requirement:** BS/BA
   **Minimum Experience Requirement:** 2 years
   **Functional Requirement:** Assists more senior systems analysts and data architects in the development of top-level and detailed system designs, and developing optimized solutions to complex problems. Must be experienced with all phases of complex integrated system development. Must be able to participate in developing assigned portions of system specifications, development of system and subsystem designs, system architecture development, system integration and test, and engineering documentation. Assists in preparing reports, briefings, and presentations. Interfaces with senior customer representatives as appropriate.

5. **Systems Analyst I**
   **Minimum Education Requirement:** BS/BA
   **Minimum Experience Requirement:** 1 year
   **Functional Requirement:** Candidate must be able to assist in developing assigned portions of system specifications, system designs, subsystem development, hardware/system testing, system architecture development, system integration and test, engineering performance predictions, and engineering documentation. Must be capable of researching and collecting engineering data, and assist in preparing reports, briefings and presentations.

6. **IT Project Manager**
   **Minimum Education Requirement:** BS/BA
   **Minimum Experience Requirement:** 3 years
   **Functional Requirement:** Must be capable of planning, directing, and coordinating a project including administration and program control. Must supervise technical personnel to complete tasks relating to complex integrated systems design, development or relating to complex integrated systems design, development, or modification as required by specific delivery orders. Must have thorough knowledge and experience in systems requirements definition, work planning, budget development, fiscal control, scheduling, task control, work progress assessments, contract management, subcontract/vendor management, client communications, staff recruiting/development and personnel communications.

7. **IT Project Analyst**
   **Minimum Education Requirement:** BS/BA
Minimum Experience Requirement: 1 year

Functional Requirement: Assists in planning, directing, and coordinating a project including administration and program control. Must interface with technical personnel to complete tasks relating to complex integrated systems design and development or modification as required by specific delivery orders. Will assist higher level project management in work planning, budget development, fiscal control, scheduling, task control, work progress assessments, contract management, subcontract/vendor management, client communications, staff recruiting/development and personnel communications.

8. Subject Matter Expert
Minimum Education Requirement: BS/BA

Minimum Experience Requirement: 5 years

Functional Requirement: Acknowledged at the industry level in a technical field or highly specialized data technology area and is an authority in relevant principles and practices. Applies experience, skills, and/or expert knowledge to broad, complex assignments. Generates concepts as evidenced by synthesis of new products or processes. Creates or uses powerful IT tools to develop solutions for technical, engineering, or scientific data problems. Utilizes and develops tools, techniques, processes and/or facilities such as state-of-the-art simulation environments, laboratories, and test facilities. Provides leadership and technical direction. Expert at the industry level as a major contributor to the technical planning process and for providing technical management and guidance.

Footnote:

Ninja Analytics, Inc. has a company-wide policy which allows the following substitutions of experience for education:

<table>
<thead>
<tr>
<th>Education Level</th>
<th>Experience Substitution</th>
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</thead>
<tbody>
<tr>
<td>BS/BA</td>
<td>AS/AA plus 4 years</td>
</tr>
<tr>
<td>MS/MA</td>
<td>BS/BA plus 3 years</td>
</tr>
</tbody>
</table>

This experience substitution is in addition to the minimum years of experience necessary to qualify for a labor category.
**SCLS STATEMENT**

The Service Contract Labor Standards (SCLS) are applicable to this contract and they apply to the entire MAS Schedule and all services provided. While no specific labor categories have been identified as being subject to SCLS due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29CRF 5413.300), this contract still maintains the provisions and protections for SCLS eligible labor categories. If and/or when the Contractor adds SCLS labor categories / employees to the contract through the modification process, the Contractor must inform the Contracting Officer and establish a SCLS matrix identifying the GSA labor category titles, the occupational code, SCLS labor category titles and applicable wage determination (WD) number. Failure to do so may result in cancellation of the contract.