



Volume I

Stealth Solutions, Inc.
Response
to
The Office of the Comptroller of the Currency (OCC)
Enterprise Business Automation and Content Management Services
(EBACMS)
SOLICITATION No: 2031JW24Q00021
February 9, 2024

Submitted By:
Stealth Solutions, Inc.
SBA Certified 8(a) Program Participant
SAM UEI: RCMZNAHAZ7D9
GSA MAS Contract: 47QTCA22D0053
46191 Westlake Dr. #112
Sterling, VA 20165
Rahul Sundrani
Rahul.Sundrani@Stealth-US.com
571-230-5642





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1 Cover Letter

Stealth Solutions, Inc. (Stealth) is a Virginia-based SBA certified 8a small business incorporated in 2014.

Stealth is pleased to introduce our team for this RFP response to the Office of the Comptroller of the Currency for the Enterprise Business Automation and Content Management Services CMS and Digital Services modernization project.

Team Stealth is led by Stealth Solutions, an awardee of the GSA MAS and 8a STARS III contract vehicles. Stealth's overall corporate capabilities are Cloud Implementation & Support, Digital Content (websites) & Asset (documents) Management, Business Process Assessment, Technical Project Management, and Grants Management Systems Implementation. Our core experience is assisting Federal, State, and local government agencies achieve performance and operational efficiencies.

Stealth has entered a GSA Contractor Team Arrangement (CTA) with Carahsoft Technology Corp. which provides Team Stealth the capability to contractually include all applicable Acquia based cloud/technology licenses to support the EBACMS solution requirements in a FedRAMP cloud environment. Carahsoft maintains a GSA Multiple Award Schedule (MAS) contract, number: 47QSWA18D008F. The CTA provides Team Stealth the ability to meet the solicitation SIN requirements of GSA Schedules 54151S (IT Professional Services) from Stealth Solutions, and 511210 (Software Licenses) from Carahsoft Technology.

Our contributing subcontractor, Bravent Systems, is a premiere Web Development and Support Services provider for enterprise-level implementations. Bravent's core expertise is Drupal, open-source technology, Microsoft solutions, and DevSecOps.

Team Stealth has provided our technical and managerial aspects, capabilities, and the proposed approach to performing the contract requirements in Volume 1 and Volume 2 also provides the three past performance references with details as requested in the RFQ. Lastly, Volume 3 is the Stealth price proposal for all labor categories listed in the RFQ pricing template.

The RFQ based identifiers for Stealth Solutions are as follows:

Stealth Solutions, INC.

46191 Westlake Drive Suite 112

Sterling, VA. 20165 – 5870

Contact: Steve Lancaster at steve.lancaster@stealth-us.com, 703.966.2728

UEI: RCMZNAHAZ7D9

CAGE: 8CSF6

GSA MAS: 47QTCA22D0053

GSA STARS III: 47QTBCB21D0018

CTA member: Carahsoft Technology 11493 Sunset Hills Road, Suite 100, Reston, VA 20190

Subcontractor: Bravent Systems 1775 Tysons Blvd, 5th Floor, McLean, VA 22102



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2 SF 1449

The Office of the Comptroller of the Currency (OCC)
Enterprise Business Automation and Content Management Services (EBACMS)
SOLICITATION No: 2031JW24Q00021
Volume I - Technical Proposal

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE OF 1 55		
2. CONTRACT NO.	3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 2031JW24Q00021	6. SOLICITATION ISSUE DATE 11/06/2023		
7. FOR SOLICITATION INFORMATION CALL: ►	a. NAME ANN PHAM	b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME 12/06/2023 1700 ET			
9. ISSUED BY Comptroller of the Currency Acquisitions Management 400 7TH STREET SW Washington DC 20219	CODE OCC	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	11. WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)	NAICS: 541512 SIZE STANDARD: \$34			
11. DELIVERY FOR FOB DESTINA- TION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING			
15. DELIVER TO	CODE	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		16. ADMINISTERED BY CODE OCC Comptroller of the Currency Acquisitions Management 400 7TH STREET SW Washington DC 20219			
17a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES See attached SOW, clauses, provisions, instructions, and attachments.			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Rahul Sundrani</i>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print) Rahul Sundrani, President		30c. DATE SIGNED 2/6/2024		31b. NAME OF CONTRACTING OFFICER (Type or print) KAREN OETTINGER		31c. DATE SIGNED	
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE				STANDARD FORM 1449 (REV. 2/2012) Prescribed by GSA - FAR (48 CFR) 53.212			



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3 Acknowledgment of Solicitation Amendments

Stealth Solutions acknowledges the receipt and use of all amendments posted on eBuy. The latest amendment is number 4 with effective date of January 12, 2024 as shown below.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 01/12/2024	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY Comptroller of the Currency Acquisitions Management 400 7TH STREET SW Washington DC 20219	CODE OCC	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO. 2031JW24Q00021 x 9B. DATED (SEE ITEM 11) 11/06/2023				
10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)				
CODE	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- | | |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Amendment #4 is to do the following:

- a. Revise RFQ (BPA and Order 1)
- b. Update Pricing Worksheet and Order 1 Appendix A
- c. Provide the remaining questions and answers

The RFQ due date is not being extended with this amendment. Order 1 Attachment 5 through 8 were provided with Amendment 1.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Rahul Sundrani, President <i>Rahul Sundrani</i> (Signature of person authorized to sign)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KAREN OETTINGER (Signature of Contracting Officer)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 02/08/2024	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243



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4 Acknowledgment of Terms and Conditions

Stealth understands, accepts, and does not take exception to the terms and conditions as presented in the posted RFQ file titled: A4_2031JW24Q00021 RFQ CMS BPA_Amendment 4.1705064730049.pdf and updated attachments.

5 Completion of Representations:

As requested in the RFQ, Stealth makes the following representations:

- a. 52.204-24 – *Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021) – if required.*

Representation. Stealth is not required per representation response for below 52.204-26
b. 52.204-26 – *Covered Telecommunications Equipment or Services Representation (Oct 2020) – if not completed in SAM.gov. If completed in SAM.gov, please state this.*

Representation. Stealth represents that it does, “X” does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

- c. OCC provision 1052.209-8001, *Conflict of Interest Disclosure and Certification (Feb 2014)*

The offeror, Stealth Solutions, Inc., hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. 2031JW24Q00021 that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this provision, the term “potential conflict” means reasonably foreseeable conflict of interest. The offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such conflict of interest (or apparent conflict of interest).

Offeror's Name: Stealth Solutions, Inc.

RFP/RFQ No: 2031JW24Q00021

Signature: 

Title: President

Date: December 6, 2023



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6 Conflict of Interest Mitigation Plan:

Stealth has determined through our research and with our CTA member and subcontractor that no conflict of interest exists, therefore no mitigation plan has been submitted.

7 CTA

Stealth has executed a GSA Contractor Team Arrangement (CTA) with Carahsoft Technology Corp. which provides Team Stealth the capability to contractually include IT services and applicable Aquia based cloud/technology licenses to support the EBACMS solution requirements in a FedRAMP cloud environment under SINs 54151S, 518210C, 511210.

Specific CTA team makeup, roles and responsibilities are as follows:

Team Lead: Stealth Solutions

Roles and Responsibilities: Stealth has the responsibility to deliver on the four key project areas as follows:

1. Replacement of the existing CMS, which includes recommending and implementing technology solutions for replacement that also provides flexibility for modernization and utilizing cloud-based CMS at the FedRAMP-authorized, moderate level.
2. Development of a digital services vision and roadmap that expands on the cloud-based environment delivered.
3. Implementation of digital services modernization through technology, processes, and training includes using the documentation from the vision and roadmap deliverables to expand and improve the use of the deployed CMS.
4. Operations and Maintenance (O&M) support of the legacy content management system, applications, tools, and information assets.

Carahsoft has the responsibility to receive purchase orders for all Aquia Cloud Platform based items, ensure they are properly provisioned by Aquia, invoice OCC for all items and receive payment directly from OCC.

Points of Contact:

Stealth - Rahul Sundrani, Rahul.Sundrani@Staelth-us.com

Carahsoft – Carlos Chiriboga, carlos.chiriboga@carahsoft.com

Communication Protocol: Stealth and Carahsoft have worked together on many projects with great respect and quick responses to any request. Normal communication is through telephone, text and emails. Carahsoft detailed documented quotes are emailed to Stealth for any Aquia items based upon Stealth defined needs.

GSA MAS Schedule:

Stealth – 47QTCA22D0053, current option period end date, February 21, 2027

Carahsoft - 47QSWA18D008F, current option period end date, August 21, 2028



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Invoicing Responsibility: Carahsoft invoices for all Acquia Cloud Platform software items. Stealth bills for all other services rendered for the project.

Sensitive Information: Any information that is specifically identified by OCC as sensitive information and needs to be used by either Stealth or Carahsoft will be supported by a nondisclosure agreement to be executed between OCC and each company.

Team Composition Modifications: Any team modifications, including additions or deletions shall be handled through an organized communication and evaluation process in concert with the OCC Contracting Officer. This will be in compliance with the executed GSA contract terms and conditions.

We have determined that nothing in the CTA between Stealth Solutions and Carahsoft Technologies shall be in conflict with the underlying terms and conditions of each member's GSA Schedule or be in violation of antitrust statutes, and each team member is responsible for its own employees. The CTA does not create a joint venture or separate subsidiary. Each team member is responsible for reporting its own sales under its GSA Schedule and for paying the related industrial funding fee (IFF) to GSA. OCC reserves the right to discuss the CTA with quoters.

The executed CTA between Stealth Solutions and Carahsoft Technologies is provided in Appendix A.



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The Office of the Comptroller of the Currency (OCC)
Enterprise Business Automation and Content Management Services (EBACMS)
SOLICITATION No: 2031JW24Q00021
Volume I – Technical Proposal

APPENDIX A STEALTH SOLUTIONS – CARAHSOFT TECHNOLOGY CTA AGREEMENT

GSA Schedule Team Arrangement

Carahsoft Technology Corp.

47QSWA18D008F

Carahsoft Agreement # TA-STU-120723

This GSA Contractor Team Arrangement ("CTA" or "Agreement") is made and entered into as of the last date of the signature below ("Effective Date") by and between Carahsoft Technology Corp. with its offices at 11493 Sunset Hills Road, Suite 100, Reston, VA 20190-5328 (Carahsoft) and Stealth Solutions, INC. with its primary offices at 46191 Westlake Dr. Suite 112 Sterling, VA 20165-5870 (Teaming Partner). Each a "Party" and together the "Parties" hereunder.

WHEREAS, Carahsoft maintains a GSA Multiple Award Schedule ("MAS") contract, number 47QSWA18D008F;

WHEREAS, Teaming Partner maintains a GSA MAS contract, number 47QTCA22D0053.

In accordance with the Federal Supply Schedule program, Teaming Partner and Carahsoft hereby enter into this Agreement to provide an approach for the **OCC Blanket Purchase Agreement, Solicitation No. 2031JW24Q00021** that can be met through a team solution for providing certain products and/or services ("Products"). The General Terms and Conditions comprising the body of this Agreement set forth the general terms of this arrangement.

General Terms and Conditions

1. Teaming Partner is providing support, generating sales interest, and has otherwise identified continuing opportunities with qualified GSA Schedule customers ("End Users") that can be met through a team solution consisting of Products included in Teaming Partner's GSA MAS Contract and Carahsoft's GSA MAS Contract Number 47QSWA18D008F. Teaming Partner and Carahsoft will work together to support this team solution.
2. Teaming Partner will be the "Team Leader" and Carahsoft will be the "Team Member".
3. As the Team Leader, Teaming Partner will perform all administrative, reporting, invoicing and program management activities required by the Schedule order(s). Teaming Partner may name Carahsoft as a partner for GSA opportunities. This CTA will not obligate Carahsoft in any way other than for the purposes stated herein.
4. Each Party is responsible to the Government for its performance and must abide by the terms and conditions of its GSA MAS Contract. Each Party is responsible for paying the Industrial Funding Fee ("IFF") for every schedule Product supplied or provided on its GSA MAS under this arrangement. Carahsoft and Teaming Partner shall separately and individually report to GSA their respective revenue under this Agreement. That is, Carahsoft, under its MAS contract, shall report revenue for products and services sold under 47QSWA18D008F; Teaming Partner, under its MAS contract, shall report any products or services sold under its GSA Schedule Contract;
5. Unless stated otherwise in a quote or other exhibit from Carahsoft, delivery of Products shall be F.O.B. manufacturer point of shipment, upon transfer to a common carrier and Team Leader shall assume all risk of loss or damage to Products while in transit. Team Leader shall be responsible for all costs of shipping, transportation, freight, insurance, taxes and similar items. Absent shipping instructions to the contrary, Carahsoft shall select methods and routes for shipment, but shall not assume any liability in connection with shipment or constitute any carrier as its Team Leader.
6. Carahsoft shall, at Team Leader's request, make partial shipments on account of Team Leader's orders, in which case payment shall be made to correspond to the occurrence of actual shipment, and payment for such partial shipments shall be due and payable on exactly the same terms and conditions provided herein. Subsequent delays in shipment or delivery of any other installment shall not relieve Team Leader of its obligation to accept delivery and remit payment for the remaining items in the order(s).

7. Both Parties are performing this Agreement as independent contractors. The Parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any Party the partner or legal representative of any other Party, nor create any fiduciary relationship between them for any purpose whatsoever except that Teaming Partner may act as a limited teaming partner of Carahsoft for the sole purpose of soliciting and fulfilling orders pursuant to this Agreement.
8. The term of this Agreement shall be twelve (12) months from the effective date of this Agreement and shall renew for subsequent twelve (12) month periods unless terminated by either Party ("Term"). Either Party may terminate this agreement, at will, at any time, with or without cause, by written notice given to the other not less than thirty (30) days prior to the effective date of such notice. This agreement shall automatically terminate if Team Leader is not awarded the **OCC Blanket Purchase Agreement, Solicitation No. 2031JW24Q00021 by the government**.
9. During the Term and for a period of twelve (12) months thereafter, neither Party shall solicit for employment nor employ, either directly or indirectly, for itself or for any third party (whether as an employee, independent contractor, consultant or otherwise): (i) any employee of the other Party; and/or (ii) any individual who was an employee of the other Party during the Term. This is an essential element of this Agreement and the Parties would not have entered into this Agreement without its incorporation. In the event either Party breaches this clause, the other Party shall be entitled, without limiting any other rights or remedies it may have against the other, to receive an injunction against the other Party prohibiting such Party from violating this provision.
10. Carahsoft may terminate this CTA immediately in the event that Teaming Partner should fail to perform any obligation, duty or responsibility imposed under Carahsoft's Schedule Contract or terms set forth in this CTA.
11. Each Party will (a) not use the other Party's Confidential Information, except as necessary for the performance of this Agreement, and (b) not disclose Confidential Information received from the other Party to any third party, except to those of its employees and subcontractors that need to know such Confidential Information for the performance of this Agreement, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Each Party will protect the other Party's Confidential Information from unauthorized disclosure with at least the degree of care with which it protects its own Confidential Information of similar nature or importance, but in no case with less than a reasonable degree of care. Each Party will notify the other Party promptly of any breach of confidentiality with respect to the other Party's Confidential Information.

"Confidential Information" means any non-public information received from a Party, whether in written, electronic, verbal or other form, including but not limited to the Products, any documentation and information related to the Products, financing or personnel matter relating to either party, its present or future products, sales, suppliers, clients, resellers, employees, investors or business that is marked as "confidential" or "proprietary" that, if disclosed orally, is identified as "Confidential" at the time of disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days of any such disclosure; or that is reasonably recognizable as such by a person under similar circumstances as the parties. Confidential Information will not constitute information that is (a) already known to the receiving party at the time of disclosure without obligation of confidentiality; (b) independently developed by the receiving party without access to the Confidential Information of the disclosing party; (c) approved for the particular disclosure by the disclosing party beforehand and in writing; (d) is publicly known without breach of this Agreement; (e) lawfully received by the receiving party from a third party who had the right to make such disclosure without restriction on use or disclosure; or (f) required to be disclosed by order of a court or tribunal, but only if the receiving party promptly notifies the disclosing party in writing of such requirement, and cooperates with the other party to limit the scope of the disclosure or obtain a protective order.

12. Teaming Partner recognizes and agrees to the following set of duties that are specifically the Teaming Partners' responsibility:
 - a) Comply with the pricing terms and conditions of the Schedule Contract;
 - b) Purchase all products covered by this Agreement through Carahsoft only;
 - c) Be subject to audit by the Government with respect to sales made under the Schedule Contract;
 - d) Obtain a current quote and approval from Carahsoft prior to Teaming Partner quoting the End User;

- e) Mirror Carahsoft's quote in its quote to the End User in regard to number of line items, appropriate pricing per line item, and ensure that Carahsoft's Schedule Contract number is listed on your quote to the End User;
- f) Generate a minimum of one order off the Schedule Contract every one hundred eighty (180) days;
- g) Only quote prices to the End User that include the appropriate Industrial Funding Fee ("IFF") as GSA prices are required to include the IFF. Cost quotations from Carahsoft **will not** include the IFF. Teaming Partner should add the IFF to their costs from Carahsoft unless otherwise noted in the quote. The current IFF rate is 0.75%.
 - a. *For Adobe Orders Only:* Section G. does not apply. On Adobe orders, quotes from Carahsoft will include the IFF. Teaming Partner does not pay the IFF on Adobe orders under one million dollars. IFF is open for negotiation on who will be responsible for IFF for any Adobe orders over one million dollars.
- h) Submit a Report of Sales to Carahsoft five (5) days following the completion of the monthly reporting period. \$0 sales reports are also required. Items sold through open market or non-GSA Schedule vehicles to customers must be clearly identified as such on the report. The report should contain the following information as shown in Attachment B and be submitted to: ResellerReports@carahsoft.com
 - a. *The date of sale,*
 - b. *The customer name to which the sale was made,*
 - c. *The customer's P.O Number,*
 - d. *The product/model sold, part # and description,*
 - e. *The quantity of each product/model sold,*
 - f. *The price at which it was sold, including discounts,*
 - g. *Teaming Partner's PO Number to Carahsoft, and*
 - h. *All other significant sales order data.*

h.1 If Teaming Partner does not submit a Report of Sales in ninety (90) days after finalization of this Agreement, Carahsoft will follow up with the Teaming Partner's Point(s) of Contact, as identified in Attachment B, to conduct a status review. If it has been determined that no sales have been made under this Agreement, the Teaming Partner will have an additional ninety (90) days to generate sales. If no sales are generated in those additional ninety (90) days, Carahsoft will make a determination of Teaming Partner's status, which could result in termination. If it is found that Teaming Partner has generated sales but has not provided a Report of Sales, Carahsoft may terminate this Agreement for breach.

h.2 Carahsoft will compute the applicable IFF based on the End User price reported and invoice Teaming Partner for the IFF amount.
- i) Ensure End User's purchase order, at a minimum, includes Carahsoft's Schedule Contract number;
The appropriate listing recommended by GSA is:

*Carahsoft Technology Corp.
c/o Teaming Partner Name
Teaming Partner billing information,
(e.g. Teaming Partner's FEIN, Cage Code, DUNS, and billing address)*
- j) Make payment in full to Carahsoft for all amounts due within thirty (30) days of receipt of invoice unless otherwise agreed to in writing and stated as such on the Carahsoft invoice. Teaming Partner also agrees to pay Carahsoft, as interest, an amount equal to 1.5% per month or the maximum permitted by law, for invoice amounts which are past due. Should Teaming Partner default in any such payment, Carahsoft shall have the right, without notice to Teaming Partner, to declare all invoice amounts immediately due and payable. In the event Carahsoft should commence any action(s), or otherwise seek to enforce this section against Teaming Partner, Teaming Partner agrees to pay reasonable attorney(s) fees, court costs, and other expenses incurred by Carahsoft whether or not a suit is filed;

- k) Notify Carahsoft immediately of any contractual problems associated with any End User that involves the Schedule Contract;
- l) Permit Carahsoft, upon thirty (30) days prior written notice, to conduct an annual review of its activities as they relate to this Agreement. The review shall focus on sales activities hereunder. Information to be reviewed shall include, at a minimum, sales records, purchase orders, invoices, payment receipts, and related notes, emails or letters. Carahsoft may conduct an annual review of Teaming Partner at its own expense and in a manner to ensure the minimum disturbance to Teaming Partner's business as practicable. In the event discrepancies in the reported sales are discovered during the course of the annual review, an additional review may be required. Reviews beyond the annual review shall be performed at Teaming Partner's expense and may include reasonable fees for professional auditors, accountants, or legal professionals.

Carahsoft Technology Corp.	Teaming Partner
Name: Kristina Smith	Name: Rahul Sundrani
Title: Contracts Manager	Title: President
Signature: 	Signature: 
Date: 12/7/2023	Date: 12/7/2023

Attachment A
Authorized Products

The Teaming Partner's authorization extends only to the products as indicated below:

- Acquia, Inc.

Attachment B
Contact Information

Teaming Partner				
CONTACT INFORMATION				
	Name	Phone	Fax	Email
Billing	Surahbi Agarwal	571-274-6839		Surabhi.agarwal@stealth-us.com
Sales	Rahul Sundrani	571-230-5642		Rahul.sundrani@stealth-us.com
Contracts/Reports	Rahul Sundrani	571-230-5642		Rahul.sundrani@stealth-us.com

Carahsoft					
Company Name: Carahsoft Technology Corp.					
Address: 11493 Sunset Hills Road, Suite 100					
City, State & Zip: Reston, VA 20190					
Main Phone #:	(703) 871-8500	GSA Contract #: 47QSWA18D008F			
CONTACT INFORMATION					
	Name	Phone	Fax	Email	
Billing	Varies	703-871-8500	703-871-8505	AP@carahtsoft.com	
Sales	Varies	703-871-8500	703-871-8505	sales@carahtsoft.com	
Contracts	Varies	703-673-3635	703-871-8505	Contracts@carahtsoft.com	