

**STATE OF MARYLAND
SMALL PROCUREMENT CONTRACT**

THIS CONTRACT (the "Contract"), is made as of the 20 day of October 2011 by and between the **DEPARTMENT OF BUDGET AND MANAGEMENT** ("Department"), a principal department of the State of Maryland (the "State"), and **LEGAL PAPER, Inc.** ("Contractor") whose address in this State is 908 York Rd., 2nd Floor, Towson, MD 21204 and whose principal address is 908 York Rd., 2nd Floor, Towson, MD 21204.

The parties agree as follows:

1. **Services to be Provided.**

Serve process on parties in CCU's litigation and certain others; and prepare and file affidavits, all in accordance with the Maryland Rules and the scope of work attached as Exhibit A and incorporated herein.

2. **Term of Contract.** Performance under this Contract shall commence on October 20, 2011 and shall be completed on the earlier to occur of the following: (i) when \$25,000 in usage by the State of Maryland's Central Collections Unit (CCU) is reached, or (ii) when the one year term has ended.

3. **Compensation and Method of Payment.**

(a) **Compensation.** The total compensation for services to be rendered by the Contractor shall not exceed \$25,000. Department shall compensate Contractor for services satisfactorily performed in accordance with the Contractor's bid or proposal, attached as Exhibit B and incorporated herein.

(b) **Method of Payment.** Department shall pay Contractor no later than thirty days after Department receives a proper invoice from Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.

(c) **Tax Identification Number.** Contractor's Federal Tax Identification Number is XXXXXXXXXX. Contractor's Federal Tax Identification Number shall appear on all invoices submitted by Contractor to Department for payment.

4. **Procurement Officer.** Department designates Erin Oliver to serve as Procurement Officer for this Contract. All contact between Department and Contractor regarding all matters relative to this Contract shall be coordinated through the Procurement Officer (using contact information listed in Section VII—Submission Information).

5. **Disputes.** Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract as directed by the Procurement Officer.

6. **Termination for Convenience.** The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A)(2).

7. **Termination for Default.** If Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

8. **Termination for Nonappropriation.** If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

9. **Non-Discrimination.** The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13-219 of the State Finance and Procurement Article, Maryland Code and Code of Maryland Regulations 21.07.01.08, and the commercial nondiscrimination provisions of Title 19, Subtitle 1, State Finance and Procurement Article, Maryland Code.

10. **Maryland Law Prevails.** The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder.

11. **Anti-Bribery.** The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders; nor any employee of the Contractor who is directly involved in the business's contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

12. **Changes.** This Contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price).

IN WITNESS WHEREOF, the parties have executed this Contract on or before the date first set forth herein.

WITNESS/ATTEST:



Rita M Kryglik

FOR THE CONTRACTOR:



(SEAL)

David Kopf L, President

Name Typed

President

Title

WITNESS:



FOR THE DEPARTMENT OF BUDGET AND MANAGEMENT

By:



Fris S. Oliver

Name Typed

Procurement Officer

Title

Attachment: Exhibit A: Copy of this Solicitation which includes Scope of Work
Exhibit B: Copy of the Contractor's Bid