

CONTRACT

DEPARTMENT OF GENERAL SERVICES (DGS)

Salesforce Licenses

001B3600044

THIS CONTRACT (the "Contract") is made this 15 day of September, 2023 by and between Carahsoft Technology Corp. (the "Contractor") and the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF GENERAL SERVICES ("DGS" or the "Department").

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 "COMAR" means Code of Maryland Regulations.
- 1.2 "Contractor" means the entity first named above whose principal business address is 11493 Sunset Hills Road Suite 100 Reston, VA 20190 and whose principal office in Maryland is 18524 Office Park Drive, Gaithersburg, MD 20886, whose Federal Employer Identification Number or Social Security Number is XXXXXX, and whose eMaryland Marketplace Advantage vendor ID number is XXXXX.
- 1.3 "Financial Proposal" means the Contractor's Pricing Template submitted dated 2/21/2023.
- 1.4 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.5 "Solicitation" means Request for Quote for Quote No. 159551S, issued by the Department on 1/19/2023, and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.6 "State" means the State of Maryland.
- 1.7 "Technical Proposal" means the Contractor's Technical Proposal dated 2/8/2023, as modified and supplemented by the Contractor's responses to requests clarifications and requests for cure, and by any Best and Final Offer.
- 1.8 "Veteran-owned Small Business Enterprise" (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.9 Capitalized terms not defined herein shall be ascribed the meaning given to them in the Solicitation .

2. Scope of Contract

- 2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:
 - Exhibit A – The Solicitation
 - Exhibit B – The Contract Affidavit, executed by the Contractor and dated 6/27/2023