

City of Rockville
Rockville, Maryland

**REQUEST FOR PROPOSAL 26-18
WORKFLOW MAPPING CONSULTANT SERVICES**

PROPOSALS DUE BY 2:00 P.M., WEDNESDAY, APRIL 4, 2018

ISSUED BY:

Jessie J. Woods

Senior Buyer

Procurement Division

City of Rockville, City Hall

111 Maryland Avenue

Rockville, Maryland 20850

Phone: (240) 314-8430

Fax: (240) 314-8439

Any individual with a disability who would like to receive the information in this publication in another form may contact the ADA Coordinator at 240-314-8100, TDD 240-314-8137

MFD Outreach Program

It is the intent of the City of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory Procurement requirements, departmental needs, availability, and sound economic considerations. Suggested changes and MFD enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are encouraged.



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND
REQUEST FOR PROPOSAL 26-18
BUSINESS PROCESS DOCUMENTATION AND
WORKFLOW MAPPING CONSULTANT SERVICES**

Sealed proposals addressed to the City of Rockville, Maryland to provide Business Process Documentation and Workflow Mapping Consultant Services will be received at Rockville City Hall, Procurement Division, Attention: Jessie J. Woods, 111 Maryland Avenue, Rockville, Maryland 20850 until **2:00 PM (EASTERN), Wednesday, April 4, 2018**. **No proposals will be accepted after that time.**

The City will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be rejected and returned.

RECEIPT AND HANDLING OF PROPOSALS

The offeror assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will not be considered.

In accordance with Chapter 17 of the City's Procurement Ordinance, competitive sealed proposals are not publicly opened or otherwise handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the evaluation process. The proposals, except for information identified by the offeror as proprietary, shall be open for public inspection after the contract award.

PROPOSAL DOCUMENTS

The proposal documents are available several ways:

1. Download the document from the City Web site at <http://www.rockvillemd.gov> Click on bids and proposals.
2. Visit the Procurement Division and pick up a proposal packet between the hours of 8:30 A.M. and 5:00 P.M., Monday through Friday, excluding government holidays. We are located at Rockville City Hall, 111 Maryland Avenue, Rockville, Maryland 20850.

PRE-PROPOSAL MEETING

A pre-proposal meeting is scheduled for 1:30 P.M., Wednesday, February 21, 2018 at 111 Maryland Avenue, Rockville, Maryland 20850.

SUBMITTAL OF QUESTIONS

Prospective offerors are required to submit any questions no later than 2:00 P.M., Wednesday, February 28, 2018 to Jessie J. Woods, via e-mail at jessie.woods@rockvillemd.gov. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City. The City reserves the right to include questions and responses in the form of written Addendums, as it deems necessary.

PRIMARY SITE LOCATION

Rockville City Hall, 111 Maryland Avenue, Rockville, Maryland.

PROJECT DESCRIPTION

The City of Rockville Maryland intends to implement an Enterprise Resource Planning (ERP) Phase I software solution to include Asset Management, Code Enforcement, Customer Service Requests, Inspections, Licensing, Planning & Permits, Work-orders, and Payment Functionality for those modules.

Under this Scope of Work (SOW), the offeror will assist city staff with identifying, documenting, and suggesting improvements to work flow processes in preparation for implementation in the new ERP Phase I system.

AWARD

Award will be made to the qualified offeror obtaining the highest weighted score combining price and technical qualifications. Additional information regarding award criteria can be found within the Evaluation and Award Section of this document.

AGREEMENT

The successful offeror shall be required to complete a two-party standard form of agreement. A sample agreement (Attachment E) is attached. The City reserves the right to make changes to the sample agreement, where no change to the agreement form by the successful offeror will be considered. By submitting an offer in response to this Request for Proposal (RFP), an offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and any subsequent Contract based on the aforementioned two-party standard form agreement. Part or all of this RFP and the successful proposal may be incorporated into any subsequent Contract.

TERM

Contractor shall begin work within ten (10) calendar days after receipt of a Purchase Order. All work associated with specific task shall be completed within agreed upon timelines, once the work begins, which ensures that the project is completed by June 30, 2019. The initial contract term shall run through June 30, 2019 with the option to renew for five (5) additional one (1) year periods, one (1) year at a time.

The City reserves the right to terminate the contract, for its convenience, by giving the firm 30 days written notice. The firm will be paid for its services through the effective date of termination.

The City may, at any time during the contract period, make changes within the general scope of the contract and its technical provisions. If such change causes any increase or decrease in the firm's cost of performance, an adjustment will be made in contract price, or in time allowed for performance, or both, and a written memorandum of such adjustment shall be made. Any claims by the firm for such an adjustment must be made in writing prior to proceeding with the service for which an adjustment is requested. Nothing in this clause shall excuse the firm from proceeding with performance of this contract in accordance with its original requirements, terms and conditions, and any approved changes.

NOTICE TO BIDDERS

"Pursuant to 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation." Bidders must supply with their bids their US Treasury Department Employer's Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us.

QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the state in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

EXPENSES ASSOCIATED WITH RESPONSE

The City of Rockville will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals in part or in full and to waive any technicalities or informalities as may best serve the interests of the City.

DISABILITY INFORMATION

Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (240) 314-8100; TDD (240) 314-8137.

W-9 FORM REQUIRED

Successful respondents are required to complete and submit a W-9 Form. The W-9 form can be accessed at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>. It is the successful respondent's responsibility to act upon this instruction for submitting a W-9 form. The City will not be able to process payments if this form is not completed and submitted to the Procurement Division.



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND
REQUEST FOR PROPOSAL 26-18
BUSINESS PROCESS DOCUMENTATION AND
WORKFLOW MAPPING CONSULTANT SERVICES**

1. INTENT, AND BACKGROUND

INTENT

The City of Rockville Maryland intends to implement an Enterprise Resource Planning (ERP) software solution. Phase I of the ERP software solution will include Asset Management, Code Enforcement, Customer Service Requests, Inspections, Licensing, Planning & Permits, Work-orders, and Payment Functionality.

The offeror will assist city staff with identifying, documenting, and suggesting improvements to work flow processes in preparation for implementation in the new ERP (Phase I) system.

City Goals:

- Improve service delivery
- Optimize decision-making
- Utilization of assets and resources effectively
- Establish effective and efficient business processes
- Prepare work process documentation for implementation of new software solutions listed above

CITY OF ROCKVILLE BACKGROUND

The City of Rockville comprises 13.55 square miles and is located 12 miles north west of Washington, DC. It is the county seat of Montgomery County. The City is bisected from the north by Interstate 270 and from the east by Maryland Route 28. Rockville enjoys rail service from MARC, in addition to two stations on the Metro Red Line – Twinbrook and Rockville – plus the Shady Grove station just north of the City. A large portion of the I-270 Technology Corridor's Biotech Industry Cluster is in the City.

The City of Rockville is a full-service local government that was incorporated in 1860. The city government provides services to approximately 70,000 residents. City services include policing, planning and development, public works, recreation and parks, and public information, as well as human resources, finance, procurement, and information technology.

The City operates under the council-manager form of government, with a city manager responsible for the daily operations. All legislative power is held by the publicly-elected, five-member Mayor and City Council. The Mayor and Council appoints the City Manager, City Clerk/Director of Council Operations, and City Attorney. The elected body also enacts ordinances and resolutions, establishes policy, and reviews and adopts the annual budget for the City.

In FY 2018, the City employs 612 full-time equivalent (FTE) employees. The total FY 2018 operating budget for all funds is \$130.3 million; with a General Fund budget of \$79.7 million.

2. OBJECTIVES, ACTIVITIES, WORK DETAILS AND PROCESS CATEGORIES

The offeror will assist city staff with identifying, documenting, and suggesting improvements to work flow processes.

Objectives:

- a. Identify and document work flow processes at an appropriate level of detail and in a consistent format across departments.
- b. Streamline existing processes to increase process efficiency.
- c. Educate City of Rockville staff on Business Process terminology, modeling, symbols, and workflow process documentation.

Activities include:

- a. Review and validate existing documentation and workflows activities/tasks,
- b. Interview, observe, etc., to effectively identify and decompose process information,
- c. Facilitate collaborative diagramming meetings to document and validate current work processes,
- d. Recommend revisions to identified processes, sub-processes, and activities/tasks,
- e. Recommend on the optimal level of detail for process mapping activities/tasks,
- f. Hold debrief meeting with each department/division,
- g. Submit draft workflows as each is complete, for review and approval by City staff.

Work Details:

- a. Identify, label and document the high-level process and sub-processes identified in each deliverable.
- b. Identify, label and document "shared" workflows cross departments and divisions.
- c. Identify the events (aka triggers) that cause a process to begin, end, or to be redirected to another path or process.
- d. Identify gateways (decisions that could change the path of the process depending on conditions or events).
- e. Identify and document the activities/tasks for each "step" in the workflow.
- f. Identify and document loop backs (aka repeats) and indicate why.
- g. Identify inputs, outputs, and dependencies for each activity/task.
- h. Identify current state applications, forms, checklists, tools, etc. used for each activity/task.
- i. Identify activity/task "rules" and "exceptions".
- j. Identify Participants by Department, Division and Title currently performing each activity/task.
- k. Identify step/task times (minimum and maximum) once started (i.e. not sitting in the queue).
- l. Date all documents.
- m. Recommend (as appropriate) future state "needed" forms, checklists, etc. for an activity/task.
- n. Propose changes to current business process in line with best practices (i.e. identify missing steps, steps that are duplicates/redundant that we can eliminate, better way to sequence step than the order in which we currently perform them).

Process Categories:

Process Category 1: Service Requests/Work Orders

Current Service Requests include:

- 1) City Manager's Office (Information/Knowledge Work)
- 2) Citizen Website submissions – Report a Concern (often become Work Orders)
- 3) All Departments – Verbal requests (often become Work Orders)
- 4) Legal – Maryland Public Information Act (Information/Knowledge Work)

NOTE: The City of Rockville uses the term "Service Request" when referring to a generic request for information or to report work needed to Infrastructure. If infrastructure work needs to be performed, one or more "Work Order(s)" are opened to handle it, and the Service Request is close. Service Requests, that are a request for "information knowledge work" have their own workflow and the Service Request is used to track and monitor that effort.

Current Work Order Review Areas include:

- 1) Complaint Inspections (i.e. working without a permit) for:
 - a. Inspection Services Division (Community Planning & Development Services)
 - b. Zoning Violations (CAV)

- c. Code Enforcement (Police)
- d. Public Works (PW)
- 2) Asset Break-fix for:
 - a. Public Works (PW) - General Maintenance
 - b. Public Works (PW) - Fleet Maintenance
 - c. Public Works (PW) - Refuse & Recycling
 - d. Public Works (PW) -Sanitary Sewer Systems
 - e. Public Works (PW) – Water System
 - f. Public Works (PW) – Storm Drain System
 - g. Public Works (PW) -Traffic & Transportation
 - h. Public Works (PW) - Environmental Management
- 3) Asset Break-fix for:
 - a. Recreation & Parks (R&P) – Forestry
 - b. Recreation & Parks (R&P) – Parks
 - c. Recreation & Parks (R&P) – Facilities
 - d. Recreation & Parks (R&P) – Right of Ways

Current Documentation/Workflow Mapping Status:

Please refer to **Attachment G -City Manager's Office** and **Attachment H -Recreation & Parks – (Forestry Division)**.

Process Category 2: Asset Management

Current Asset Management Review Areas include:

- 1) Asset Recurring Maintenance for:
 - a. Public Works - General Maintenance
 - b. Public Works - Fleet Maintenance
 - c. Public Works - Refuse & Recycling
 - d. Public Works - Sanitary Sewer Systems
 - e. Public Works – Water System
 - f. Public Works – Storm Drain System
 - g. Public Works - Traffic & Transportation
 - h. Public Works - Environmental Management
 - i. Recreation & Parks - Forestry
 - j. Recreation & Parks – Facilities
 - k. Recreation & Parks – Parks
 - l. Recreation & Parks – Right of Ways
- 2) Asset Compliance Inspections for:
 - a. Public Works - General Maintenance
 - b. Public Works - Fleet Maintenance
 - c. Public Works - Refuse & Recycling
 - d. Public Works - Sanitary Sewer Systems
 - e. Public Works - Traffic & Transportation
 - f. Public Works - Environmental Management
 - g. Recreation & Parks – Forestry
 - h. Recreation & Parks – Facilities
 - i. Recreation & Parks – Parks
 - j. Recreation & Parks – Right of Ways

Current Documentation/Mapping Status:

No process mapping or workflow documentation exists for Public Works – Asset Management. Please refer to **Attachment I -- Recreation & Parks (Forestry Division)**.

Process Category 3: Applications and Permits

Current Applications and Permits Review Areas include:

- 1) Public Works (PW):
 - a. CTR – Comprehensive Transportation Review
 - b. FAC – SWM (Storm water Management) Facility
 - c. FOG – Fats, Oils, and Grease
 - d. PWK – Public Work Permit
 - e. SCA – Street Closing/Abandonment
 - f. SCP – Sediment Control/SWM Permit
 - g. SMC – Storm water Management Concept
 - h. SMP – Storm water Management Permit
 - i. TNS – Transportation Demand Management
 - j. UTL – Utility Permit
 - k. WSA – Water and Sewer Authorization
 - l. WVR – On-Site SWM Waiver (Note: this is being re-purposed to a FLD permit/case for permitting work in the 100-year floodplain and likely involves documenting the current workflow and the to-be workflow.)

Current Documentation/Mapping Status:

No process documentation or workflow mapping exists for Public Works - Applications and Permits.

- 2) Community Planning and Development Services (CPDS):
 - a. BLD – Building Permit
 - b. DEM – Demolition Permit
 - c. ELE – Electric Permit
 - d. GRB – Green Building
 - e. MEC – Mechanical Permit
 - f. OCC – Occupancy Permit
 - g. PMB – Plumbing Permit
 - h. SFD – Single Family Dwelling Permit
 - i. SPR – Site Plan Review for Inspection Services Division
 - j. MOD – Code Modifications
 - k. FPS – Fire Protection Service
 - l. FSL – Fire Safety License
 - m. ANX – Annexation
 - n. AWR – Aboveground Utility Waiver Request
 - o. CBW – CDBG Waiting List
 - p. HDC – Historic District
 - q. MAP – Map Amendment
 - r. MPW – MPDU (Moderately Priced Dwelling Unit) Waiting List
 - s. PAM – Pre-Application Meeting
 - t. PJT – Project Plan
 - u. PLT – Pre/Final Record Plat
 - v. SGN – Sign Permit
 - w. SPX – Special Exception
 - x. SRB – SRB Variance
 - y. STP – Site Plan
 - z. TXT – Text Amendment
 - aa. VAR – Variances/Nonconforming Alteration/Administrative Adjustment
 - bb. WAV – Waiver Request
 - cc. ZON – Zoning Verification
 - dd. APP – Appeals

Current Documentation/Mapping Status:

Please refer to **Attachment J - CPDS**.

NOTE:

- Shed-Deck-Solar is a sub-process of the building permit type.
- Fast Track is for building permit type.

- Residential and Commercial are overarching processes that apply to all permit types.

- 3) Recreation and Parks (Forestry Division):
 - a. Forestry Permit (FTP)
 - b. Street Tree Planting Process

Current Documentation/Mapping Status:

Please refer to **Attachment K - Recreation and Parks (Forestry Division)**.

Process Category 4: Regulatory Inspections

Current Regulatory Inspection Review Areas include:

- 1) Inspection Services Division (CPDS):
 - a. Building (BLD)
 - b. Demolition (DEM)
 - c. Electrical (ELE)
 - d. Mechanical (MEC)
 - e. Occupancy (OCC)
 - f. Plumbing (PMB)
 - g. Single Family Dwelling (SFD)
 - h. Fire Inspection
 - i. Site Inspections

Current Documentation/Mapping Status:

Please refer to **Attachment L – CPDS (Inspection Services)**.

- 2) Public Works (PW)
 - a. Sediment Control
 - b. Fats, Oils and Grease (FOG)
 - c. PWK (Public Work Permit) work/construction in Right-of-Way or City Infrastructure
 - d. Utility (not city provided, i.e. Pepco, Verizon, etc..) work/construction in Right-of-Way or City Infrastructure
 - e. City Capital Improvement projects

Current Documentation/Mapping Status:

No process documentation or workflow mapping exists for Public Works.

- f. Code Enforcement Division (Police Department):
 - a. Amusement License
 - b. Pool or Billiard
 - c. Public Event
 - d. Hawker/Peddler/Solicitor
 - e. Oversized Vehicle (OSV)
 - f. Inn/Hotel
 - g. Accessory Apartments
 - h. Single Family Rental License
 - i. Multi-Family Rental License
 - j. Parking Permits
 - k. Animal Licenses

NOTE: The Code Enforcement Inspections detailed above are sub-process of the License Issuance process.

Current Documentation/Mapping Status:

Please refer to **Attachment M – Police (Code Enforcement)**.

Process Category 5: Licensing Processes

Current Licensing Processes Review Areas include:

- 1) Community Planning and Development Services (CPDS):
 - a. ELL – Electrician’s License
 - b. GAS – Gas Fitter’s License
 - c. PLL – Plumber’s License

Current Documentation/Mapping Status:

Please refer **to Attachment N - CPDS.**

- 2) Code Enforcement Division (Police Department):
 - a. Amusement License
 - b. Pool or Billiard
 - c. Public Event
 - d. Hawker/Peddler/Solicitor
 - e. Oversized Vehicle (OSV)
 - f. Inn/Hotel
 - g. Accessory Apartments
 - h. Single Family Rental License
 - i. Multi-Family Rental License
 - j. Parking Permits
 - k. Animal Licenses

Current Documentation/Mapping Status:

Please refer **to Attachment M – Police (Code Enforcement).**

Process Category 6: Human Services Case Management

Current Human Services Review Areas include:

- 1) Recreation & Parks (Human Services Division):
 - a. Rockville Emergency Assistance Program (REAP)
 - b. Behavioral Health/Counseling
 - c. Case Management
 - d. Youth Development Programs

Current Documentation/Mapping Status:

Please refer **to Attachment O – Recreation and Parks (Human Services).**

3. PROJECT PROCUREMENT APPROACH

At the City's option, one of two approaches will be taken for professional services for this project, as noted below. Respondents shall provide a proposal to include, lump sum fee, hourly rates, and a schedule for Option A. Respondents shall provide hourly rates for Option B. Following the initial task order, future work assignments may be assigned under Option B.

Option A: Full Project Services will be provided for Scope of Services described in the **OBJECTIVES, ACTIVITIES, WORK DETAILS AND PROCESS CATEGORIES** - for a lump sum price; or

Option B: Task Order Services to be provided on an as-needed basis – based upon hourly rates for professional services.

Additional/optional services:

Newly identified Process Categories and newly identified Review Areas, will be considered additional services to be developed on a task order basis for Options A and B.

4. RESPONDENT QUALIFICATIONS

The respondent shall provide evidence of the qualifications of the firm and the individuals who will be assigned to the project. Consultants shall have experience in preparing business process documentation and workflows, preferable with municipal or county experience. Familiarity with Forestry, Infrastructure Asset Management, Code Enforcement, Customer Service Requests, Inspections, Licensing, Planning, Permitting and Work-orders concepts is also desirable. Experience with applying established workflows to ERP software solutions such as Asset Management, Code Enforcement, Customer Service Requests, Inspections, Licensing, Planning & Permits, Work-orders is also desirable.

Project Manager Qualifications:

- a. Be a permanent staff employee of the firm.
- b. Oversee all aspects of the project.
- c. Serve as the constant primary point of contact for the City
- d. A minimum of ten (10) years of relevant experience.

Key Team Members Qualifications:

- a. A minimum of five (5) years of relevant experience.

5. CORRECTIONS AND CHANGES IN WORK

- a. If the City finds it necessary to require corrections to completed work due to errors made by the Contractor, the Contractor shall correct the work at no additional cost to the City.
- b. If the City requires changes in completed work, the Contractor shall make such changes as directed by the City and the Contractor will be compensated at the same rates established by the Contractor's hourly rate(s).

6. OWNERSHIP OF DOCUMENTS AND CONTENT

- a. The City will retain all property rights, including publication rights, to all content developed by Contractor.
- b. The Contractor shall ensure that duplication and distribution rights are secured for the City from any and all contractors and subcontractors.
- c. The Contractor shall obtain all required copyrights for the City, when and where applicable.

7. COPYRIGHT

Contractor shall not assert rights at common law or in equity or establish any claim to statutory copyright any material or information developed in performance of the services authorized. The City has the right to use, reproduce, or distribute any or all of such information and other materials without the necessity of obtaining any permission from Contractor and without expense and charge. Content or portions of content made or obtained by the Contractor may be used if approved by the City in writing.

NOTE: The City of Rockville shall not be held liable for any copyright infringements or liabilities from content provided by the Contractor.

DELIVERABLES

In the event of an award, and for the pricing offered, Contractor should anticipate being responsible for deliverables to include, but not limited to, the following:

Interim Deliverables:

- a. Submit bi-weekly updated work breakdown structure (WBS) timeline with deliverable milestones.
- b. Submit draft workflows mappings with work details (see Work Details section) as each is approximately 40% complete, for review and revision comments from City staff.
- c. Submit draft workflows mappings with work details as each is 100% complete for final review, approval and sign-off from City staff,
- d. Provided electronic copies of each detailed workflow mapping with work details in editable electronic file format (Visio) after each have been approved,
- e. Provide a report of proposed changes to Current State business processes as each workflow mapping and work details is submitted for final review,
- f. Provide a report of recommended Future State ("to-be") additions for implementation when an automated system is in place, as each workflow mapping and work details is submitted for final review,
- g. Provide a report of Other Process Improvement Recommendations.

Final Deliverables:

- a. Develop City of Rockville Process Manual,
- b. Provide a hard copy of completed City of Rockville Process Manual with workflow mappings and work detail assembled manual style (department/divisions/process tabs),
- c. Provided consolidated editable electronic files for each process, workflow, activity, rule, exception, etc., that is included in the above City of Rockville Process Manual,
- d. Provide final report summarizing the project, listing Current State and Future State change recommendations and Other Process Improvement Recommendations,
- e. Formal presentation for key stakeholders.

Other deliverables that may be specified, especially if Option B is selected and/or utilized.

8. TECHNICAL & CONTRACTUAL QUESTIONS

Technical and contractual questions pertaining to this RFP may be directed to Jessie J. Woods, via e-mail at Jessie.Woods@rockvillemd.gov, no later than 2pm, Wednesday, February 14, 2018. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the requirements, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will posted at the address listed below:

<http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the respondent's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

9. PROPOSAL SUBMITTAL INSTRUCTIONS

One (1) original and six (6) copies of the proposal, marked “**RFP 26-18**” must be submitted to and received no later than 2:00 P.M. (EASTERN) on Wednesday, February 28, 2018 by the Procurement Division, City Hall, 111 Maryland Avenue, Rockville, MD 20850, Attn: Jessie J. Woods.

In order to provide each firm an equal opportunity for consideration, adherence to a standardized proposal format is required. **Individual, separate and complete proposals must be submitted and contain the following elements organized into separate chapters and/or sections, as deemed appropriate.** Failure to adhere to this format may result in the disqualification of your proposal(s).

- a Letter of Interest
- b Approach and Work Plan
- c Understanding the City’s Requirements
- d Firm Experience and Capabilities Focusing on Local Government Experience
- e Project Team Qualifications and Experience
- f Sub-Contractors
- g Price Proposal
- h Other Relevant Information
- i References
- j Execution of Offer
- k Other Miscellaneous Required Elements
 - Affidavit Form
 - Respondent’s Questionnaire
 - Performance & Payment Bonds
 - Agreement
 - Insurance
 - Extension to Metropolitan Washington Council of Governments

These elements parallel the basis of the City’s proposal evaluation criteria. The following sections provide guidelines for information to include in the proposal.

a. LETTER OF INTEREST

Provide a Letter of Interest, which includes a short, concise and focused overview that introduces your firm to the reader. The Letter of Interest must be signed and dated by an authorized agent, officer, or employee of the company.

b. APPROACH AND WORK PLAN

Describe your recommended approach and work plan regarding the services that your firm will provide as they relate to the Scope of Services.

c. UNDERSTANDING THE CITY’S REQUIREMENTS

This section should include a definitive statement of intent to comply with all terms and conditions as delineated in this RFP. In the event, any of the terms and conditions found within this document are not acceptable as described, respondent must notate and explain any exceptions. Exceptions identified post response may not be considered, and failure to agree to terms and conditions required by law or City Procurement regulations may be grounds for disqualification of your proposal.

d. FIRM EXPERIENCE AND CAPABILITIES

Provide the City with a description of your firm and examples of your firm’s commitment to the services set forth in this RFP and/or local government clients in general, as well as, a statement of qualifications demonstrating performance of similar work within the past five (5) years. Please address the following:

- Summarize the organizational structure, ownership, and size of your firm plus its date of organization and current principal place of business.
- Provide a list of all local governmental entities for which your firm has previously provided equivalent services.

- Describe in detail your firm's experience with similar projects to include, but not limited to the following as they relate to the services required:
 - A list of three (3) projects completed within the past five (5) years that best illustrate your firm's capabilities as they relate to the required work described herein, including description, scope, project, and cost.
 - Information on delivery of projects on time and within budget, execution time (contract vs. actual), cost (estimated vs. actual), as well as, any problems encountered and the solutions devised.

Note: The City reserves the right to contact the customers referenced in these projects to verify/confirm the details provided by your firm.

- Describe any prior and/or ongoing specific experience or familiarity with the City of Rockville.
- Provide any additional information you wish to call to the City's attention with respect to your firm's qualifications.
- Please specify similar qualifications for all proposed subcontractors.
- Company's overall current workload, and anticipated workload if awarded a contract for this need to include current production capability.
- Company's professional registrations, affiliations, and memberships

The City reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any firm submitting a proposal. If, after the investigation, the evidence of competency and financial stability is not satisfactory in the sole opinion of the City, the City reserves the right to reject the proposal.

e. PROJECT TEAM QUALIFICATIONS AND EXPERIENCE

This section must include a staffing plan, shown in organization chart format, and the qualifications of the staff that you will assign to this account in the event your firm is selected. The staff organizational chart should show personnel available to work on the project. At a minimum, this section should include:

- Name of the designated manager(s)
- Organization's name (e.g. – managers department, unit, division, etc.), functional discipline, and responsibilities of all staff assigned to the account, as well as, staff size and availability.
- Complete resumes of all assigned managers and key staff including, but not limited to, education, professional experience, certifications/licenses, length of time employed by your firm and/or whether or not the team member is a subcontractor. Resumes are also to include any project experience with the City of Rockville.
- Project manager(s) current workload, and anticipated workload if awarded a contract for this need.

Note: The City has the right of reasonable rejection and/or approval of staff or sub-contractors assigned to the project by the Contractor. The staff named in the proposal shall remain assigned to the project throughout the period of the contract. If the City rejects staff or sub-contractors, the Contractor must provide replacement staff or sub-contractor satisfactory to the City in a timely manner and at no additional cost to the City.

Note: The Contractor may make no diversion or replacement of staff without submission of a resume of the proposed replacement with final approval by the City of Rockville.

Note: The offeror shall clearly state if it is proposing to sub-contract any of the work herein. The names of all sub-contractors together with a description and anticipated percentage of the work being sub-contracted are to be provided in the Execution of Offer. The offeror assumes full liability for the performance of all subcontractors.

Note: The City reserves the right to contact customers referenced to verify/confirm details provided by your firm.

Note: The City reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any firm submitting a proposal. If, after the

investigation, the evidence of competency and financial stability is not satisfactory in the sole opinion of the City, the City reserves the right to reject the proposal.

f. SUB-CONTRACTORS

List any sub-contracting disciplines needed to provide any and all requirements of this RFP and identify all Sub-Contractors and/or other proposed members of the Project Team not mentioned to this point, and describe what portions of the requirements they would perform along with their experience, qualifications, and capabilities to provide the specified services.

Respondents shall clearly state whether or not they intend to sub-contract any portion of the work herein. The names of all sub-contractors together with a description and anticipated percentage of the potential work being sub-contracted are to be provided. The Contractor assumes full liability for the performance of all subcontractors.

The City of Rockville reserves the right to require Contractor and any third party (sub) contractors to also indemnify and hold harmless other federal, state and local governmental entities, and where required at no additional cost. All sub-contractors assigned to this project shall adhere to and deliver required Certificates of Insurance.

In the event an unforeseen need arises to utilize a subcontractor after an award has been made, the Contractor shall notify the City of Rockville in advance. Any and all subcontractors shall conform to all terms, conditions, and specifications of the contract.

g. PRICE PROPOSAL

It is the intent of the City of Rockville to enter into a contractual agreement with one (1) selected respondent based upon the requirements outlined within this proposal and the subsequent revision (if necessary) to the scope based upon negotiations of a lump sum price. The Execution of Offer (Attachment A) should contain the total cost of your proposed services. Respondent must attach to the Execution of Offer (Attachment A), a highly-detailed breakdown of cost per deliverable, which includes at a minimum:

- i) A lump sum fee proposal for completing the services described herein as Option A.
- ii) An estimate of the hours (Option A) and hourly rates (Option A & B) that will be required by the lead Consultant and other members of the project team, including all sub-contractors, to complete the services and all deliverables described herein. Hourly rates shall include all profit, fees, and other personnel expenditures.
- iii) Identify all non-labor costs including plan copies, courier, mailing, data processing, forms, fax transmissions, telephone calls, printing and all other expenses or incidentals. No additional payment will be made for travel expenses.
- iv) Provide hourly rates for additional creating business process workflow documentation for review areas beyond those provided for in the specifications.

Failure to provide these costs may result in the disqualification of your proposal.

Note: All non-labor costs including data processing, forms, fax transmissions, telephone calls, printing and all other expenses are to be included within the pricing offered.

Note: No additional payment will be made for travel related expenses (e.g. – airfare, meals, mileage, lodging, per-diem, etc.).

h. OTHER RELEVANT INFORMATION

Provide any additional information you wish to call to the City's attention with respect to your firm's qualifications and how it can add value to this project.

i. REFERENCES

Provide a list or describe representative clients currently or recently served. Information about the City of Rockville can be found at the following web address:

<http://rockvillemd.gov/>

Provide the current name, address, telephone number, contact person, project description and cost of at least three (3) specific references your firm has served; preferably those in which the members of your proposed project team provided the same or similar services as requested herein.

- o One (1) of these references is to be for a current, unfinished project.
- o Two (2) of these references are to be for completed projects not to exceed three (3) years in age.

Additionally, provide the current name, address, telephone number, and contact person on the Reference Form (Attachment B) for additional, related private and/or international sector projects.

j. EXECUTION OF OFFER

Complete and return the attached Execution Of Offer form with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.

k. OTHER MISCELLANEOUS REQUIRED ELEMENTS

i. AFFIDAVIT FORM

Complete and return the enclosed Non-Conviction/Collusion Affidavit Form (Attachment C) with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.

ii. RESPONDENT'S QUESTIONNAIRE

Complete and return the attached Respondent's Questionnaire Form (Attachment D) with your proposal. Failure to complete and return this document may result in the disqualification of your proposal.

iii. PERFORMANCE & PAYMENT BONDS

The City reserves the right to require Contractor to provide City standard issue performance and payment bonds, prior to starting work on any individual projects, in instances where it is necessary that payment(s) be made prior to beginning the work and/or in instances where it is necessary to make payment(s) for hours worked, where no deliverables of equal value are received and accepted.

iv. AGREEMENT

Provide a statement that the firm, if awarded the contract, shall execute the City of Rockville's Standard Professional Services Agreement (Attachment E).

v. INSURANCE

Provide a statement that the firm, if awarded the contract, shall meet all of the insurance requirements contained within this bid document. Provide a copy of a current Certificate of Insurance.

10. EVALUATION AND AWARD

An Evaluation Committee(s) consisting of City staff will review all proposals. The committee members will independently evaluate the proposals based on the following criteria:

<u>EVALUATION CRITERIA</u>	<u>WEIGHT</u>
1. Approach and Work Plan	25%
2. Understanding the City's Requirements	10%
3. Firm Experience and Capabilities	25%
4. Project Team Qualifications and Experience	25%
5. References	5%
6. Respondent's Questionnaire	5%
7. Price Proposal	5%

The Evaluation Committee will evaluate the proposals and may also ask questions of a clarifying nature from offerors as required. The ability to meet the requirements for services is the prime consideration factor. Each Review Committee member will complete a proposal evaluation matrix form for each submission received. A composite rating will be developed which indicates the group's collective ranking of the highest rated proposals.

Selection will be made of one offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal. Negotiations may be conducted with one or more offerors so selected. Price will be considered, but need not be the sole determining factor. After negotiations have been conducted, if needed, the City will select one offeror, which, in its opinion, has made the best proposal, and will award a contract to that offeror. The City may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

The Evaluation Committee may afford those offerors whose proposals seem to be the most beneficial to the City an opportunity to make oral presentations in order to clarify their proposals, including presenting proposal in a public forum. If requested, oral presentations shall be made at no cost to the City. When the committee has tentatively selected an offeror, it may request a conference to clarify specific matters.

The City of Rockville reserves the right to reject any and all proposals and to accept the proposal(s) the City considers most advantageous. All proposals will become the property of the City.

In the event of oral presentations, the participating committee members will independently evaluate the presentations based on the following criteria:

<u>EVALUATION CRITERIA</u>	<u>WEIGHT</u>
8. Ability to Communicate Technical Concepts to Groups Without Related Backgrounds	50%
9. Experience of Staff in Providing Related Services	50%

At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror(s) proposals will be rescored to combine and include the information contained in the BAFO. In this instance, the decision to award will be based on the final evaluation including the BAFO.

Please note, respondents are discouraged from submitting inflated pricing in their original response in anticipation of price negotiation and the use of a BAFO process. The BAFO process may or may not be used, or may be used on a case-by-case basis to negotiate services, deliverables, pricing terms conditions, etc. with individual respondents. Placing inflated pricing in your original response may produce a low scoring result, which prevents your proposal from reaching the negotiation stage of the evaluation process.

The City Manager, or the Mayor and Council will make the final decision of award based on the recommendations of the Review Committee(s), and endorsement of any other governmental bodies if necessary.

11. COMPENSATION

The City will only compensate Contractor in the form of either one (1) lump sum payment upon completion and acceptance of all work, or monthly progress payments for work completed.

Note: In any event, compensation shall not exceed the fixed, firm lump sum price proposed within Contractor's offer.

Note: The City reserves the right to develop an evaluation formula for pricing after receipt of proposals, and reserves the right to give preferential price scoring to offers containing lump sum payment upon completion and acceptance of all work.

12. INVOICING AND PAYMENT

The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates), earned value chart (where applicable) and estimated percent completion for service.

Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following addresses:

City of Rockville
Department of Information Technology
City Hall
111 Maryland Avenue
Rockville, MD 20850

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

13. PAYMENTS TO SUBCONTRACTORS

Within seven days after receipt of amounts paid by the City of Rockville for work performed by a subcontractor under this contract, the Contractor shall either:

Pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this contract; or Notify the City of Rockville and Subcontractor, in writing, of his/her intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.

14. CONTRACT ADMINISTRATOR

Contact information for the contract administrator will be provided upon award.

15. CITY RESPONSIBILITIES

The City will provide copies of any readily available information, which it deems as helpful to the Contractor, however the City does not warrant the accuracy of any documents and/or information.

16. ADDITIONAL COMPLIANCE

All services shall be performed in compliance with industry standards has determined by the City of Rockville, and all federal, state, and local laws, ordinances, and regulations.

17. OWNERSHIP OF DOCUMENTS

Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files, and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of City of Rockville. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City of Rockville. Documents and materials developed by the Contractor under the resulting contract shall be the property of City

of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City of Rockville agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.

18. CONTRACT EXCLUSION AND AFFIRMATION

Signing the Letter of Interest and Execution of Offer with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts, and the Contractor may be removed from all proposal lists. By signing this proposal, the offeror/contractor hereby certifies that:

- The Contractor shall not engage in providing consulting or other services to any private entity regarding any property within any project area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise.
- The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
- The firm, corporation, partnership, or institution represented by the Contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- The Contractor has not received compensation for participation in the preparation of the specifications for this Request for Proposal.

19. PUBLIC INFORMATION REQUESTS

Information, documentation, and other materials submitted under this proposal may be subject to public disclosure under various open records acts. Offeror is hereby notified that the City of Rockville strictly adheres to these open records requirements and the interpretations thereof rendered by presiding courts and tribunals. Offeror shall be deemed to have knowledge of these laws and how to protect the legitimate interests of the contractor.

20. COST REDUCTION/SAVINGS

It is the City's intent that this request for proposal encourages maximum competition. Offerors are requested to identify in their proposal alternative approaches or methodologies, which if adopted, would reduce project costs, and generate additional cost savings. Offerors also should identify any aspect of the specifications that contribute unnecessarily to increased project cost.

21. COMPLIANCE WITH CONTRACT

The City Of Rockville will decide all questions, which may arise as to the quality, or acceptability of work performed, the manner of performance and the rate of progress of the work, the interpretation of the Requirements, Request for Proposal, Contractors Proposal, and Contract, as well as, acceptable fulfillment of the contract on the part of the Contractor.

22. PROOF OF COMPLIANCE WITH LAWS

When required, the Contractor shall furnish the City Of Rockville with satisfactory proof of its compliance with any and all Federal, State and Local laws, statutes, ordinances, rules, and regulations, as well as, any and all orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this contract.

23. ABANDONMENT, DISSOLUTION AND RESTRUCTURING

A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City Of Rockville as soon as possible but not later than thirty (30) days from date of change.

24. INDEPENDENT VENDOR STATUS

Contractor agrees that Contractor and Contractor's employees and agents have no employer-employee relationship with the City of Rockville. The City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will the City furnish any medical or retirement benefits or any paid vacation or sick leave.

25. RIGHT TO AUDIT

At any time during the term of any subsequent agreement and for a period of four (4) years thereafter the City of Rockville or duly authorized audit representative of the City, at its expense and at reasonable times, reserves the right to incrementally audit Contractor's records. In the event, such an audit by the City reveals any errors/overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

26. NON-DISCLOSURE

Contractor and the City of Rockville acknowledge that they or their employees may, in the performance of any subsequent agreement come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Contractor or the City unless required by law.

27. PUBLICITY

Contractor agrees that it shall not publicize any subsequent agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the City of Rockville's name in connection with any sales promotion or publicity event without the prior express written approval of the City.

28. SEVERABILITY

If one or more provisions of any subsequent agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

29. NON-WAIVER OF DEFAULTS

Any failure of the City of Rockville at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of any subsequent agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the City at any time to avail itself of same.

30. OTHER SOURCES OF SUPPLY

The City of Rockville reserves the right to purchase Option B services from other sources of supply.

31. RENEWAL

Any subsequent agreement may be renewed for five (5) additional years, one (1) year at a time with all terms, and conditions remaining the same.

Unit prices and hourly rates are to be firm through June 30, 2019, and any discount structures shall remain firm throughout the life of any subsequent agreement. A request for a price or hourly rate adjustment is subject to approval or rejection by the City. A request for a price or hourly rate adjustment from a contract will not be approved unless the contractor submits to the City sufficient justification to support the Contractor's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve (12) month period immediately prior to the date of the request.

The request shall be based upon the CPI for all urban consumers issued for the Washington, D.C. Metropolitan Area by the United States Department of Labor, Bureau of Labor Statistics for the specific commodity or service group being provided by the Contractor under any subsequent agreement as listed. The request for the increase must be accompanied with supporting documentation justifying the requested price or hourly rate adjustment. A price or hourly rate adjustment may only be approved prospectively by a written contract amendment executed by the City. The price or hourly rate increase, if approved, shall be effective sixty (60) days from the date of receipt of the contractor's request.

32. CANCELLATION

Upon award, any order is subject to cancellation, without penalty either in whole or in part, if funds are not appropriated. The City reserves the right to immediate cancellation due to non-performance. The City reserves the right to cancellation for convenience with thirty (30) days written notice.

33. ADDITIONAL GENERAL TERMS AND CONDITIONS

- The City of Rockville and the Contractor are referred to throughout this document. The Contractor is the individual, firm, corporation or any combination thereof with which any subsequent contract is made by the City of Rockville.
- The offeror shall carefully examine the requirements and secure from the City of Rockville additional information, if necessary, that may be requisite to a clear and full understanding of the need.
- The Contractor shall agree to ensure the continuity of the designated primary Project Manager assigned to perform the service. Contractor represents and warrants that the primary Project Manager is available for the entirety of the program and shall remain available throughout the term of the contract. Contractor represents and warrants that Contractor shall not remove or replace the primary Project Manager and Contractor agrees that Contractor's removal or replacement of the primary Project Manager may be grounds for termination of the contract. The City of Rockville recognizes, however, that events beyond the control of Contractor, such as death, physical or mental incapacity, long-term illness, or the termination of employment of the primary Project Manager, may require the Contractor to propose a replacement of another employee of the Contractor. In the event that such a replacement is necessary, Contractor agrees that the replacement person shall have equal or better qualifications at no additional cost to the City of Rockville. No replacement person shall begin work on the program without the prior written consent of the City of Rockville.
- The Contractor shall ensure the designated Project Manager has the management and technical expertise to perform the required services of the program.
- The Contractor shall ensure that the Project Manager and staff are sufficiently skilled and knowledgeable to effectively and efficiently utilize general office and electronic communication technology.
- Contractor shall have access to the Internet, established electronic mail, and required equipment necessary to communicate with the City of Rockville, program participants and its customers. This technology shall be available to the Project Manager to communicate with all necessary parties through the term of this contract. It is expected that the Project Manager utilize technology to communicate while traveling, as well as, administrating this contract. The Contractor shall have the ability to transmit all documentation required by the City of Rockville electronically.
- It is the intent of the City of Rockville to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of statutory Procurement requirements, departmental needs, availability, and sound economic considerations. Suggested changes and environmental enhancements to this document's requirements for possible consideration and/or inclusion in future like requirements are encouraged.
- The terms and conditions found within **Attachment F** shall apply to any and all aspects of this work. In the event any terms and/or conditions are found to be conflicting within the entire Request for Proposal document, the City of Rockville shall determine, which terms and/or conditions apply on a case-by-case basis.
- Any and all third party (sub) contractors utilized shall adhere to and meet the requirements of Attachment F. Additionally, upon request by City staff, third party (sub) contractors are to provide Certificates of Insurance, which meet the City's minimum requirements.
- The Contractor agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under any subsequent agreement without undue delays and without cost to the City.

The acceptance of the work set forth herein by the City shall not relieve the Contractor of the responsibility of subsequent correction of such errors.

- Contractor's personnel shall be respectful and cautious of City of Rockville employees work areas and personal property, as well as, courteous to City of Rockville employees and the general public when working in areas where these individuals are present. The City of Rockville will determine the definitions of respectful, cautious, and courteous.
- The City reserves the right to retain all proposals submitted and to use any ideas therein regardless of whether that proposal is selected.
- References throughout this document to the City of Rockville, Mayor and Council, and/or City staff may at times be used synonymously. In the event of any questions or dispute, the City of Rockville reserves the right to solely determine whether or not any of the aforementioned terms were used synonymously within this document, and/or any subsequent contract.
- References throughout this document to bidders, companies, contractors, firm, offerors, respondents, consultant, etc. may at times be used synonymously. In the event of any questions or dispute, the City of Rockville reserves the right to solely determine whether or not any of the aforementioned terms were used synonymously within this document, and/or any subsequent contract.

(ATTACHMENT A)



**CITY OF ROCKVILLE
 EXECUTION OF OFFER FORM
 REQUEST FOR PROPOSAL 26-18
 BUSINESS PROCESS DOCUMENTATION AND
 WORKFLOW MAPPING CONSULTANT SERVICES**

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR PROPOSAL. CONTRACTOR AGREES TO PERFORM ALL WORK AS SET FORTH IN THIS REQUEST FOR PROPOSAL, AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS AT THE PRICES QUOTED ON THIS FORM.

OPTION A:

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1.	Process Category 1 Service Requests/Work Orders	1 TASK	\$ _____	\$ _____
2.	Process Category 2 Asset Management	1 TASK	\$ _____	\$ _____
3.	Process Category 3 Applications and Permits	1 TASK	\$ _____	\$ _____
4.	Process Category 4 Regulatory Inspection	1 TASK	\$ _____	\$ _____
5.	Process Category 5 Licensing Processes	1 TASK	\$ _____	\$ _____
6.	Process Category 6 Human Services Case Management	1 TASK	\$ _____	\$ _____
LUMP SUM TOTAL				\$ _____

NAME OF OFFEROR _____ RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)
RETURN THIS FORM WITH PROPOSAL

OPTION A (CONTINUED):

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
7.	Attach an estimate of the hours and hourly rates required per Section 10, Sub-Section g, Item ii, entitled "Price Proposal"			
8.	Attach an itemized list identifying all non-labor costs per Section 10, Sub-Section g, Item iii, entitled "Price Proposal"			

OPTION B:

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
9.	Hourly rate for additional process categories and/or review areas	1 HOUR	\$ _____	\$ _____

Note: The City reserves the right to award a contract consisting of any combination of options determined to be in its best interest, as determined by the City, and as agreed to by the successful proposer/contractor.

Note: Attach to the Execution of Offer (Attachment A), a highly detailed breakdown of cost per deliverable, which includes at a minimum the data and information requested in Section 10, Sub-Section g.

Note: All non-labor costs including data processing, forms, fax transmissions, telephone calls, printing and all other expenses are to be included within the pricing offered.

Note: No additional payment will be made for travel related expenses (e.g. – airfare, meals, mileage, lodging, per-diem, etc.).

OPTIONAL MASTER AGREEMENT

All proposers are encouraged to also submit hourly rates for all titles and positions for all services their firm provides, where all materials shall be provided at cost. The rates provided may be extended to the City and all members of the Metropolitan Washington Council of Governments (MWCOCG), selected by the proposer using the form found on the very last page of this RFP, for up to five (5) additional years, to be used on an as needed basis, if mutually agreeable to both parties. Please note, this statement makes no commitment to buy additional services, other than those needed to complete Item 1 (Above), and the City reserves the right to utilize other sources, at any time, during any agreed upon extension for like services.

NAME OF OFFEROR _____ RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)
RETURN THIS FORM WITH PROPOSAL

COMPENSATION FORMAT

Confirm which compensation format is offered as set forth in Section 12:

Lump Sum _____ Progress Payments _____

DELIVERY

Contractor shall begin work within ten (10) calendar days after receipt of a Purchase Order. All work associated with specific task shall be completed within agreed upon timelines, once the work begins, which ensures that the project is completed by June 30, 2019.

Yes _____ No _____

NAME OF OFFEROR _____ RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)
RETURN THIS FORM WITH PROPOSAL

LIST OF SUBCONTRACTORS OR SUPPLIERS

Identify the names of all Subcontractors/Suppliers who will be providing services under this contract and the type of work being subcontracted.

(A) _____

(B) _____

(C) _____

(D) _____

(E) _____

(F) _____

(G) _____

EXCEPTIONS

All exceptions taken to the Request for Proposal must be clearly indicated in the space provided below. Unless noted as an exception, the Contractor will be held responsible for providing each component or standard called for.

The City Manager for the City of Rockville, Maryland retains the exclusive right to approve or reject any exception taken to the specifications contained in this Request for Proposal. It is hereby agreed that if this Request for Proposal is rejected due to an exception taken to a requirement by the offeror, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any portion of this Request for Proposal?

ADDENDA

Acknowledgment is hereby made of the following Addenda, if any, (identified by number) received since issuance of this bid:

NAME OF OFFEROR _____ RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)
RETURN THIS FORM WITH PROPOSAL

EXECUTION

THE OFFEROR IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE PROPOSAL TO BE ACCEPTED. BY SIGNING, THE OFFEROR CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THE REQUEST FOR PROPOPAL, ADDENDUMS, PROPOSAL, ANY AND ALL E-MAILS/LETTERS OF CLARIFICATION, BAFO AND CONTRACT.

The proposal, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a proposal is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

IF AN INDIVIDUAL:

NAME: _____

_____ Street and/or P.O. Box

_____ City State Zip Code Fed ID or SSN

_____ (SEAL) _____
 Signature Date

_____ Print Signature

WITNESS: _____

Signature

_____ Print Signature

NAME OF OFFEROR _____ RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)
RETURN THIS FORM WITH PROPOSAL

IF A PARTNERSHIP:

NAME OF PARTNERSHIP: _____

_____ Street and/or P.O. Box

_____ City State Zip Code Fed ID or SSN

BY: _____ (SEAL) _____ Date
Signature Date

_____ Print Signature

TITLE: _____ WITNESS: _____ Signature

_____ Print Signature

IF A CORPORATION:

NAME OF CORPORATION: _____

_____ Street and/or P.O. Box

_____ City State Zip Code Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____ (SEAL) _____ Date
Signature Date

_____ Print Signature

TITLE: _____ WITNESS: _____ Secretary's Signature

_____ Print Signature

NAME OF OFFEROR _____ RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)
RETURN THIS FORM WITH PROPOSAL

REMITTANCE ADDRESS (if different than above)

_____ Street and/or P.O. Box

_____ City State Zip Code

NOTE: Firms must use their FULL LEGAL name. Generally, a corporation's name must end with a suffix indicating the corporate status of that business (i.e., Inc., Co., Corp., etc.). Individuals or corporations may indicate trade names with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. Failure to use your FULL LEGAL name may be cause for rejection of the proposal.

CONTACT FOR ADMINISTRATION

NAME: _____

TELEPHONE: _____

EMAIL: _____

PAYMENT REMITTANCE ADDRESS

NAME OF OFFEROR _____ RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT B)



REFERENCES

The Offeror shall be a competent and experienced contractor with an established reputation within the community. The Offeror shall have performed similar work for a minimum period of five (5) years. He shall furnish a representative list of three (3) projects involving work as specified. The Offeror shall have adequate technically qualified personnel employed within his organization to perform all phases of contract requirements. Ability to meet the foregoing experience requirements shall be considered by the City in determining the responsibility of the Offeror. Failure to submit the required information with the Proposal may be cause for rejection of the Request for Proposal.

The City may make such investigation, as it deems necessary to determine the ability of the Offeror to furnish the services and the Offeror 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 proposal if the evidence submitted by or investigation of such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the contract and deliver the service herein.

1. Company Name: _____
Address: _____
Contact Person: _____ Phone: _____
Contract Value: _____
Description: _____

2. Company Name: _____
Address: _____
Contact Person: _____ Phone: _____
Contract Value: _____
Description: _____

3. Company Name: _____
Address: _____
Contact Person: _____ Phone: _____
Contract Value: _____
Description: _____

NAME OF OFFEROR _____ **RETURN THIS FORM WITH PROPOSAL**

(ATTACHMENT C)
A F F I D A V I T

I hereby affirm that:

I am the _____ and the duly authorized representative of the firm of _____ whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

**AFFIDAVIT OF QUALIFICATION TO
CONTRACT WITH A PUBLIC BODY**

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body 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.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and Title _____ Date _____

NAME OF OFFEROR _____ RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT D)**RESPONDENT'S QUESTIONNAIRE**

The Respondent recognizes that in selecting a company/agent, The City of Rockville will rely, in part, on the answers provided in response to this Questionnaire. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete. The City of Rockville reserves the right to contact each and every reference listed below and shall be free from any liability to respondent for conducting such inquiry.

Company Profile

1. Number of Years in Business: _____
2. Type of Operation: Individual____ Partnership____ Corporation____ Government____
 Number of Employees: _____ (companywide)
 Number of Employees: _____ (servicing location)
 Annual Sales Volume: _____ (companywide)
 Annual Sales Volume: _____ (servicing location)
3. State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested by the City of Rockville.
4. Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis), which indicates the financial stability of your company, if requested by the City of Rockville.
5. Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
6. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with The City of Rockville.
7. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

NAME OF OFFEROR_____RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT E)
SAMPLE FORM – DO NOT RETURN

AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2012 by and between the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of Maryland, hereinafter referred to as the "CITY", and **<CONTRACTOR'S NAME>** hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the City desires the Contractor to provide **<DESCRIBE THE SERVICE>**

WHEREAS, the City desires to employ the services of the Contractor in connection with the aforementioned service under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and promises set forth, the parties hereto agree as follows:

1. SCOPE OF WORK. The Contractor agrees to perform the work described and be bound by the terms and conditions set forth in the **<letter agreement dated xxx or RFP# and title>** hereto attached a made a part hereof and identified as Exhibit "A" and in the **CONTRACTOR'S** proposal dated **xxxx** hereto attached a made a part hereof and identified as Exhibit "B"; **<reference other attachments as necessary>** In the event any terms of the attached exhibits conflict with this Agreement, this Agreement shall prevail. **<if numerous exhibits list prevailing exhibit(s)>**

Contractor shall perform the services described in this Agreement (a) in a timely, diligent and professional manner in accordance with recognized standards of the applicable industry or profession, and; (b) in accordance with the time periods set forth in this Agreement and in the schedule and sequencing specified by the City. Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to ensure that such services being performed under this Agreement are completed in the best way and in the most expeditious and economical manner consistent with the City's best interests.

2. REVIEW BY CITY. The Contractor agrees that the work and records covered by this Agreement will be subject to review, at all times, by representatives of the City.

3. OWNERSHIP RIGHTS. All finished or unfinished documents, data, studies, surveys, drawings, CADD drawings, maps, models, photographs, letters and reports prepared by the Contractor or his subcontractors shall become the property of the City.

4. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, the Contractor agrees that he will comply with all applicable federal, state and local laws relating to discrimination in employment.

(ATTACHMENT E)
SAMPLE FORM – DO NOT RETURN

5. INDEMNIFICATION. The Contractor agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the Contractor, its subcontractors, servants, agents or employees incurred in the performance of the Agreement.

6. TIME OF ESSENCE. The Contractor acknowledges that time is of the essence in providing the services under this Agreement and agrees to assign adequate personnel sufficient to respond to requests for service.

7. CONTRACT TERM. This Agreement shall be effective upon execution of the contract and shall continue through **<TERM/ OR COMPLETION DATE>**

8. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid on a pro-rata basis for work performed prior to the effective date of such termination.

9. TERMINATION FOR CAUSE. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid an amount based on the number of hours actually worked at the hourly rates set forth herein, or if no hourly rate is set forth, Contractor shall be paid on a pro-rata basis for work performed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments due the Contractor up to the full amount of the Contractor's fee, until such a time as the exact amount of damages due the City from the Contractor is determined by any Court of competent jurisdiction.

10. COMPLIANCE WITH LAWS. The Contractor shall observe and comply with federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor or the Contractor's agent. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance and/or regulation, the Contractor will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.

11. SUBCONTRACTS. None of the services covered by this Agreement, shall be subcontracted without the prior written consent of the City. The Contractor will require all subcontractors to have in effect at all times insurance coverage as required by the City in Exhibit

(ATTACHMENT E)
SAMPLE FORM – DO NOT RETURN

“A” for negligent acts, errors and omissions of subcontractors and their employees and the City shall be named as an insured party.

12. ASSIGNMENT. The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

13. INSURANCE. The Contractor shall carry insurance with limits as required in Exhibit “A” by the City and shall provide to the City a certificate evidencing the same.

14. CONFLICTS OF INTEREST. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

15. DISPUTES. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising out of this agreement which is not disposed of by agreement, shall be decided in accordance with Section 17-174 of the City’s Purchasing Ordinance as set forth in Chapter 17 of the Rockville City Code.

16. GOVERNING LAW. This Agreement is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Montgomery County, Maryland.

17. SUCCESSORS AND ASSIGNS: This Agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, this Agreement shall be considered a personal services contract and the Contractor shall not assign any right or obligation under this Agreement without the City's express written consent which may be withheld in the City's sole and absolute discretion.

18. INDEPENDENT CONTRACTOR. The Contractor shall perform this Agreement as an independent contractor and shall not be considered an agent of the City, nor shall any of the Contractor's employees or agents be subagents of the City.

19. COMPENSATION. The Contractor shall provide to the City the services described in the amount not to exceed <OR LUMP SUM \$>. In the event the labor hours and expenses exceed this amount the Contractor shall complete the task with no additional compensation.

20. INVOICING. Requisitions for payment shall include a complete description of the services rendered, personnel, hourly rates, hours and date of services. All requisitions shall be submitted to the City of Rockville, Attn: Mr. xxxx, 111 Maryland Avenue, Rockville, MD 20850.

(ATTACHMENT E)
SAMPLE FORM – DO NOT RETURN

21. MODIFICATION. This agreement may be modified only by written instrument signed by both parties hereto.

22. ENTIRE AGREEMENT. This agreement, including the exhibits attached hereto, constitutes the entire agreement between the City and the Contractor, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on the date written above.

ATTEST

THE MAYOR AND COUNCIL OF
ROCKVILLE

City Clerk

By: _____
City Manager

ATTEST

<CONTRACTOR NAME>
By: _____ (Seal)

Print or Type Name

Print or Type Name

Print or Type Title

Print or Type Title

Approved as to form and legality:

City Attorney

(ATTACHMENT F)
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN



**CITY OF ROCKVILLE
MARYLAND
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
(PROPOSAL 10.2012)**

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless accepted in writing. Words and abbreviations that have well known technical or trade meanings are used in accordance with such meanings.
2. **PREPARATION** All bids are to be submitted in a sealed envelope to the Purchasing Office marked with the bid number.

Conditional bids and bids containing escalator clauses will not be accepted. Bids must be signed by an individual authorized to bind the bidder.
3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
4. **BID AWARD** The award will be made to the offeror whose proposal, in the opinion of the City is the best taking into consideration all aspects of the offeror's responses, including total net cost to the City. In the event that the offeror to whom the award is made does not execute a contract within 15 days from receipt of the contract, the City may give notice to such offeror of intent to award the contract to the next most qualified offeror, or to call for new proposals.
5. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City. Such addendums, if issued, will posted at: <http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.
6. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City.

Bids shall be valid for a minimum of 120 days following the deadline for submitting offers. Bids may not be withdrawn during that period. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made or proper notice is given to the Purchasing Agent of Offeror's intent to withdraw its offer. Offers may only be canceled by submitting Notice at least 15 days before the expiration of the then current 120-day period.
7. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.
8. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract.
9. **BID WITHDRAWAL** Requests for withdrawal of bids prior to bid opening shall be transmitted to the Purchasing Agent in writing.
10. **MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.

10.2012

(ATTACHMENT F)
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN

11. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be store in a secure manner. After such records are no longer need for record purposes, the records shall be destroyed or returned to the City.

Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address:
http://www.rockvillemd.gov/business/Rockville_Confidentiality_Policy.pdf.

12. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of 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 the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.
13. **INTEREST IN MORE THAN ONE BID AND COLLUSION** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
14. **EXECUTION OF CONTRACT** The Contractor shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached. No revisions to the agreement will be allowed.
15. **COMPENSATION** The City will compensate the Contractor in the form of either lump sum payment upon completion and acceptance of the work or monthly progress payments. In either event, compensation shall not exceed any fixed, firm Lump Sum or Total proposed pricing within the Contractor's offer. All non-labor costs associated with administration, including but not limited to plan copies, courier, mailing data processing, forms, fax transmission, telephone calls, printing, office supplies, copying, are to be included with the pricing and hourly rates offer, otherwise they shall become the responsibility of the Contractor. No payment or reimbursement will be made for travel expenses.
16. **INVOICING** The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.

Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address: City of Rockville, Attn: (Project Manager), 111 Maryland Avenue, Rockville, MD 20850.

17. **ELECTRONIC PAYMENT OPTION** The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services. Program information and registration can be viewed at the following web address:
<http://www.rockvillemd.gov/business/payment>
18. **PAYMENT TO SUBCONTRACTOR** Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Contractor shall either: Pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this contract; or Notify the City of Rockville and Subcontractor, in writing, of his/her intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.
19. **PERSONNEL** Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written

(ATTACHMENT F)
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN

professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.

20. **PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the bid document, rates quoted are to be firm for two (2) years after award of a contract. These rates will apply to additional work, change orders and contract modifications. A request for price adjustment after the 2-year period is subject to approval or rejection by the Purchasing Agent. The Consultant shall submit to the Purchasing Agent sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.
21. **INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.
22. **DELIVERY** All time limits stated in the contract documents are of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.
23. **DELAYS/EXTENSION OF TIME** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

All claims for extensions must be a written notice sent to the Purchasing Agent within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

24. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award may be made to second ranked Bidder, or, the work may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices.
25. **TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon five (5) calendar day's written notice when the City determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.
26. **ABANDONMENT, DISSOLUTION AND RESTRUCTING** A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City Of Rockville as soon as possible but not later than thirty (30) days from date of change.
27. **CHANGES** The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Purchasing Agent.

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the scope of work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City .

28. **EXTRA COSTS** If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, a written request must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

(ATTACHMENT F)
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN

Any discrepancies which may be discovered between actual conditions and those represented by the specifications and/or drawings shall be reported to the City and work shall not proceed, until written instruction has been received by the Contractor from the City. On drawings the figured dimensions shall govern in the case of discrepancy between the scales and figures.

Anything shown on applicable plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans have the same effect as if shown or mentioned respectively on both.

29. **GUARANTEE** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made.

The Contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the Contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

30. **DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Agreement. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of City having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to City.

31. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.

32. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract.

This does not relieve the Contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

33. **RESERVATIONS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.

The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

34. **AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

35. **INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the Contractor, or subcontractors or agents of the Contractor.

36. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

37. **PROPRIETARY INFORMATION** The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof

(ATTACHMENT F)
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN

other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal.

38. **RELEASE OF INFORMATION** During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.
39. **PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City.

The Contractor will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Contractor infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Contractor will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

40. **MISCELLANEOUS PROVISIONS** The City and the Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

41. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.
42. **BROKERING** The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.
43. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices (provided by the City) setting forth the provisions of this nondiscrimination clause.

If the Contractor fails to comply with non-discrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville.

Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

44. **LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the Contractor's

(ATTACHMENT F)
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN

employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

45. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
46. **ASSIGNMENT** Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the City.
47. **EXCLUSION** As part of the contract, the offeror must warrant that it will not engage in providing consulting or other services to any private entity regarding any property within the study area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise. This exclusion also applies to all subcontractors.
48. **OWNERSHIP OF DOCUMENTS** Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of the City. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.

(ATTACHMENT F)
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability	Each Occurrence/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

(ATTACHMENT F)
GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville
(Contract #, title)
City Hall
111 Maryland Avenue
Rockville, MD 20850

(ATTACHMENT G)
PROCESS CATEGORY 1: CITY MANAGER'S OFFICE
CUSTOMER SERVICE REQUEST DOCUMENTATION – DO NOT RETURN

Customer Service Request

Work Flow Process

Prepared August 23, 2017

- A Customer Service Request ("Request"), which may be a comment, question, complaint or information request is sent to the Mayor and Council or the City Manager via:
 - o Email
 - o Letter
 - o Mayor and Council Drop-In
 - o Telephone call to the City Manager's Office or City Clerk's Office
 - o Referral from Mayor and Council or City Manager
 - o Walk-in to the Mayor and Council or City Manager's Office
- Log into SharePoint and create a Customer Service Request.
- Send an initial response to customer, acknowledging the Request.
- Assign the Request to the appropriate department and division.
- Department staff investigate issue or concern, and share a response with the Customer Service Request Coordinator by email or in SharePoint.
- Customer Service Request Coordinator sends a follow-up email or letter to the individual in response to their comment or concern, and closes Customer Service Request
- A weekly Customer Service Request Report is run in SharePoint and a copy of provided to the Mayor and Council and Senior Staff.

(ATTACHMENT G - CONTINUED)
PROCESS CATEGORY 1: CITY MANAGER'S OFFICE
CUSTOMER SERVICE REQUEST DOCUMENTATION – DO NOT RETURN

Report a Concern

Work Flow Process

Prepared August 24, 2017

- Customers use the **Report a Concern** ("Concern") link on the City's website to report a concern, or share a comment or question.
- Customers are directed to a listing of options, and select the link that best meets their specific Concern. The system generates an initial response, confirming receipt of the Concern.
- The Concern is automatically directed to the appropriate department/division/staff members who can best respond to the Concern.
- **If** appropriate, a work order is created to address the Concern.
- Staff investigates the Concern, and follows up with the customer to provide a response.

(ATTACHMENT G - CONTINUED)
PROCESS CATEGORY 1: CITY MANAGER'S OFFICE
CUSTOMER SERVICE REQUEST DOCUMENTATION – DO NOT RETURN

Maryland Public Information Act

Work Flow Process

Prepared March 30, :2017

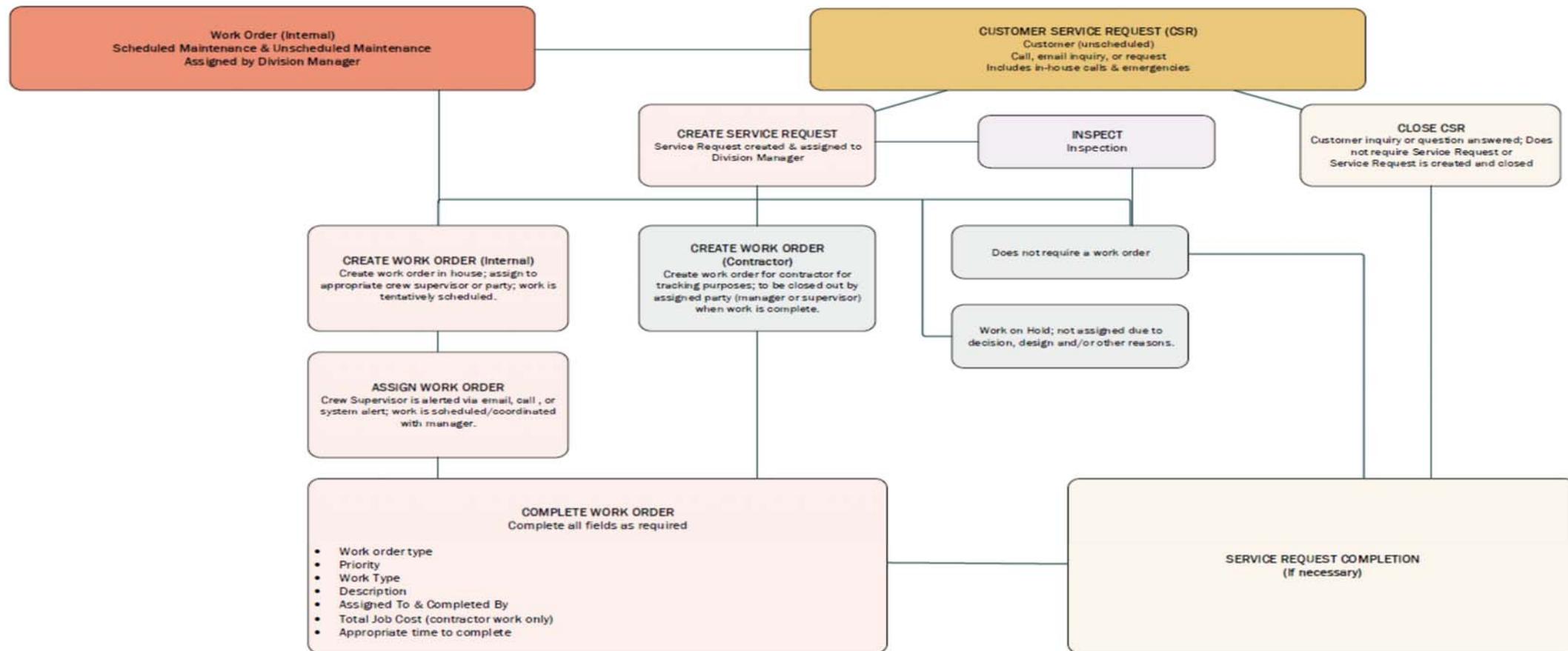
- Request is submitted directly to MPIA coordinator or forwarded promptly to MPIA coordinator by a staff member who receives it.
- MPIA coordinator logs in the request and assigns a file number.
- MPIA coordinator acknowledges request and provides a link to the City's MPIA Guidelines on the website.
- MPIA coordinator reviews the request, and promptly contacts requestor to narrow, clarify or focus the request, if necessary.
- In the event the City is not the custodian of records, the MPIA coordinator will notify the requestor within 10 business days, and close the MPIA.
- If the City is the custodian of records, the request is forwarded to the appropriate staff for retrieval of records.
- Staff returns the records to the MPIA coordinator, highlighting any possible concerns they have regarding confidential or proprietary information. In the event the time spent is over two hours, staff includes a list of staff names and time spent on the request.
- MPIA coordinator conducts initial review of records, prepares a draft response, and forwards the MPIA file to the City Attorney's Office (CAO) for review.
- CAO reviews/approves records and returns file to MPIA coordinator.
- MPIA coordinator addresses any direction from the CAO, prepares email response, with pdf attachment of records, and sends to requestor within 10 working days of receipt of MPIA request.
- In the event a charge has been incurred, the MPIA Coordinator notifies the requestor within 10 working days, and requests payment before release of the responsive records.
- MPIA Coordinator updates MPIA log to reflect the closure of the MPIA request.

- In the event staff is unable to provide the responsive records in a timely manner, so that the City can respond to the MPIA within 10 working days, MPIA Coordinator contacts requestor within 10 working days, in writing or by electronic mail, with a 10-day letter (letter). This letter must include the amount of time the city anticipates it will take to produce the public record; an estimate of the range of fees that may be charged and the reason for the delay.

- Once the records are received from staff, the MPIA custodian follows the same procedure as outlined above, providing the records within 30 days of the MPIA request.

(ATTACHMENT H)
PROCESS CATEGORY 1: RECREATION & PARKS (FORESTRY DIVISION)
WORK ORDER & SERVICE REQUEST WORKFLOW – DO NOT RETURN

Work Order & Service Request Process and Procedures
 August 16, 2017



(ATTACHMENT I)
PROCESS CATEGORY 2: RECREATION & PARKS (FORESTRY DIVISION)
DO NOT RETURN

Activities

Installation or Construction
Repair
Replacement
Maintenance
Removal

(ATTACHMENT I CONTINUED)
PROCESS CATEGORY 2: RECREATION & PARKS (FORESTRY DIVISION)
DO NOT RETURN

Department Assets	Asset Type
Facilities / Buildings	<ol style="list-style-type: none"> 1. Structural (roof, framing, foundation) 2. Mech. Equip. (plumbing, HVAC) 3. Electrical (Panel boxes, breakers, fixtures, Ballasts, lights) 4. Finishes – Flooring, carpet 5. Doors, Windows
Parks and R.O.W.	<ol style="list-style-type: none"> 1. Play Equipment 2. Exercise Equipment 3. Ball Field (Backstops, surface, fences, grandstands, player benches) 4. Tennis Court 5. Basketball Court (nets, stations, rims, asphalt/surface) 6. Hardscapes (Park Benches, Picnic Tables, Drinking Fountains) 7. Landscape Areas (Landscape beds, mulch areas, flower bed) 8. Paths and walks (Sidewalks, Bike Paths) 9. Mow Areas (Fields, ROW mow areas)
Fleet Equipment / Parks Equipment	<ol style="list-style-type: none"> 1. Landscape Equipment – Mowers, tractors, chippers, weed eaters, chainsaws 2. Snow Removal Equipment – Blowers, blades 3. Carpentry Shop – saws, routers, lathe, planer, jointer 4. Hand Tools
Forestry	<ol style="list-style-type: none"> 1. Street Trees 2. Park Trees 3. Forest Conservation Areas

(ATTACHMENT I CONTINUED)
PROCESS CATEGORY 2: RECREATION & PARKS (FORESTRY DIVISION)
DO NOT RETURN

Acrobat
Site Form - Tree Tracker

Tree Tracker - Site Form

ADDRESSES

Address	Street	Assigned?
17934	Adams Dr	<input type="checkbox"/>
17942	Adams Dr	<input type="checkbox"/>
17943	Adams Dr	<input type="checkbox"/>
17980	Adams Dr	<input type="checkbox"/>
17981	Adams Dr	<input type="checkbox"/>
17984	Adams Dr	<input type="checkbox"/>

SERVICE REQUESTS

Caller Name:

Caller Address:

Phone 1 / 2:

Received Date: By:

Request:

Priority:

Inspector:

Resolve Date:

Request ID: 47 Request 1 of 1

Selected for Pick List

TREES / PLANTING SITES

Block / Location / Inventory:

On Street:

Frm Street:

To Street:

Side:

Side of Lot: Tree#:

Area:

Mngd By:

Location:

Land Use:

Date: By:

Project:

Tree Attributes:

Species:

Maintenance: Priority: Type:

Condition: Wood: Leaves:

Diameter: Failure Size:

Observations:

- Remove Hardware
- Mulched Improperly
- Planted Improperly
- Pruned Improperly
- Pest Problem
- Mechanical Damage
- Cavity/Decay
- Root Problem
- Sidewalk**
- Grate/Guard
- Poor Location
- Reinspect
- Underground Utilities

Notes:

WORK HISTORIES

Type of Work:

Work Date:

Crew:

Man Hours: Costs:

Work ID: 17,224 History 1 of 1

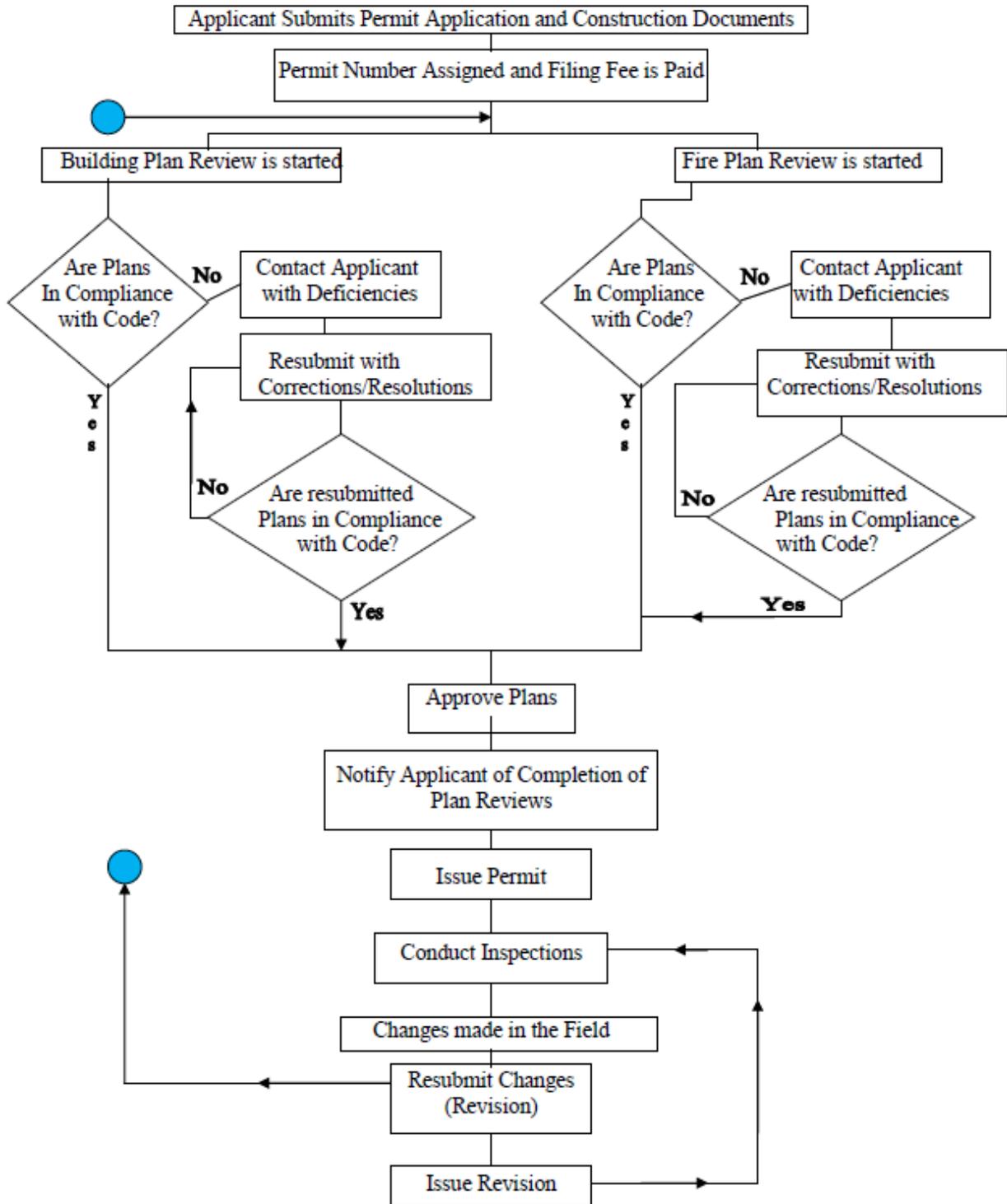
Tree 1 of 1 at this address Tree Value: \$0.00 Risk Rating: 0 of 20 Site ID: 18,426

Auto-Fill when Adding?
 Selected for Pick List

Form View Num Lock Powered by Microsoft Office Access

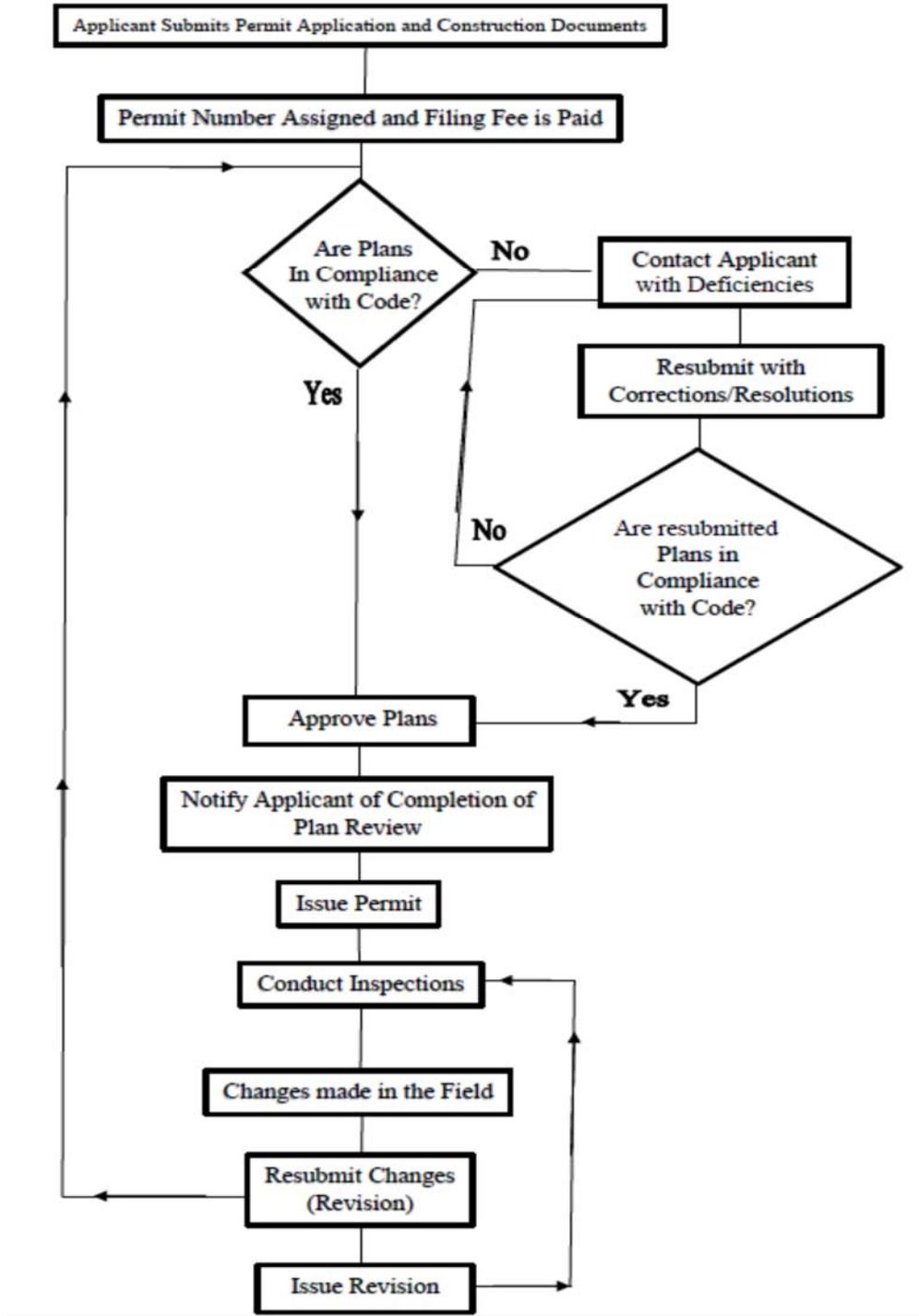
(ATTACHMENT J)
PROCESS CATEGORY 3: CPDS
COMMERCIAL REVIEW PROCESS - DO NOT RETURN

Commercial Review Process

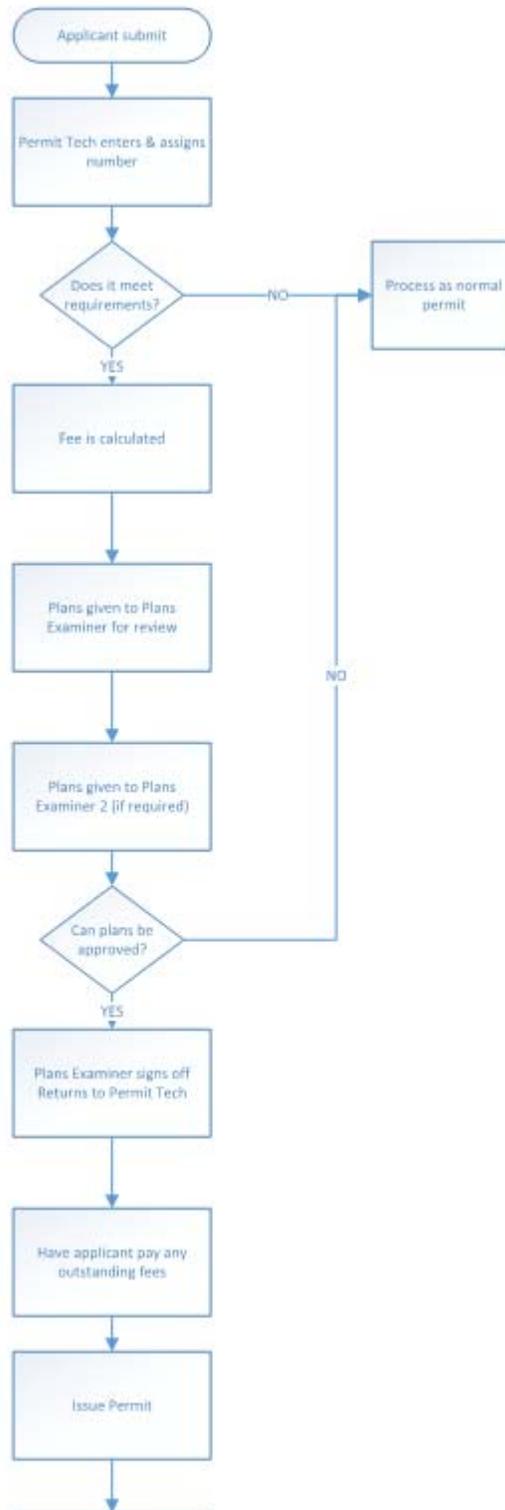


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PROCESS CATEGORY 3: CPDS
RESIDENTIAL REVIEW PROCESS - DO NOT RETURN

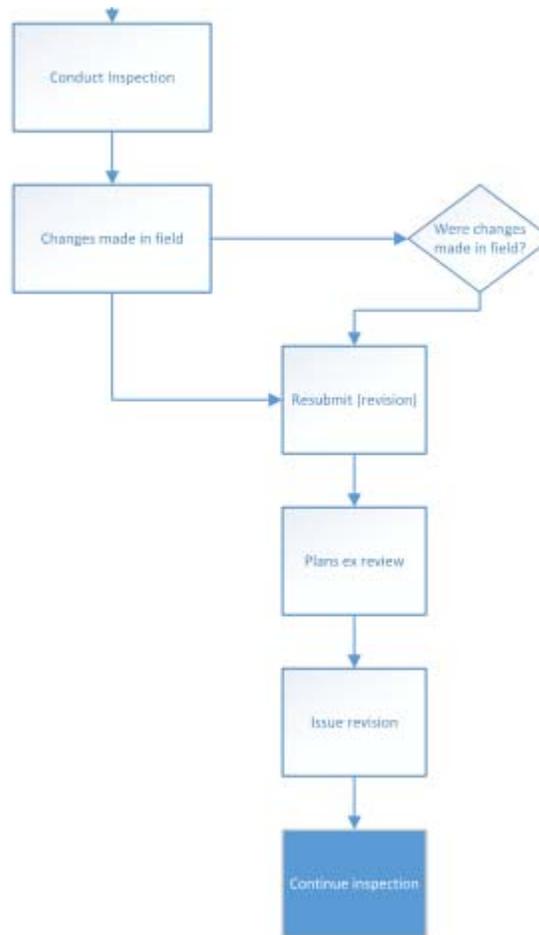
Residential Review Process



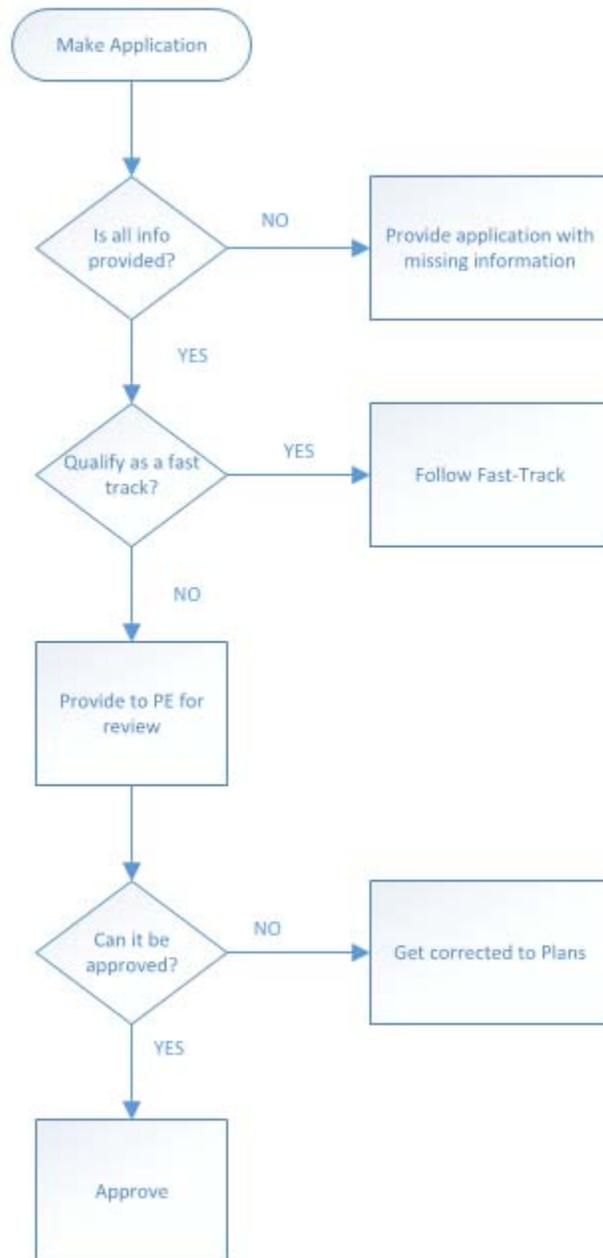
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PROCESS CATEGORY 3: CPDS
FAST TRACK FOR BLD - DO NOT RETURN



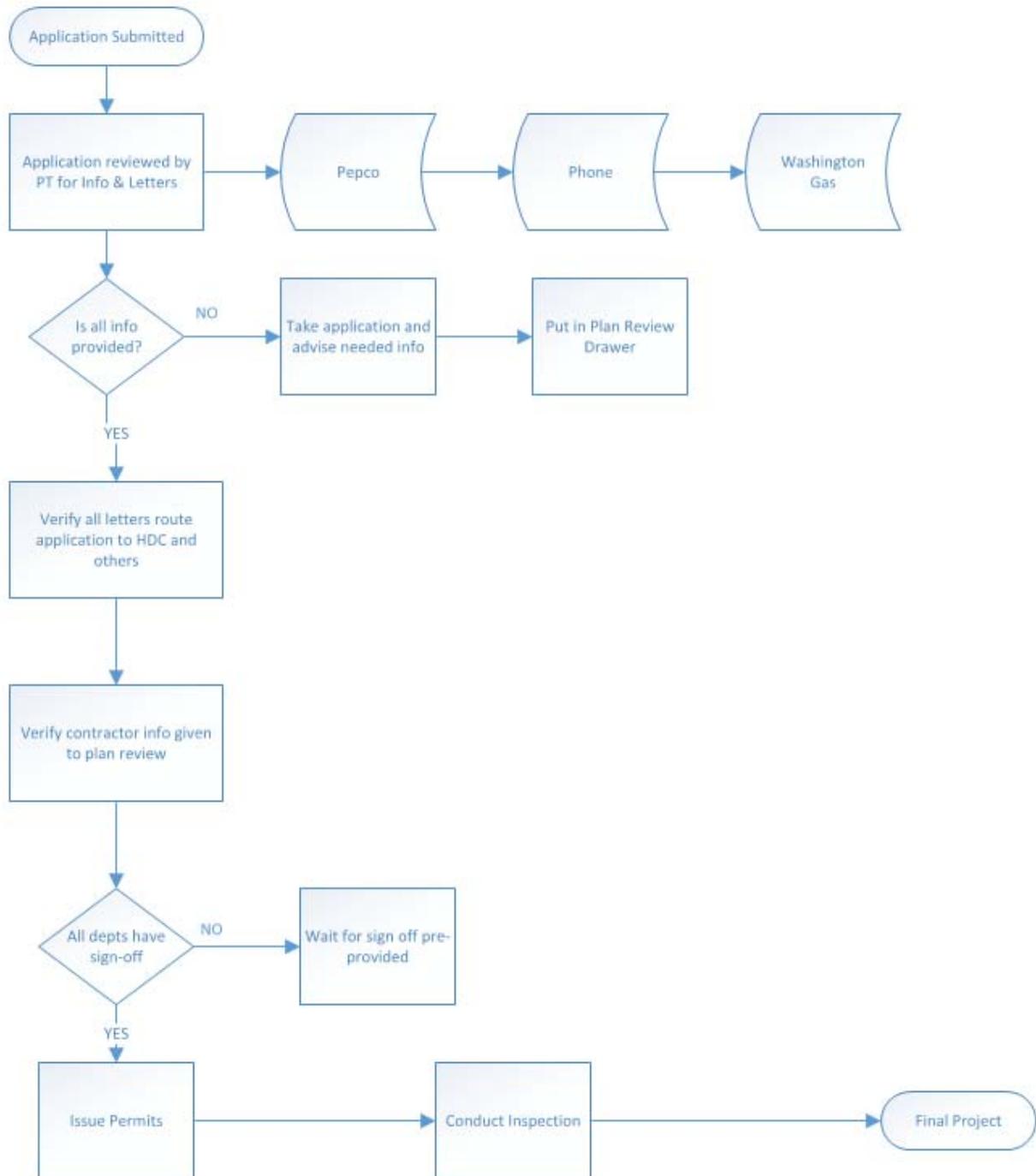
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PROCESS CATEGORY 3: CPDS
FAST TRACK FOR B LD CONTINUED - DO NOT RETURN



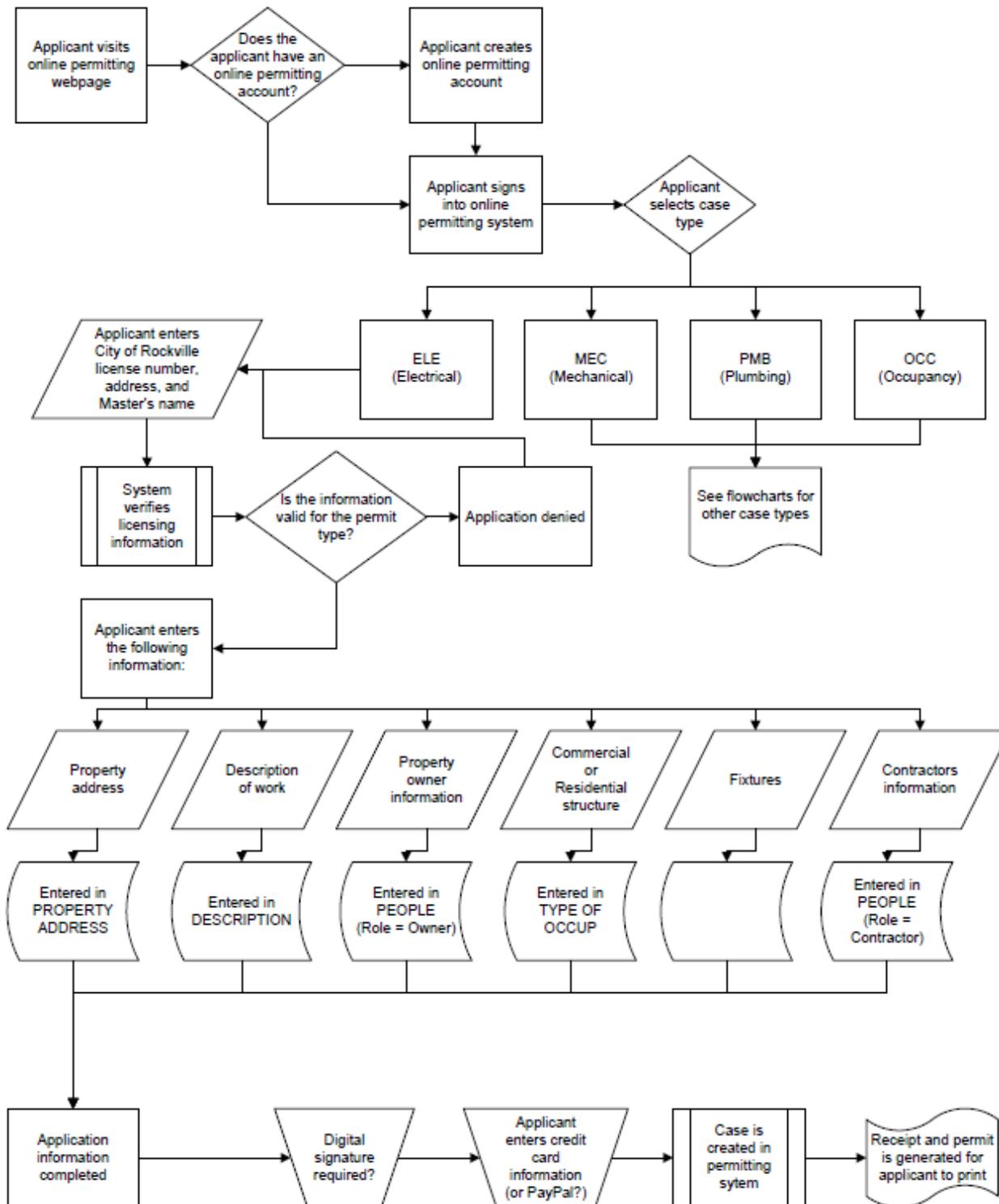
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PROCESS CATEGORY 3: CPDS
SHED/DECK/SOLAR - DO NOT RETURN



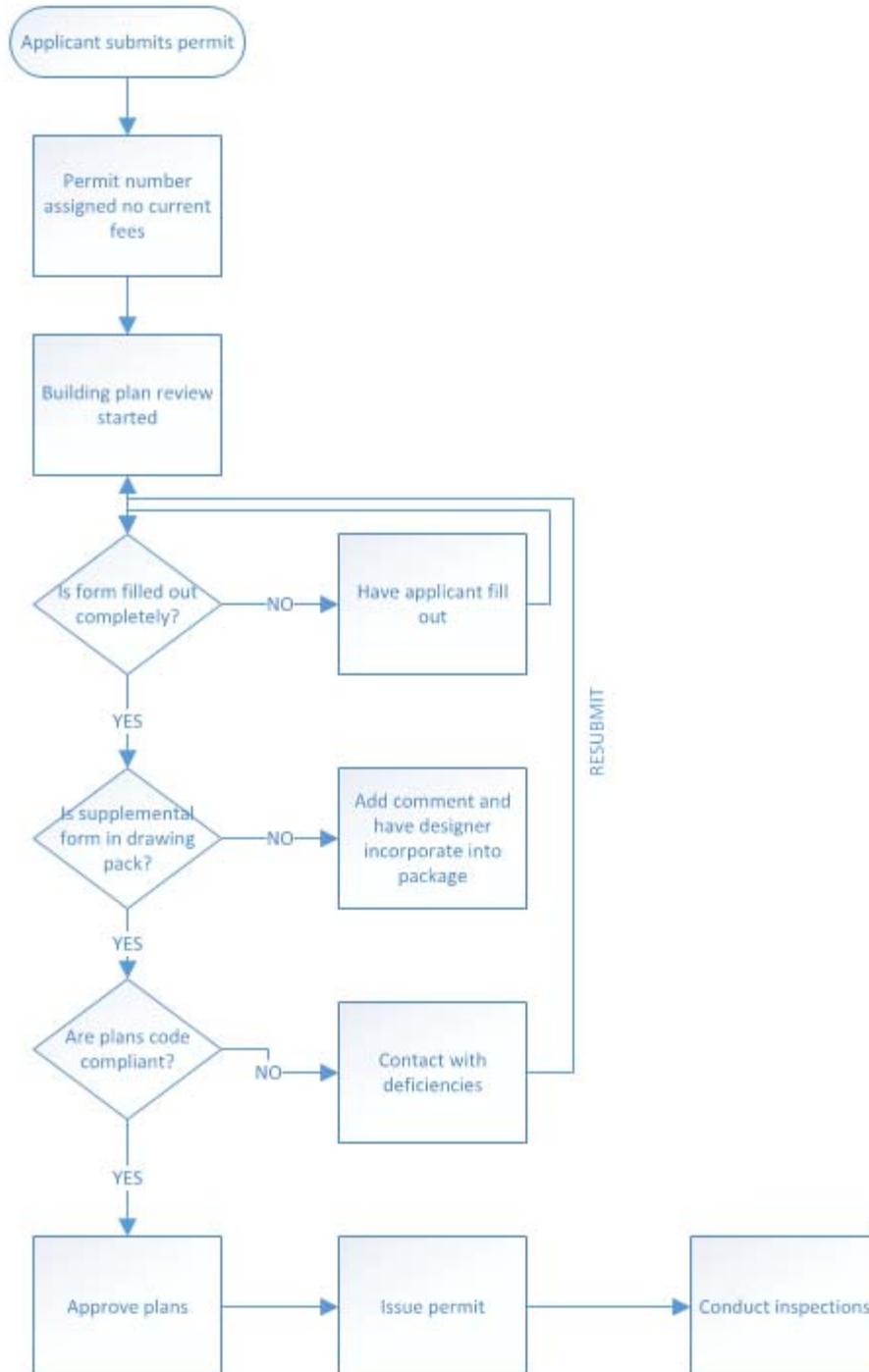
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DEMO - DO NOT RETURN



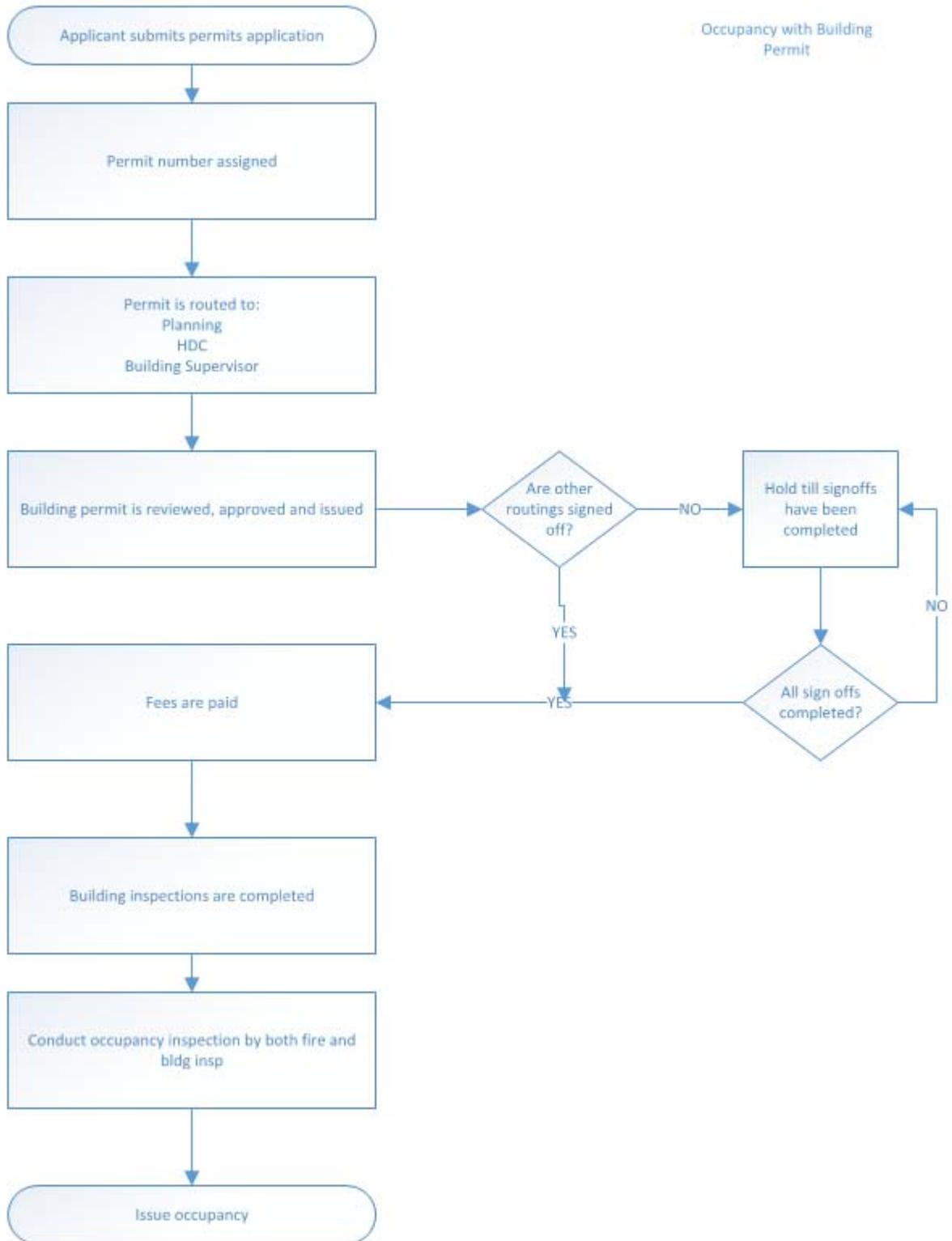
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PROCESS CATEGORY 3: CPDS
ELE ONLINE PERMITTING - DO NOT RETURN



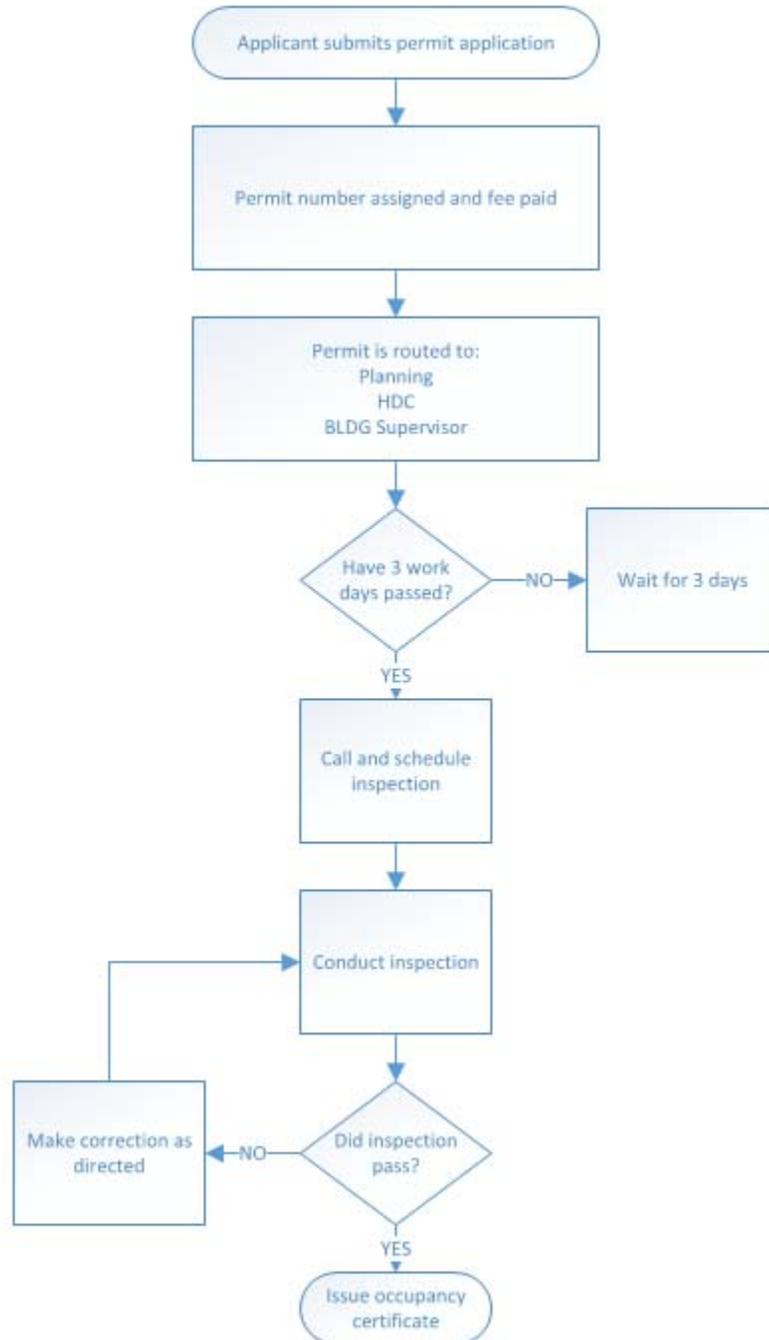
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PROCESS CATEGORY 3: CPDS
GREEN BUILDING - DO NOT RETURN



(ATTACHMENT J - CONTINUED)
PROCESS CATEGORY 3: CPDS
OCCUPANCY WITH BUILDING PERMIT - DO NOT RETURN

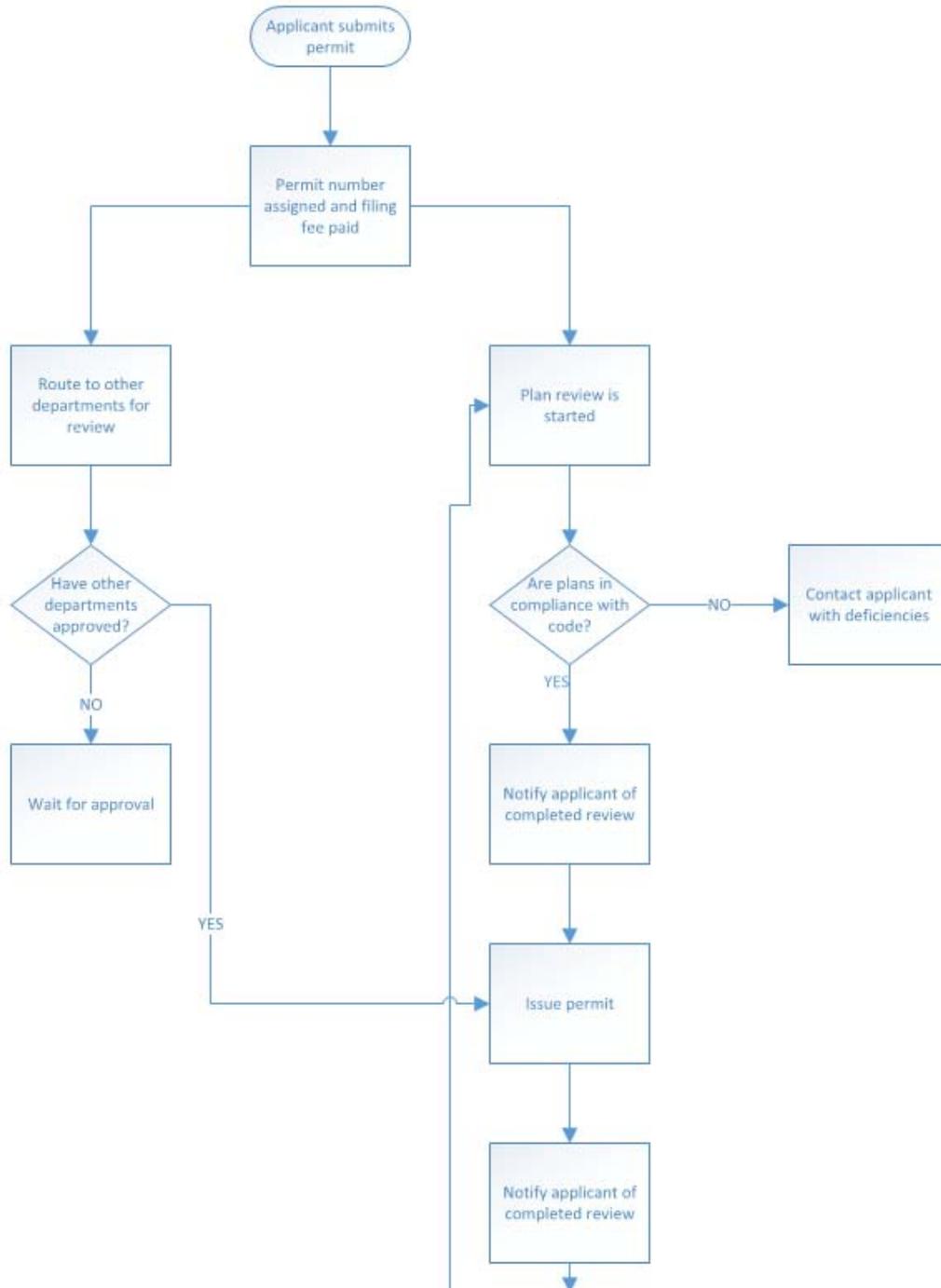


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PROCESS CATEGORY 3: CPDS
OCCUPANCY WITHOUT ADDITIONAL PERMIT - DO NOT RETURN

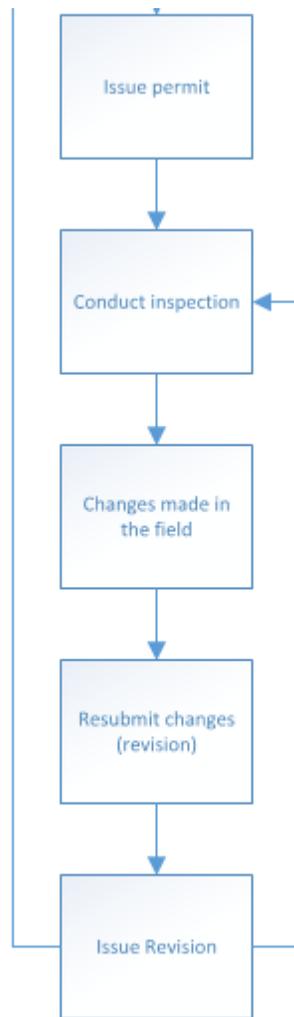


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SFD - DO NOT RETURN

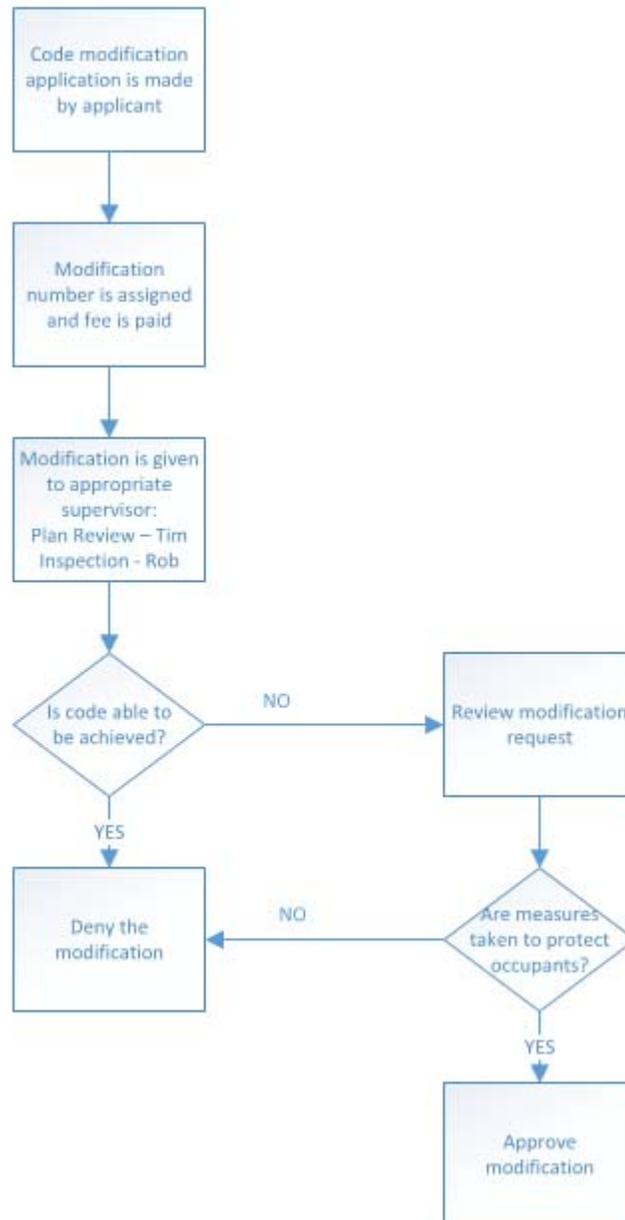
SFD



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PROCESS CATEGORY 3: CPDS
SFD - CONTINUED - DO NOT RETURN



(ATTACHMENT J - CONTINUED)
PROCESS CATEGORY 3: CPDS
MOD - DO NOT RETURN



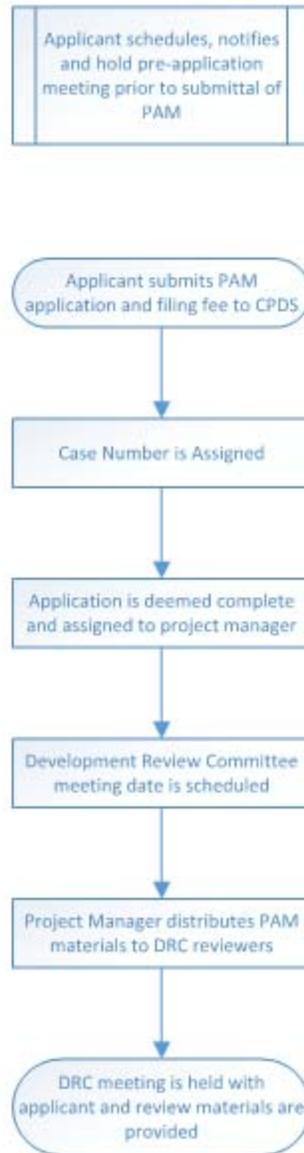
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ANX - DO NOT RETURN



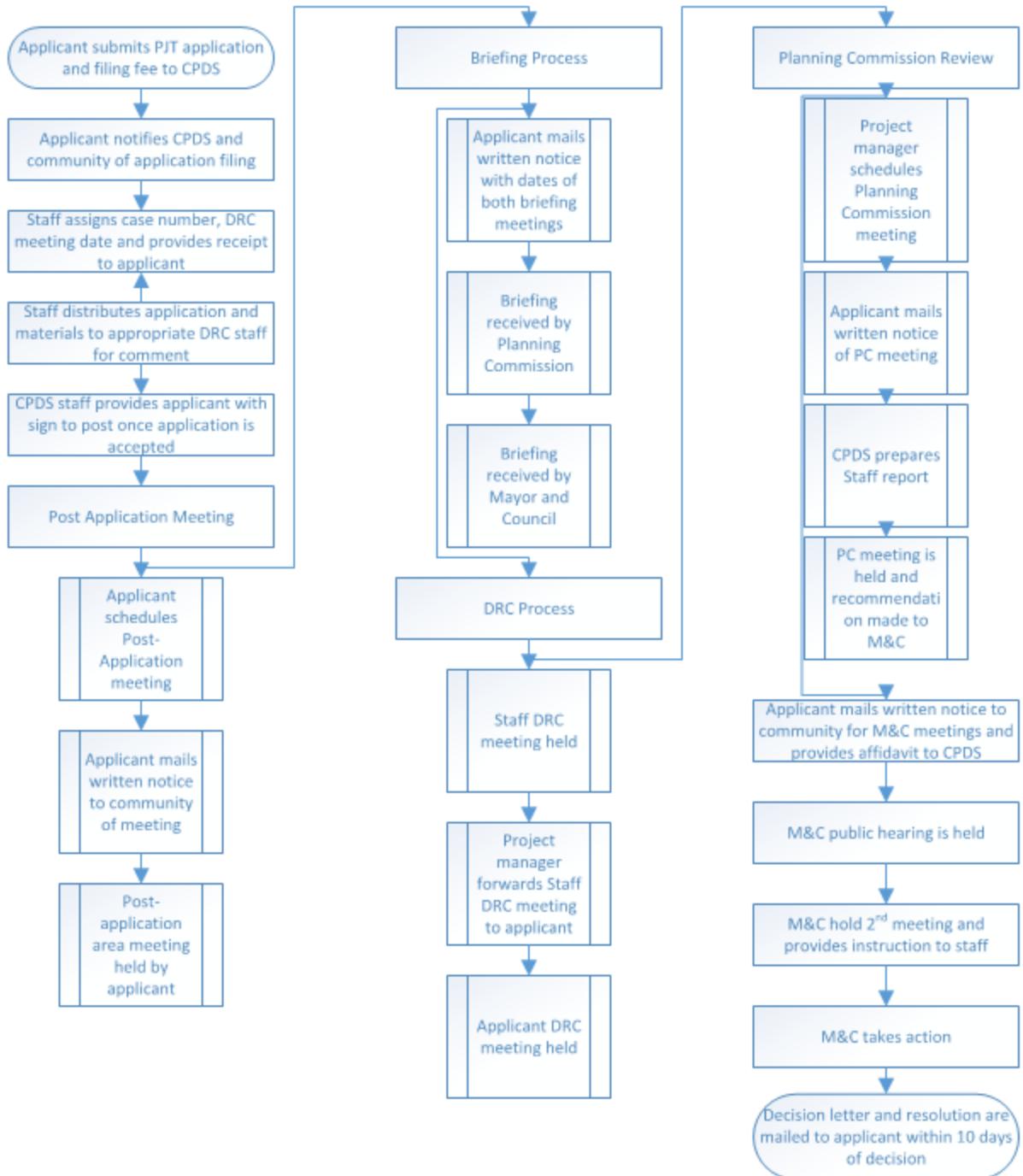
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PROCESS CATEGORY 3: CPDS
MAP - DO NOT RETURN



(ATTACHMENT J - CONTINUED)
PROCESS CATEGORY 3: CPDS
MAP - DO NOT RETURN



(ATTACHMENT J - CONTINUED)
PROCESS CATEGORY 3: CPDS
PJT - DO NOT RETURN



(ATTACHMENT J - CONTINUED)
PROCESS CATEGORY 3: CPDS
PLT - DO NOT RETURN



(ATTACHMENT J - CONTINUED)
PROCESS CATEGORY 3: CPDS
SPX - DO NOT RETURN



(ATTACHMENT J - CONTINUED)
PROCESS CATEGORY 3: CPDS
STP MAJOR AMENDMENT - DO NOT RETURN



(ATTACHMENT J - CONTINUED)
PROCESS CATEGORY 3: CPDS
STP LEVEL 1 - DO NOT RETURN



(ATTACHMENT J - CONTINUED)
PROCESS CATEGORY 3: CPDS
STP LEVEL 2 - DO NOT RETURN



(ATTACHMENT J - CONTINUED)
PROCESS CATEGORY 3: CPDS
STP MINOR AMENDMENT - DO NOT RETURN



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PROCESS CATEGORY 3: CPDS
TXT - DO NOT RETURN



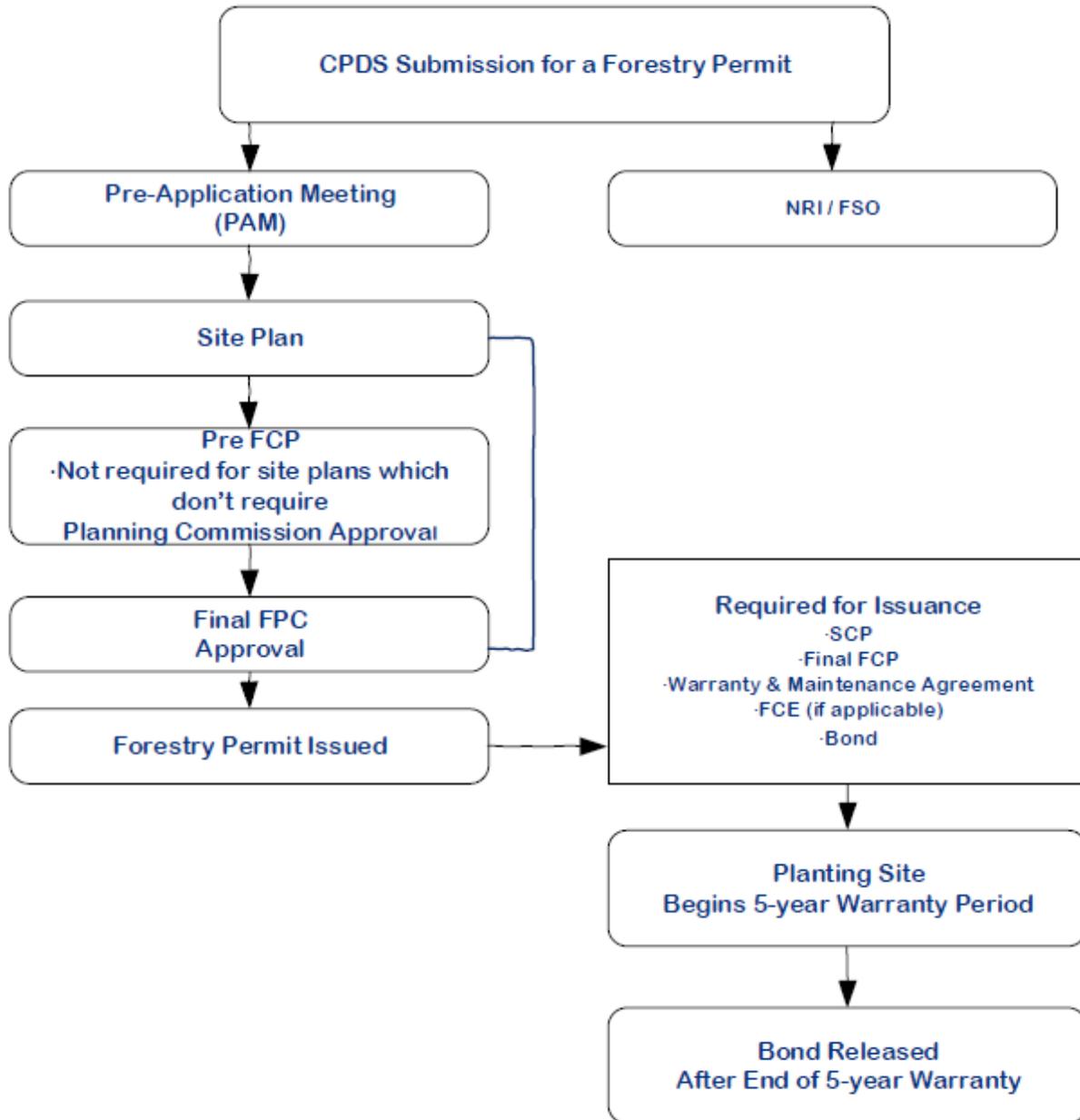
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PROCESS CATEGORY 3: CPDS
WAV - DO NOT RETURN



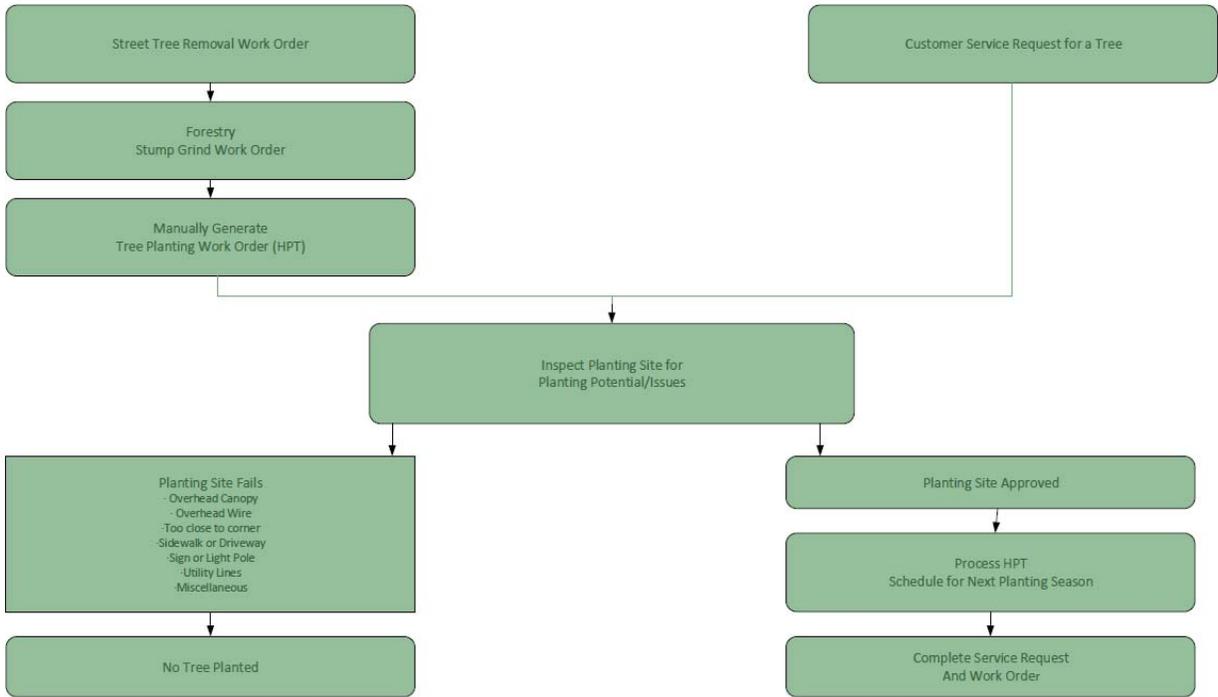
(ATTACHMENT J - CONTINUED)
PROCESS CATEGORY 3: CPDS
ZON - DO NOT RETURN



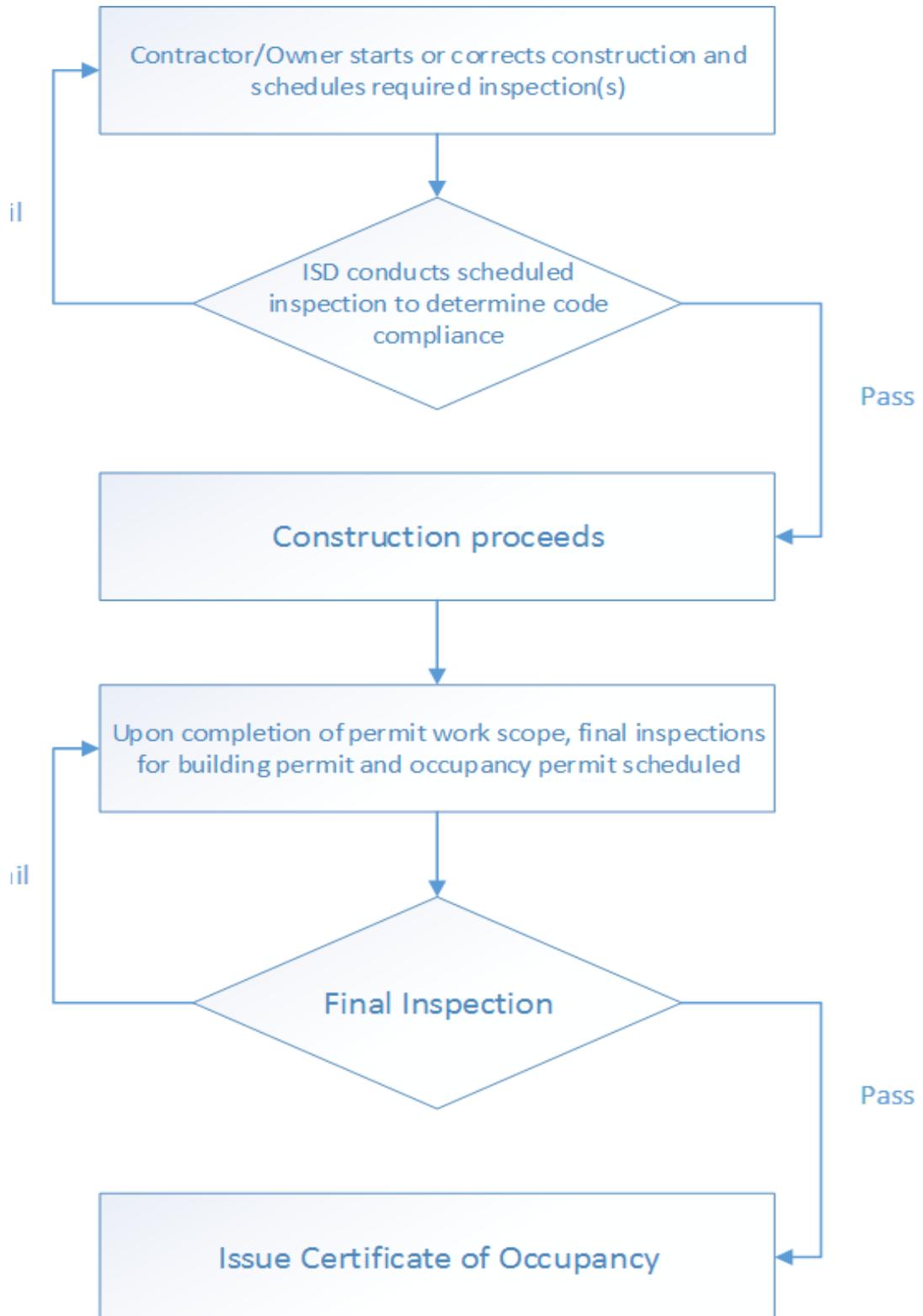
(ATTACHMENT K)
PROCESS CATEGORY 3: RECREATION AND PARKS (FORESTRY DIVISION)
FTP - DO NOT RETURN



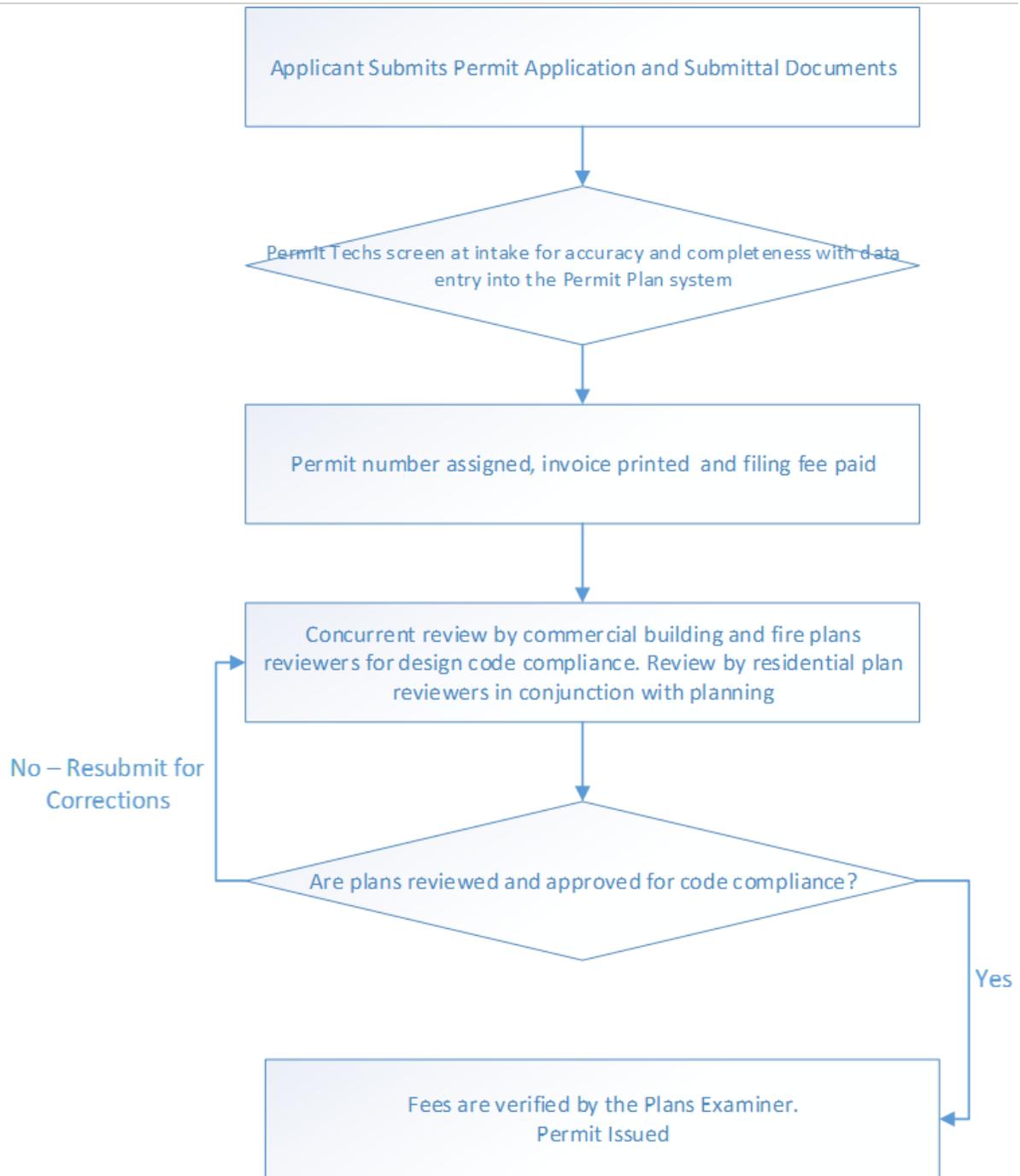
(ATTACHMENT K - CONTINUED)
PROCESS CATEGORY 3: RECREATION AND PARKS (FORESTRY DIVISION)
STREET TREE PLANTING - DO NOT RETURN



(ATTACHMENT L)
PROCESS CATEGORY 4: CPDS (INSPECTION SERVICES
DO NOT RETURN



(ATTACHMENT L - CONTINUED)
PROCESS CATEGORY 4: CPDS (INSPECTION SERVICES
DO NOT RETURN



(ATTACHMENT M)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

Commercial Inspector Permits & Licenses

Procedures for Processing Permits and Applications

The following case types are listed in the Permit Plan System as MISCELLANEOUS PERMITS (MIS)

Amusement machine license, billiard/pool table, block parties, parades, marathon runs, public protests and other events that interfere with the use by the general public of a street, sidewalk or other public right of way within the city.

I. Application for an Amusement Machine License

Amusement game machine means a coin or token operated machine or device which, whether mechanical, electrical or electronic, shall be ready for operation by inserting a coin or token, and may be operated or played by the public for use as a game, entertainment or amusement. No amusement machine shall be operated or available for use by the public unless the owner or operator procures a license for each amusement machine. (See **Rockville City Code, Chapter 12. Article II.**)

A. Application

1. Have the applicant fill-out the application. The permit fee is \$50.00 per machine. Fee may be paid by the licensors or the amusement company providing the machines.
2. Enter case on the Permit Plan System. For a new case: Go to **Open**, click on **Parcel**. Enter address of the location. Go to **New Case Listing** under **Case Type**, click on **MIS- Miscellaneous Permits / License** then click **OK** For a renewal case: Go to **Open**, click on **Site Address**. Enter the address of the location and hit enter. Select the appropriate MIS Case. Or just enter Case # if you have it already.
3. Fill-out the general screen first, and then fill out screen 2 with the information that is provided on the application or update if it's a renewal application.
4. Click-on **Fees** on the top tool bar and then add the required fee, which is \$50.00 per machine, within the fee window.
5. Go to and click on **Activity**. Go to and then click-on **Add** which will be up the **Case Review Menu**. Scroll down to **Inspection** and then click **Add**.
6. Fill in the inspection window – Schedule Pass or Fail. Each licensee under this article shall have their establishments inspected for the required conditions, which are listed under (See **City Code Chapter 12 Section 21**).

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
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7. If the establishment is in compliance with the City Code, the inspector issues the permit. Go to **Activities** and add **Inspection**. Fill out the inspection window.
8. After the inspection window is filled click on **OK**. Then go to **Add**. Within the activities, this will be in the **Case Review Menu**. Scroll down to **Issue Amusement License** go to **Add**. Click-on **Sign Off**. The Permit will be displayed on the system. Fill in the date of expiration, which is on the 30th of September of each year. And then click-on **Print**.
9. A copy of the Permit / License is sent to the establishment, another copy is placed in the folder and kept in the file cabinet.
10. All amusement /gaming licenses expire on the 30th of September of each year. The secretary or the inspector shall send out the renewal application.
11. When the case is closed (no longer in need of a license) the inspector or the secretary files the case in as "Closed".

II. Application for Pool Hall or Billiard Room License

A license is required to operate a pool hall or billiard room in the City of Rockville. (See **Rockville City Code Chapter 12 Article III.**) Have the applicant fill out the application. The fee is \$50.00 per table per year. The license expires on September 30th of each year. The license shall be issued after the inspection of the site is conducted. (See **Chapter 12 Section 51 of the City Code** for inspection procedures.)

1. Pool hall / billiard room license application is sent out by the Commercial Inspector. In addition, a file case is opened in the Permit Plan System.
2. Go to **Open Case** in the Permit Plan System, enter the address under the **Parcel Listing**, go to **New Case**, and go to **Miscellaneous Permits / License**.
3. Fill out the general screen under the project window. Type in "Billiard License," then fill out the description window. Place "Billiard Room" within that window. Be sure to fill-in the number of pool tables, which would then give you the total amount of the fee, which would be due before licensing
4. Fill out screen 2 Which is noted on the general front screen. (Click on **Screen 2**.) Put in the requested information, which would be obtained from the application.
5. After the screens are filled-out, go to the fee window and the print out the fee sheet. The fee must be paid in order to print out the license.
6. Before the license is to be issued, an inspection of the establishment is required.
7. See **Chapter 12 Art. III** for the inspection requirements.
8. After the inspection is completed and the inspection is passed, print out the license. One copy goes to the establishment and another copy is placed within the file. Check the renewal date before printing the license.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
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III. Application for Public Event License

A license is required for a block party, parade, marathon run, march, or other event, which interferes with the use by the general public of a street, sidewalk or other public right of way. (See City Code Chapter 12, Article VI)

All Event Applications are to be date stamped and brought to the attention of the Supervisor on the day they are received. A copy of the payment is to be included. The assigned Inspector and/or the Secretary is to provide any comments to include any application omissions and/or concerns.

A. Application

1. Have the applicant fill out the application. All applications shall be submitted into the city at least two weeks prior to the event or request. The application fee is \$25.00 for a block party. Parades and other event interfering with the public right of way the fee is \$50.00. Marathon Runs are \$85.00.
2. Enter the case in the Permit Plan System. Go to **Open Parcel** and list the address or street location of the event. (If no address is listed, then list under a City-owned parcel.)
3. Click on **New Case**. Under **Case Type**, go to **Miscellaneous Permits License**.
4. Click on **Address**. Click **OK**. Click on **New Case**.
5. Fill out the general screen, under **Project Type** fill in the type of event.
Fill out the description window in the general screen. Fill out the **Type of Event**, (block party, protest, run, etc.) Fill out starting and the ending time of the event within the description window.
6. Click on **Save** at the top of the tool bar.
7. Go to activity window. Go to **Add** under **Case Review Menu**.
8. Click **Staff Review**. Schedule this activity for the Commercial Inspector for the following business day. Click on **Okay**.
9. Go to fee window and add the fee for the events listed within the fee window.
10. A copy of the application, map, insurance and any other relevant paperwork needs to be scanned and email to the Command staff for approval. The email should include the following:

A public event application has been submitted for

to be held on;

Streets affected by the road closure to include;

Barricades requested for this event;

Contact Person:

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
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1. Once the permit is approved by all parties, the license is issued. Once again, copies of all paperwork need to be scanned and email to the Command staff as an approved event. The email should include the following:

A public event application has been approved for

to be held on;

Streets affected by the road closure to include;

Barricades requested for this event;

Contact Person:

Include any other notes requested as per supervisor

2. The permit is then mailed to applicant.
3. Once approved, the entire event is to be added as a pdf attachment and entered into Permit Plan under the Event number assigned, e.g. MIS2015-xxxx under Documents. Each Event is to be filed in an individual folder and kept in the file room in a chronological manner.

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PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
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(See Chapter 12 section 141)

IV. Hawker/Peddler/Solicitors Permits (HPS)

A person who hawks, sells, peddles, vends, or offers for sale in or upon the streets, highways, or places commonly open to the public within the City or goes from house to house for the purpose of hawking, selling, peddling, vending or offering for sale any goods, wares, merchandise, services or foodstuffs of any kind whatsoever must have a permit. A separate Hawker or Peddler's license shall be required for each individual and organization conducting such activity. Persons who deliver newspapers and magazines do not require a license or a permit. (See **Rockville City Code, Chapter 12, Article V11 and Article IX.**)

1. Upon receipt of the application, the applicant must also (1) one passport-sized photo of the applicant. The fee is \$200.00.
2. Enter the case on the Permit Plan System. (Enter as a Hawker / Peddler or a Solicitor.) The entry can be made on an address where the applicant plans to peddle goods from or enter the case on a City-owned parcel account. Under **Name**, list the applicant's address and other information.
3. A copy of the application is sent to Dispatch for clearance.
4. Upon receipt of Dispatch's response, the information is checked, and if no criminal history is found, the permit may be issued.
5. If the applicant has a criminal record, the supervisor must use his or her discretion on issuing the applicant a permit.
6. Permits expire annually on September 30th of each year.
7. Upon the issuing of the permit, place one copy of the application and other information provided by the applicant within the file.
8. A copy of the application and permit shall be sent to Dispatch for their records.
9. In the activities window go to permit identification badge for each applicant

(ATTACHMENT M - CONTINUED)
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10. The current size of the badge printout is too large to fit in the plastic badges, which are kept in the Commercial Property Codes Inspector's office. The print out of the badge must be reduced by 75% on the copier on order to fit within the plastic badge. Attach one copy of the applicants' photo to the plastic badge along with the reduced copy of the identification cards. (Creating this badge involves a lot of cutting and pasting.)
11. Provide the applicant a copy of the permit and their plastic card badge, and a copy of the regulation brochures.
12. File the permit and the application in the Hawker / Peddler folder.

NOTES:

- HPS should not be selling items from the public right of way.
- If the vendor is selling items in connection with a city event and is sponsored by the City Park Department, then no permit is required.
- If a vendor is selling food or beverages, they must furnish a copy of their Montgomery County Health Department permit along with their application.
- If a vendor would like to sell at Courthouse Square, there are specific regulations they must conform to. Approval must be obtained through the City Manager's office and the Parks Department.
- Vendors are not permitted to sell at City parks unless they obtain permission from the Parks Department.
- If the Hawker/Peddler applicant is selling on private property, he/she must have written consent from the property owner allowing the vendor to sell from the location.
- Any City resident or organization that is soliciting on behalf of non-profit organizations, and are authorized by a non-profit organization, is not required to obtain a permit.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
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V. Oversized Vehicle Application Permit OSV

In the residential zones, off-street parking of motor vehicles shall be limited to passenger vehicles, and not more than one delivery –type commercial vehicle meeting the criteria listed below. A permit may be obtained to permit the parking of an oversized vehicle on private property or to park on the public street. (See, **Rockville City Code Chapter 25, Section 16.02.B (a)(b); Chapter 23, Section 23-27.**)

A permit must be obtained to park any vehicle meeting any one or combination of the following criteria in a residential zone in the City of Rockville.

1. A rated- load capacity in excess of $\frac{3}{4}$ ton but less than one (1) ton;
2. A gross vehicle weight (GVW) rating in excess of 10,000 lbs. But less than 13,000 lbs.
3. More than four (4) wheels, but not greater than six (6) wheels; or
4. A width of ninety – six (96) inches.

NOTE: The following vehicles *may not* park in a residential zone unless engaged in rendering a service to the adjacent property.

1. A truck tractor or trailer (EXCEPT for a camping trailer, boat trailer, travel trailer or any vehicle licensed as a multipurpose passenger vehicle (MPV) by the State on any residential street)
 1. A bus
 2. A vehicle with a rated load capacity in excess of one (1) ton;
 3. A gross vehicle weight (GVW) rating in excess of 13,000 lbs.
 4. A vehicle wider than ninety-six (96) inches.

Procedure for processing Oversized Vehicle Applications and Permits

Application

1. Have the applicant fill out and sign the application. The application fee of \$150.00 with a permit fee of \$40 (total of \$190.00) is due at the time that the application is submitted.
2. The applicant is to provide a copy of the vehicle’s registration card. Obtain two (2) photos of the vehicle. One showing the front with the tag and one showing a side view of the vehicle.
3. The secretary will present the application to the Commercial Codes Inspector to determine if a permit may be assigned for the vehicle. If the vehicle is over any of the limitations of the code, the application will be returned to the applicant after advising them with a telephone call that they may not obtain a permit for the specified vehicle.

(ATTACHMENT M - CONTINUED)
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DO NOT RETURN

4. The secretary enters the permit application information onto the Permit Plan System. (OSV) listed address of application Permit Plan System. The secretary enters the fees received into Permit Plan System under the **Fee** window, and the check/money order/ or cash is paid at the City cashier's office.
5. The secretary then issues a Temporary Oversized Vehicle Permit for ninety (90) days. A copy of the permit is made and placed in the OSV folder that will be created. The Temporary Permit is mailed out to the applicant and is to be placed on the dashboard of the vehicle. (Section 23-27 does not mention the terms of length for the Temporary Permit. This policy was established due to the possible length of time an applicant would get a hearing (6 to 8 after the application is submitted) to determine if they would be able to obtain a permit. If not permitted a denial letter will be issued before the end of the 90 days
6. The secretary creates a case folder for the case (applicant, permits, photo, correspondences, etc.) and file in the "Pending" section of the Oversized Vehicle Permit drawer.
7. A copy of the application is sent to Police Dispatch to run the vehicles tag. The SOB **Bureau Commander** *must* sign off on the application before it is returned back to our office.
8. The secretary then obtains the addresses of residential properties within 300 feet of the applicant's home. This is done using the City's GIS system found in I-Rock on the desktop window. Go to GIS system, Click on **Create Mailing Labels and Postcards**, go to **Locate Address Window**, enter the applicant's address, go to left side tool bar, select by "Rectangle". Drag the icon onto the applicant's address, click-on the address. Go to the "Buffer" window on the left side tool bar, this will bring up **Buffer Parcel Address**, click on it, this will show all of the addresses within 300 feet.
9. The secretary mails out the "Information Letters" all of the neighbors within 300 feet of the applicant's home. This is done by going to the Permit Plan System within the case. The format of the letter can be found by going into the "J Codshare on Cornwserver" Drive under "My Computer". Once there click on the "Commercial Inspector" Folder Click on the Document called "OSV Information Letter". Fill out the blanks on the letter and print as many needed on City Letterhead. **A PHOTO OF THE SIDE OF THE VEHICLE IS TO BE INCLUDED IN THE MAILINGS TO THE NEIGHBORING PROPERTIES.**
10. The secretary assigns two activities in Permit Plan System for the inspector. First activity is to assign an "Inspection" for the next business day to the Inspector. Second activity is for a "Check Status of Case" approximately two (2) weeks after the "Information Letters" are mailed. The site inspection* criterion is as outlined below.
11. The secretary is to place any returned mail in the folder created for the case.
12. After the two weeks, the inspector checks the folder for correspondences received from the neighbors stating positive or negative input about the Oversized Vehicle (OSV).
13. The Inspector completes an Action Report form within the case file indicating the total number of letters sent, and the number of positive and negative replies.
14. The Supervisor reviews the case and the Action Report to determine if a Hearing is necessary.

(ATTACHMENT M - CONTINUED)
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15. If there are no replies (positive or negative) or if there are only a few negative replies: less than 25%, the permanent Oversized Vehicle Permit may be issued from the Permit Plan System. Under the direction of the supervisor, the secretary issues or the inspector can issue, the case is filed in the “**Issued**” Oversized Vehicle Permit.
16. The supervisor can permit or deny the permit if the property has a history of code violations. If a permit is issued, it shall expire 3 years after on the same date of the initial application received date. For example, an application was received on 1/17/2010, the permit will then expire on 1/17/2013.
17. A copy of the Oversized Vehicle Permit is provided to Dispatch to be placed in the CECE binder.
17. Appeals to this process will be at the sole discretion of the Chief of Police.

Site Inspection*

1. A site inspection will be conducted to determine if any of the following conditions exist for denying the parking permit application;
 - A. Overburden existing public roads or facilities; THESE INSPECTIONS ARE TO OCCUR AT TIMES WHEN ALL RESIDENTS MAY BE EXPECTED TO BE PRESENT – e.g. VERY EARLY IN THE MORNING, OR AFTER 6 PM, OR ON WEEKENDS. The dates and times of these inspections are to be prominently and explicitly noted in your case notes.
 - B. Be detrimental to the use or development of adjacent properties;
 - C. Adversely affect the health and safety of residents or workers in the area.
2. The following items will be taken into consideration in making this assessment:
 - A. The size of the lots in the neighborhood,
 - B. The number of driveways in the neighborhood,
 - C. The number of vehicles parked on the street at any given time,
 - D. The number of vehicles which an applicant is currently parking on the street,
 - E. The width of the street,
 - F. Any special restrictions on parking in the area (i.e., no parking on one side of street),
 - G. The distance of an applicant’s address from an intersection, and
 - H. The presence of any hillcrests, and the grade of the street.
 - I. The Permit will be issued with the understanding that the vehicle will not be used simply as a storage facility. The vehicle must not remain unmoved for more than 30 days. If the vehicle is unmoved for two thirty day periods, the Permit will be voided.

(ATTACHMENT M - CONTINUED)
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Hearing for Oversized Vehicle Permit

1. If there are several negative responses (concerns about noise, public safety, etc.) or other Code issues, the Inspector is to schedule a Hearing date for no sooner than three (3) weeks.
2. The Inspector is to schedule a block of two (2) hours use of one of the City Hall meeting rooms (i.e. Boards & Commissions Room) for an evening hearing (start time should be 7:00 p.m.). This should be done at the Public information counter on the 3rd floor.
3. Secretary is to send out Hearing letters to the neighbors, and a certified copy to the applicant (make sure that the applicant receives a copy of the hearing notice.)
4. At the Hearing, the Inspector should arrive at least 15 minutes prior to the meeting.
5. Attendees are to sign in on a Sign-In form.
6. Inspector is to read the Hearing Procedures* instructions to the attendees.
7. Inform the attendees that this is an informal hearing, the attendees are to act in a civil manner, and the inspector must maintain control of the hearing. **It is very important not to allow arguments amongst neighbors and applicant to develop.** You can cancel the meeting if it “gets out of hand” or you can call the Police to quiet the attendees.
8. Only the applicant is advised of the hearing results as stated under Section 23-27(e).
9. The secretary or inspector files the case folder in the Oversized Vehicle Permit File under “Denied” or “Issued”.

*Hearing Procedures Instructions for an Oversized Vehicle Permit

1. All parties will be distributed these procedures along with pictures of the oversized vehicle.
2. Testimony by concerned citizens will be heard first and limited to a maximum of ten (10) minutes per household.
3. Testimony by the applicant will be heard last and limited to a maximum of ten (10) minutes. The applicant may wish to refute or respond to the inquiries made by the neighborhood residents in opposition to issuance of the permit.
4. After testimony is given by all concerned parties, the Hearing Examiner may ask questions of any parties giving testimony.
5. No decision will be made during the Hearing.
6. On the basis of staff review and neighborhood input, the Hearing Examiner will recommend the acceptance or rejection of the permit parking application to the Supervisor of Community Enhancement and Code Enforcement within five (5) working days. The Supervisor will formally approve or reject the application on behalf of the City Manager, and impose any special restrictions on an approved permit. The director will notify applicant in writing of approval, denial, or approval with conditions.
7. Neighbors who wish to learn the results of the permit application may contact the Hearing Examiner after five (5) days.

(ATTACHMENT M - CONTINUED)
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Oversized Vehicle Renewals

1. The secretary or the inspector sends renewal application letters approximately one month prior to the permit's expiration date. Included with the renewal letter is an application. The secretary or the inspector is to enter the case within the Permit Plan System to "**Check Status**" for ten (10) days.
2. The fee of \$40 is processed by the secretary in the Permit Plan System in the **Fee** window and taken to the City's cashier's office.
3. After receiving the application and current vehicle registration, the Comm. Inspector verifies the information on the application and conducts a site inspection of the property.
4. The permit is then issued for 3 more years from the initial date of the application received.
5. The secretary, or the inspector sends an Oversized Vehicle Permit and the case file is filed with the OSV cases.

VI. Application for Inn /Hotel Case Type in Permit Plan System is MOT

All Inn/ Hotel licenses expire on March 30th of each year. The current fee is \$20.00 per unit. At time of renewal, the secretary shall run all requests for renewal through the Permit Plan System BATCH program, which will print out all renewal letters no later than January 3rd of each year.

All the applications shall be sent or dropped off to the agent of the site or upon request sent to the corporate headquarters of the establishment.

Once the application is processed and the fee submitted to the city, the inspector shall call the resident manager of the Inn or Hotel to schedule an interior and exterior inspection of the complex.

Application

1. After the application is filled out and returned to the department, the secretary opens the case in the Permit Plan System.
2. All Hotel / Inn cases are filled under **MOT** within the Permit Plan System.
3. The application should also include the fee for the Inn or Hotel. Go to **Fees** on the top section of the general screen. Click on **Fees**, which will be up the fee window. Check to insure that the fee is corrected. Print out the fee sheet and process the fee.
4. The Inspector sets a date and time for the hotel or inn inspection of the complex.
5. Go to the **MOT** case, (Example MOT94-00001) go to and click on **Activity**. Go to **Add**. The **Add Activities** window will be displayed. Scroll down to **Insp- Scheduled / Done**. Fill in the date and time of the inspection.
6. After the inspection is completed, fill in "pass" or "fail" with comments.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
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7. If the inspection noted no code violations, enter “pass” in the window and list all units inspected and other information regarding to the overall inspection within the window.
8. The inspector is to click on the **Renewal Menu** scroll down to **Issue License Renewal** and click on it. The License will show up on the screen. Check the renewal date and then print out the license.
9. After the license is printed, one copy is sent to the motel/ inn the other is placed in the file
10. If the site inspection failed, go to **Conditions** within the Permit Plan System. Enter the violations, go back to **Activity** click on **Add** and then scroll onto the **Re-inspection - Scheduled / Done** window. Set up a date and time for the re-inspection, (30) days.
11. After the re-inspection is done and all of the listed violations are corrected, issue the License as noted above.

The inspection process shall be in accordance with the City’s Property Maintenance Code and all other related City Code requirements.

Inspection of the site shall include the following:

- 20 % of all rooms / units are to be inspected
- All boilers / mechanical rooms and kitchens are to be inspected
- Service / storage / washer / dryer rooms and employee work areas
- All stairwells and exit doors
- Banquet Rooms
- All emergency lighting units are to be checked for proper operations
- Check for proper ventilation in all areas as required
- Check all hand railings and guard railings
- Check for general upkeep of the property
- Smoke alarms and improper storage of flammable materials
- Peeling paint
- Trash and debris
- Exterior maintenance

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

VII. Application for Rental and Non-Rental of Accessory Apartment Units (ACC/ATT)

All applications and usage of accessory apartment units for rental or for family non-rental units must first be submitted to the Community Planning & Development Services. The applicant must also submit an application for Special Exception with the Planning Department. Upon review by the Planning Department the applicant must also submit an Accessory Apartment Application with the Division of Code Enforcement for an Accessory Apartment units. The fee is \$200.00 for rental and \$30.00 for non-rental. All applications are issued for two (2) years.

Once the application is submitted, the applicant must also provide a floor plan of the unit, which must be drawn to scale. The floor plan must note all room and window sizes, property egress from the unit and also show sizes of hallways, rooms and exit doors. The applicant must also meet all special development and use requirements as set forth by the planning department.

Inspection of the Accessory Apartment unit shall include the following:

The unit is to be inspected in accordance with the City's Zoning Ordinance and the City's Property Maintenance Code and all other related codes.

- Inspect all smoke detectors
- Inspect the site for proper exiting
- Check for Special Development and Use Requirements as set by the Planning Department
- Check unit in accordance with the City Property Maintenance Code
- Check unit to insure compliance with the submitted floor plan

After inspection and compliance with the city requirements the license is issued for two years. All accessory apartments units (Rental and non-Rental) are to be licensed and inspected.

Application

1. Have the owner / agent fill out the "Accessory Apartment" application.
2. Enter the application information into the Permit Plan System.
3. Go to **Parcel**; list the address of the location.
4. Click-on **New Case**. Go and click-on **ACC- Accessory Apartment**.
5. Fill-out the general (front screen) under the Project window, located on the front screen. Place "Accessory Apartment" within that window.
6. Under the Description also place Accessory Apartment
7. Fill out the lower portion of the general screen

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DO NOT RETURN

8. Go to and click on **Activity** at the top of the front screen.
9. Go to **ADD**. Scroll down to **Insp. Scheduled / Done**- fill in date and time of the site inspection.
10. Go to **Activity** enter “pass” in the inspection window. Fill in any notes as may be required.
11. Go to and click on **ADD**. Go to **Renewal Menu**, if the case is a renewal.
12. Scroll down to **Issue Renewal License**. Click on **Renewal OK**. Print out the license and then send one copy to the agent/owner and put one copy in the file.
13. If the case is not a renewal, go to **Initial License Menu**.
14. Stroll down to **Insp. Scheduled / Done**, set time and date of the site inspection.
15. If the site is within compliance, place “pass” in the inspection window along with any notes.
16. Go to, **Issues License** in the initial Menu. Print out the license, sending one copy to owner/agent and place one copy in the file.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
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RENTAL LICENSES

I. Single Family Rental – New

All Single-Family Rental Dwelling (SF Rental) must have a Rental License issued by CECE. The rental license covers a two-year period and the fee is \$200.00 See **Rockville City Code, Chapter 18, Section 18-111.**

1. Secretary is to open a case in the permit plan system and send out a Single-Family Rental License Application with a cover letter that is generated through Permit Plan (PP). In addition, State of Maryland Department of Environmental Lead Poisoning Prevention Verification of Compliance Form
2. Upon receipt of the rental application, the State of Maryland Department of Environmental Lead Poisoning Prevention Verification, and fee, the secretary opens a case file for the new rental address in permit plan and files the documents in the pending file. The fee is processed in Permit Plan in the “Fee” window and deposited at the City’s cashier’s office.
3. Effective January 1, 2015 all properties built prior to 1978 **MUST** be registered with the State of Maryland Department of Environmental (MDE). The applicant must provide a “Tracking Number” or a “Certificate Number”. If any of these two are not submitted a “Pending” status is to be placed under “Lead Verification” in “Activities” This will place a “HOLD” on the case until said activity is signed off. Usually once the Tracking Number or Certificate Number is submitted.
4. The inspector schedules the rental inspection and notes the time and date at the top right corner of the application. The time and date is set with the inspector whose area the rental property is located and the appointment is also noted on the inspector’s personal calendar.
5. The secretary through the PP system enters the initial inspection date in the “Activity” window of permit plan. A letter is sent through permit plan (see Exhibit 3 – C) to the owner/agent (**if out of state owner – must have an in-state agent or representative**) and tenant informing them of the time and date of the scheduled site inspection with a copy going to the tenant.
6. At the day of the scheduled inspection, the inspector takes to the field the inspection package (copy of the appointment letter, front sheet, application, and the State of Maryland Department of Environmental Lead Poisoning Prevention Verification of Compliance Form.
7. If the inspector does not gain entrance to the dwelling to do the inspection, a door tag is left at the property informing the occupant that the inspector was at the premises giving the date, time and reason for the visit, and the inspector’s name and phone number. The inspector is to call the owner/agent/occupant to gain entries to do the inspection.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

8. If no responses from the phone calls, the inspector issues a “Missed Appointment” letter. The secretary prints the “Missed Appointment” letter from permit plan and sets a “Check Status of Case” in the “Activity” window for 10 days to check status for the assigned inspector. The letter is mailed to the owner/agent and tenant.
9. If no violations are noted, the Inspector makes a note on the deficiency front sheet form indicating “No violations – Send License”. If violations are noted – go to step # 13.
10. Inspector enters information in PP “Activity” window concerning the site inspection. Information should include that site inspection passed, no violations where noted, who was present at the inspection (i.e. tenant, tenant’s mother, owner, agent) and any important information that may be needed for future inspections or history for the case file
11. The passed rental inspection front sheet with State of Maryland Department information is given the supervisor for review and approval.
12. The secretary prints a Single-Family Rental License form permit plan. The Rental License is mailed to the “Primary” person (“Primary” person is listed in permit plan under the window containing “People”). A copy of the License is placed in the case file, and the file is placed in the non-working files. The case is filed by the expiration date (month and year) on the Rental License.
13. The Inspector enters in permit plan a “Fail” in “Activity” window under site inspection. Information should include that violations where noted, who was present for the inspection and any important information that may be needed for future inspections or history for the case file.
14. The inspector will list the “condition code” for the particular code violation in the “Condition” window in PP that is listed on the inspection report and indicates that inspection failed and that deficiency notice is ready to print.
15. The inspection package (deficiency front sheet and application) is given to the supervisor for review and approval.
16. Upon approval, the secretary enters in Permit Plan the scheduled re-inspection date and inspector’s initials in permit plan.
17. The conditions (violations) are printed from permit plan by the secretary. Before the conditions (violations) are mailed, the inspector reviews the deficiency notice. When the inspector signs off on the deficiency list, the secretary mails the deficiency list to the “Primary” person. A copy is placed in the case file and the case is filled in the “working” Single-Family Rental files.
18. If the office receives a letter/phone call fax from the owner/agent requesting an extension to correct the violations, the inspector prepares a copy of an extension letter reply with a reasonable time no more than 30 days. If more than 30 days is needed, the supervisor must approve the extension. All the extension letters are given to the supervisor for approval and the inspector enters the new date in PP in the “Activities” window giving the reason for the change of date. The secretary will print the letter from permit plan and mail to the owner/agent and tenant.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

19. On the scheduled re-inspection day, the inspector removes the deficiency notice from the working case file and proceeds with the re-inspection.
20. If all the work is completed, the inspector notes on the deficiency notice as “Violations Abated, Send License”. In addition, the inspector list in the “Conditions” window in PP as “Pass” and makes an entry in the “Activity” window under re-inspection that the items were abated, who was present and to send license. Steps 11 and 12 are to be followed.
21. If the inspector could not gain entrance to the dwelling to do the re-inspection, a door tag (see Exhibit 3 –F) is left at the property. Informing the occupant, that the inspector was at the premises giving the date, time and reason for the visit, and the inspector’s name and phone number. Inspector is to make the necessary phone contact with either the owner/agent or tenant to re-schedule the appointment.
22. If the re-inspection is conducted but the work is not completed or partially completed, the inspector is to contact the owner/agent to gain compliance. If extension is needed to do work (based on sound and good reasoning for the reason why the work was not completed) the inspector can grant extension. The inspector enters a “Fail” in PP “Activity” window under re-inspection, and the outcome of the inspection, which was there for the re-inspection, reason for the work not completed and the date to be re-inspected. If contact with the owner/agent is not made “No One Present/Little/No Work Started letter is to be sent. **One re-inspection entry in PP is to be used for each re-inspection made.**
23. The “No One Present, Little/No Work Completed” letter is to be sent to the primary person. This letter generates a \$50 rental re-inspection fee for each re-inspection conducted. The letter is given to the supervisor for approval. The supervisor can approve or disapprove depending on the circumstances
24. The secretary prints and mails certified the “No One Present, Little/or/No Work” letter (see Exhibit 3 – L). In addition, the secretary enters in the “Activity” window of permit plan, the re-inspection date and inspector’s initials.
25. The Inspector pulls the deficiency list from the case file on the scheduled re-inspection date. If all items of the deficiency notice are corrected, the inspector initials the list as completed and fills out a Re-inspection assessed Fee letter and gives it to the supervisor for review. The inspector enters in PP in the “Activity” window that all items where corrected, who was present for the inspection and that a “Re-inspection Fee” letter will be issued. In addition, under “Conditions” window all the violation item(s) are listed as pass. If violations are not corrected, all information is noted in permit plan and a Re-inspection Fee letter is prepared and a Municipal Citation is issued. **See Part VI for Municipal Citations.**
26. The secretary after supervisor’s approval will print the “Re-inspection Fee” letter form PP. The letter is mailed to the owner/agent. The secretary enters a “Check Status” for ten days to the listed inspector in PP under “Activity” window.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

27. On the check status day, the inspector will check permit plan to see if the re-inspection fee has been paid. If the fee was paid and violation(s) corrected, the inspector notes on the copy of the fee letter that fee was paid, signs letter and will recommend sending license. Supervisor will then approve for licensing. If fee was not paid, the inspector will issue a Municipal Citation for operating a rental facility without having a City of Rockville Rental License.
28. If violation(s) are not corrected, the inspector, for each violation not corrected and for failure to have a Rental License issues a Municipal Citation. **See Part VI for Municipal Citations.** When the fines are paid and violations corrected, rental license can be sent. Refer to item # 12 above.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

I. Single Family Rental – Renewal

1. Secretary gets a print out from the permit plan system, which rentals expire in 30 days at the beginning of each month. The case folder is pulled from the general rental file and placed in the pending case file.
2. Renewal letters are mailed by the secretary to the owner/agent through permit plan.
3. After receiving the rental application and fee, the secretary gives the rental application to the inspector to schedule the site inspection.
4. See item # 3 of the Single-Family Rental License – New.
5. The fee is processed by the secretary in the permit plan system under the “Fee” window and deposited with the City’s cashier’s office.

Items #4 through item # 28 are followed of the Single-Family Rental License – New.

II. Multi-family Rental Licensing

Multi-family rental licenses cover all rental properties that have more than three rental dwelling units. **See Rockville City Code, Chapter 18, Article 111.** All multi-family licenses expire on March 31.

1. The secretary sends out the multi-family dwelling rental applications (batch letters) with a cover letter through the Permit Plan (PP) system by the last week of December.
2. The fee is \$100.00 per year per dwelling unit. In case of a license for a multiple family dwelling which is owned and operated by a non-profit organization or corporation under any program financed by the United States Department of Housing and Urban development, there shall be no fee for such license, with supervisor approval.
3. When the fee and application is returned, the secretary enters the fee amount received in the PP system under “Fee” window. The fee is processed and deposited with the City Cashier. The application is given to the inspectors whose area the apartment complex is in for scheduling of inspection.
4. Other apartments that are not located in an inspector’s area may be assigned to the inspector to equally distribute the amount of Multi-family units to be inspected.
5. The inspector is to contact the owner/agent/property manager to arrange the time and date of the inspection. The inspector notes the time and date of the site inspection on the application and on their personal desktop calendar. The secretary enters in permit plan under the “Activity” window the time and date of the site inspection.
6. The secretary through the permit plan system sends an appointment letter to the resident manager/owner/agent informing them of the time and date of the scheduled site inspection.
7. The secretary places a copy of the appointment letter, a deficiency front sheet and the application (in that exact order) in the active Multi-family case file.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

8. At the day of the scheduled site inspection, the inspector takes to the field the inspection package (copy of the appointment letter, deficiency front sheet, and the application).
9. If the inspector could not gain entrance to the complex to do the inspection, a door tag/or business card (see Exhibit 3 –F) is left at the property with the property manager. Informing the property manager, that the inspector was at the premises, giving the date, time and reason for the visit, and the inspector name and phone number. The inspector is to call the property manager to reschedule the inspection.
10. If no responses from the phone call, the inspector issues a “Missed Appointment” letter to the owner/agent/property manager. After the supervisor reviews the letter, the secretary prints the “Missed Appointment” letter form permit plan and sets a “Check Status of Case” in the “Activity” window with a maximum of 10 days to check status for the assigned inspector. The letter is mailed.
11. After an inspection is conducted and if no violations are noted, the inspector makes a note on the deficiency front sheet “No Violations – Send License” and list of units inspected. If violations are noted - got to step # 16.
12. Inspector enters information in PP “Activity” window concerning the site inspection. Information should include that site inspection passed, no violations where noted, who was present at the inspection (resident manager, janitor), units inspected, and any important information that may be needed for future inspections or history for the case file.
13. The passed rental inspection deficiency sheet (with application) is given to the Supervisor for review and approval.
14. After the Supervisor reviews and signs off on the inspection forms, the secretary prints a Multi-Family License from PP. The Rental License is mailed to the “Primary” person (“Primary” person is listed in PP plan under the window containing “People”). A copy of the License is placed in the case file and the file is placed in the Licensed Multi-Family Rental files.
15. If violation(s) were noted on the deficiency list, the inspector enters in permit plan a “Fail” in “Activity” window under site inspection. Information should include that violations where noted, who was present for the inspection (property manager, janitor) and any important information that may be needed for future inspections or history for the case file.
16. The inspector must list the “condition code” for each violation that is listed on the deficiency list. In addition, the inspector has the option to enter violations noted during the site inspection in the PP under “Conditions” window. If this step is taken, the inspector makes note on the deficiency front sheet that the “conditions” where, noted in permit plan.
17. The inspection information package (deficiency front sheet and application) is given to the supervisor for review and approval.
18. Upon approval from the supervisor, the secretary must enter “conditions” in permit plan if not entered by the inspector. The secretary enters the scheduled re-inspection date and inspector’s name in PP under “Activity” window.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

19. The conditions (violations) are printed from PP by the secretary. Before the conditions (violations) are mailed, the inspector reviews the deficiency list (violations). When the inspector signs off on the deficiency list, the secretary mails the deficiency list to the "Primary" person. A copy is placed in the case file and the case is filled in the Multi-family case file.
20. If the office receives a letter/phone call from the owner/agent requesting an extension to correct the list of violations, the inspector prepares a draft of an extension letter reply with a reasonable time no more than 30 days. If more than 30 days is requested, the supervisor must approve the extension. The letters are given to the supervisor for approval. The secretary will print the letter from permit plan and mail to appropriate person.
21. On the scheduled re-inspection day, the inspector removes the deficiency list from the case file and proceeds with the re-inspection.
22. If all the work is completed, the inspectors notes on the deficiency list as "Violations abated, Send License", indicates the date of the re-inspection and his/hers' initials. In addition, the inspector list in the "Conditions" window in permit plan as "Pass" and makes an entry in the "Activity" window under re-inspection that the items were abated, who was present and to send license. Steps 14 and 15 of above are to be followed.
23. If the inspector could not conduct inspection to the dwelling to do the re-inspection. The inspector is to make the necessary phone contact with either the owner/agent or property manager to re-schedule the appointment.
24. If the re-inspection is conducted but the work is not completed or partially completed, the inspector is to contact the owner/agent to gain compliance. If extension is needed to do work (based on sound and good reasoning for the reason why the work was not completed) the inspector can grant the first extension with supervisor's approval. The inspector enters a "Fail" in permit plan "Activity" window under re-inspection, what was completed or not completed, who was there for the inspection, reason for the work not completed and the date to be re-inspected. If contact with the owner/ agent is not made a "No One Present/Little/No Work Letter See item #26. One re-inspection entry in permit plan is to be used for each re-inspection made.
25. If the attempt to contact the parties fails, the inspector fills out a "No One Present, Little/No Work letter to the owner/agent. This letter generates a \$50 rental re-inspection fee for each re-inspection conducted. The letter is given to the supervisor for approval. The supervisor can approve or disapprove depending on the circumstances
26. The secretary prints and mails certified the "No One Present, Little/or/No Work" letter. In addition, the secretary enters in the "Activity" window of PP, the re-inspection date and inspector's name for the follow-up on the above issued letter.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

27. The Inspector pulls the deficiency list from the case file on the scheduled re-inspection date. If all items of the deficiency list are corrected, the inspector initials the list as completed and fills out a Re-inspection Fee letter and gives it to the supervisor for review. The inspector enters in PP in the “Activity” window that all items were corrected, who was present for the inspection and that a “re-inspection fee” letter will be issued. In addition, under “Conditions” window all the violation item(s) are listed as pass.
28. The secretary after the supervisor approval will print the “Re-inspection Fee “letter from PP. The letter is mailed certified to the owner/agent. The secretary enters a “check status” for ten days to the listed inspector in permit plan under the “Activity” window.
29. On the “check status day, the secretary will check permit plan to see if the re-inspection fee has been paid. Supervisor will then approve for licensing.
30. If the fee was not paid, or the work not completed, the inspector will issue a Municipal Citation (**see Municipal Citations**) for failure to operate a rental facility without having a City of Rockville Rental License.
31. Only (2) two re-inspections are allowed for the license period. After the third and final, failed re-inspection. A municipal infraction citation is issued for failure to have a rental license and/or citations issued for outstanding violations.
32. After the secretary receives the Supervisor’s approval, the process in step #15 is used for issuing the rental license.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

Processing Applications and Administrative Duties

ENTERING COMPLAINTS (CAV)

Use Rockville's map to check the **area and assign** the complaint to the correct inspector.

- Double click Tidemark Advantage Icon
- Enter ID and password
- Click open
- Click parcel
- Enter address
- Click cases
- Checks if there are any CAVs opened for the same issues, if not open a new case.
- Click on new case
- Enter C A V
- Click ok
- Click primary

EDIT GENERAL SCREEN

- Project: Area I, Area II, Area III, Area IV, Area V
- Description of Complaint or Violation
- Complaint or Violation
- Received From Web (indicate Y or N)
- Rental House (indicate Y or N)
- Responsible Department- Housing
- Type of complaint- Choose which best describes the problem
- Click save
- Click Yes

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

ACTIVITIES

- Click activity
- Click Add
- Route to Housing
- Click Fast Add
- Inspection menu- site inspection
- Click Add
- Disposition- Schd
- Schedule for next business day
- Delete time in second row
- Assign to the correct inspector
- Click done

Go to the activities screen and you should have 3 activities in total.

CERTIFIED MAIL

Materials needed for certified mail- Envelopes, Certified mail receipt, Domestic return receipt (green), and documents.

Citations:

1. Type information on envelopes, certified mail receipt, domestic return receipt, etc...
2. Type the Defendant's name found on the top portion of citation, it is the first name and address.
3. Use PP Program to find out the CAV# or to clearly read the owner's name.
 - Double click on Tidemark Advantage icon (PP)
 - Click open
 - (If CAV # is given by inspector enter it and skip the following six steps)
 - Click parcel
 - Click ok
 - Enter address- of the violation
 - Press enter
 - Click Cases
 - Begin by checking the most recent CAV- Find the citation number, to make sure you enter information in the correct case.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

ACTIVITY

- Click activity
- Click add
- Under Case Review Menu- Select Correspondence sent
- Click add
- Notes- Enter the citation # and the routing number. Example. Citation #xxx was sent via certified mail with routing number xxxx-xxxx-xxxx-xxxx
- Click Sign Off

4. After entering the activity in PP finish placing the certified mail sticker and domestic return receipt (green). (**Sample # 6**)

5. Locate folder in the Citation Drawers under Pending, Legal, or Court Action.

6. File the remaining original copies along with any pictures taken in appropriate file/folder. If there is no file create one use following sample:

Citation # Address 12345613 20 Courthouse Sq. # 201

Case # Inspector's Initials CAVxxxx-xxxxx CSA

7. After placing citations into folder please file in proper location (Pending, Legal, or Court Action)

OTHER MAIL

- Follow same procedure, except that in most cases you will be able to use a window envelope. As in any certified mail it is important to enter the Routing Number in Tidemark Advantage activity. Then, file in the corresponding file drawers.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

PROCESSING NEW RENTAL LICENSE APPLICATION

New/Initial SFD Applications

Before processing applications in PP separate applications by **assigned area # and inspector** and write it on the top right-hand corner of application. (Use map, sample # 1)

Make sure that a Rental License Application and a Lead Compliance Form has been received. (Sample # 2,3)

- Double click on Tidemark Advantage icon
- Enter ID and password
- Click open
- Click parcel
- Click ok
- Enter address
- Click cases
- Check most recent REN (Some addresses may have-history- more than one REN case, this may be because the property was under different ownership and previous REN was closed.)
- (If no REN; a new one needs to be opened)
- Click done
- Click New Case- type R E N Rental Housing License
- Ok/Ok
- Click Yes (automatic numbering)
- (People Associated- Double click **owner and make sure it matches with application**)
- Click Edit
- Update information such as mailing address and phone numbers
- Click Ok
- Click Add
- Select agent (AGT) (**If there is no official agent enter owner's information twice.**)
- Enter information such as address and phone number
- **Agent must have a Maryland Address**
- Highlight agent then click Primary icon; remember to **always make Agent Primary.**
- Click add
- Scroll down to tenant (TEN)
- Enter information such as name, address, and phone numbers
- If no tenant- enter TBD/ VACANT
- To enter phone number press CTRL + A and click on day time phone
- Click add

Close out/ close out

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

EDIT GENERAL SCREEN

- Description- SFD/Townhouse/Condo
- Has property been licensed? Yes or No (If property has not had a rental license in the past year or so select No)
- Inspector initial (3)
- Type of license- Single Family
- # of Units- Always 1
- Troubled House- inspector's option
- Owned by a non-profit? – see non-profit list
- MPDU? –only if known
- Year Built
- MDE Certificate Number – if a Tracking Number is provided enter it with a “T#” in front of the number for example T#0327300
- Go to the right side of screen and click on Single Family Icon.
- Enter present rent amount
- Answer whether subsidized, utilities included, present and previous monthly rent
- Click save
- Click Ok
- Click Yes (Automatic Fee) Fees
- Click Fee Icon
- Click Add
- Select Rental license fee
- Click add
- Click save
- Write down the REN # on both the check and the Application with Red Pen
- Check off new application
- Print fee amount
- Click print (to print fee amount)
- Click Print
- Click OK
- Close out

Match checks with fee printout the check and fee printout must be stapled and sent to the Cashiers Office.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

Waived Fees

Rockville Housing Enterprises for example (ask supervisor to make sure if eligible)
 Follow the following steps:

- Click Fees
- Click Add
- Select Rental License Fee
- **Change amount to \$0.00**
- **Click add**
- **Click save**
- Write down the REN # in application with Red Pen
- Close out

Renewal Single Family Rental Applications

Before processing applications in Tidemark Advantage, separate applications by **assigned area # and Inspector** and write it on the right top right hand corner of application.

- Double click on Tidemark Advantage icon
- Enter ID and password
- Click open
- Click parcel
- Enter address
- Click cases
- Select most recent REN
- Check expiration date (if case is closed a new one will be opened) if expiration date is still active continue.

PEOPLE

- Click people
- Match **owner's name** in Tidemark Advantage with owner's name in **paper application**; if it's same owner continue processing application.
- **(If different owner, verify selling date by using Maryland Tax Records. If current owner does not match owner of previous years close this case and open a new REN (Use the steps of Initial License Application).**
- If owner is the same ignore previous step and continue
- Update tenant's information if different; such as name and phone numbers
- Update agent's information; such as name, address, and phone numbers
- **Agent must have a Maryland address**
- **Agent must always be primary** (highlight agent then clicks on primary icon).

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

FEES

- Click add
- Select Renewal Fee
- Click Add
- Click Save
- Write down the REN # on both the check and the Application with Red Pen
- Click print/ print
- Click ok
- Close
- **Match checks with fee printout** (Both check and fee printout must be stapled and sent to cashier's office)

WAIVED FEES

(Rockville Housing Enterprises and few others; ask supervisor to make sure if eligible) (Non-profits are noted on the front screen) Follow the following steps:

- Click Fees
- Click Add
- Select Renewal Fee
- **Change amount to \$0.00**
- **Click add**
- **Click save**
- Write down the REN # in application with Red Marker

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

EDIT FRONT SCREEN

- Select: Area I, Area II, Area III, Area IV, Area V
- Description- SFD/Townhouse/Condo
- Has property been licensed? Yes or No (If property has not had a rental license in the past year or so select No)
- Inspector initial (3)
- Type of license- Single Family
- # of Units- Always 1
- Troubled House- inspector's option
- Owned by a non-profit? – see non-profit list
- MPDU? –only if known
- Year Built
- MDE Certificate Number – if a Tracking Number is provided enter it with a “T#” in front of the number for example T#0327300
- Go to the right side of screen and click on Single Family Icon.
- Enter present rent amount
- Answer whether subsidized, utilities included, present and previous monthly rent
- Click save
- Click Ok

ACTIVITIES

- Click Activity
- Click add
- Choose renewal menu
- Select Application Received
- Click Fast Add
- Click done
- Close out

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

SENDING BATCH LETTERS

Batch letters should go out the first week of each month Agent/Owner a month before the rental license expiration date.

Example: Batch letter that go out August 1st, 2005 are renewal letters for rental licenses that expire in the month of September 2005.

MAKE SURE PRINTER HAS ENOUGH LETTERHEAD BEFORE PRINTING BATCH LETTERS

- Double click on Shortcut to batch letters (desktop icon)
 - Enter the same user ID and password that is used in Tidemark Advantage Program
 - Click on Renewal Unit Renewal Letter batch

 - Click on Run Icon
 - Click on Load
 - Click begin
 - Enter the Starting Date- this will be the first day of the month for which the letters are going out.
- Example: The starting date of letters going out on August should be 09/01/2005.
- Click ok
 - Enter Ending Date- Check calendar to see what the last day of the month is.
 - Example: The ending date of letters going out on August should be 09/30/2005.
 - Click ok
 - Click process
 - Click Begin
 - Click Summary
 - Click Begin
 - Click print and print one copy
 - Click ok
 - Make a note on the summary printout of what month you are sending renewal letters for; Example: Batch letters for the month of September 2005.
 - Click Print
 - Click begin (give it a minute to print)
 - Click post
 - Click begin
 - If it asks for a brief description when trying to exit, type renewal and then delete.
 - Close out from screen and you are done with the printing process.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

AS SOON AS YOU PRINT BATCH LETTERS STAMP THEM WITH THE SUPERVISORS SIGNATURE STAMP.

- Make one copy of each renewal letter
- Pull out file/folder from the Inactive Rental Files. Remember to check the month number and whether the expiration date is odd or even, 09/0.
- Place a copy of batch letter in the appropriate file and file the folders in the (Sent Batch Letter Drawers).

MAILING OUT BATCH LETTERS

Send out original batch letter in a window envelope include the following **Four Items:**

- **Renewal Batch Letters (sample # 4)**
- **Rental License Application (Sample # 2)**
- **Lead Compliance Form (Sample # 3)**
- **Blue Card (Sample # 5)**

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

PRINTING DEFICIENCY NOTICES

Check the date of inspection and who the inspector is in Tidemark Advantage. Take a calendar and choose a day 30 days from the date the deficiency notice is being sent (keep in mind the inspector's **re-inspection date** and make sure you don't schedule on a Saturday and Sunday).

- Double click on Tidemark Advantage Icon
- Click open
- Click case
- Enter REN #

ACTIVITIES

- Click activity
- Click Add
- Choose Initial License Menu/ Renewal License Menu
- Scroll down to Front-sheet compliance due/done
- Disposition=schedule
- Change 2nd date= 30 days from the day deficiency notice is being sent out and keeping in mind re-inspection dates and weekends OR to the date the inspector assigns it to.
- Assigned to= inspector's initials
- Add
- Choose Initial License Menu/Renewal License Menu
- Scroll down to Print Deficiency Notice
- Click Add
- Click Sign off
- Click ok
- Click print (three copies)
- Click done
- Simply close out all of the screens and you're done.

MAILING OUT DEFICIENCY NOTICES

- Send one copy to **agent**
- Send one copy to **tenant**
- Keep one copy for **office** records

Staple in this order (from top to bottom):

- Front sheet
- Copy of deficiency notice
- All other paperwork

Place all papers in the corresponding folder and file in the Active Rental Files.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

CLOSING RENTAL CASES

(It is very important to close cases that are no longer rentals or that have changed ownership)

- Montgomery County Real Property Search
- **Select county-** Montgomery County
- **Select** Street Address
- **Enter Premises Address-** Enter street address
- Click Search
- **Owner information-** Will show the most current owner
- **Location and Structure information-** Premise address is the property you are inquiring information about.
- Scroll down to- Transfer information- to see previous owner and the date property were sold to new owner.

SOLD PROPERTIES

- Double click on Tidemark Advantage Icon
- Click open
- Click parcel
- Click Ok
- Enter Address
- Click cases
- Select most recent REN
- Click Select
- Check expiration date on the bottom right hand corner
- Click people
- Compare the owner's name with Maryland Tax Records and confirm the date property was sold.
- Close out peoples screen
- Click activity
- Click add
- Choose renewal menu
- Scroll down to close case: **property sold; case closed**
- Click sign off
- Click ok

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

OWNER OCCUPIED

- Follow same procedure as Sold Property, except that there is no need to check Maryland Tax Records BUT it is suggested that you check with the City's Revenue Dept for them to verify such information with you.
- Click activity
- Click add
- Choose renewal menu
- Scroll down to close case: **owner occupied; case closed**
- Click sign off
- Click ok

FILL OUT A FACT-FINDING SHEET (Sample # 7)

- After closing the rental case in Tidemark Advantage fill out a Rental Fact-Finding Sheet.
- Make sure **supervisor signs** the Fact-Finding sheet.
- Staple the Fact-Finding sheet with any other paper work, if blue card was returned include it with package.

VIOLATION REPORTS

- CAV- violation reports
- Make sure to read violations to see if a Rental License Application (always include a Lead Compliance Form) is needed.
- Send Violation Report to Agent, if any. If no agent, send it to owner unless told otherwise.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

Community Enhancement Inspections

Community Enhancement Inspections are block-by-block, house-to-house inspections that are carried out by the area Housing Inspector. Each inspector will be responsible for an exterior maintenance survey of all the houses in their assigned area. The inspection shall be conducted to take a proactive approach to Code Enforcement. If code violations are noted, the inspector must follow the procedures as outlined in **CAV Procedures**. Further, any homes receiving door tags concerning a violation found during the “Walk and Talk” are to be noted on the Inspector’s Weekly Report. Lastly, the area seen during the “Walk and Talk” is to be highlighted in on the Inspector’s area map. (Aug. 2014).

In addition to violation notices, each inspector is to attend any Homeowners/Neighborhood Association meetings that they are requested, take part in the Walking Town Meetings, and help to facilitate good staff/resident communication.

If, in the opinion of the inspector, a property has been maintained in an excellent condition or has recently been through a major rehabilitation, a “Good Guy” letter should be sent to the owner thanking them for their effort in maintaining the property.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

COMPLIANT/VIOLATION INVESTIGATION

PROCEEDURS FOR COMPLAINT (CAV) / VIOLATION

CAV's are usually initiated by complaints from citizens, co-workers and / or from other departments and/or are observed by the inspector while on patrol of his/her assigned areas.

Inspection and enforcement process:

1. The inspector shall respond to a complaint within 24 hours and input a case into PPlan within 24 hours as well, and preferably immediately. The inspector shall also acknowledge receipt of the complaint via email. If assistance with this is needed, see the supervisor.
2. Inspector shall make an attempt to observe any violation(s) and attempt personal contact with owner/occupant.
 - a. If the alleged violation cannot be independently verified, a signed document by another witness can be accepted.
3. If contact is made, the owner/occupant is informed of the violation(s) and a date of compliance is noted. Multiple violations merit a 2-part warning notice and are followed by a notice sent from the office.

List of common violations and number of days given for initial compliance: (this is a guideline! For example, if grass is already 12" tall, there is no reason to allow ten additional days for cutting.)

- | | |
|--|------------|
| • Tall grass/weeds | 10 days |
| • Trash cans left at curbs | 3 days |
| • Parking on grass | 3 days |
| • House Number | 14 days |
| • Pruning (bushes, hedges, trees etc...) | 14 days |
| • Trash & Debris (T/D) | 5 days |
| • Vehicle control (expired tags, junked vehicle) | 10 days |
| • Gutters/downspouts/cleaning of gutter | 18 days |
| • Cutting trees | 30-60 days |
| • Repair work (including drainage) | 30-60 days |
| • Painting | 30-90 days |

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

4. If no one is home at the time of the visit, the inspector should leave a door-tag for a return call. If no contact is received from owner/occupant after 24 hours, a written notice is mailed to the owner and is given the balance amount of days required for compliance [see step 3(a)]
5. Upon re-inspection, an on-the-spot 2-part warning ticket can be issued in lieu of a mailed written notice generated from PP. (For violators who have already received warning tickets and/or warning notices, proceed to step 6).
6. At this second re-inspection, if work is not completed a final notice is issued and mailed with a new compliance date of one half (1/2) of number of days required (5 or 15 days).
7. After the deadline of the final notice, the property is re-inspected. At this point, the violator has had at least three opportunities for compliance; 1) verbal/door tag, 2) warning ticket and/or violation notice, 3) final written notice. If the property is not in compliance, a citation of \$100 fine is issued per violation. **(See Municipal Citations)** **The supervisor must approve all citations.** A citation requires 20 calendar days for compliance and payment of fines. However, the violator may elect to stand trial by notifying the City in writing before the expiration of the 20 days. Pictures of violation(s) must be taken for the file.
 - a. An attempt for personal service shall be made for all citations. If the owner and/or occupant are not at home, a copy of the citation(s) shall be posted on the property and mailed to the owner by certified and regular mail. In addition, pictures shall be taken of the posted citation(s).
8. Troubled violators (three or more verified violation cases opened within the last 12 months):

The inspector shall immediately issue citation(s). The initial violation and citation is \$100 (unless otherwise amended by resolution) A re-inspection is scheduled every 5 days until a resolution is reached.
9. Vacant properties:
 - a. If the City anticipates hiring a contractor to perform the work [cutting grass, snow removal or securing of vacant dwellings only], a certified and regular mail of the written notice must be sent to the owner including the phrase that “the City will hire a contractor to do the work...” The notice shall be posted and a picture will be taken.
10. Continued non-compliance for citations:
 - a. At the end of the 20 required days for compliance and the property is not in compliance or the request for a court date is not received, the inspector is to prepare the paper work for court and forward to our Legal Department. Also, a second citation is issued with doubled fines after five days of the issuing of the initial citation.
11. Extension requests:
 - a. May be granted based on the progress made at the time of a re-inspection. In addition, for major repairs (roofing, painting, etc.), the inspector shall request a written extension request from the owner/contractor indicating a schedule for compliance.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

12. Abatement:

a. Individuals that have called in a complaint must be asked if they request a callback from an inspector for any update. Individuals who wish to remain anonymous will be advised that they may call back for updates. Anonymous complaint requests shall not include name(s), phone numbers etc. Any collected information shall become part of the public record.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

CONTRACTOR WORK/INVOICES

A contractor is called out on a property once the owner/agent has been notified of the violation(s) at the property and no work has been done to correct the violation(s)

Inspector must turn in a complete packet so that the contractor invoice can be paid. The package must include:

- Before and after pictures (labeled)
- Current SDAT printout
- PP case note printout
- Copy of citation if one was issued
- Any other important documentation

Once the package has been submitted and the invoice is received from the contractor, it will be processed for payment by the CECE Secretary.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

MUNICIPAL CITATIONS

General Information

1. Municipal Citations are issued when all attempts to have code violations corrected fails.
2. No ticket shall be issued out of spite or personal disagreement.
3. No ticket shall be issued for the purpose of creating revenue.
4. If, after a ticket is issued and the alleged violation is corrected prior to the expiration date of the ticket, and the citation is a first offence, the fine for the violation can be voided pending the supervisor's approval
5. If, after a ticket is issued for an alleged violation and the citation is a second or repeat offence, regardless of whether or not the violation is corrected, the fine shall be collected.
6. On chronic "problem houses" with repeated code violations, no warning ticket or notice shall be issued. A Municipal Citation shall be issued.
7. A citation may be issued for each day a violation continues to exist. For problem hoses, a repeat citation (s) shall be issued every five (5) days the violation(s) are not corrected.
8. Municipal Citation is issued after all efforts to secure voluntary compliance have failed. In essence, the issuance of the ticket is a "last resort." Supervisor must approve the Citation before it is issued.
9. A photo shall be taken of each of the alleged code violations.
10. Municipal Citations court hearings are exclusively heard in District Court. Municipal Citations are governed by the MD Local Government Code, Annotated Section 6-102.
11. All Citations are to be entered into Permit Plan under CITATION ISSUED after they have been signed off by the Supervisor. These entries must include the citation #, the fine amount, the defendant's name and the violation.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

Municipal Citations must be filled out as described below:

1. The right side of the Work sheet (A) shall have the Case # (CAV/REN) of the citation. The date issued, the compliance date (20 days after the issuance date), date of personal service or posting, date citations sent regular and certified mail. Copies of citations are also to be posted on the property in question located in Rockville. (If a defendant lives within Montgomery County, we may want to post their home address too. This will be done in consultation with the Supervisor.) In addition, dates need to be added on Work Sheet A if the citation is sent to legal or has a court hearing.
2. The defendant's last and first name (in that order) and if middle is known, is noted on line B.
3. The defendant's complete address with house number, street name (include Ave, St. Rd. etc.) and apartment number if needed is noted on line C.
4. The defendant's city, state and zip code are noted on line D.
5. Defendant's description such as height, weight, sex, race, hair and eye color (if noticed) should be noted on line E.
6. All defendant's related citations (pending for other court hearings) shall be noted on line F
7. Defendant's daytime telephone number is to be noted on line G and evening phone on line H.
8. Line I, is the time and date the inspection was made and the alleged violation noted.
9. Line J, is the address where the alleged violation exists.
10. Line K, is the space for describing the alleged violation. An example would be: "did fail to correct code violation such as: (eliminate parking on grass, cut grass, remove trash etc.)
11. Line L, should have Rockville City Code (RCC) Section either 5-287 (City Amendments) or 5-286 (codes from Property Maintenance Codebook) and the actual section of the code. **An example for parking on grass: Rockville City Code, Section 5-287, PM 303.8.1, and for a painting violation, Rockville City Code, Section 5-286, PM 304.2.** That is, cite the Code, Chapter, and Article as follows: "RCC, Ch. 5, Art. XII". On the "Section" line, I would cite either 5-286 or 5-287 (depending on what whether the BOCA Code or the Amendments are being cited). On the "Sub-Section" line, I would cite the provision being violated – PM-304.2.
12. Line M, is used for the defendant's signature when you are attempting personal delivery of the Citation. If personal service is not rendered an "Affidavit Of Services" (see attached Affidavit of Service) must be completed by the inspector and attached to the original citation.
13. Line N, is for the fine amount.
14. Section O, is for the time and date the fine amount is to be paid (20 days after the issuing of the Citation).
15. Line P, is for the information where the fine is to be paid. That information should always state – City of Rockville, 2 W. Montgomery Ave, Rockville, MD 20850

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

16. Line Q, should also have the information as stated above.
17. Line R, is the last day to accept a trail request in writing at least 15 days for the issuance of the citation.
18. Section S, has to be \$200 or double the initial fine after issuance.
19. Line T, has to be checked if seeking court abatement.
20. LINES U, mark both boxes for “failure to pay fine or request court and failure to appear for a requested trail date”.
21. Section V, is the Inspector’s signature followed by employee I.D. number, and the date the ticket is completed. Also, City of Rockville, Comm. Enhancement Code Enforcement

SENDING CITATION OR DOCUMENTS TO LEGAL DEPARTMENT

Inspectors should give the CE Secretary **two packages for each CAV case**. One is to go to Legal and the second one is for our office records.

Package sent to Legal should include:

- Two copies of the white copy of the Citation AND all other copies EXCEPT the Officer’s copy (orange). NOTE: Send the white, green, and pink copies to the CE Secretary. The yellow would have been sent out as certified/restricted previously.
- Any pictures taken (dated AND labeled)
- Any regular and certified mail receipts/envelopes (very important)
- A copy of the SDAT print out of the address
- A chronological outline of the case activities.
- A copy of the code section cited
- Any other documents the inspector considers pertinent to the case to include the Defendant’s request for a trial

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

SECRETARY'S TRANSMITTAL FORM SENT TO LEGAL (Sample # 9)

- Enter Date: xx/xx/xxxx
- To: Legal Department
- From: Community Enhancement and Code Enforcement
- RE: Citation (s)- Enter Citation #(s) found on the right-hand corner of citation (s)
- Issued To: Defendant's name (found on the top portion of citation)
- Address: Address of violation
- Case #: Can be found in Advantage program
- Skip second half of form and simply initial it and date it
- Make one copy: Original Form is to be sent to Legal Department
- Copy is kept for office records
- Place packet in Inter Office Envelope, address said envelope to "Legal Department" and place in going out mail slot for delivery.

Send package with **Original Copies to Legal Department.**

The **second package (Copies)** needs to be filed in the Citation Drawer under **Legal**

Follow the same procedure for any other documents that are being sent to Legal.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

LANDLORD/TENANT

The duties and responsibilities of the Landlord/Tenant Specialist are derived from the Rockville City Code, Chapter 18 Rental Facilities and Landlord Tenant Relations. The Specialist is referred to as the designee for the City Manager. The purpose of the Landlord/Tenant Specialist is to resolve disputes between the Landlord and Tenant as per the City Of Rockville Ordinance found in Article II, Division 3, Sec. 18-56.

Procedure

Any landlord or tenant who has reason to believe that a violation or defective tenancy exists and/or has been created or permitted to exist by the other party to the lease or rental arrangement, may file a written complaint. If both parties cannot come to an agreement, the complaint will be presented to the Landlord Tenant Commissions Board who will make a decision on the case.

I. Complaints

A. Fill out the Landlord Tenant Complaint Form

1. Go to: www.rockvillemd.gov
 - Click on City Government
 - Scroll down to Departments
 - Click on Police,
 - Scroll down to Community Enhancement and Code Enforcement
 - Click on Landlord and Tenant
2. The form can be mailed out the complainant
3. Pick up at the office (Admin. Building)
4. The Specialist will advise the Complaining party that this notice can be officially filed after:
 - A written notice of the alleged defective tenancy has been sent to the Respondent
 - The Respondent has failed to make good faith effort to rectify the situation with one (1) week after the notice has been given.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

II. Opening A Landlord/Tenant Complaint Case

When the Specialist receives the complaint that will not be resolved with a conciliation meeting, a case is electronically tracked

Permit Plan

I. New Case

1. Click on New in the menu box
2. Click Case
3. Click OK
4. Scroll down to Landlord and Tenant (LAT)
5. Click OK
6. Click Primary
7. Click OK
8. Enter Property Address
9. Select correct property address
10. Automatic assigned tracking number is the case number

III. Edit Screen

1. Project Area I, Area II, Area III, Area IV, Area V
2. Description of Complaint or Violation
3. Fill in if it's a Complaint or a Violation
4. Is it Received from Web – Yes or No
5. Is it a Rental House – (Current Rental License REN)
6. Responsible Department – Housing
7. Type of Complaint
8. Click Save
9. Click Yes
10. The Supervisor will sign off on the new Opened Case

IV. Activity Screen

1. Click Activity
2. Click Add
3. Click Case Opened
4. Click Correspondence Received
5. Click Add

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

I. Walk-Ins Complaint filers (Specialist Responsibility)

The Specialist has the option of referring this client to other agencies if necessary. Not all complaints are proper for Landlord Tenant resolution or within the City of Rockville. For example:

1. Tenants or Landlords that request legal advice.
2. Tenants or Landlords that have a pending court action
3. Tenants who have received judgement(s) for rent restitution and maybe evicted can be referred to Montgomery County's Health and Human Services (Piccard Drive), City Mediation or Legal Aid.

II. Investigating the Complaint (Article II Division 3 Section 18:57)

1. Upon the filling of any complaint under this chapter, the Specialist shall make such investigation as is deemed appropriate. The investigation is to ascertain whether there are reasonable grounds to believe that the allegation(s) is/are true and determine whether a violation or defective tenancy exists
2. At anytime before or after the complaint is filed, the Specialist believes that the health, safety, welfare or well-being of a tenant/roomate or landlord/homeowner is placed in immediate and present danger, he/she shall be authorized to take immediate action to provide appropriate relief including notification to the Commission on Landlord-Tenant Affairs which shall determine in accordance with its rules and/or regulations whether or not an emergency meeting of the Commission is necessary.
3. The Specialist should also review the Ordinance and the State Code for relevant violations of law related to this complaint

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

III. Procedure following investigation; Conciliation

1. If the Specialist, in investigating a complaint, determines that there are no reasonable grounds to believe that a violation or defective tenancy exists, the Specialist shall: (a) so inform the Commission on Landlord Tenant Affairs, in writing, and the (b) Commission may, in its discretion, determine whether or not the complaint is bono fide, and order a dismissal of the complaint, or (c) order such further investigation as deemed appropriate, provided that no complaint shall be dismissed without a hearing if objection is made thereto by the complaining party.
2. If the Specialist, in investigating a complaint, determines that there are reasonable grounds to believe that a violation or defective tenancy exists, the Specialist shall attempt to conciliate the matter by methods of initial conference with all interested parties and such representatives as the parties may choose to assist them.
 - A. Conciliated Complaints (Article II Division 3 Section 18:58)
 - The conciliation conference shall be informal and confidential and nothing said or done during such initial conferences shall prejudice the rights of the parties.
 - B. Conciliated Complaints (Article II Division 3 Section 18:59)
 - If a complaint under this chapter is conciliated, the terms of the conciliation agreed to by the parties may be reduced to writing and incorporated into a consent agreement to be signed by the parties. The agreement shall be for conciliation purposes only and the Specialist should reiterate that this agreement **does not constitute an admission** by any party that a violation of this chapter has occurred or that a violation or defective tenancy exists.
 - The Specialist must remind the parties that it is unlawful to fail to adhere to any provision contained in a consent agreement.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

- C. Failure to conciliate Complaints (Article II Division 3 Section 18:60)
- The Specialist shall notify the Commission on Landlord Tenant Affairs (Chairperson) and the Commission may thereafter schedule a hearing to determine whether a violation or defective tenancy exists if the Specialist:
 - Fails to conciliate a complaint after the parties have, in good faith, attempted such conciliation
 - Fails to affect an informal conciliation agreement or formal consent agreement
 - Determines that a complaint is not susceptible conciliation
 - If conciliation fails and Tenant wants to pursue a hearing a case is open in Permit Plan.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

IV. Landlord Tenant Commission Hearings

A. Scheduling a Hearing

Once all options are exhausted the Specialist will prepare the case for a hearing before the Landlord/Tenant Commission

1. Confirm date with Chairperson and Commission, Complainant(s) and Respondent(s)
2. Reserve a room in Lotus Notes Home Page
3. An official summons is sent to the Complainant and Respondent as soon as hearing date is confirmed or at least 10-15 days (2-3 weeks) in advance
4. A confirmation email is sent to the Commission Members
5. Email is sent to Mayor and Council Councilmember
6. Email is sent to City Attorney
7. Send Agenda for Hearing to the Police Department web liaison so that the Agenda Center web page can be updated
8. Email the Graphic Specialist to enter the event on the City Calendar
 - <http://www.rockvillemd.gov/calendar.aspx>
9. Create Synopsis/Hearing information sheet in Codshare
 - Open Codshare
 - Open Landlord Tenant Folder
 - Open LAT Commission Folder
 - Open Blank Synopsis Form
 - Email to Commissioners, Councilmember and City Attorney
 - Print out copies for Commissioners, Councilmember and City Attorney

B. Schedule a Hearing in Permit Plan

1. Activities Screen
 - Click activity
 - Click Add
 - Click L/T Commission Meeting
 - Enter Scheduled Date and Held Date
 - Click OK
 - Click Done

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

V. COMMISSION ON LANDLORD-TENANT AFFAIRS

The Landlord Tenant Commission was created November 14, 1983. The Commission consists of seven (7) members who live in the City, or if you're a landlord or operator, you own or operate a property located in the City of Rockville. Two (2) members should be landlords or operators, two (2) members should be tenants and three (3) members should be selected from the public at large, people who are neither landlords nor tenants. The Tenant members cannot derive any part of their livelihood from owning or managing a rental property

A. Composition and Appointment (Article II Division 2 Section 18:37)

1. The Commission on Landlord-Tenant Affairs consists of seven members who reside within the City, or in the case of Landlords and Operators, who own or operate rental facilities within the City.
 - Two (2) of the members shall be landlords or operators of rental facilities selected from nominations made by organizations representing landlords.
 - Two (2) of the members shall be tenants whose livelihood does not derive in whole or in significant part from the ownership and/or management of rental property, selected from nominations made by organizations representing tenants.
 - Three (3) members shall be selected from the public at large from persons who are neither tenants nor landlords nor whose livelihood is derived in whole or in significant part from the ownership and/or management of rental property. Prior to selected representatives of landlords and tenants, recommendations for members shall be requested from all organizations within the City representing either landlords or tenants. If no nominations are received within a time limit specified by the Mayor, appointments may be made without nominations.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

B. Expeditious Dispositions

1. To assist the commission in the expeditious disposition of its duties and Responsibilities
2. To Ensure that each of the aforementioned groups is adequately represented
3. There shall be one (1) alternate member for each group
 - The alternate members shall be hereafter nominated, appointed and confirmed in the same manner prescribed for other members of the Commission as set forth in subsections (a) and (b) of this section.
 - Each alternate member of the Commission shall continue to serve until a successor has been appointed and has been confirmed.
 - Alternate members shall have voting privileges only when acting in the stead of an absent Commission member of the group which the alternate represents.

C. Terms of Commission Members (Article II Division 2 Section 18:38)

1. The terms of the members and alternate members of the Commission on Landlord-Tenant Affairs shall be for three (3) years.
2. Each member of the commission shall continue to serve until a successor has been appointed and confirmed. The term of any member of the Commission shall immediately terminate in the event that member changed status as a landlord, a tenant, or a member of the public at large or ceases to reside or own or operate any rental facility within the city.

(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

VI. Landlord Tenant Specialist Responsibilities in Association with Landlord Tenant Commissions

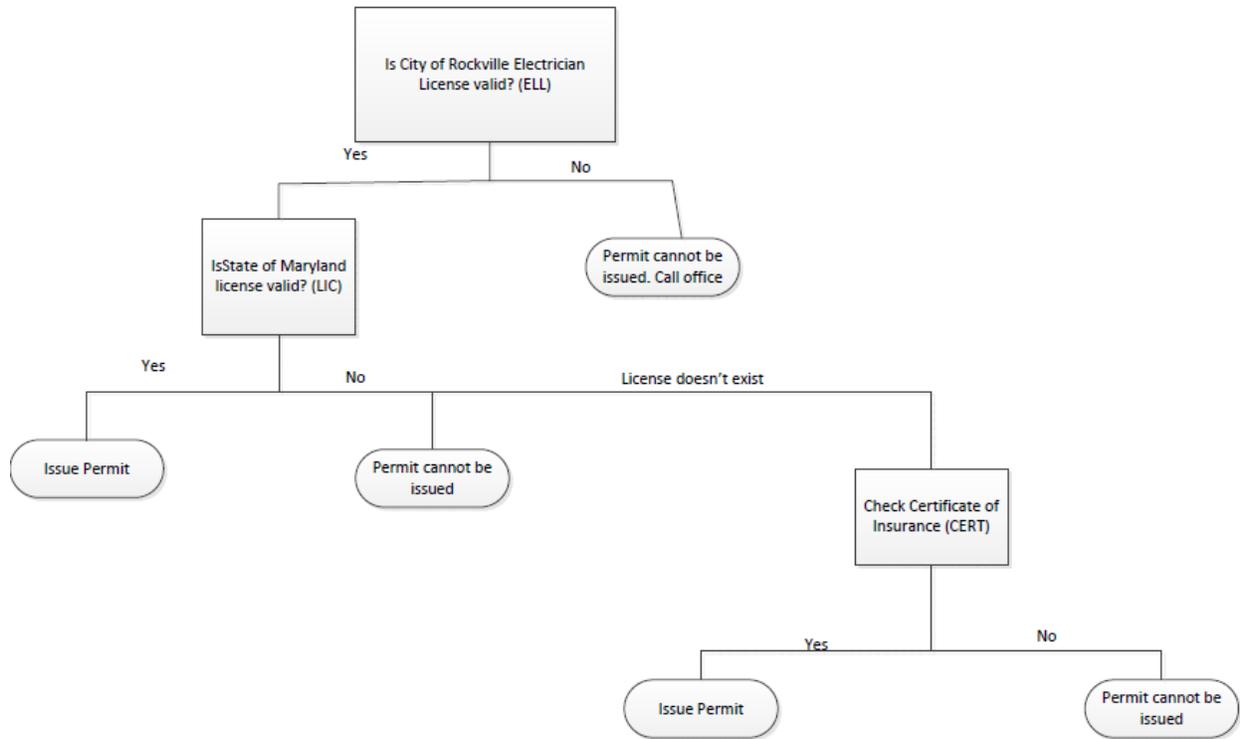
1. Check status of Commission Members monthly
 - If term is to expire mail or email the Reappointment Expression of Interest Form
<http://www.rockvillemd.gov/DocumentCenter/View/15>
2. Update Commission Member contact information, if any
 - Open Codshare
 - Open Landlord Tenant Folder
 - Open LAT Commission Folder
 - Open Landlord Tenant Affairs Commission Members and Update
3. Decision and Order
4. Items to bring to a hearing:
 - File
 - Recorder
 - Synopsis for each case
 - Sign in sheet
 - LAT Evidence Stamp
 - LAT Hearing Binder
5. During a hearing:
 - Everyone must sign in
 - Start Recorder
 - LAT Specialist records the following:
 Rockville City Landlord Tenant Hearing
 I am _____, the City of Rockville’s Landlord
 Tenant Specialist
 Today is _____, _____, _____ and the time is __:__.
 We are in Rockville City Hall, in the _____
 Conference Room
 We are meeting this evening for case

 - The Complaint was filed by _____ on
 _____, _____, _____
 - The official hearing begins with the Chairman beginning the meeting
 - End Recorder at the end of the Hearing
 - Escort and answer any questions the parties may have
 - Begin the next hearing or wrap up for the night

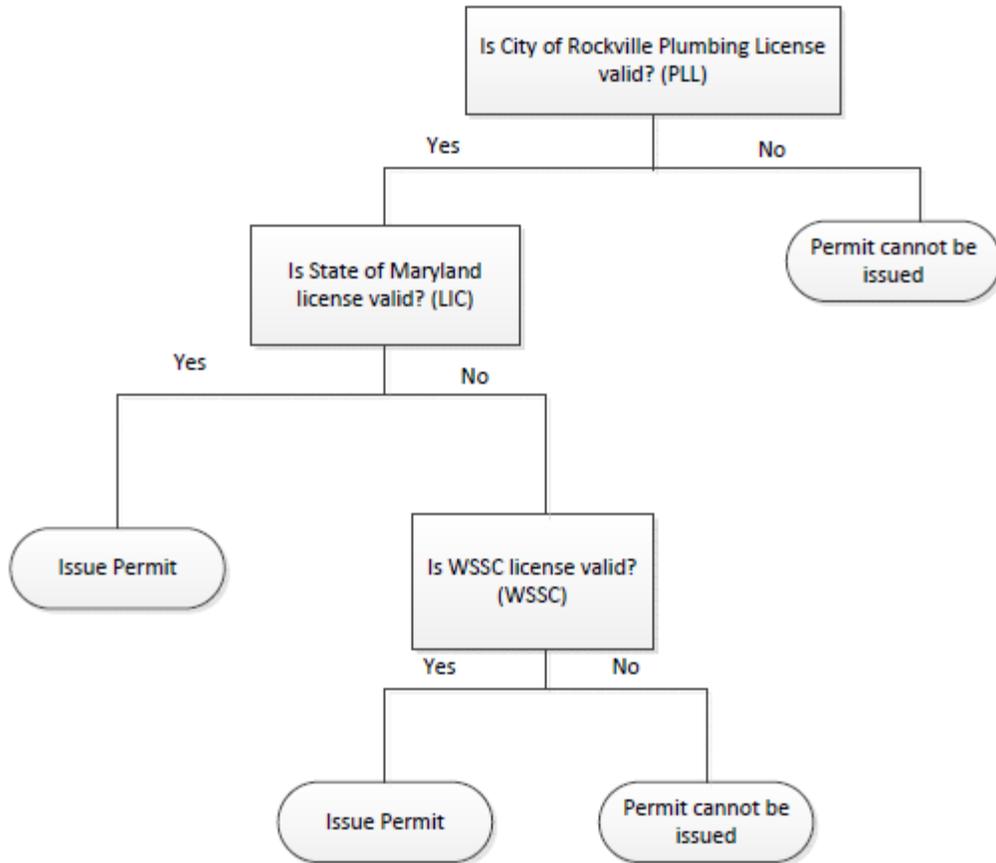
(ATTACHMENT M - CONTINUED)
PROCESS CATEGORY 4 & 5: POLICE (CODE ENFORCEMENT)
DO NOT RETURN

6. Decision and Order of Commission
 - Download Reordering
 - a. Connect recorder to Computer
 - Burn hearings onto CD's
 - Label CD
 - Place CD in corresponding folder
 - Decision and Order (D&O) should be completed within 30 days of Hearing
 - Once completed email to the Chairman to sign and offer any suggestions
 - Mail D& O to the Complainant(s) and Respondent(s)
 - a. Certified Mail
 - b. Regular Mail
 - The original signed copy is place in the file
 - Close out case in Permit Plan
 - Search for LAT case
 - In Activity Screen Add function
 - Under Case Review Menu and choose Case Closed (Abated)
 - Click Add and enter under Notes when the D&O was sent by certified and regular mail
 - Click OK

(ATTACHMENT N)
PROCESS CATEGORY 5: CPDS
DO NOT RETURN



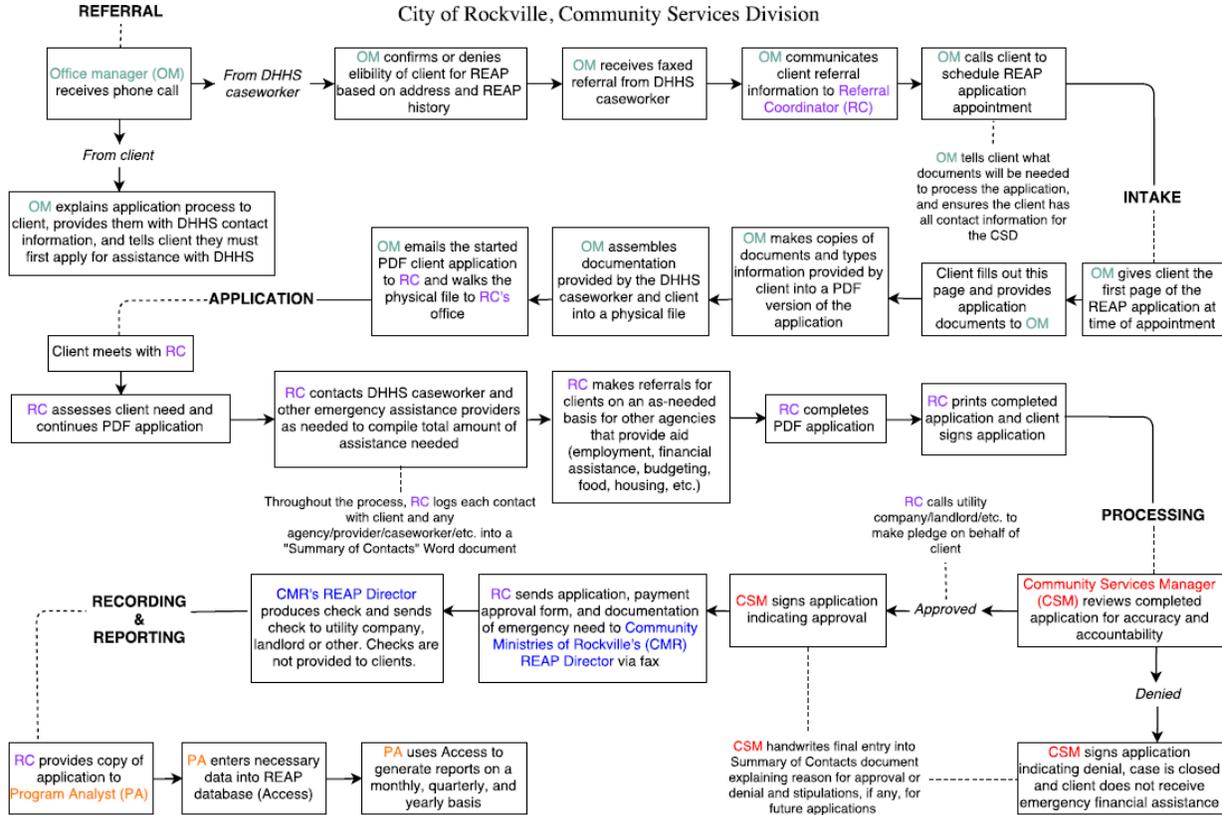
(ATTACHMENT N – CONTINUED)
PROCESS CATEGORY 5: CPDS
DO NOT RETURN



(ATTACHMENT O)
PROCESS CATEGORY 5: RECREATION & PARKS (HUMAN SERVICES)
DO NOT RETURN

REAP Workflow Process

City of Rockville, Community Services Division



(ATTACHMENT O - CONTINUED)
PROCESS CATEGORY 5: RECREATION & PARKS (HUMAN SERVICES)
DO NOT RETURN

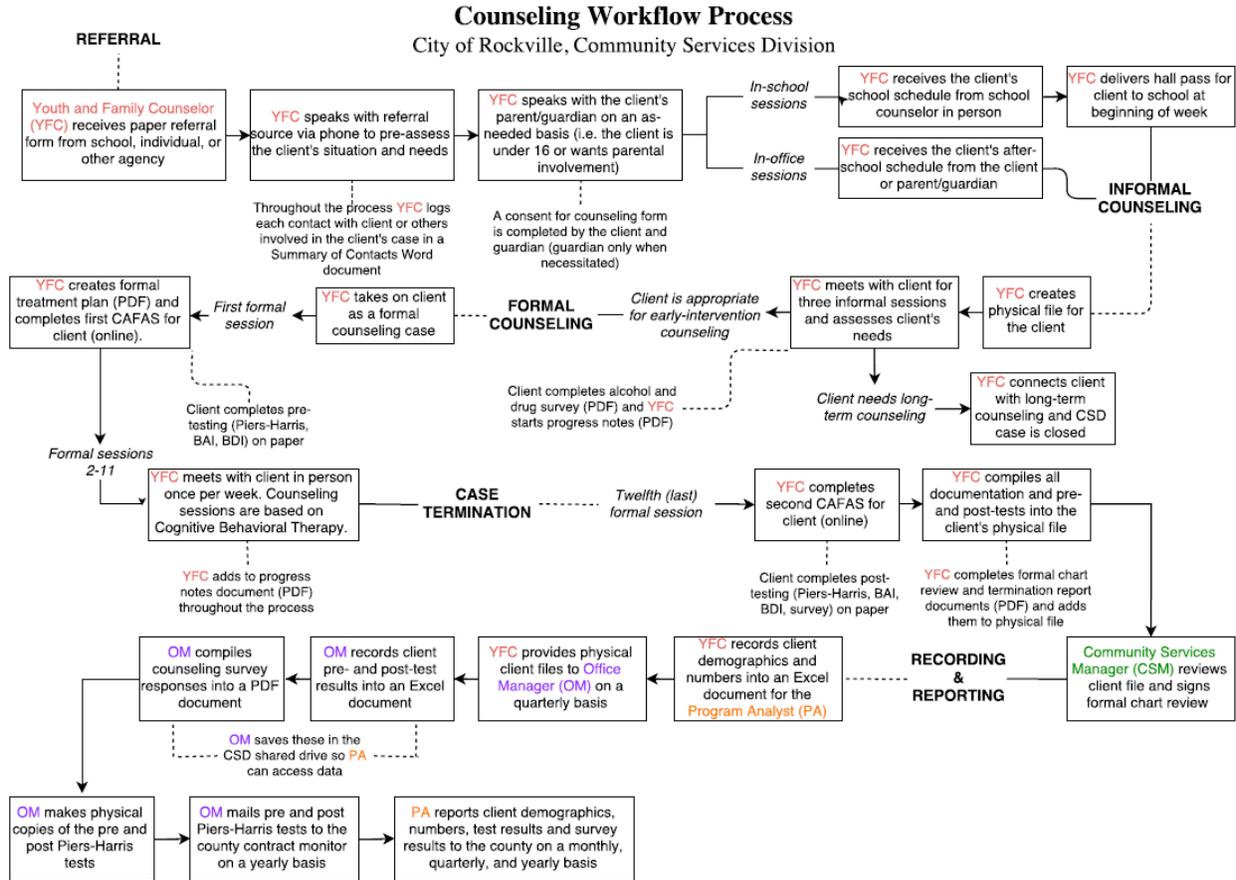
REAP Workflow Process – Necessary Electronic Components

City of Rockville, Community Services Division

1. Office manager receives referral from Dept. of Health and Human Services via fax
2. Office manager inputs information from client-completed intake form into PDF application
3. Office manager prepares a Summary of Contacts Word document and records any interactions about the client's case (with client, DHHS caseworker, emergency assistance agencies, etc.)
4. Office manager sends the PDF application and Summary of Contacts to Referral Coordinator via email
5. Referral Coordinator meets with client in person and proceeds to complete PDF application
6. Referral Coordinator adds to Summary of Contacts as necessary (average of 15 contact entries per client, but can go much higher [forty plus] depending on the need of the case)
7. Referral Coordinator faxes or emails approved application, payment approval form and proof of emergency need to the Community Ministries of Rockville REAP Director
8. Referral Coordinator provides application to Program Analyst
9. Program Analyst enters information from application into the REAP database (Access)

Program Analyst generates monthly, quarterly and yearly reports from the REAP database

(ATTACHMENT O - CONTINUED)
PROCESS CATEGORY 5: RECREATION & PARKS (HUMAN SERVICES)
DO NOT RETURN



**Metropolitan Washington Council of Governments
Rider Clause**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION

- Alexandria, Virginia
- Alexandria Public Schools
- Alexandria Sanitation Authority
- Arlington County, Virginia
- Arlington County Public Schools
- Bowie, Maryland
- Charles County Public Schools
- College Park, Maryland
- Culpeper County, Virginia
- District of Columbia
- District of Columbia Courts
- District of Columbia Public Schools
- District of Columbia Water & Sewer Auth.
- Fairfax, Virginia
- Fairfax County, Virginia
- Fairfax County Water Authority
- Falls Church, Virginia
- Fauquier County Schools & Government, Virginia
- Frederick County
- Gaithersburg, Maryland
- Greenbelt, Maryland
- Herndon, Virginia
- Loudoun County, Virginia
- Manassas, Virginia
- Manassas Public Schools

YES NO JURISDICTION

- Maryland-National Capital Park & Planning Comm.
- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery College
- Montgomery County, Maryland
- Montgomery County Public Schools
- Prince George's County, Maryland
- Prince George's Public Schools
- Prince William County, Virginia
- Prince William County Public Schools
- Prince William County Service Authority
- Rockville, Maryland
- Spotsylvania County Schools
- Stafford County, Virginia
- Takoma Park, Maryland
- Vienna, Virginia
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission
- Winchester Public Schools

Vendor Name