



# MARYLAND STATE FAIR

P.O. BOX 188, TIMONIUM, MARYLAND 21094-0188-410 252-109-01 FAX 410-363-5610

## SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("Agreement"), Maryland State Lottery and Gaming Control Agency 2019 Maryland State Fair Sponsorship Agreement # 2019-07, is made by and between the undersigned Maryland State Lottery and Gaming Control Agency, a unit of State government with its principal offices at 1800 Washington Boulevard, Suite 330, Baltimore, Maryland 21230 ("Sponsor" or "Lottery"), and Maryland State Fair and Agricultural Society, Inc., a Maryland corporation with its principal offices at 2200 York Road, Timonium, Maryland 21093 ("Fair" or "Vendor").

This Agreement, effective on the dates hereinafter set forth in the attached Schedule 1 as the Event Participation Dates (unless earlier terminated or extended as may be provided for herein) includes the following four attached schedules: all the terms and conditions regarding the Sponsorship Package Amenities to be provided to Sponsor by the Fair and Sponsor's sponsorship commitment to the event ("Event") set forth in Schedule 1, the additional mandatory State contract terms as set forth in Schedule 2, and the affidavits and accompanying provisions of Schedules 3 and 4.

All payments under this Agreement are to be payable to the Fair. Payment shall be processed by the Sponsor as soon as practical within three weeks of the scheduled Event and shall be paid in accordance with Maryland State law and upon receipt of proper invoice. Unless otherwise set forth herein, any correspondence, notices or payments due under this Agreement will be sent to each party, via receipted hand delivery, email, or facsimile transmission during normal business hours at its address herein set forth or at such other address as any party provides to the other. If Sponsor's monetary payments or other Commitment Items or obligations due under this Agreement are not completed when due, in addition to other remedies available to the Fair, the Fair may withhold any or all of the Sponsorship Package Amenities until payment or performance is made or terminate this Agreement. Such action on the part of the Fair will not be construed as a waiver of Sponsor's responsibility for the monetary payments or other Commitment Items or obligations due under this Agreement. Further, any monetary payments due but unpaid by Sponsor to the Fair under this Agreement shall bear interest, in accordance with State Finance and Procurement Article § 15-104, Annotated Code of Maryland beginning on the 31<sup>st</sup> day after the day on which the same are due, or if later, the day on which the Sponsor receives an invoice.

Sponsor acknowledges that its sponsorship of the Event does not convey to Sponsor any rights to direct or control the Event and the location, date, format or any other feature pertaining to the Event, or the promotion thereof.

This Agreement is to be interpreted under the laws of the State of Maryland and may not be amended without the written consent of both parties. In the event of potential breach of this Agreement by Sponsor provisions of Schedule 2 shall govern. This Agreement shall be subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and Code of Maryland Regulations 21.10 (Administrative and Civil Remedies) and the jurisdiction of Maryland courts. The invalidity or unenforceability of any provision of this Agreement will not affect the validity

Initials:

Sponsor: \_\_\_\_\_

Fair: \_\_\_\_\_


or enforceability of any other provision. Further, in the event Sponsor experiences a transfer in ownership or otherwise assigns its interest in the Event, this Agreement may at the Fair's option be cancelled without further obligation on the Fair's part or remain in full force and effect. This Agreement will be binding upon the parties hereto and their successors and assigns; provided, however, Sponsor may not assign its interests hereunder without the prior written consent of the Fair, which consent will not be unreasonably withheld. A waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. In the event of any legal action by the Fair hereto to enforce any of the terms of this Agreement or any cancellation by Sponsor, the Fair shall be entitled to reasonable costs associated with this Agreement that the Fair has incurred up to the date of cancellation. However, the Fair may not be reimbursed for any anticipatory profits which have not been earned up to the date of cancellation, so shall return any moneys paid that represent such sums.

All indemnities and payments due under this Agreement will survive the termination or expiration of this Agreement unless otherwise provided for herein. Neither of the parties will be responsible for its failure to perform due to events beyond its reasonable control, such as acts of God, casualties, government restrictions or unforeseen commercial delays. In the event the Event is not held for reasons beyond Fair's reasonable control, Fair will prorate Sponsor's monetary commitment based on the amount of Sponsorship Package Amenities provided to the date of notice of cancellation. If Sponsor is granted any category exclusivity under this Agreement, Sponsor understands and agrees that Fair has the right to limit, alter or eliminate Sponsor's exclusive status should a third party make an issue of possible restraint of trade.

Sponsor is a unit of Maryland State government and its liability is governed by the Maryland Tort Claims Act. Without limiting any liabilities or any other obligations of Sponsor, throughout the term of this Sponsorship Agreement, Sponsor shall provide and maintain insurance coverage and shall provide upon request from the Fair a Certificate of Insurance that names Fair and others reasonably specified by the Fair as additional insureds.

If under this Agreement, Sponsor is entitled to an on-site presence at an Event but is unable to have such presence due to a contractual conflict with the Event facility or for other reasons beyond the Fair's reasonable control, the Fair will promptly refund a prorated portion of Sponsor's monetary payment for the Event based on the amount of Sponsorship Package Amenities provided. Sponsor acknowledges the Fair's right to approve or disapprove promotional materials, displays, demonstrations, etc., to be distributed, displayed, demonstrated or otherwise experienced on and off site. Furthermore, if under this Agreement, Sponsor has the right to pass-through some of its Sponsorship Package Amenities to other parties through partnerships or otherwise, Sponsor must obtain the Fair's prior written approval in each instance. The Fair reserves the unconditional right to withhold or withdraw its approval. The Fair further reserves the right to remove without notice any third party participating through a Sponsor-generated pass-through that has not been approved in writing by the Fair in advance or otherwise does not meet the Fair's standards. Sponsor will provide the Fair with such samples or detailed description of any such materials, displays, demonstrations, etc., as the Fair may request at least thirty (30) days prior to the Event.

Sponsor and/or its representatives will not use any overt, unlawful or inappropriate promotional methods to attract Event patrons to its on-site display. Further, Sponsor recognizes that the Event is part of family-oriented amusement facilities of high quality, and that all products, services, promotional materials and displays, as well as the behavior of any personnel employed by, representing, or acting as Sponsor or subcontractor to Sponsor at the Event, must at all times be suitable for a family-oriented venue attended by persons and children of all ages. Sponsor agrees to immediately remove from the Event any personnel, promotional materials, services or products which the Fair determines not to be suitable for the Event. Sponsor and all persons in the employ or control of Sponsor will abide by and conduct


Initials: Sponsor: _____ Fair: 
--

themselves at all times in accordance with all Event operation policies, rules and regulations. If Sponsor is using sound devices such as microphones, radios, speakers, stereo, organs, and any other attention getting device, Sponsor must use such so that it will not interfere with any other display or exhibit; Fair reserves the right to revoke Sponsor's right to use such sound devices. Sponsor will comply with all applicable laws, governmental rules and regulations and secure in advance all required permits applicable to Sponsor's operations, and to the products and services that it offers at the Event. Sponsor shall conduct all operations in a safe and suitable manner so as to avoid injury to any persons, including any Sponsor, Event guest, or property.

Sponsor is a unit of Maryland State government and its liability is governed by the Maryland Tort Claims Act.

Termination is governed by Schedule 2 of this Agreement.

There are no other terms or conditions as to the subject matter of this Agreement other than as herein set forth and in the attached Schedule 1, 2, 3, and 4. All previous communications concerning the subject matter of this Agreement are superseded and this Agreement and the attached Schedule 1, 2, 3, and 4 will constitute the entire Agreement between the parties.

Initials: Sponsor: _____ Fair: 
--

LOTTERY

Agreed and accepted this \_\_\_\_\_ day of 2019.

MARYLAND STATE FAIR AND AGRICULTURAL SOCIETY, INC.

By: D. Andrew Cashman

Date: May 22, 2019

Printed Name: D. Andrew Cashman

Title: General Manager

Address: 2200 York Road

TIMONUM, MD 21093

Phone: 410 252 0200

SPONSOR: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_



# MARYLAND STATE FAIR

P. O. BOX 188, TIMONIUM, MARYLAND 21094-0188 410-252-0200 FAX 410-561-5610

## SCHEDULE 1 MARYLAND STATE LOTTERY AND GAMING CONTROL AGENCY 2019 MARYLAND STATE FAIR SPONSORSHIP AGREEMENT (#2019-07)

1. Event Covered: Event Participation Dates:
  - 2019 Maryland State Fair, Timonium, MD August 23 – September 2, 2019
2. Sponsor's Commitment Items for the above-mentioned Event:

Sponsor will make a monetary payment of \$51,500.00 for the above-mentioned Event. Payments are to be made payable to MARYLAND STATE FAIR AND AGRICULTURAL SOCIETY, INC., INC., 2200 York Road, Timonium, Maryland 21093 upon Sponsor's receipt of a proper invoice in accordance with Schedule 2, Paragraph 2.
3. Amenities to be provided by Maryland State Fair for the above-mentioned Event:
  1. Utilization of the Exhibition Hall lobby for entire fair.
  2. Live televised drawing on Event's opening day (August 23, 2019) on site [TBD].
  3. Title of day at Event-"Maryland Lottery Day"-on Saturday, August 31, 2019.
  4. "Maryland Lottery Day at the Fair", including Sponsor's name in some Event marketing with Event staff (approximately 300) outfitted in Sponsor's logo apparel as provided by Sponsor (shirts) and title of one (1) event or special attraction on Saturday, August 31, 2019.
  5. Sponsor of Maryland State Fair's Main Stage; the stage will be referred to as "Sponsored by the Maryland Lottery" in all marketing, directions and mentions of the four main concerts on social media, website and marketing, whether made by the Fair or Sponsor. Lottery banner to be hung by Fair on the Main Stage during all concerts.
  6. Option for onsite presence at all four concerts, including option to distribute items at gate at no additional cost.
  7. Coordinated special event at one concert during the Fair. (August 31, 2019 – Lo Cash concert.) Special event includes:
    - a. On stage presentation by Sponsor prior to concert (e.g. bring up a winner to go in the money machine).
    - b. Onsite presence including booth space and distribution of items at gate.
    - c. Roped off area behind VIP section for Lottery-provided seats (a minimum of 40 chairs).
  8. Prime time use (6 pm to 8 pm) of free stage for Maryland State Lottery's concert and entertainment on Maryland Lottery Day, August 31, 2019.
  9. Property will hire band to perform on Maryland Lottery Day.
  10. Property will display and hang Lottery-provided banner on Maryland Lottery Day at rear gate and front gate.

Initial \_\_\_\_\_  
Initial 



## MARYLAND STATE FAIR

P. O. BOX 188, TIMONIUM, MARYLAND 21094-0188 410-252-0200 FAX 410-561-5610

11. Lottery-provided A-frame boards to be located on Midway on Maryland Lottery Day.
12. Minimum of five (5) daily full-color screen rotations with Sponsor's message on Event's HD billboard on York Road.
13. Ability to create off-site POP program with Sponsor-coordinated vendors.
14. Sponsor's logo and name on "Locator's Map" in official Event Program for permanent location.
15. Full page ads in Event program and Racing program.
16. Lottery logo on Event website.
17. 1,500 admission passes for fair (any day).
18. Ten parking passes for duration of Event.
19. Access for Lottery retailer to drive up to Exhibition Hall each day to load and unload scratch-off tickets.

Initial \_\_\_\_\_

Initial \_\_\_\_\_

## Schedule 2

### MARYLAND STATE LOTTERY AND GAMING CONTROL AGENCY 2019 MARYLAND STATE FAIR SPONSORSHIP AGREEMENT (#2019-07)

#### Mandatory Terms and Conditions

1. **Scope of Contract.** This Agreement is for a time-limited event. The Maryland State Fair and Agricultural Society, Incorporated, pursuant to this Agreement and attached schedules, has agreed to provide space and amenities for the participation of the Maryland State Lottery and Gaming Control Agency (hereinafter "Sponsor", "State" or "Lottery") to promote the Sponsor and its products and/or sell Sponsor's products at the 2019 Maryland State Fair ("Event"). The State has the unilateral right to order, in writing, changes in the work within the scope of the Agreement.
2. **Compensation and Method of Payment.** The amount of the Contract is (\$51,500.00), which shall be paid upon receipt of a proper invoice. All invoices shall include the Vendor's Federal Identification Number, which is 52-0590244. Subject to the approval by the Maryland Department of Budget and Management, and any necessary State officials, this Contract shall commence August 23, 2019 and shall expire on September 2, 2019.
3. **Incorporation by Reference.** These Mandatory Terms and Conditions shall be deemed fully incorporated in the Sponsorship Agreement for the State Lottery and Gaming Control Agency 2019 Maryland State Fair Sponsorship Agreement #2019-07 to which this Schedule 2 is attached with these Mandatory Terms and Conditions. The Sponsorship Agreement, Schedules 1, 2, 3, and 4 shall be the entire agreement and hereinafter in this Schedule 2 collectively shall be referred to as the "Agreement" or "Contract".
4. **Contract Modification.** Subject to the State's unilateral right under State Finance and Procurement Article § 13-218 to order changes in the work to be performed under this Agreement, any amendment, change modification or extension of this Agreement must be in writing and executed by both parties with approval by the Procurement Officer, subject to any additional approvals required by State law. No amendment to this Agreement shall be binding unless written, so approved by the appropriate parties and signed by the party to be charged.
5. **Non-Hiring of Officials and Employees.** No official or employee of the State of Maryland, as defined under General Provisions Article, § 5-101, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Agreement, shall during the pendency and term of this Agreement and while serving as an official or employee of the State, become or be an employee of the Vendor or any entity that is a subcontractor on this Agreement.
6. **Disputes.** This Agreement shall be subject to the provisions of the State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Vendor shall proceed diligently with the performance of the Agreement in accordance with the Procurement Officer's decision.
7. **Maryland Law Prevails.** This Agreement shall be governed by the laws of the State of Maryland and for all purposes shall be construed, interpreted, and enforced in accordance with Maryland Laws, the rules, regulations and procedures of the agencies of the State of Maryland, and the decisions of the courts of the State of Maryland and as required under applicable laws and regulations and shall be binding upon

the successors and assigns of the parties hereto. Any and all litigation arising under this Agreement shall be instituted in the appropriate court of the State of Maryland.

8. Non-Discrimination in Employment. Vendor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

9. Contingent Fee Prohibition. The Vendor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

10. Multi-Year Contracts Contingent upon Appropriations. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Agreement succeeding the first fiscal period, this Agreement shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Vendor's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Vendor and the State from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. The Vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement. The State shall notify the Vendor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period beyond the first.

11. Termination for Default. If the Vendor fails to fulfill its obligations under this Agreement properly and on time, or otherwise violates any provision of the Agreement, the State may terminate the Agreement by written notice to the Vendor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work and services provided by the Vendor shall, at the State's option, become the State's property. The State shall pay the Vendor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Vendor's breach. If the damages are more than the compensation payable to the Vendor, the Vendor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

12. Termination for Convenience. The performance of work under this Agreement may be terminated by the State in accordance with this clause in whole, or in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Agreement that the Vendor has incurred up to the date of termination and all reasonable costs associated with the termination of the Agreement. However, the Vendor shall not be reimbursed for any anticipatory profits that 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 21.07.01.12A(2).



13. Delays and Extensions of Time. The Vendor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Vendor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Vendor or the subcontractors or suppliers.

14. Suspension of Work. The Procurement Officer unilaterally may order the Vendor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

15. Pre-Existing Regulations. In accordance with the provisions of § 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Agreement are applicable to this Agreement.

16. Payment of State Obligations.

(a) Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, Payments to the Vendor pursuant to this Agreement shall be made no later than 30 days after the State's receipt of a proper invoice from the Vendor. The Vendor may be eligible to receive late payment interest at the rate of 9% per annum if: (1) The Vendor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

(b) The State is not liable for interest: (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

17. Financial Disclosure. The Vendor shall comply with provisions of § 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland. That section requires a business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000.

18. Political Contribution Disclosure. The Vendor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contribution in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before

execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Election website: [http://www.elections.state.md.us/campaign\\_finance/index.html](http://www.elections.state.md.us/campaign_finance/index.html).

19. **Retention of Records.** The Vendor shall retain and maintain all records and documents relating to this Agreement for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.

20. **Compliance with Laws.** Vendor hereby represents and warrants that:

(a) It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

(b) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement;

(c) It shall comply with all federal, State, and local laws, regulations and ordinances applicable to its activities and obligations under this Agreement; and

(d) It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

21. **Commercial Nondiscrimination.**

(a) As a condition of entering into this Agreement, Vendor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Vendor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Vendor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Vendor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

(b) As a condition of entering into this Agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Vendor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Vendor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Vendor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Vendor on each subcontract or supply contract. Vendor

further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Vendor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

22. **Promotional Materials.** Vendor shall ensure that all materials prepared or purchased by or for Vendor in connection with this Agreement shall be available to Lottery. Lottery shall have the right to use those materials without restriction and without compensation to any person. If Vendor obtains or uses for purposes of this Agreement any design, device, material, process, or work covered by patent, copyright, or trademark, Vendor shall ensure Lottery is licensed to use the same. Vendor shall indemnify the State of Maryland, Lottery, Maryland Lottery and Gaming Commission, their officials, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, or copyright infringement arising out of the possession or use of any design, device, material, process, supplies, equipment, services or other work covered by this Agreement. The relationship of the parties hereto is that of independent contractors and is not, and shall not be deemed to be, any other relationship, including but not limited to, that of joint ventures, partners, joint employers or principal and agent. Notwithstanding anything to the contrary contained in any writing, licensed products that have been manufactured by or for the Lottery during the term of the Agreement may be distributed and sold beyond the term of the License.

23. **Logo.** Lottery's logo may not be used without the written consent of Lottery. Lottery hereby consents to the use of its logo, as provided by Lottery, by Vendor on brochures and other advertising pieces or promotion of the Event for the period preceding and during the Event.

24. **Liability.** Lottery is a unit of Maryland State government and its liability is governed by the Maryland Tort Claims Act.

25. **Indemnification.** The State shall not assume any obligation to indemnify, hold harmless or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Agreement.

26. **Subcontract; Assignment; Prohibition on Affiliated Entity Relationships.** The Vendor may not subcontract any portion of the services provided under this Agreement without obtaining the prior written approval of the Lottery nor may the Vendor assign this Agreement, or any of its rights or obligations hereunder without the prior written approval of the Lottery. The Vendor shall not pledge this Agreement as a receivable without the prior written approval of the Lottery. Any such subcontract, pledge or assignment shall not be effective unless approved by the State. Any such subcontract, pledge or assignment shall include any terms and conditions that the Attorney General deems necessary to protect the interests of the Lottery and the State. The State shall not be responsible for the fulfillment of the Vendor's obligations to any subcontractor or assignee.

Additionally, the Vendor may not subcontract any services required under the Agreement to an affiliated entity during the term of the Agreement or any extension thereto.

27. **Entire Agreement.** The Sponsorship Agreement, Schedules 1, 3, 4, and this Schedule 2 (Mandatory Terms and Conditions), represent the complete, total and final understandings of the parties and no other understanding, communication or representations, agreements, statements or understandings, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto at the time of execution. In the event of a conflict in language between this Schedule 2 and any other document, the provisions set forth in this Schedule 2 shall govern. Each party to this Agreement represents

and warrants to the other that it has the full right, power, and authority to execute this Agreement. Furthermore, each party represents that neither party is to be construed as the primary drafter of this Agreement, it being the product of negotiations between the parties.

28. Minority Business Enterprise Subcontract Participation Goal. Deliberately left blank as not applicable to this Agreement.

29. Miscellaneous Provisions.

(a) Severability. If any covenant or other provision of this Agreement is invalid, illegal or incapable of being enforced by reason of any rule of law, administrative order, judicial decision or public policy, all the other conditions and provisions shall remain in full force and effect.

(b) Covenants. No covenant shall be deemed dependent upon any other covenant or provision unless so expressed in this Agreement.

(c) Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.

(d) No Waiver of Right. The failure of a party to insist upon strict adherence to any term of the Agreement shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Agreement.

(e) Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All captions are for the purpose of convenience only.

30. "e-MARYLAND MARKETPLACE"

(a) Posting of Documents. eMaryland Marketplace ("eMM") is the State's internet-based commerce system and is the official source for procurement information. Vendors interested in doing business with the State are encouraged to register with eMM. The website for eMM is <http://emaryland.buyspeed.com>.

(b) Registration. In order to receive a contract award, a potential contractor must be registered on eMM. There is no fee for registration on eMM. Information about eMM can be found at the Maryland Department of General Services website ([www.dgs.maryland.gov](http://www.dgs.maryland.gov)). If additional assistance is required, the eMaryland Marketplace Support Team can be reached at [dgs.emaryland@maryland.gov](mailto:dgs.emaryland@maryland.gov). If additional assistance is required, the eMaryland Marketplace Support Team can be reached at [emaryland@dgs.state.md.us](mailto:emaryland@dgs.state.md.us).

31. Procurement Officer. The Procurement Officer responsible for this Agreement is Robert Howells, 1800 Washington Blvd., Suite 330, Baltimore, MD 21230; (410) 230-8789. The persons executing this Agreement for the Maryland State Fair and Agricultural Society, Incorporated expressly represents that they are authorized to execute this Agreement on behalf of the Vendor.

Agreed and accepted:

Maryland State Fair and Agricultural Society, Inc.

By: [Signature]  
D. Andrew Cashman, General Manager

5-22-19  
Date

Witness/Attest:  
[Signature]

By: \_\_\_\_\_

Printed name: Jake Bennett

Title: Per Subs

Agreed and accepted:

Maryland State Lottery & Gaming Control Agency

By: \_\_\_\_\_  
Gordon Medenica, Director

\_\_\_\_\_  
Date

Witness:  
By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form and Legal Sufficiency,  
this 04 day of June, 2019:

[Signature]  
Jennifer L. Tosky  
Assistant Attorney General

APPROVED BY THE MARYLAND STATE LOTTERY AND GAMING CONTROL COMMISSION  
ON \_\_\_\_\_  
(date)

**MARYLAND LOTTERY & GAMING CONTROL AGENCY  
2019 MARYLAND STATE FAIR - SPONSORSHIP AGREEMENT (#2019-07)**

**Schedule 3  
PROPOSAL AFFIDAVIT**

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

I (print name) D. ANDREW CASLIMIAN possess the legal authority to make this Affidavit.

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

**B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.**

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

**B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.**

The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)–(5) of this regulation.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

---

---

---

**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
  - (a) §7201, Attempt to Evade or Defeat Tax;
  - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
  - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
  - (d) §7206, Fraud and False Statements, or
  - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
  - (a) A court:
    - (i) Made the finding; and



- (ii) Decision became final; or
  - (b) The finding was:
    - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
    - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

- (a) A court:
  - (i) Made the finding; and
  - (ii) Decision became final; or
- (b) The finding was:
  - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
  - (ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

- (a) A court:
  - (i) Made the finding; and
  - (ii) Decision became final; or
- (b) The finding was:
  - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
  - (ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(14) of this regulation, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

---

---

---

**E. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

---

---

---

**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

---

---

---

**G. SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

**H. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**I. CERTIFICATION OF TAX PAYMENT**

I FURTHER AFFIRM THAT: Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**J. CONTINGENT FEES**

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

**K. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

(2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: \_\_\_\_\_

**L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)**

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

**M. I FURTHER AFFIRM THAT:**

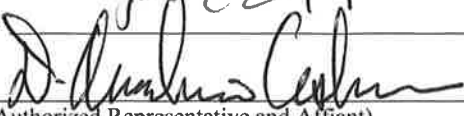
Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

**N. ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 5-22-19

By:   
(Authorized Representative and Affiant)

D. ANDREW CASHMAN  
(Printed or Typed Name)

MARYLAND LOTTERY & GAMING CONTROL AGENCY  
2019 MARYLAND STATE FAIR - SPONSORSHIP AGREEMENT (#2019-07)

Schedule 4  
CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) D. Andrew CASHMAN possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation —  domestic or  foreign;
- (2) Limited Liability Company —  domestic or  foreign;
- (3) Partnership —  domestic or  foreign;
- (4) Statutory Trust —  domestic or  foreign;
- (5)  Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: D. Andrew CASHMAN # D00152355

Address: 2200 YORK ROAD, TIMONIUM, MD 21093

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

C. FINANCIAL DISCLOSURE AFFIRMATION

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require the business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000.

**D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

**E. DRUG AND ALCOHOL FREE WORKPLACE**

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

**I CERTIFY THAT:**

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

- (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

**F. CERTAIN AFFIRMATIONS VALID**

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Proposal Affidavit dated May 22, 2019, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 5-22-19

By: [Signature]  
(Authorized Representative and Affiant)

D. ANDREW CASHMAN  
(Printed or Typed Name)