



**Request for Proposal For:**  
*Group Voluntary Accident and Critical Illness*

**The City of Hagerstown**

**December 2019**

**Please contact Jin Kim at CBIZ at [Jkim@cbiz.com](mailto:Jkim@cbiz.com) to receive the attachments to this RFP**



## I. Introduction

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### City of Hagerstown

**Proposed Effective Date:** July 1, 2020

**Proposal Due Date:** Wednesday, January 8, 2020 at 4:00 PM (ET)

#### ***Location***

City of Hagerstown  
1 East Franklin Street  
Hagerstown, MD 21740

#### ***Business***

Local Government

#### ***Current Voluntary Coverage (other than voluntary life)***

Group voluntary Accident and Critical Illness through Voya. Voya has not accepted new enrollments into this plan since 2010 due to group size.

#### ***Eligibility***

Active, full-time employees

#### ***Requested Coverage***

- Group voluntary Accident and Critical Illness
- Plan situs in Maryland
- Needs to be HSA compliant

#### **Accident:**

- Guaranteed issue
- No preexisting condition limitations
- 24 hour coverage, on and off the job
- Hospital admission and confinement benefit
- \$50 wellness benefit
- Recurrence benefit

#### **Critical Illness**

- Two options: \$15K or \$30K, Spouse and child election is 50% of EE amount
- Recurrence benefit
- Preferably no pre-existing condition limitation. If included, please note this within your proposal
- Portability included





- \$50 wellness benefit
- Issue age rates

**Commissions**

Please provide a quote with standard commissions.

The City of Hagerstown has retained CBIZ to prepare the specifications, examine all proposals, and make recommendations regarding the selection of carriers in connection with this marketing. **The information contained in the RFP is confidential and should not be shared with those outside your organization.**

All inquiries should be directed to the attention of Jin Kim ([Jkim@cbiz.com](mailto:Jkim@cbiz.com)) and Beckie Lewis ([RLewis@cbiz.com](mailto:RLewis@cbiz.com)).

**Deviations**

Any deviations to the requested plan designs must be clearly noted on a separate page of your proposal. Failure to comply with this request may disqualify your organization from the bid process.





## II. Specifications

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### Contract Situs

The contracts are to be issued in Maryland.

### Plan Effective Date/Anniversary Date

The proposed plan effective date is July 1, 2020. Plan anniversary date should be July 1.

### Guaranteed Rates

Proposals with multi-year rate guarantees will receive the most favorable consideration.

### Effective Date of Individual Coverage

Any employee who is covered by the current program must be fully covered by the new vendor selected to administer/underwrite The City's plan. No statements of health or medical evidence requirements are to be imposed for current levels of coverage.

### Continuity of Coverage/ No Loss/No Gain

There will be no loss/no gain of coverage for employees covered under the current plan. The selected vendor will provide continuous coverage to all current plan participants. All active-at-work requirements must be waived.

### Deadline

Submit one electronic copy of your written proposal to the CBIZ contact stated below no later than **Wednesday, January 8, 2020 at 4:00 PM (ET)**. **We will not extend this deadline and will not consider proposals received after the deadline.** If you elect to decline quotation, please advise us before the deadline.

**In addition, there will be no pricing revisions allowed. Therefore, please make your initial offer your best offer.**

### CBIZ Contacts

Your proposal package should be delivered electronically to Jin Kim at [Jkim@cbiz.com](mailto:Jkim@cbiz.com).

Direct all communications concerning this Request for Proposal to CBIZ. **Under no circumstances may a vendor contact the City.** All correspondence and discussion is confidential and should not be discussed with anyone. Failure to comply with this stipulation may result in your disqualification from the marketing process.

### Questions

Questions concerning the RFP must be forwarded to CBIZ no later than **3:00 PM (ET) on Friday, December 20, 2019**. They should be directed to the attention of Jin Kim ([Jkim@cbiz.com](mailto:Jkim@cbiz.com)), 443-259-3210. Do not contact anyone at The City during the RFP process regarding this RFP.





### **III. Requirements**

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#### **General**

##### **Notice**

The City requires a *minimum 90-day* notice for any rate change.

##### **Cancellation Provisions**

The City reserves the right to terminate its contract on any monthly premium due date, provided such notification is given at least 30 days in advance.

##### **Claims Office and Account Management Team**

To ensure compatibility, The City reserves the right to accept or decline designated claim processors and/or claim facilities and the account management team.

##### **Hold Harmless**

The vendor shall be responsible for and agree to indemnify and hold harmless The City from damages to property or injuries (including death) to any person(s) and any other losses, damages, expenses, claims, demands, suits and actions by any party against The City in connection with the work performed by the vendor.

##### **Confidentiality Agreement**

By accepting this RFP for consideration you agree to keep the information provided herein confidential. This requirement applies whether or not the recipient of the RFP package agrees to bid. Other than reports submitted to either The City or CBIZ, the recipient/bidder agrees not to publish or reproduce or in any other way divulge such information in whole or part, in any manner or form, or authorize or permit others to do so. Information may not be released to parties external to this process without the written consent of The City.

By completing this RFP you agree not to divulge the contents of your proposal to any other personnel if their names do not appear on this RFP. This stipulation is neither to impede nor inhibit your marketing or sales activity, but rather to ensure the confidentiality of your quotation.

##### **Vendors Errors/Omissions**

Neither The City nor CBIZ will be responsible for errors or omissions made in your proposal. You will be permitted to submit only one set of proposals. You may not revise or withdraw submitted proposals after the deadline date. After that, revisions to your original submission will not be allowed except as requested by CBIZ or The City. Therefore, please take care to make your bid a sound, yet competitive one.





## **Completeness**

Your proposal must be complete and comply with all aspects of these specifications. Unless you note to the contrary, we will assume that your proposal conforms to the specifications in every way.

## **Legal**

### **Named Claims Fiduciary**

You shall be the “Named Claims Fiduciary” regarding review of claims and regarding first level appeals of Adverse Benefit Determinations (as the term is defined in ERISA). In discharging your responsibilities, you shall act in accordance with the documents and instruments governing the plan, and any applicable federal or state law, including, without limitation, the procedures described in Section 503 of ERISA and regulations promulgated thereunder. You shall be the “appropriate named fiduciary” for the purpose of providing a participant who has an Adverse Benefit Determination with a full and fair review of the decision denying the claim. Your decision on appeal of the Adverse Benefit Determination shall be the final review for the plan. In exercising your fiduciary responsibility, you shall have sole and complete discretionary authority to determine eligibility for benefits, to construe the terms of the plan, to make factual determinations, and to determine the validity of charges submitted for reimbursement under the plan. You shall be deemed to have properly exercised such authority unless you have abused your discretion hereunder by acting arbitrarily and capriciously.

Notwithstanding the foregoing, The City shall be the administrator of the plan, and shall have sole and complete discretionary authority to determine questions relating to the eligibility of employees and dependents for participation in the plan, including determination of who is a participant. Nothing in the Contract shall limit the ability of The City to amend or terminate the plan.

## **Administrative**

### **Implementation**

Your organization agrees to assist with implementation and/or transition of information from prior or current vendors.

## **Financial**

### **Ad Hoc and Additional Fees**

Ad hoc/additional fees will not be incurred without advanced and clear notification to The City and authorization by The City.





**Document Preparation and Printing Costs**

The cost of claim forms and booklet-certificates must be included in your fees. The selected vendor will be expected to bear the cost of any and all printing expenses, including but not limited to the previously stated items and any communication materials.





## Questionnaire

- 1) Confirm that your proposal is for group benefits (not individual policies).
- 2) Will your rates be discounted if more than 1 product is sold?
- 3) Please indicate what level of financial support you can provide to the client to offset their costs for benefits administration and communications.
- 4) The City uses Munis HRIS System. Please confirm you are able to receive feed electronically from Munis, if the City is interested in building EDI enrollment feeds and housing enrollment within Munis' enrollment portal.
- 5) Outline all enrollment parameters. Please provide information your administrative and enrollment support capabilities. Are you able to provide one-on-one or group meetings? Are you able to provide an enrollment platform?
- 6) Are premiums based on attained age or issue age?
- 7) **Will you require face-to-face enrollment meetings? If yes, how are your enrollers paid?**
- 8) What is the participation requirement?
- 9) Will employees only be allowed to enroll during open enrollment or will they have the opportunity to enroll throughout the year? Will new hires be able to enroll at time of eligibility?
- 10) Are benefits paid pre-tax or post-tax?
- 11) Are there any underwriting requirements (pre-existing condition limitations)?
- 12) What are the guaranteed issue limits?
- 13) Are all coverages quoted portable?
- 14) Describe the appeal process for denied claims. What are the different levels of review and your timing standards?
- 15) What policy information (SPD, certificate, etc) is provided to participants?
- 16) Will billing be a list or self-bill?
- 17) Can customer service be contacted online? Can claims status be checked online? Please describe any other online capabilities available to employees and administrative staff.
- 18) Will you provide a dedicated Account Manager for the group?
- 19) Are benefit payouts reduced for covered spouse or child?
- 20) How are critical illness benefits paid? Are they paid per illness or are covered illnesses confined to categories?
- 21) Provide your organization's most recent financial ratings from AM Best, Standard & Poors, Moody's and Fitch
- 22) Provide a sample implementation timeline and project plan, assuming you are awarded the business by May 1<sup>st</sup>, for a 7/1/20 effective date.
- 23) Provide 3 client references that the City may contact directly that are similar in size and scope. The references should include company name, address, contact name, email and phone number.





- 24) What are the hours of your employee customer service line? State the location(s) of the customer service office(s) that would be assigned to this account.
- 25) Do you offer a pre-enrollment website for potential members? Please describe. Is a demo site available for review prior to vendor selection?

**Attachments:**

- a. Census

Please address any questions and return your quote to:

Jin Kim

443.259.3210

[Jkim@cbiz.com](mailto:Jkim@cbiz.com)



Date of Birth	Gender	Home Address Line 1 1	Home City 1	Home State 1	Home Zip 1	Pay Annual Salary
08/25/1950	M	20042 TRENKAIL ROAD	HAGERSTOWN	MD	21742	89,869.52
03/05/1956	M	11544 ENGLEWOOD ROAD	HAGERSTOWN	MD	21740	63,273.60
07/29/1951	F	1325 OUTER DRIVE	HAGERSTOWN	MD	21742	58,456.32
11/03/1957	M	11734 WHITE HALL ROAD	SMITHSBURG	MD	21783	63,273.60
05/27/1953	F	306 BRYAN PLACE	HAGERSTOWN	MD	21740	49,961.60
11/13/1953	M	13858 DRY RUN ROAD	CLEAR SPRING	MD	21722	60,236.80
10/04/1956	M	15712 GREGORY COURT	HAGERSTOWN	MD	21740	103,230.40
01/07/1956	M	19508 MARSH CIRCLE	HAGERSTOWN	MD	21742	63,273.60
08/14/1958	M	16829 SPRECHER ROAD	SHARPSBURG	MD	21782	63,273.60
01/29/1963	M	13343 CEARFOSS PIKE	HAGERSTOWN	MD	21740	60,236.80
11/12/1958	F	1521 BROADFORDING ROAD	HAGERSTOWN	MD	21740	61,118.20
05/10/1958	M	14832 WHITE OAK RIDGE	HANCOCK	MD	21750	74,340.24
09/14/1962	M	1009 MAIN AVENUE	HAGERSTOWN	MD	21740	45,510.40
02/16/1960	M	1502 HOWELL ROAD	HAGERSTOWN	MD	21740	57,553.60
03/30/1958	F	12930 KEEFER ROAD	BIG POOL	MD	21711-1106	57,592.08
04/30/1962	M	854 ANTHONY AVE.	WAYNESBORO	PA	17268	62,326.68
05/06/1962	M	13 W. POPLAR STREET	FUNKSTOWN	MD	21734	86,028.80
01/25/1961	M	16 FRICK AVE	WAYNESBORO	PA	17268	54,828.80
12/14/1963	M	10825 LINCOLN AVENUE	HAGERSTOWN	MD	21740	94,528.20
09/30/1968	M	7233 HILLVIEW DRIVE	SHARPSBURG	MD	21782	57,553.60
01/16/1961	M	214 DANCING LEAF DRIVE	MARTINSBURG	WV	25403	94,528.20
09/23/1963	M	11035 SHANKTOWN ROAD	BIG POOL	MD	21711	60,611.20
08/23/1961	M	6625 DAM#4 ROAD	SHARPSBURG	MD	21782	66,227.20
11/11/1957	F	225 KEEPSAKE DRIVE	FALLING WATERS	WV	25419	54,828.80
09/21/1950	M	633 ANTIETAM DRIVE	HAGERSTOWN	MD	21742	52,811.20
03/06/1963	M	8923 LIGHT STREET	WILLIAMSPORT	MD	21795	73,242.00
08/16/1964	M	19 LEHIGH AVENUE	HAGERSTOWN	MD	21742	45,510.40
10/08/1968	M	10607 HARRY HETH ROAD	WILLIAMSPORT	MD	21795	77,613.12
09/20/1952	M	17309 TAMARACK DRIVE	WILLIAMSPORT	MD	21795	73,242.00
09/05/1964	M	20528 JEFFERSON BLVD.	HAGERSTOWN	MD	21742	85,965.36
03/05/1963	M	50 ROCHESTER PLACE #24	HAGERSTOWN	MD	21740	57,928.00
09/30/1964	M	17 MT. HEBRON ROAD	KEEDYSVILLE	MD	21756	93,131.48
08/20/1964	M	15519 NATIONAL PIKE	HAGERSTOWN	MD	21740	54,828.80
11/06/1968	F	710 PARK LANE	HAGERSTOWN	MD	21742	62,326.68

08/16/1966	M	17730 TAYLORS LANDING ROAD	SHARPSBURG	MD	21782	64,521.08
05/13/1961	M	12036 GREENDALE DRIVE	HAGERSTOWN	MD	21742	60,611.20
01/14/1962	M	13402 HERMAN MYERS ROAD	HAGERSTOWN	MD	21742	69,284.80
08/10/1958	M	1091 MURDOCK AVE	HAGERSTOWN	MD	21740	69,284.80
05/25/1965	M	347 CHARTRIDGE DRIVE	HAGERSTOWN	MD	21742	64,521.08
01/19/1963	M	P.O. BOX 184	FUNKSTOWN	MD	21734	64,521.08
04/10/1965	F	9408 MUSKET COURT	HAGERSTOWN	MD	21740	81,284.32
02/04/1957	F	13938 COUNTRYSIDE DRIVE	MAUGANSVILLE	MD	21767	58,456.32
02/26/1963	M	526 BROWN AVENUE	HAGERSTOWN	MD	21740	76,793.60
07/07/1959	M	13459 STATION LANE	SMITHSBURG	MD	21783	67,197.00
04/20/1972	F	290 FLIGHT-O-ARROWS WAY	MARTINSBURG	WV	25403	61,118.20
01/19/1970	F	7918 PENDLETON COURT	BOONSBORO	MD	21713	57,553.60
02/21/1967	M	15092 STONE RIDGE DRIVE	GREENCASTLE	PA	17225	62,326.68
03/31/1962	M	931 W IRVIN AVE	HAGERSTOWN	MD	21742	46,467.20
09/03/1951	M	729 ANTIETAM DR.	HAGERSTOWN	MD	21742	74,225.32
08/07/1962	F	10531 BUSHWILLOW WAY	HAGERSTOWN	MD	21740	57,592.08
02/12/1960	F	328 CHIMNEYSTONE COURT	HAGERSTOWN	MD	21742	50,183.12
08/28/1953	F	534 PANGBORN BOULEVARD	HAGERSTOWN	MD	21742	52,533.52
09/07/1967	M	14704 ST. PAUL ROAD	CLEAR SPRING	MD	21722	64,521.08
12/08/1971	M	13839 NORTHCREST RD	HAGERSTOWN	MD	21742	62,326.68
05/16/1954	M	P.O. BOX 18	CAVETOWN	MD	21720	63,273.60
11/10/1965	M	13427 EDGEMONT ROAD	SMITHSBURG	MD	21783	57,553.60
08/09/1962	F	17826 GARDENSPOT DRIVE	HAGERSTOWN	MD	21740	54,724.80
01/26/1961	M	19104 SANDY HOOK ROAD	KNOXVILLE	MD	21758	66,227.20
03/16/1966	M	12717 PARK HEAD ROAD	BIG POOL	MD	21711	113,547.20
03/02/1964	M	13508 CHAD'S TERRACE	HAGERSTOWN	MD	21740	125,742.24
10/14/1969	M	22544 CAVETOWN CHURCH RD	CAVETOWN	MD	21720	71,407.44
03/26/1972	M	63 LEXY COURT	MONT ALTO	PA	17237	57,553.60
12/05/1969	M	P.O. BOX 389	STATE LINE	PA	17263	49,961.60
12/15/1960	M	134 HIGH STREET	HAGERSTOWN	MD	21740	53,414.40
06/11/1963	M	9745 DOWNSVILLE PIKE	HAGERSTOWN	MD	21740	77,712.44
10/22/1970	M	107 WAKEFIELD ROAD	HAGERSTOWN	MD	21740	66,227.20
10/16/1965	M	11850 IVANHOE DRIVE	WAYNESBORO	PA	17268	64,521.08
07/14/1968	M	701 KNIGHTSBRIDGE DRIVE APT 8	HAGERSTOWN	MD	21740	79,904.76
12/06/1967	M	812 INTERVAL ROAD	HAGERSTOWN	MD	21740	50,502.40

12/13/1952	M	322 EAST IRVIN AVENUE	HAGERSTOWN	MD	21742	8,000.20
07/28/1968	M	12416 NESBITT AVENUE	CLEAR SPRING	MD	21722	76,793.60
05/27/1962	F	11800 INDIAN LANE	HAGERSTOWN	MD	21742	113,261.20
08/09/1970	M	22227 RINGGOLD PIKE	HAGERSTOWN	MD	21742	66,227.20
10/03/1968	M	15860 BROAD CREEK DRIVE	CLEAR SPRING	MD	21722	62,326.68
07/03/1972	M	4679 A ZANA CT.	WAYNESBORO	PA	17268	56,097.60
05/20/1969	M	12752 INDEPENDENCE ROAD	CLEAR SPRING	MD	21722	64,521.08
07/06/1972	M	15265 COBBLE DRIVE	GREENCASTLE	PA	17225	74,796.80
07/29/1970	M	183 DALZELL LANE	MCCONNELLSBURG	PA	17233	74,796.80
12/30/1973	M	10251 GRINDSTONE HILL RD	GREENCASTLE	PA	17225	74,796.80
05/23/1982	M	328 MARTINA DRIVE	CHAMBERSBURG	PA	17201	69,526.08
03/03/1975	M	21344 GREENBRIER RD	BOONSBORO	MD	21713	61,651.20
09/16/1958	M	905 WOODLAND WAY	HAGERSTOWN	MD	21742	27,999.92
12/26/1972	M	6016 MARSH ROAD	WAYNESBORO	PA	17268	79,514.76
07/12/1967	M	204 S. ARTIZAN STREET	WILLIAMSPORT	MD	21795	64,521.08
11/07/1973	M	13047 LITTLE ANTIETAM RD.	HAGERSTOWN	MD	21742	64,521.08
05/19/1969	M	249 NORTH BROAD STREET	WAYNESBORO	PA	17268	86,028.80
06/27/1969	F	15712 GREGORY COURT	HAGERSTOWN	MD	21740	62,326.68
09/03/1974	M	11442 ROCKHILL RD	HAGERSTOWN	MD	21740	62,326.68
05/03/1972	M	15721 DELLINGER ROAD	WILLIAMSPORT	MD	21795	74,796.80
03/05/1973	M	7820 ABBOTT DRIVE	BOONSBORO	MD	21713	86,028.80
02/24/1973	M	3725 MOUNTAIN SHADOW CIRCLE	FAYETTEVILLE	PA	17222	62,326.68
08/29/1972	M	11519 GRANT SHOOK RD	GREENCASTLE	PA	17225	62,326.68
04/06/1963	M	316 ANTIETAM DRIVE	HAGERSTOWN	MD	21742	58,718.40
05/02/1968	M	28 BERKSHIRE DRIVE	FALLING WATERS	WV	25419	76,935.56
01/15/1958	M	17812 VIRGINIA AVENUE	HAGERSTOWN	MD	21740	64,521.08
02/18/1963	M	13121 WELTY ROAD, UNIT #6	WAYNESBORO	PA	17268	67,516.80
03/19/1961	M	21747 CHEWSVILLE ROAD	SMITHSBURG	MD	21783	64,521.08
09/09/1971	M	114 N. MAIN STREET	KEEDYSVILLE	MD	21756	64,521.08
08/27/1970	M	12813 EL PASO DRIVE	HAGERSTOWN	MD	21742	61,651.20
07/21/1964	M	217 HEBB ROAD	HAGERSTOWN	MD	21740	58,718.40
02/11/1965	M	17818 VIRGINIA AVENUE	HAGERSTOWN	MD	21740	114,960.56
10/16/1971	M	7501 FRIENDSHIP VILLAGE ROAD	CHAMBERSBURG	PA	17202	103,230.40
08/29/1972	M	249 HERITAGE ROAD	CHAMBERSBURG	PA	17202	62,326.68
12/05/1977	F	12625 PECKTONVILLE ROAD	BIG POOL	MD	21711	62,326.68

03/19/1978	M	9037 RINEHART DRIVE	WAYNESBORO	PA	17268	86,028.80
07/13/1951	F	19218 FOXLEIGH CT	HAGERSTOWN	MD	21742	48,587.76
09/29/1977	F	17407 LAPPANS ROAD	FAIRPLAY	MD	21733	86,028.80
01/27/1968	F	14276 SHELBY CIRCLE	HAGERSTOWN	MD	21740	52,561.60
09/18/1958	M	20342 JEFFERSON BOULEVARD	HAGERSTOWN	MD	21742	44,345.60
07/12/1972	F	311 KEY AVENUE	HAGERSTOWN	MD	21740	46,592.00
06/29/1971	M	13026 CHURCH HILL COURT	HAGERSTOWN	MD	21740	62,326.68
12/31/1971	M	542 HILLTOP CIRCLE	GREENCASTLE	PA	17225	62,326.68
08/17/1970	M	2466 STONEYBREAK ROAD	WARFORDSBURG	PA	17267	64,521.08
12/25/1979	M	10312 BEAR CREEK DRIVE	HAGERSTOWN	MD	21740	64,521.08
08/19/1978	M	1660 WOODSTOCK RD	FAYETTEVILLE	PA	17222	62,326.68
09/21/1977	M	8544 PETE WILES ROAD	MIDDLETOWN	MD	21769	82,093.96
04/11/1964	M	1620 WOODLANDS RUN	HAGERSTOWN	MD	21742	64,268.88
05/04/1959	F	12482 HARVEY ROAD	CLEAR SPRING	MD	21722	48,048.00
09/29/1967	M	140 N. COLONIAL DRIVE	HAGERSTOWN	MD	21742	79,514.76
12/06/1978	M	142 PINE TREE DR	NEWVILLE	PA	17241	74,796.80
12/31/1964	M	19510 MEADOWBROOK ROAD	HAGERSTOWN	MD	21742	94,528.20
02/25/1959	F	201 PANGBORN BLVD	HAGERSTOWN	MD	21740	98,854.60
08/26/1978	M	14041 SPICKLER ROAD	CLEAR SPRING	MD	21722	61,651.20
12/07/1970	M	275 DEER LICK LANE	WARFORDSBURG	PA	17267	61,651.20
12/10/1964	M	408 MCDONALD DRIVE	INWOOD	WV	25428	82,093.96
04/13/1970	M	402 BEAVER CREEK ROAD	HAGERSTOWN	MD	21740	64,521.08
11/23/1965	M	18336 BUCKEYE CIRCLE	HAGERSTOWN	MD	21740	62,051.60
11/30/1965	M	2012 SCRABBLE ROAD	MARTINSBURG	WV	25404	103,380.16
04/12/1968	M	3629 HARPERS FERRY ROAD	SHARPSBURG	MD	21782	64,521.08
06/17/1980	M	9126 APPLE JACK DRIVE	MERCERSBURG	PA	17236	90,268.36
05/04/1967	M	62 PORTSMOUTH CT	FALLING WATERS	WV	25419	64,521.08
03/09/1963	M	16838 TAMMANY MANOR ROAD	WILLIAMSPORT	MD	21795	60,091.20
01/08/1966	M	10920 GAYWOOD DR	HAGERSTOWN	MD	21740	64,521.08
01/22/1960	F	30 S. CONOCOCHUEGUE STREET	WILLIAMSPORT	MD	21795	81,284.32
11/15/1973	M	136 ORCHARD DR	BOONSBORO	MD	21713	64,521.08
08/13/1973	M	1109 FRY AVENUE	HAGERSTOWN	MD	21742	64,521.08
05/10/1978	M	8302 REICHARD ROAD	FAIRPLAY	MD	21733	81,744.00
02/03/1968	F	10607 HARRY HETH ROAD	WILLIAMSPORT	MD	21795	58,094.92
03/30/1982	M	5770 TRANQUIL WAY	GREENCASTLE	PA	17225	62,326.68

06/20/1959	M	19352 MAGGIE'S COURT	BOONSBORO	MD	21713	95,623.32
12/13/1973	M	12116 GEARHART ROAD	GREENCASTLE	PA	17225	62,326.68
07/24/1978	M	2 AUDUBON WAY	KEEDYSVILLE	MD	21756	62,326.68
07/28/1976	M	115 HAMILTON ROAD	CHAMBERSBURG	PA	17201	62,326.68
04/09/1967	M	350 WESTSIDE AVENUE	HAGERSTOWN	MD	21740	60,091.20
03/30/1966	M	10537 FISH AND GAME ROAD	WAYNESBORO	PA	17268	89,869.52
06/23/1975	M	16314 WISHARD ROAD	HAGERSTOWN	MD	21740	54,724.80
04/16/1965	M	430 1/2 MECHANIC STREET	HAGERSTOWN	MD	21740	60,091.20
02/09/1969	M	812 MULBERRY AVE.	HAGERSTOWN	MD	21742	52,166.40
06/30/1980	M	13004 BLUE RIDGE ROAD	HAGERSTOWN	MD	21742	74,334.52
07/14/1970	M	846 FREDERICK ST	HAGERSTOWN	MD	21740	60,091.20
05/26/1975	M	14338 CLEAR SPRING ROAD	WILLIAMSPORT	MD	21795	60,091.20
08/13/1983	M	13807 EDEN DRIVE	HAGERSTOWN	MD	21742	90,268.36
12/09/1966	M	PO BOX 55	FUNKSTOWN	MD	21734	64,521.08
07/22/1969	M	244 S. SIXTH STREET	CHAMBERSBURG	PA	17201	71,886.88
08/26/1975	M	11267 CLAY LICK ROAD	MERCERSBURG	PA	17236	74,796.80
12/04/1980	M	1258 DIVINITY DRIVE	GREENCASTLE	PA	17225	74,796.80
09/01/1964	M	911 SUMMIT AVE	HAGERSTOWN	MD	21740	140,473.32
01/06/1969	M	8784 ANTRIM CHURCH ROAD	GREENCASTLE	PA	17225	54,724.80
07/15/1967	F	1401 W. CHURCH STREET	HAGERSTOWN	MD	21740	45,219.20
07/10/1971	M	2320 LONGS GAP ROAD	CARLISLE	PA	17013	64,521.08
05/18/1973	M	12030 GEHR ROAD	WAYNESBORO	PA	17268	64,521.08
10/23/1964	M	1140 KENLEY AVE	HAGERSTOWN	MD	21740	57,241.60
05/21/1970	F	408 S. ARTIZAN STREET	WILLIAMSPORT	MD	21795	54,951.00
02/18/1983	M	14322 MISTY MEADOW ROAD	SMITHSBURG	MD	21783	64,521.08
09/10/1967	M	25 AVALON LANE	BERKELEY SPRINGS	WV	25411	79,747.20
08/06/1960	F	323 CHIMNEYSTONE COURT	HAGERSTOWN	MD	21742	84,585.28
04/28/1966	M	203 S. PROSPECT	HAGERSTOWN	MD	21740	44,720.00
08/26/1965	M	10901 HOLLY TERRACE	HAGERSTOWN	MD	21740	60,091.20
10/20/1965	M	421 WASHINGTON STREET	EVERETT	PA	15537	52,166.40
05/12/1967	M	280 MILL STREET	HAGERSTOWN	MD	21740	60,214.96
02/02/1974	F	7607 ROXBURY ROAD	SHIPPENSBURG	PA	17257	47,465.60
10/22/1980	M	39 NORTH LINDEN AVENUE	GREENCASTLE	PA	17225	64,521.08
05/30/1982	M	12483 GRANT SHOOK ROAD	GREENCASTLE	PA	17225	62,326.68
11/12/1973	M	1031 CULP ROAD	BERKELEY SPRINGS	WV	25411	62,326.68

02/10/1962	F	19508 MARSH CIRCLE	HAGERSTOWN	MD	21742	60,091.20
07/08/1958	M	17465 CINDY LANE	HAGERSTOWN	MD	21740	60,091.20
02/01/1973	M	29 FISER LANE	MARTINSBURG	WV	25404	52,166.40
11/13/1980	M	4333 MAIN ST.	ROHRERSVILLE	MD	21779	52,166.40
09/15/1971	M	12039 SHERWOOD DRIVE	HAGERSTOWN	MD	21740	74,225.32
06/05/1964	F	417 N. POTOMAC STREET	HAGERSTOWN	MD	21740	54,139.28
11/01/1968	M	10849 WHITE HALL ROAD	SMITHSBURG	MD	21783	54,724.80
01/11/1973	M	P.O. BOX 445	CLEAR SPRING	MD	21722	57,241.60
02/21/1978	M	18826 BRIARWOOD DRIVE	HAGERSTOWN	MD	21742	64,521.08
01/06/1975	M	802 SHANNON DRIVE NORTH	GREENCASTLE	PA	17225	64,521.08
10/23/1979	M	13514 WELLSRING DR.	HAGERSTOWN	MD	21740	64,521.08
11/25/1978	M	19408 JESWOOD DRIVE	HAGERSTOWN	MD	21740	103,380.16
03/06/1981	M	373 WOODPOINT AVENUE	HAGERSTOWN	MD	21740	59,883.72
09/17/1982	M	5507 RICE HOLLOW ROAD	GREENCASTLE	PA	17225	59,883.72
12/26/1983	M	13526 SPRIGGS RD	HAGERSTOWN	MD	21742	59,883.72
04/06/1974	M	3989 PERCY AVENUE	CHAMBERSBURG	PA	17202	59,883.72
11/03/1979	M	401 LEEDY WAY EAST	CHAMBERSBURG	PA	17202	94,528.20
05/07/1981	M	1076 WEBLING CIRCLE	GREENCASTLE	PA	17225	74,796.80
07/11/1963	F	291 PRADO WAY	BERKELEY SPGS	WV	25411	117,676.52
01/27/1986	M	416 BEAVER CREEK ROAD	HAGERSTOWN	MD	21740	58,531.20
01/24/1979	M	132 CASTEEL DRIVE	MARTINSBURG	WV	25404	54,724.80
12/18/1964	M	12321 SHELBY AVENUE	WAYNESBORO	PA	17268	74,796.80
05/31/1972	F	12651 PECKTONVILLE ROAD	BIG POOL	MD	21711	45,219.20
10/11/1955	M	BOX #9 8821 ANTHONY HWY	QUINCY	PA	17247	60,091.20
05/03/1973	M	16906 SHEFFIELD CT	WILLIAMSPORT	MD	21795	54,724.80
03/15/1972	M	11128 BIG POOL ROAD	BIG POOL	MD	21711	49,649.60
04/15/1976	M	PO BOX 262	CLEAR SPRING	MD	21722	63,300.12
04/30/1984	M	7325 FAIRPLAY RD	BOONSBORO	MD	21713	63,300.12
07/04/1981	M	19674 LONGMEADOW ROAD	HAGERSTOWN	MD	21742	63,300.12
09/09/1960	M	14409 NATIONAL PIKE	CLEAR SPRING	MD	21722	60,091.20
04/04/1982	M	314 VERDIER STREET	MONT ALTO	PA	17237	59,883.72
07/13/1983	M	6131 PICNIC WOODS ROAD	JEFFERSON	MD	21755	59,883.72
08/08/1984	M	10618 GREENWICH DRIVE	WILLIAMSPORT	MD	21795	74,796.80
08/16/1955	M	8536 COUNTRY HOME LANE	BOONSBORO	MD	21713	65,811.20
06/14/1971	M	11722 BIG POOL RD	CLEAR SPRING	MD	21722	63,300.12

11/17/1981	M	2064 HOFFMASTER ROAD	KNOXVILLE	MD	21758	63,300.12
06/19/1976	M	700 PROMISE LAND RD	MCCONNELLSBURG	PA	17233	63,300.12
11/12/1970	M	4245 HEIPLE COURT	GREENCASTLE	PA	17225	63,300.12
10/05/1961	M	12547 CLEARBROOK LANE	CLEAR SPRING	MD	21722	59,645.56
05/04/1986	M	1152 ORRSTOWN RD	SHIPPENSBURG	PA	17257	63,300.12
06/18/1983	F	712 INTERVAL ROAD	HAGERSTOWN	MD	21740	74,437.48
02/14/1981	M	405 WHITE MULE LANE	HARPERS FERRY	WV	25425	63,300.12
05/05/1985	M	2402 HARPERS FERRY ROAD	SHARPSBURG	MD	21782	63,300.12
11/21/1985	M	11609 CEDAR RIDGE ROAD	WILLIAMSPORT	MD	21795	62,200.32
04/05/1962	M	11434 BOYD ROAD	CLEAR SPRING	MD	21722	55,806.40
06/11/1984	M	10460 MONTA VISTA DRIVE	WAYNESBORO	PA	17268	58,362.72
01/24/1985	M	218 UNIVERSITY DRIVE	MONT ALTO	PA	17237	58,362.72
02/24/1958	M	9707 COATBRIDGE LANE	HAGERSTOWN	MD	21740	55,806.40
12/29/1983	F	16826 POWELL ROAD	SHARPSBURG	MD	21782	88,454.08
09/19/1980	M	952 VIEW STREET	HAGERSTOWN	MD	21742	64,084.80
04/10/1967	M	22002 JEFFERSON BLVD	SMITHSBURG	MD	21783	58,531.20
05/01/1968	M	2210 MURTHA DRIVE	CHAMBERSBURG	PA	17202	58,531.20
10/14/1984	M	434 HOUSEHOLDER RD	HEDGESVILLE	WV	25427	58,362.72
02/27/1985	M	160 AYLESBURY LANE	MARTINSBURG	WV	25403	58,362.72
04/30/1971	M	11517 GREENBERRY ROAD	HAGERSTOWN	MD	21740	58,362.72
06/20/1971	M	12573 WILLIAMSPORT PIKE	GREENCASTLE	PA	17225	58,362.72
02/10/1979	M	2308 OCRACOKE ISLAND COURT	CHAMBERSBURG	PA	17202	58,362.72
07/24/1957	M	11022 HICKORY SCHOOL ROAD	WILLIAMSPORT	MD	21795	64,171.12
02/09/1979	M	332 AVON ROAD	HAGERSTOWN	MD	21740	62,326.68
11/09/1971	F	16618 VIRGINIA AVENUE	WILLIAMSPORT	MD	21795	34,569.60
10/12/1985	M	15030 CLEAR SPRING ROAD	WILLIAMSPORT	MD	21795	64,871.04
12/06/1966	F	912A POTOMAC AVENUE	HAGERSTOWN	MD	21742	50,752.00
02/06/1965	F	2244 SHINHAM RD	GREENCASTLE	PA	17225	54,685.28
02/23/1983	M	19 WOODSEdge DRIVE	ELIZABETHTOWN	PA	17022	61,200.36
11/18/1977	M	11902 SUNSET CIRCLE	HAGERSTOWN	MD	21742	61,200.36
10/07/1978	M	14652 SAINT PAUL ROAD	CLEAR SPRING	MD	21722	61,200.36
08/30/1986	M	14365 TOLLGATE RIDGE	HANCOCK	MD	21750	61,200.36
06/06/1988	M	35 LAUREL STREET	HAGERSTOWN	MD	21742	61,200.36
11/24/1987	M	321 1/2 LINCOLN WAY WEST	CHAMBERSBURG	PA	17201	61,200.36
09/24/1973	M	52 W. BISHOP LANE	SMITHSBURG	MD	21783	61,200.36

12/22/1987	M	11514 PINESBURG ROAD	WILLIAMSPORT	MD	21795	61,200.36
12/13/1973	M	5778 OAKWOOD DRIVE	MERCERSBURG	PA	17236	61,200.36
05/22/1961	M	835 W. WASHINGTON ST.	HAGERSTOWN	MD	21740	55,806.40
08/01/1984	M	1062 S. POTOMAC STREET	HAGERSTOWN	MD	21740	56,841.20
12/22/1983	M	317 WILLOW BROOK WAY	HAGERSTOWN	MD	21742	68,224.00
05/28/1965	F	19208 CRANBERRY COURT	HAGERSTOWN	MD	21742	52,849.68
09/12/1962	M	17828 PIN OAK ROAD	HAGERSTOWN	MD	21740	77,712.44
10/07/1951	M	15844 HALLEMAN LANE	SHARPSBURG	MD	21782	55,806.40
02/09/1983	M	11736 WOLFSVILLE RD	SMITHSBURG	MD	21783	58,362.72
12/22/1975	F	13135 BIKLE RD.	SMITHSBURG	MD	21783	45,855.68
10/05/1970	F	14714 FALLING WATERS ROAD	WILLIAMSPORT	MD	21795	34,569.60
03/28/1949	F	13613 DIXIE DRIVE	HAGERSTOWN	MD	21742	46,300.80
04/12/1982	M	207 SYCAMORE ROAD	MOUNT AIRY	MD	21771	68,224.00
09/25/1976	M	10185 ETHEL COURT	MANASSAS	VA	20111	59,199.92
11/09/1980	M	32 LONESOME ROAD	NEWVILLE	PA	17241	59,199.92
12/20/1972	M	12749 PECTONVILLE ROAD	BIG POOL	MD	21711	43,844.32
12/11/1986	F	16 CHESTNUT AVENUE	BOONSBORO	MD	21713	56,849.52
07/17/1987	M	8 OAKTREE LANE	WILLIAMSPORT	MD	21795	58,531.20
10/27/1985	M	1370 MEMORY LANE	CHAMBERSBURG	PA	17201	52,272.48
06/05/1981	F	1027 POTOMAC AVENUE	HAGERSTOWN	MD	21742	60,127.60
09/01/1957	M	116 BESTER STREET	HAGERSTOWN	MD	21740	59,450.56
06/20/1966	M	100 GREENWICH DRIVE	WALKERSVILLE	MD	21793	60,214.96
06/10/1967	F	11316 RIDGE CREST DRIVE	WAYNESBORO	PA	17268	106,355.08
09/23/1982	M	944 KASINOF AVE	HAGERSTOWN	MD	21740	50,752.00
05/17/1971	F	275 DEER LICK LANE	WARFORDSBURG	PA	17267	120,081.00
06/30/1979	M	24 SANDY SPRING LANE	THURMONT	MD	21788	53,658.28
10/27/1983	M	717 CUMBERLAND AVENUE	CHAMBERSBURG	PA	17201	48,422.40
02/09/1973	M	19242 OLDE WATERFORD ROAD	HAGERSTOWN	MD	21742	84,695.00
02/09/1961	M	11017 ROESSNER AVE	HAGERSTOWN	MD	21740	89,869.52
09/09/1967	M	1012 S COLDBROOK AVE	CHAMBERSBURG	PA	17201	64,084.80
04/20/1984	M	65 VICEROY DRIVE	FALLING WATERS	WV	25419	53,002.56
09/20/1980	M	21012 SAN MAR RD	BOONSBORO	MD	21713	76,065.60
06/17/1991	M	2267 ORRSTOWN ROAD	SHIPPENSBURG	PA	17257	57,429.32
02/11/1966	M	11438 BOYD RD	CLEAR SPRING	MD	21722	51,105.60
04/22/1972	M	12902 COHILL RD	CLEAR SPRING	MD	21722	67,209.48

01/15/1988	M	277 DELANIE DRIVE	GREENCASTLE	PA	17225	50,756.16
12/21/1960	M	418 LIBERTY STREET	HAGERSTOWN	MD	21740	38,688.00
04/24/1971	M	23 HIGHVIEW RD	HARPERS FERRY	WV	25425	53,664.00
07/24/1991	M	146 KENNEDY STREET	CHAMBERSBURG	PA	17202	64,871.04
06/09/1969	M	13731 SEIBERTS LANE	CLEAR SPRING	MD	21722	56,118.40
07/24/1961	M	11003 HOPEWELL RD	HAGERSTOWN	MD	21740	103,380.16
09/08/1974	M	13803 WEBER WAY	HAGERSTOWN	MD	21742	57,429.32
04/22/1972	M	17631 HEISTERBORO RD	HAGERSTOWN	MD	21740	51,105.60
12/12/1962	M	102 ELM ST	MONT ALTO	PA	17237	79,414.40
08/09/1975	M	1217 VIRGINIA AVE	HAGERSTOWN	MD	21740	8,000.20
07/21/1980	M	10911 ORLEANS RD NE	LITTLE ORLEANS	MD	21766	51,105.60
09/13/1967	F	16616 MOSBY DRIVE	WILLIAMSPORT	MD	21795	46,592.00
06/18/1974	F	13315 JOHN MARTIN DRIVE	WILLIAMSPORT	MD	21795	67,197.00
02/27/1970	F	14 OAKTREE LANE	WILLIAMSPORT	MD	21795	44,345.60
08/14/1987	M	237 POTOMAC HEIGHTS	HAGERSTOWN	MD	21742	49,234.64
09/01/1977	M	114 BESTER STREET	HAGERSTOWN	MD	21740	55,890.12
12/14/1988	M	18819 PRESTON ROAD	HAGERSTOWN	MD	21742	55,890.12
05/08/1987	F	110 KEY STREET	HAGERSTOWN	MD	21741	37,440.52
04/05/1982	M	11630 HONEY RUN LANE	WAYNESBORO	PA	17268	55,319.68
03/15/1985	M	10909 CLINTON AVE	HAGERSTOWN	MD	21740	55,890.12
11/01/1990	F	12957 MARTIN LANE	BLUE RIDGE SM	PA	17214	49,234.64
08/03/1989	M	6 DORSET COURT	CHAMBERSBURG	PA	17201	48,859.20
11/08/1968	M	P.O. BOX 455	FALLING WATERS	WV	25419	53,664.00
08/06/1993	M	802 WOODLAND WAY	HAGERSTOWN	MD	21742	53,664.00
04/15/1993	M	16374 SPIELMAN ROAD	WILLIAMSPORT	MD	21795	53,664.00
09/27/1991	M	3948-A HARPERS FERRY ROAD	SHARPSBURG	MD	21782	49,234.64
01/22/1970	F	195 HEARTWOOD LANE	WARFORDSBURG	PA	17267	51,996.88
08/21/1971	M	9628 CAFOXA DR	WILLIAMSPORT	MD	21795	74,225.32
06/05/1958	M	67 WEST WALTER AVE	GREENCASTLE	PA	17225	49,942.36
08/03/1986	M	8115 BALL ROAD	FREDERICK	MD	21704	51,105.60
12/12/1991	M	271 MIMOSA DRIVE	MARTINSBURG	WV	25404	47,713.12
11/11/1984	M	111 SHADOW LANE	MARTINSBURG	WV	25403	47,713.12
05/22/1958	M	13013 CLOPPER RD	HAGERSTOWN	MD	21742	51,105.60
06/09/1986	F	11650 DAM #5 ROAD	CLEAR SPRING	MD	21722	67,821.52
04/30/1972	M	1180 HOLLYWELL AVE	CHAMBERSBURG	PA	17201	65,351.52

01/30/1991	M	430 MILLER ROAD	YORK HAVEN	PA	17370	47,713.12
08/08/1989	M	11796 CAROL AVENUE	GREENCASTLE	PA	17225	47,713.12
02/18/1983	M	12957 MARTIN LANE	BLUE RIDGE SM	PA	17214	47,713.12
03/01/1996	M	15547 CLEAR SPRING ROAD	WILLIAMSPORT	MD	21795	35,172.80
07/22/1977	M	14843 WHITE OAK RIDGE	HANCOCK	MD	21750	48,859.20
10/03/1987	M	8265 TOMSTOWN RD	WAYNESBORO	PA	17268	47,713.12
08/31/1977	M	14718 WHITE OAK RIDGE	HANCOCK	MD	21750	51,105.60
08/21/1986	M	15680 WEDGEWOOD DRIVE	GREENCASTLE	PA	17225	76,564.28
06/25/1970	F	1337 SALEM AVENUE #2	HAGERSTOWN	MD	21740	35,172.80
03/19/1964	F	10642 HERSHEY DRIVE	WILLIAMSPORT	MD	21795	42,248.96
07/18/1990	M	12524 FUNKHOUSER ROAD	CLEAR SPRING	MD	21722	53,530.36
10/01/1969	M	5723 YOHE ROAD	WAYNESBORO	PA	17268	50,897.08
12/16/1992	F	18311 ASHLEY DRIVE	HAGERSTOWN	MD	21740	46,191.60
07/02/1959	M	8348 MOUNTAIN LAUREL ROAD	BOONSBORO	MD	21713	64,280.84
07/31/1990	F	1159 HAMILTON BOULEVARD	HAGERSTOWN	MD	21742	47,910.20
09/14/1988	M	95 COMPOUND CIRCLE	MARTINSBURG	WV	25403	44,172.44
02/20/1972	M	1400 THE TERRACE	HAGERSTOWN	MD	21742	49,234.64
01/23/1971	M	25000 HAMMERTIME LANE	FLINTSTONE	MD	21530	62,051.60
02/17/1990	M	12910 LUCKY BEAN LANE	CLEAR SPRING	MD	21722	42,411.20
07/31/1968	M	8780 KINGS RD	WAYNESBORO	PA	17268	44,172.44
05/18/1976	M	165 COMANCHE HILL DRIVE	HEDGESVILLE	WV	25427	46,191.60
09/27/1992	M	113 PONDS COURT	BERKELEY SPGS	WV	25411	51,105.60
02/05/1985	M	452 EAST KING STREET	CHAMBERSBURG	PA	17201	51,105.60
01/06/1955	M	819 FREDERICK STREET	HAGERSTOWN	MD	21740	113,261.20
01/26/1976	M	17605 HOMEWOOD ROAD	HAGERSTOWN	MD	21740	46,191.60
04/07/1987	M	134 CLAYTON AVE	WAYNESBORO	PA	17268	50,897.08
11/03/1979	M	2945 LEWISVILLE ROAD	SUMMIT POINT	WV	25446	46,191.60
03/05/1991	M	12738 SPICKLER ROAD	CLEAR SPRING	MD	21722	46,191.60
09/24/1991	M	14858 NATIONAL PIKE	CLEAR SPRING	MD	21722	46,191.60
08/24/1979	M	18704 MESA TER	HAGERSTOWN	MD	21742	58,357.52
09/26/1969	M	200 DELLA LANE	BOONSBORO	MD	21713	82,093.96
11/13/1973	M	14032 ROCKDALE ROAD	CLEAR SPRING	MD	21722	85,965.36
10/10/1979	M	210 BRYNWOOD ST	HAGERSTOWN	MD	21740	48,859.20
07/26/1969	M	19120 WOODHAVEN AVENUE	HAGERSTOWN	MD	21740	54,870.40
04/23/1992	F	12738 SPICKLER ROAD	CLEAR SPRING	MD	21722	46,191.60

02/11/1993	F	316 SELWYN DR.	FREDERICK	MD	21701	43,800.64
11/13/1990	M	18311 ASHLEY DRIVE	HAGERSTOWN	MD	21740	44,672.16
10/01/1991	M	12629 LITTLE ANTIETAM ROAD	HAGERSTOWN	MD	21742	53,664.00
11/11/1964	F	6565 PENN NATIONAL DRIVE	FAYETTEVILLE	PA	17222	46,592.00
07/12/1979	F	525 N. LOCUST ST	HAGERSTOWN	MD	21740	62,881.52
02/25/1958	M	30 CARRIAGE HILL DRIVE	HAGERSTOWN	MD	21742	51,013.56
10/17/1988	M	11409 MANSE RD	HAGERSTOWN	MD	21740	48,859.20
04/30/1984	M	13170 SCOTT RD.	WAYNESBORO	PA	17268	48,859.20
02/22/1990	M	11326 QUAILBRIDGE CIRCLE	HAGERSTOWN	MD	21742	44,672.16
04/11/1985	F	506 HOLLENGREEN DRIVE	WAYNESBORO	PA	17268	60,127.60
09/23/1973	F	10722 GREENWICH DRIVE	WILLIAMSPORT	MD	21795	58,991.40
01/12/1986	F	851 SUMMIT AVE	HAGERSTOWN	MD	21740	8,000.20
10/15/1987	M	14013 BARNHART RD	CLEAR SPRING	MD	21722	44,345.60
09/25/1992	M	17121 STERLING ROAD	WILLIAMSPORT	MD	21795	43,149.08
09/15/1992	M	855 MULBERRY AVE 2N	HAGERSTOWN	MD	21740	43,149.08
01/06/1987	M	24 SUNFISH TRL	FAIRFIELD	PA	17320	43,149.08
09/13/1995	M	59 A EASTERN AVE	GREENCASTLE	PA	17225	43,149.08
05/31/1989	M	17423 AMBER DRIVE	HAGERSTOWN	MD	21740	44,172.44
09/03/1958	M	21172 GREENBRIER ROAD	BOONSBORO	MD	21713	48,859.20
10/04/1977	F	18325 WOLFPACK WAY	HAGERSTOWN	MD	21740	62,881.52
02/17/1970	M	634 N. MULBERRY STREET	HAGERSTOWN	MD	21740	73,153.60
10/05/1993	M	12705 INDIAN SPRINGS ROAD	BIG POOL	MD	21711	64,812.80
03/13/1963	M	1106 KUHN AVENUE	HAGERSTOWN	MD	21740	38,688.00
10/31/1963	F	364 STONEY LICK ROAD	MARTINSBURG	WV	25403	35,172.80
12/13/1963	M	11911 SUNSET STRIP	HAGERSTOWN	MD	21742	54,870.40
10/07/1981	M	257 DEWBERRY LANE	BIG COVE TANNERY	PA	17212	48,859.20
01/25/1980	F	392 N. PROSPECT STREET	HAGERSTOWN	MD	21740	50,379.68
08/23/1996	F	38 NORTH POTOMAC STREET	HAGERSTOWN	MD	21740	47,778.64
02/03/1993	M	222 SOUTH SIXTH STREET	CHAMBERSBURG	PA	17201	43,149.08
06/30/1993	M	433 A W. BALTIMORE STREET	GREENCASTLE	PA	17225	43,149.08
05/28/1967	M	338 SHERWOOD FOREST DRIVE	FALLING WATERS	WV	25419	69,526.08
06/24/1995	M	13601 JOHN KLINE ROAD	SMITHSBURG	MD	21783	46,592.00
11/24/1995	M	20511 LEITERSBURG PIKE	HAGERSTOWN	MD	21742	48,859.20
05/05/1990	M	207 WALTON STREET	LEMOYNE	PA	17043	45,095.44
02/23/1966	F	18807 BRIARWOOD DRIVE	HAGERSTOWN	MD	21742	49,745.80

07/08/1972	F	2 MEALEY PARKWAY	HAGERSTOWN	MD	21742	8,000.20
04/30/1994	F	220 E. PATRICK STREET APT 3	FREDERICK	MD	21701	49,745.80
03/02/1968	M	11209 PIPER LANE	HAGERSTOWN	MD	21740	41,828.80
02/27/1972	F	27GEORGETOWN ROAD	WALKERSVILLE	MD	21793	82,487.08
10/02/1978	M	17706 WINTERBERRY ROAD	HAGERSTOWN	MD	21740	43,474.08
12/01/1953	M	1118 HAMILTON BLVD	HAGERSTOWN	MD	21742	8,000.20
02/16/1995	M	17921 LEONA AVENUE	MAUGANSVILLE	MD	21767	41,348.84
06/01/1987	M	43 PORTSMOUTH CT N	FALLING WATERS	WV	25419	43,474.08
03/21/1986	M	1450 PAULTON STREET	JOHNSTOWN	PA	15905	43,474.08
04/29/1988	M	13 WAUGH AVENUE	REISTERSTOWN	MD	21136	43,474.08
03/14/1995	M	304 NORTH FAYETTE ST	SHIPPENSBURG	PA	17257	41,628.08
06/07/1989	M	6850 SLABTOWN ROAD	WAYNESBORO	PA	17268	40,106.56
12/27/1989	M	6476 WALCOTT LANE	FREDERICK	MD	21703	41,628.08
07/17/1978	M	572 MIMOSA DRIVE	MARTINSBURG	WV	25404	61,214.40
06/07/1973	M	14312 GOSSARD MILL ROAD	HAGERSTOWN	MD	21740	36,171.20
11/27/1993	M	11510 PUNCH BOWL ROAD	MERCERSBURG	PA	17236	41,348.84
02/02/1990	M	266 FLAGSTAFF CIRCLE	MARTINSBURG	WV	25405	64,812.80
10/04/1968	M	933 MT. AETNA ROAD	HAGERSTOWN	MD	21740	75,012.08
08/26/1977	M	11833 PARTRIDGE TRAIL	HAGERSTOWN	MD	21742	52,208.00
08/27/1970	F	180 CARRINGTON DRIVE	FALLING WATERS	WV	25419	45,243.64
08/16/1973	F	10805 WYNCOTE DRIVE	HAGERSTOWN	MD	21740	34,569.60
12/03/1969	M	P.O. BOX 183	HANCOCK	MD	21750	52,228.80
06/05/1964	M	2435 CHESTNUT GROVE ROAD	SHARPSBURG	MD	21782	43,844.32
04/15/1971	M	17326 BRANDEN TERRACE	HAGERSTOWN	MD	21740	77,712.44
10/10/1987	M	209 EAST IRVIN AVENUE	HAGERSTOWN	MD	21742	39,790.40
05/27/1984	M	11840 WHITE HALL ROAD	SMITHSBURG	MD	21783	40,106.56
03/20/1989	M	901 MULBERRY AVENUE	HAGERSTOWN	MD	21742	40,106.56
04/07/1993	M	1065 PROGRESS ROAD	CHAMBERSBURG	PA	17201	35,172.80
02/06/1991	M	101 MANASSAS DRIVE	FALLING WATERS	WV	25419	35,172.80
11/11/1973	M	19511 GARRETT'S MILL ROAD	KNOXVILLE	MD	21758	72,009.60
03/15/1991	M	512 LIBERTY STREET	HAGERSTOWN	MD	21740	37,024.00
01/20/1998	M	12039 SHERWOOD DRIVE	HAGERSTOWN	MD	21742	35,172.80
12/08/1984	M	4810 RICE HOLLOW ROAD	GREENCASTLE	PA	17225	40,106.56
03/27/1990	M	603 VILLAGE GROVE DRIVE	FREDERICK	MD	21703	40,106.56
07/26/1996	M	14549 HICKSVILLE ROAD	CLEAR SPRING	MD	21722	40,106.56

11/04/1994	F	20320 YOUNGSTOWN CT.	HAGERSTOWN	MD	21742	35,845.16
06/24/1956	M	19412 JESWOOD DRIVE	HAGERSTOWN	MD	21740	109,808.40
04/20/1982	M	10911 ORLEANS ROAD NE	LITTLE ORLEANS	MD	21766	38,875.20
01/16/1995	F	1401 HAVEN ROAD	HAGERSTOWN	MD	21742	52,543.40
01/19/1962	M	12805 SPICKLER ROAD	CLEAR SPRING	MD	21722	62,326.68
02/12/1991	M	13381 LONGVIEW AVENUE	WAYNESBORO	PA	17268	35,172.80
01/11/1999	M	917 ARMSTRONG AVENUE	HAGERSTOWN	MD	21740	40,106.56
10/05/1967	M	10 CUMBERLAND STREET	CLEAR SPRING	MD	21722	82,487.08
07/24/1962	F	3312 COSEYTOWN ROAD	GREENCASTLE	PA	17225	43,844.32
08/15/1991	F	439 PAUL AVENUE	CHAMBERSBURG	PA	17201	35,172.80
08/07/1991	M	269 APPOMATTOX DRIVE	MARTINSBURG	WV	25403	35,172.80
10/27/1997	M	532 LYNNEHAVEN DRIVE	HAGERSTOWN	MD	21742	40,106.56
08/22/1996	M	303 N. COLONIAL DRIVE	HAGERSTOWN	MD	21742	40,106.56
06/25/1996	F	203 S. PROSPECT STREET	HAGERSTOWN	MD	21740	40,106.56
11/14/1964	M	13915 GREEN MOUNTAIN DRIVE	MAUGANSVILLE	MD	21767	62,051.60
06/14/1971	M	18013 SPIELMAN ROAD	FAIRPLAY	MD	21733	54,951.00
11/10/2000	M	17815 WOODCREST ROAD	HAGERSTOWN	MD	21740	25,502.36
09/02/1989	M	4603 SYCAMORE GROVE ROAD	CHAMBERSBURG	PA	17202	53,658.28
06/05/1990	M	11324 YOUNGSTOWN DRIVE	HAGERSTOWN	MD	21742	30,576.00
09/16/1985	M	1632 OLD KILN DRIVE	CHAMBERSBURG	PA	17202	62,051.60
09/27/1998	M	17348 SPIELMAN ROAD	FAIRPLAY	MD	21733	40,106.56
09/16/1997	F	1805 BELL AVENUE	CHAMBERSBURG	PA	17202	40,106.56
06/06/1991	M	9166 LANDON HOUSE LANE	FREDERICK	MD	21704	40,106.56
05/17/1986	M	11520 SELEMA DRIVE	HAGERSTOWN	MD	21742	40,106.56



# CITY OF HAGERSTOWN GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

## Supply and Service Contracts

### INTRODUCTION

The general rules and conditions which follow, along with all other documents consisting of this “Bid Document,” apply to all purchases and become a definite part of each formal invitation to bid, purchase order, contract, or other award issued by the City of Hagerstown’s Purchasing Agent (hereinafter “Purchasing Agent”), unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the Bidder’s own risk and they cannot secure relief on the plea of error. Bidders are advised that all costs related to preparing and/or submitting a Bid or Proposal shall be borne by the Bidder.

Satisfactory evidence of authority to bind the firm by the person signing the Bid when submitted by partnerships or corporations may be requested by the City prior to making any award. Anyone signing a Bid as an agent shall include evidence of his/her authority to do so.

Subject to Maryland State and City of Hagerstown, Washington County, Maryland (hereinafter “City”) laws and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all advertisements and invitations issued by the City of Hagerstown Purchasing Department shall bind bidders to applicable conditions and requirements set forth herein unless otherwise specified in the Invitation to Bid. Should there be a conflict in laws between states, State of Maryland law shall prevail.

*Should there be a conflict between the general bid conditions and the supplemental bid conditions (if any), the supplemental bid conditions shall prevail.*

### GENERAL CONDITIONS OF BIDDING

1. Bids Binding for Ninety (90) Days: Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder, upon request of the Purchasing Agent, agrees to an extension.
2. Bids for All or Part: Unless otherwise specified by the City or by the Bidder, the City reserves the right to make award on all items, or on any of the items according to the best





interests of the City. Bidder may restrict his/her bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of the City.

3. Catalogs: Each Bidder shall submit where necessary or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the materials or work they propose to furnish.
4. Collusive Bidding: The Bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person firm, or corporation making a bid for the same project, without unlawful prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
5. Competency of Bidder: No proposal shall be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to City of Hagerstown upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City. The Bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Purchasing Agent of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

The successful Bidder shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the Purchasing Agent whenever requested in connection with the performance of this contract.

The successful Bidder shall inform the Purchasing Agent of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to: bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.

The City may examine the Bidder's and any first-time subcontractor's records to determine and verify compliance with the contract. The Bidder and any first-time subcontractor must grant the City access to these records at all reasonable times during the contract term and for three (3) years after final payment. If the contract is supported to any extent by Federal or State funds, the appropriate Federal or State authorities may also examine these records. The Bidder must include the preceding language of this paragraph in all first-time subcontracts.





6. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid. The City shall not be responsible for the premature opening of Bids if not properly addressed or identified.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
8. **Confidentiality:** Firms shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the City under the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.
9. **Errors in Bids:** When an error is made in extending total prices, the written unit bid price shall govern. In the absence of written prices, the unit bid price shall govern. Carelessness in quoting prices, or in preparation of bid, otherwise, will not relieve the Bidder. *Erasures or changes in bids must be initialed.*
10. **General Guaranty:** Bidder agrees to:
  - a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the Bidder is not the patentee, assignee, licensee or owner.
  - b. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
  - c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to their own work or to the work of other contractors, for which their worker is responsible due to the negligence in the course and scope of the employment.
  - d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City and State of Maryland.
11. **Insurance:** Liability insurance on all major divisions of coverage for each and every Bidder and subcontractor shall be required for the length of the contract. Bidder and subcontractor must supply evidence of insurance upon request. Each Bidder agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request, agrees to cooperate with all interested insurance carriers in the handling





of any claims by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit. The Bidder shall be prepared to show evidence of insurance as required by City included herein, prior to the execution of any contract. The Bidder shall provide the Certificate of Insurance to the Purchasing Department. Failure to provide an acceptable Certificate of Insurance within the time frame stated above shall be cause to terminate the contract(s). The certificate shall state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to the City. If any of the stated coverages expire during the term of this contract, the Bidder shall deliver renewal certificates to the City at least ten (10) calendar days prior to the expiration.

- 12. Late Bids: Formal bids or amendments thereto received by the City after the time specified for bid opening will not be considered. Bids received after the time specified for bid opening will be returned unopened.
  
- 13. Officers Not to Benefit: No member of the elected governing body of City of Hagerstown, or members of his or her immediate family, including spouse, parents, or children, or any person representing, or purporting to represent any member or members of the elected governing body shall receive or be promised directly or indirectly, any financial benefit, by way of fee, political contribution, or any other similar form of remuneration and/or on the account of awarding and/or executing the contract and that upon request of the City, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. The Bidder, to the best of his/her knowledge, whether he/she be an officer, director, partner or any of its employees directly involved in obtaining contracts with the State, or any City or other subdivision of the State, has not been convicted of bribery or conspiracy to bribe under the laws of any State or Federal Government. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Bidder shall be returned to the City.
  
- 14. Reservations: The City or its authorized agent reserves the right to reject any or all bids and to waive any informality or deficiency in bids received whenever such rejection or waiver is in the best interest of the City. The City also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the Bid of a Bidder who investigation shows is not in a position to perform the contract. The City reserves the right to waive minor differences in specifications provided these differences do not violate the specifications intent nor affect the operation for which the items are being purchased, nor increase estimated maintenance and repair cost to the City. The City reserves the right to award contracts





or place orders on a lump sum or individual item basis, or such combination as shall, in its judgment, be in the best interest of the City.

15. Taxes: The City is exempt from State of Maryland Sales Tax. The City's Maryland Sales Tax Exemption Number is 30001292. The Bidder is responsible to make any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her bid.

#### SPECIFICATIONS REFERENCES

1. Formal Specifications: The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever mention is made herein, of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to meet or exceed specification requirements and current established noise levels for specific equipment, materials, and/or services being furnished under this contract. All deviations from the specifications must be noted in detail by the Bidder, in specification deviations at the time of submittal of the bid will hold the Bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.
  
1. Trade Names/Substitutions: In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference it is understood that the Bidder proposes to furnish the item so identified and does not propose to furnish an "equal/substitution" unless submission of an "equal/substitution" is stated otherwise as permissible. Any Bidder who contemplates offering a product that differs from that specified must obtain the City's written approval by submission of his/her request no later than the deadline for receipt of substitution requests as stated in the Supplemental Terms and Conditions. The reference to the above catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Bidder articles that will be satisfactory. Bids on makes and catalogs will be considered, provided each Bidder clearly states on the face of his/her proposal exactly what he/she proposes to furnish, and forwards with his/her bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his/her bid. The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from specification





requirements but may comply substantially therewith. If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, and after award and before manufacture or shipment, the successful Bidder may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Agent to judge if each requirement of the specifications is being complied with.

## AWARD

1. **Award or Rejection of Bids:** For contracts of purchase, the contract shall be awarded to the lowest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is reasonable and it is to the best interest of the City to accept it. For contracts of sale, the contract shall be awarded to the highest, responsive and responsible Bidder complying with all the provisions of the Invitation, provided the bid price is to the best interest of the City to accept it.
2. **Notice of Award:** A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance as specified herein shall be deemed to result in a binding contract without further action by either party. The bid with respect to all items accepted and all papers accompanying the same, the general conditions and instructions to Bidders, the specifications, and other papers and documents referred to in any of the foregoing shall constitute the formal contract, unless otherwise specified, between the Bidder and the City.
3. **Political Contribution Disclosure:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a County, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a County, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
4. **“Requirements” Contract Bid Quantities:** On “Requirements” bids, acceptance shall bind the City to pay for, at unit bid prices, only quantities ordered and satisfactorily delivered.





All stated quantities are estimated requirements and do not constitute a minimum or maximum.

5. Responsibility/Qualifications of Bidder: The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. In determining responsibility, the following qualifications, in addition to price, shall be considered by the Purchasing Agent on contracts of purchase and on contracts of sale (if applicable):

- a. The ability, capacity and skill of the Bidder to perform the service required.
- b. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c. The quality of performance of previous contracts or services.
- d. The Bidder's previous and present compliance with laws and ordinances relating to the contract or service.
- e. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
- f. The quality, availability and adaptability of the supplies, or services, to the particular use required.
- g. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract.
- h. Whether the Bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City.
- i. Such other information as may be secured having a bearing on the decision to make the award.

In determining a Bidder's responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the Bidder's liability.



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6. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any balances unordered, as of the contract expiration date; unless Bidder furnishes the Purchasing Agent with a statement of unordered balances not later than ten (10) calendar days after the termination date of the contract.
  7. **Tie Bids:** If two (2) or more Bidders shall be tied for the lowest bid on a purchase contract, quality and service being equal, the contract shall be awarded to a local Bidder. If there is no local Bidder, or more than one local Bidder, the City shall award the contract to one (1) of the Bidders by drawing lots in public.

#### CONTRACT PROVISIONS

1. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to each City department for the purchase of such articles. The City's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the succeeding fiscal year.
2. **Contract Alterations:** No alterations or variables in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the City or its authorized agent.
3. **Default:** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Bidder upon non-performance or violation of contract terms. An award may be made to the next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Bidder (or their surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: Provided, that the Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Bidder to deliver materials or services within the time stipulated on his/her bid, unless extended in writing by the Purchasing Agent, shall constitute contract default. In the event that a Bidder exempted from posting a Bid or Performance Guarantee fails to execute and perform any contract awarded to them, they shall forfeit the right to Bid on any future City contract for a period of time determined by the Purchasing Agent and they shall be liable for any costs incurred by the City as a result of his/her default.



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4. *Guarantee: All work, supplies, and/or materials and requirements* described in the specifications including any modifications thereto which may be made in accordance with the direction and/or approval of the City Purchasing Agent shall be Guaranteed/Warranted for a period of one (1) year from the date of final acceptance by the City as follows, unless indicated otherwise in this contract:
- a. Against all faulty or imperfect materials and/or equipment and against all imperfect, careless and/or unskilled workmanship.
  - b. Against injury or undue deterioration from proper and usual use of the goods and/or services.
  - c. Removal and replacement with proper materials, equipment, and/or services and re-execute, correct or repair without cost to the City, any materials, equipment, and/or services found to be improper, imperfect, defective or fails to perform as specified.
  - d. Make good all damage caused to other work, materials and/or equipment due to such required removal, replacement and/or re-execution.
  - e. Shall comply with any and all guarantee/warranties of whatever nature referred to in other portions of the contract specifications.

Any warranties whether expressed or implied shall not reduce the risk of the seller's/ manufacturer's obligation to the City against latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications including any approved modifications.

- 5. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.
- 6. **Non-Discrimination:** No Bidder who is the recipient of City funds or who proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color or national origin, age, marital status, physical or mental handicap, nor otherwise commit an unfair employment practice. Bidder further agrees that this article will be incorporated by Bidder in all contracts entered into with suppliers of materials or services, Bidders and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.





7. Non-Liability: The Bidder shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, is beyond the control of the Bidder. Under the circumstances, however, the City may in its discretion, cancel the contract.
8. Placing of Orders: Orders against contracts shall be placed with the Bidder on a Purchase Order executed and released by the Purchasing Agent.
9. Subletting of Contract: It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest therein, or their power to execute such contract, to any other person, firm or corporation, without the previous written consent of the City Purchasing Agent, but in no case shall such consent relieve the Bidder from his/her obligations, or change the terms of the contract.
10. Termination of Contracts: Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
  - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
  - b. Extended upon written authorization of the Purchasing Agent and accepted by Bidder, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

#### INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS

The Contractor shall procure and maintain at his sole expense and until final acceptance of work by the City, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent and acceptable to the City.





1. WORKERS COMPENSATION:

The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation	- Statutory
Employers Liability	- \$100,000 (Each Accident) \$500,000 (Disease – Policy Limit) \$100,000 (Disease – Each Employee)

2. COMPREHENSIVE GENERAL LIABILITY INSURANCE:

The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

Occurrence Form  
\$1,000,000 Each Occurrence  
\$1,000,000 General Aggregate

Such insurance shall protect the City, its agents, elected and appointed officials, board members, and employees against liability, loss, or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way out of or in connection with or resulting from the work or service performed on behalf of the City of Hagerstown, Maryland.

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the City, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the City.





## **INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS**

### **3. BUSINESS AUTOMOBILE LIABILITY:**

The Contractor shall provide Business Auto Liability including coverage for all leased, owned non-owned and hired vehicles.

#### **Minimum Limits Required:**

\$1,000,000 combined single limit for bodily Injury or Property damage.

### **4. CERTIFICATE(S) OF INSURANCE:**

The Contractor shall provide certificates of insurance requiring a thirty (30) day notice of cancellation to the Purchasing Department, City of Hagerstown, Maryland, prior to the start of the applicable project.

The City of Hagerstown shall be named as an additional Insured.

Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the City does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

### **5. DEDUCTIBLES OR SELF-INSURED RETENTION:**

All responsibility for payment of any sums resulting from any deductible provisions or self-insured retention conditions of the policy or policies shall remain with the Contractor.

### **6. GENERAL INDEMNITY:**

The Contractor shall indemnify, defend, and save harmless the City of Hagerstown, its appointed or elected officials, board members, employees, and agents for any and all suits, actions legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any act, error or omission fault or negligence whether active or passive by the Contractor, or anyone acting under its direction, control of its behalf in connection with or incident to its performance of the Contract.





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Bidder's Company Name

### **SIGNATURE TO BIDS**

**NOTE: Bidders shall use this page as a cover page when submitting their bid.**

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data resulting from this contract are the City's property. The City has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. All erasures and/or changes shall be initialed by the individual making modifications to the Bid.

**BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE BID FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.**

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.



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

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1		Addendum No. 2		Addendum No. 3	
Addendum No. 4		Addendum No. 5		Addendum No. 6	

**AFFIRMATION REGARDING COLLUSION**

I AFFIRM THAT:

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

- (a) 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;
- (b) 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 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.

**AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below 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, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the 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):





BIDDER'S  
COMPANY/FIRM: \_\_\_\_\_

ADDRESS:  
\_\_\_\_\_

AUTHORIZED SIGNATURE:  
\_\_\_\_\_

NAME AND TITLE PRINTED:  
\_\_\_\_\_

TELEPHONE & FAX NUMBER:  
\_\_\_\_\_

DATE: \_\_\_\_\_ FEDERAL EMPLOYER'S IDENTIFICATION

NO. \_\_\_\_\_

**For Informational Purposes Only:** Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

The following information is required as part of your response to this solicitation.

**REFERENCES:** The bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. Please list below three (3) references for which you have performed work similar to those specified in this Bid within the past 4 years.

1. Company: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Date of Service: \_\_\_\_\_  
 Value: \$ \_\_\_\_\_





2. Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Date of Service: \_\_\_\_\_  
Value: \$ \_\_\_\_\_

3. Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Date of Service: \_\_\_\_\_  
Value: \$ \_\_\_\_\_

**Notice: Bid Information Subject to Inspection Under Maryland’s Public Information Act**

All bid information submitted to the City of Hagerstown is considered public record pursuant to Maryland’s Public Information Act and may be subject to inspection and copying by the public. When the required written request is filed, the City’s Communications staff will make a reasonable effort to contact your company in order to identify trade secrets and confidential commercial or financial information that may need to be redacted from the submitted bid information. Those recommendations will be reviewed by Communications staff and the City attorney before copies are produced for the requestor.



