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**MAYOR AND COUNCIL OF ROCKVILLE  
SERVICES CONTRACT**

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**IFB 24-26 – TEMPORARY LABOR SERVICES**

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This services contract is dated [REDACTED], 2026 (“**Effective Date**”), and is between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a Maryland municipal corporation (“**Mayor and Council**” or “**City**”), and **E.A.R.N. Contractors, Inc.**, a Maryland corporation (“**Contractor**”).

On March 20, 2026, the City issued IFB #24-26 for day labor and temporary staffing services to support the City Department of Public Works’ recycling, refuse, yard waste, leaf removal, and special waste collection efforts and the City Department of Recreation and Parks’ mowing, edging, trash removal, and landscaping needs.

The City issued the following addendums to IFB #24-26: Addendum #1 on April 8, 2026; Addendum #2 on April 16, 2026; and Addendum #3 on April 16, 2026.

IFB #24-26 and its addendums are collectively the “**Solicitation**,” which is attached as **Exhibit A**.

On April 16, 2026, the Contractor submitted a bid in response to the Solicitation.

On April 21, 2026, in accordance with Chapter 17 of the Rockville City Code, the City opened and recorded the sealed bids submitted in response to the Solicitation, including Contractor’s bid, and on May 1, 2026, the City determined Contractor to be one of the two lowest responsive and responsible bidders.

On [REDACTED], 2026, in accordance with Section 17-39(a) of the Rockville City Code, the Mayor and Council awarded this contract to the Contractor for the provision of the services identified in the Solicitation, pursuant to the following terms and conditions, and authorized the City Manager to execute this contract on its behalf, subject to approval as to legal form by the City Attorney.

The parties therefore agree as follows:

**ARTICLE 1. CONTRACTOR SERVICES**

**1.1 Scope of Services.**

(a) The Contractor shall provide the services as described in the Solicitation in compliance with the terms and conditions of this contract (“**Contractor Services**”).

(b) Contractor is among a call list of contractors to perform the Contractor Services as needed at agreed prices. There is no guarantee of work under this Contract. The City reserves the right to schedule the Contractor Services with any or all of the selected Contractors at the sole discretion of the City as it serves the best interest of the City.

(c) Any agreements or stipulations in a request for services or response that are contrary to the terms of this Contract shall be void unless the Parties have expressly agreed in writing that such agreement shall supersede the terms of this Contract.

## 1.2 Contract Administrator.

(a) The following City employee shall serve as a contract administrator for this contract (the “**Contract Administrator**”):

Erica Shingara, Chief of Environmental Management

240-314-8872; eshingara@rockvillemd.gov

(b) The Contractor must ensure that the Contract Administrator is kept informed on the progress of the work related to the provision of the Contractor Services. The Contractor shall refer any decisions which must be made by the City to the Contract Administrator.

(c) The City Manager or his designee may change the Contract Administrator by notifying the Contractor in writing.

## 1.3 Modification of the Contractor Services.

(a) The Contractor shall immediately advise the Contract Administrator in writing of any proposed change to the Contractor Services, including, without limitation, the schedule of performance, and shall obtain the written consent of the City Manager or his designee to the proposed change before implementing any changes to the Contractor Services. In no event shall the City’s consent be construed to relieve the Contractor from its duty to provide all Contractor Services in accordance with applicable law and industry standards.

(b) Subject to the approval requirements set forth in Section 17-40 of the Rockville City Code, the City shall have the right to request, at any time during the performance of the Contractor Services, that the Contractor provide additional services beyond those described in the Solicitation (the “**Additional Work**”). Before the Contractor commences the Additional Work, the Parties must agree upon a fee in writing for the Additional Work, including reasonably related expenses, and must agree to any adjustments to the schedule of performance in the Solicitation, as applicable. It is expressly understood by the Contractor that the provisions of this subsection shall not apply to the Contractor Services specifically set forth in or reasonably contemplated by the Solicitation.

## ARTICLE 2. COMPENSATION AND PAYMENT

### 2.1 Contract Sum.

(a) Subject to any limitations in this contract, the City shall pay Contractor for all work performed in accordance with this contract at the rate established in the Contractor’s bid pricing form, attached as **Exhibit B**, in an amount not to exceed **ONE HUNDRED THOUSAND and**

**00/100 DOLLARS (\$100,000.00)** for each term of the contract, including the initial Contract Term pursuant to Section 3.1(a) and any one-year renewal terms authorized by the City pursuant to Section 3.1(b) (“**Contract Sum**”).

(b) Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation in Section 2.1(a) shall be at no cost to the City unless additional compensation is approved for Additional Work pursuant to Section 1.4(b).

## **2.2 Manner and Method of Payment.**

(a) The City shall pay the Contractor in accordance with the Solicitation. The Contractor is not entitled to a total payment, including fees for expenses, that exceeds the Contract Sum.

(b) Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Contractor shall either: (i) pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this contract; or (ii) notify the City and the subcontractor, in writing, of the Contractor’s intention to withhold all or a part of the subcontractor’s payment and the reason for non-payment. In no event shall the City be liable for the Contractor’s failure to pay a subcontractor. It is the Contractor's responsibility to ensure that no lien for work performed by the Contractor or subcontractor is placed on the City.

## **2.3 Invoices.**

(a) In accordance with the Solicitation and Contractor’s bid pricing form, the Contractor shall submit to the Contract Administrator periodic invoices, in duplicate, for all work performed, tasks and deliverable completed, and expenses incurred during the preceding month in a form approved by City of Rockville Chief Financial Officer or her designee. The invoice 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.

(b) The City Manager or his designee will independently review each invoice submitted by the Contractor to determine whether the work performed, tasks and deliverables completed, and expenses incurred for the Contractor Services comply with the provisions of this contract. Except for any charges for work performed or expenses incurred by the Contractor which are disputed by the City, or as provided in Section 9.3, the City will use its best efforts to cause the Contractor to be paid within 30 days of receipt the Contractor’s correct and undisputed invoice. In the event any charges or expenses are disputed by the City, the original invoice shall be returned by the City to the Contractor for correction and resubmission.

## **ARTICLE 3. CONTRACT TERM**

### **3.1 Contract Term.**

(a) The term of this contract shall begin on the Effective Date and shall expire on June 30, 2027 (“**Contract Term**”), unless earlier terminated in accordance with Article 9 of this contract.

(b) The City reserves the right to renew this contract for up to four additional one-year terms, subject to appropriations.

(c) The City reserves the right to extend the contract for any reason for a period or periods up to but not to exceed 12 months, subject to appropriations. This extension clause may be exercised when the City determines that an extension of the contract is advantageous to the City. Any extension beyond 12 months will be subject to the City’s option to renew clause as set forth in this Section. This provision in no way affects or alters the City’s ability to renew the contract consistent with the renewal option clause. If it is then decided to renew the resulting contract, the renewal date will commence on the day following the last day of the contract extension.

## **ARTICLE 4. CONTRACTOR STATUS, WORKERS, AND SUBCONTRACTORS**

### **4.1 Contractor Status.**

The Contractor shall have no authority to bind the officials, officers, employees or agents of the City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the City, whether by contract or otherwise, unless such authority is expressly conferred under this contract or is otherwise expressly conferred in writing by the City Manager. The Contractor shall not at any time or in any manner represent that the Contractor or any of the Contractor’s officers, employees, agents, or Subcontractors are in any manner officials, officers, employees or agents of the City. Neither the Contractor, nor any of the Contractor’s officers, employees, agents, or Subcontractors, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the City’s employees. The Contractor expressly waives any claim the Contractor may have to any such rights.

### **4.2 Independent Contractor.**

The Contractor shall perform all services required under this contract as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of the Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with the Contractor.

## 4.2 Workers Employed by the Contractor.

(a) All workers must be employed by the Contractor. The Contractor shall be responsible for the payment of all salaries, Social Security, Workers' Compensation, taxes, Federal and State Unemployment Insurance, and all taxes relating to the personnel furnished under this contract, including the Fair Labor Standards Act (FLSA).

(b) All laborers provided by Contractor remain employees of the Contractor and are not agents, servants, employees or representatives of the City in the performance of this Contract. The Contractor shall remain responsible to the laborer for all salary, performance, and benefits purposes, including workers' compensation. No term or provision of, or any act of the City or Contractor, including the laborer, shall be construed as changing the status of the laborer.

(c) Laborers who experience injuries while working at the City are expected to report the injury as soon as reasonably practical to the applicable City supervisor, and no later than the business day in which the injury occurs or is known. The City will notify the Contractor of the reported injury and will make available any reports regarding the occurrence of the injury. Additionally, if the case meets the recordkeeping and recording regulations promulgated by the Occupational Safety and Health Administration (OSHA), the City will record these injury/illness cases on its OSHA Form 300 Log and associated incident reports and annual summary. To ensure proper recording of these cases, Contractor must provide the City with the proper and timely information necessary to complete the OSHA-required logs and forms, including but not limited to the injured Laborers name, mailing address, date of birth, date hired, gender, name of treating health care professional, name and location of treatment rendered, whether the Laborer was treated in an emergency room, whether the Laborer was hospitalized overnight, and whether the Laborer is currently out of work or has restrictions which prevent him/her from performing their normal job.

## 4.3 Subcontractors.

(a) The experience, knowledge, capability and reputation of the Contractor and its principals and employees were a substantial inducement for the City to enter into this contract; therefore, the Contractor's hiring or retaining of any third parties ("**Subcontractors**") to perform work related to the provision of the Contractor Services ("**Subcontractor Services**") is subject to the Contract Administrator's prior written approval. When requesting the Contract Administrator's prior written approval, the Contractor must provide in writing a justification for the need of a Subcontractor, a description of the work the Subcontractor will perform, and an estimated cost of the Subcontractor Services.

(b) The Contractor shall require each Subcontractor to obtain and maintain insurance policies as required by the City for the duration of this contract. The Contractor shall determine Subcontractor policy limits and required endorsements proportionate to the work performed by Subcontractor.

(i) The Contractor is obligated to pay Subcontractor, for Contractor and City approved invoice amounts, out of the compensation paid by the City to the Contractor not later than fourteen working days from the Contractor 's receipt of payment from the City. Nothing in

this paragraph shall be construed to impair the right of the Contractor and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

(ii) If Subcontractor's performance is deficient, the Contractor shall notify the Contract Administrator in writing of any withholding of payment to Subcontractor, specifying: (A) the amount withheld; (B) the specific cause under the terms of the subcontract for withholding payment; (C) the connection between the cause for withholding payment and the amount withheld; and (D) the remedial action Subcontractor must take in order to receive the amount withheld. Once Subcontractor corrects the deficiency, the Contractor shall pay Subcontractor the amount withheld within fourteen working days of the Contractor's receipt of the City's next payment.

(iii) The City shall not be made a party to any judicial or administrative proceedings to resolve any dispute between the Contractor and Subcontractor. The Contractor agrees to defend and indemnify the City as described in Section 7.2, in any dispute between the Contractor and Subcontractor should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

(iv) The City is an intended beneficiary of any work performed by Subcontractor for purposes of establishing a duty of care between Subcontractor and City.

## **ARTICLE 5. CONTRACTOR COVENANTS AND OBLIGATIONS**

### **5.1. Contractor Qualifications.**

The Contractor covenants that it, its employees, agents and Subcontractors, if any, have and shall maintain during the Contract Term all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform work related to the provision of the Contractor Services.

### **5.02. Standard of Care.**

The Contractor covenants that it shall follow the highest professional standards in performing the work related to the provision of the Contractor Services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this contract, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

### **5.3. Compliance with Law.**

The Contractor covenants that it shall keep itself informed concerning and shall render all services hereunder in accordance with all ordinances, resolutions, rules, and regulations of the City and any applicable Federal, State or local governmental entity having jurisdiction in effect at the time services are rendered.

### **5.4. Licenses, Permits, Fees and Assessments.**

The Contractor covenants that it shall obtain at its sole cost and expenses such licenses, permits and approvals as may be required by law for the performance of the services required by this contract. The Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this contract, and shall indemnify, defend and hold harmless the City, its officers, employees or agents of the City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the City hereunder.

### **5.5. Conflict of Interest.**

(a) The Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder the Contractor's performance of work related to the provision of the Contractor Services. The Contractor asserts that it has fully disclosed to the City any and all practices and or contracts of whatever nature or duration that could give rise to even the appearance of a conflict of interest with the parties or subject matter of this contract and will continue to do so during the term of this contract and any renewals or extensions.

(b) The Contractor further covenants that in the performance of work related to the provision of the Contractor Services, no person having any such interest shall be employed by it as an officer, employee, agent or Subcontractor without the express written consent of the City Manager. The Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this contract.

(c) The Contractor further covenants that, in the performance of this contract, it will not employ Subcontractors or other persons or parties having such an interest. The Contractor certifies that no person who has or will have any financial interest under this contract is a member, officer or employee of the City; this provision will be interpreted in accordance with the applicable provisions of the Rockville City Code, as amended from time to time. The Contractor agrees to notify the City Manager or designee if any conflict arises.

### **5.6. Compliance with ADA.**

The Contractor understands and agrees that pursuant to the Americans with Disabilities Act of 1990, as amended ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor or Subcontractor, are required to be accessible to the disabled public. Contractor will provide the Contractor Services specified in this contract in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. The Contractor will not discriminate against persons with disabilities in the provision of services, benefits or activities provided under this contract.

## **ARTICLE 6. RECORDS, REPORTS, AUDITS, AND RELEASE OF INFORMATION**

### **6.1. Records.**

The Contractor shall keep, and require Subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, records, reports, studies, documents or other information relating to the disbursements charged to City and services performed hereunder (the “**Books and Records**”), as shall be necessary to perform the work related to the provision of the Contractor Services required by this contract and enable the Contract Administrator to evaluate the performance of such Services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The City Manager and his designee shall have full and free access to such Books and Records at all times during normal business hours of the City of Rockville, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the Contractor Services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of the Contractor’s business, custody of the Books and Records may be given to City, and access shall be provided by the Contractor’s successor in interest.

## **6.2. Reports.**

The Contractor shall periodically prepare and submit to the Contract Administrator such reports concerning the performance related to the provision of the Contractor Services as the Contract Administrator shall require. The Contractor agrees that if the Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if the Contractor is providing design services, the cost of the project being designed, the Contractor shall promptly notify the Contract Administrator of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if the Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

## **6.3. Right to Audit.**

(a) The City retains the right to review and audit, and the reasonable right of access to the Contractor's and any Subcontractor's premises, to review and audit the Contractor 's or Subcontractor's compliance with the provisions of this contract (the “**City's Audit Right**”). The City's Audit Right includes the right to inspect, photocopy, and retain copies of the Books and Records, outside of the Contractor 's premises if deemed necessary by the City in its sole discretion. The City shall keep these Books and Records confidential to the extent permitted by law.

(b) The City's Audit Right includes the right to examine the Books and Records of procedures and practices that the City determines are necessary to discover and verify that the Contractor or Subcontractor is in compliance with all requirements under this contract.

(c) If there is a claim for additional compensation or for Additional Work, the City's Audit Right includes the right to Books and Records that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

(d) The Contractor and all Subcontractors shall maintain complete and accurate Books and Records in accordance with generally accepted accounting practices. The Contractor and

Subcontractors shall make available to the City for review and audit all Books and Records relating to the Contractor Services. Upon the City's request, the Contractor and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

(e) The Contractor shall include the City's Audit Right as described in this Section 6.3 in any and all of their subcontracts and shall ensure that these sections are binding upon all Subcontractors.

(f) The Contractor shall be responsible for repayment of any and all applicable audit exceptions, including any City expenses related thereto, which the City, State or Federal auditors or their designated representatives may identify and are material and adverse to the City as to create an audit disallowance.

#### **6.4. Ownership of Documents.**

Any and all deliverables, including but not limited to reports, drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, electronic files and documents, records, documents and other materials (the “**Documents and Materials**”) prepared by the Contractor, its employees, Subcontractor and agents in the performance of this contract shall be the property of the City and shall be delivered to the City upon request of the Contract Administrator or upon the termination of this contract, and the Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the Documents and Materials hereunder. The Contractor shall not use, willingly allow, or cause the Documents and Materials to be used for any purpose other than performance of the Contractor’s obligations under this contract.

#### **6.5. Confidentiality and Release of Information.**

(a) All information gained or work product produced by the Contractor in performance of this contract shall be considered confidential, unless such information is in the public domain or already known to the Contractor. The Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Administrator. The Contractor will not make use thereof other than for the performance of these contractual obligations and will only release it to employees requiring such information.

(b) If the Contractor requires access to the City’s electronic information resources and/or its electronic data assets, the Contractor must 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: <http://www.rockvillemd.gov/documentcenter/view/74>.

(c) The Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Administrator or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this contract. Response to a subpoena or court order shall not be considered "voluntary" provided the Contractor gives City notice of such court order or subpoena.

(d) If the Contractor, or any officer, employee, agent or subcontractor of the Contractor, provides any information or work product in violation of this contract, then the City shall have the right to reimbursement and indemnity from the Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of the Contractor's conduct.

(e) The Contractor shall promptly notify the City should the Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this contract and the work performed there under. The City retains the right, but has no obligation, to represent the Contractor or be present at any deposition, hearing or similar proceeding. The Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by the Contractor. However, this right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response.

## ARTICLE 7. INSURANCE AND INDEMNIFICATION

### 7.1. Insurance Requirement.

(a) The Contractor shall be required to obtain and maintain, at its sole cost and expense, in a form and content satisfactory to the Risk Manager for the City of Rockville, during the entire term of this contract including any extensions thereof, the insurance coverages described in the Solicitation, which Insurance Requirements shall cover the Mayor and Council, its appointed officers, and employees and agents of the City of Rockville.

(b) In the event the Contractor subcontracts any portion of the Contractor Services hereunder, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 7.1(a), and such certificates and endorsements shall be provided to the Risk Manager.

### 7.2. Indemnification.

(a) To the full extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Mayor and Council and its appointed officers, employees and agents ("**Indemnified Parties**") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of the Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which the Contractor is legally liable ("**Indemnors**"), or arising from the Contractor's reckless or willful misconduct, or arising from the Contractor's Indemnors'

negligent performance of or failure to perform any term, provision, covenant or condition of this contract, and in connection therewith.

(b) The Contractor shall defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.

(c) The Contractor shall promptly pay any judgment rendered against the Mayor and Council, its appointed officers, agents or employees for any such Claims or Liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of the Contractor hereunder; and the Contractor agrees to save and hold the Mayor and Council, its appointed officers, agents, and employees harmless therefrom.

(d) In the event the Mayor and Council, its appointed officers, agents or employees is made a party to any action or proceeding filed or prosecuted against the Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of the Contractor hereunder, the Contractor agrees to pay to the Mayor and Council, its appointed officers, agents or employees, any and all costs and expenses incurred by the Mayor and Council, its appointed officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

(e) The Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so the Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of the Contractor in the performance of services hereunder. The provisions of this Section do not apply to Claims or Liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of the Contractor and shall survive termination of this contract.

### **7.3. Sufficiency of Insurer or Surety.**

Insurance or bonds required by this contract shall be satisfactory only if issued by companies qualified to do business in Maryland, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager due to unique circumstances. If this contract continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this contract creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond (if any) may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the

right to appeal a determination of increased coverage by the Risk Manager to the City Manager within 10 days of receipt of notice from the Risk Manager.

## **ARTICLE 8. CONTRACTOR REPRESENTATIONS AND WARRANTIES**

As a material inducement to the Mayor and Council's entry into this contract, the Contractor (i) makes the following representations and warranties to the Mayor and Council, as of the Effective Date, (ii) covenants that until the expiration or earlier termination of this contract, upon learning of any fact or condition which would cause any of the warranties and representations in this contract not to be true, the Contractor shall promptly give written notice of such fact or condition to the City Manager or his authorized designee, (iii) acknowledges that the Mayor and Council shall rely upon the Contractor's representations made herein notwithstanding any investigation made by or on behalf of the Mayor and Council, and (iv) agrees that such representations and warranties shall survive until the expiration or termination of this contract:

### **8.1. Organization.**

The Contractor is duly organized, validly existing and in good standing under the laws of the state in which it is organized and is duly qualified to conduct business in the State of Maryland.

### **8.2. Authority of the Contractor.**

The Contractor has full power and authority to execute and deliver this contract, and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this contract, and to perform and observe the terms and provisions of all of the above.

### **8.3. Authority of Persons Executing Documents.**

This contract and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this contract have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Contractor, and all actions required under the Contractor's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this contract and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this contract, have been duly taken (to the extent such actions are required as of the date of execution and delivery of the above-named documents).

### **8.4. No Breach of Law or Agreement.**

To the Contractor's knowledge, neither the execution nor delivery of this contract or any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this contract, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Contractor, or any provision of the organizational documents of the Contractor, or will materially conflict with or constitute a material breach of or a material default under any agreement to which the Contractor

is a party, or will result in the creation or imposition of any lien upon assets or property of the Contractor, other than liens established pursuant hereto.

### **8.5. Qualifications.**

The Contractor, its employees, agents and subcontractors, if any, possess the necessary professional expertise, qualifications and capabilities, and all required licenses and certifications to provide the Contractor Services.

### **8.6. Familiarity with Work.**

By executing this contract, the Contractor warrants that it (i) has thoroughly investigated and considered the Contractor Services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this contract. If the services involve work upon any site, the Contractor warrants that it has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, the Contractor shall immediately inform the Contract Administrator of such fact and shall not proceed except at its own risk until written instructions are received from the Contract Administrator.

## **ARTICLE 9. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **9.1. Maryland Law.**

This contract shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of Maryland. Legal actions concerning any dispute, claim or matter arising out of or in relation to this contract shall be instituted in the Circuit Court of Montgomery County, State of Maryland, and the Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the State of Maryland, Southern Division.

### **9.2. Disputes; Default.**

In the event that the Contractor is in default under the terms of this contract, the City shall not have any obligation or duty to continue compensating the Contractor for any work performed after the date of default. Instead, the City may give notice to the Contractor of the default and the reasons for the default. The notice shall include the timeframe in which the Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that the Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If the Contractor does not cure the default, the City may take necessary steps to terminate this contract under this Article. Any failure on the part

of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this contract.

### **9.3. Retention of Funds.**

The Contractor authorizes the City to deduct from any amount payable to the Contractor (whether or not arising out of this contract) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the City for any losses, costs, liabilities, or damages suffered by the City, and (ii) all amounts for which the City may be liable to third parties, by reason of the Contractor's acts or omissions in performing or failing to perform the Contractor's obligation under this contract. In the event that any claim is made by a third party, the amount or validity of which is disputed by the Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, the City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect the City as elsewhere provided herein.

### **9.4. Waiver.**

Waiver by any party to this contract of any term, condition, or covenant of this contract shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this contract shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this contract. Acceptance by the City of any work or services by the Contractor shall not constitute a waiver of any of the provisions of this contract. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this contract.

### **9.5. Rights and Remedies are Cumulative.**

Except with respect to rights and remedies expressly declared to be exclusive in this contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

### **9.6. Legal Action.**

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this contract, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this contract.

### **9.7. Termination for Non-availability of Funds.**

(a) The Mayor and Council appropriates funds on a fiscal year basis; the City fiscal year runs from July 1 through June 30. Funds have been appropriated for the first year of this

contract through the end of the 2027 fiscal year (June 30, 2027). For any subsequent Contract and/or Agreement extension, payments are contingent upon appropriation and encumbrance of funds. If the Mayor and Council fail to approve an appropriation to fund this contract for a fiscal year that begins after this contract is entered into, this contract terminates on the first day of that fiscal year without further cost to the City.

(b) In the event federal or state funding the City relies upon to pay for services under this contract is reduced, withdrawn, frozen or otherwise cannot be made in full, this contract shall automatically terminate, unless both parties agree to a modification of the obligations under this contract. The effective date of such termination shall be ninety (90) days after the Contractor receives written notice of the reduction in payment, unless available funds are insufficient to continue payments in full during the ninety (90) day period. A reduction in federal or state funding does not reduce monies due and owing to the Contractor on or before the effective date of the termination of the Agreement.

### **9.8. Termination Prior to Expiration of Term.**

This Section shall govern any termination of this contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this contract at any time, with or without cause, upon thirty (30) days' written notice to the Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the City Manager or his designee. In addition, the Contractor reserves the right to terminate this contract at any time, with or without cause, upon sixty (60) days' written notice to the City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, the Contractor shall immediately cease all work hereunder except such as may be specifically approved by the City Manager or his designee. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all Contractor Services rendered prior to the effective date of the notice of termination and for any Contractor Services authorized by the City Manager or his designee thereafter in accordance with the Compensation and Fee Schedule or such as may be approved by the City Manager or his designee, except as provided in Section 7.2. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 9.2.

### **9.9. Termination for Default by Contractor.**

If termination is due to the failure of the Contractor to fulfill its obligations under this contract, the City may, after compliance with the provisions of Section 9.2, take over the work related to the provision of the Contractor Services and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Contractor Services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and the

City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

**9.10. Attorneys' Fees.**

If either Party to this contract is required to initiate or defend or made a party to any action or proceeding in any way connected with this contract, the Parties agree each is responsible for its attorney's fees unless otherwise required by this contract.

**ARTICLE 10. MISCELLANEOUS PROVISIONS**

**10.1. Notices, Demands, and Communications Between the Parties.**

Formal notices, demands, and communications between the Contractor and the City shall be given either by (a) personal service, (b) delivery by reputable overnight document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (c) mailing utilizing a certified or mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, addressed to:

**To the City:** Mayor and Council of Rockville  
c/o Office of the City Clerk / Director of Council Operations  
111 Maryland Avenue  
Rockville, Maryland 20850  
Attn: City Clerk / Director of Council Operations  
[cityclerk@rockvillemd.gov](mailto:cityclerk@rockvillemd.gov)  
Telephone: (240) 314-8283

*With copies to:*

Office of the City Manager  
111 Maryland Avenue  
Rockville, Maryland 20850  
Attn: City Manager  
Email: [cmo@rockvillemd.gov](mailto:cmo@rockvillemd.gov)  
Telephone: (240) 314-8102

Office of the City Attorney  
111 Maryland Avenue  
Rockville, Maryland 20850  
Attn: City Attorney  
Email: [cityattorney@rockvillemd.gov](mailto:cityattorney@rockvillemd.gov)  
Telephone: (240) 314-8150

Procurement Department  
111 Maryland Avenue  
Rockville, Maryland 20850  
Attn: Director

Email: [procurement@rockvillemd.gov](mailto:procurement@rockvillemd.gov)  
Telephone: (240) 314-8432

**To the Contractor:** E.A.R.N Contractors, Inc.  
442 East Diamond Avenue  
Gaithersburg, MD 20877  
Attn: Rafael S. Navarro, President  
Email: [Info@earncontractors.com](mailto:Info@earncontractors.com)  
Telephone: (301) 740-3880

Notices personally delivered shall be deemed effective upon receipt or refusal thereof. Notices given by a reputable overnight document delivery service shall be deemed effective one (1) business day after delivery by such service. Notices mailed shall be deemed effective on the fifth (5<sup>th</sup>) business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing. As used herein, “business day” means a day other than Saturday, Sunday, or a federal holiday, state holiday in the State of Maryland, or a city holiday in the City of Rockville, Maryland.

#### **10.2. Incorporation of Recitals; Interpretation.**

(a) Incorporation of Contract Documents. The Solicitation, Contractor’s bid pricing, and exhibits to this contract (the “**Contract Documents**”) are fully incorporated into this contract by this reference as if fully set forth herein.

(b) Precedence. If the terms of the Contract Documents conflict with this contract, the terms of this contract shall govern.

(c) Interpretation. The terms of this contract shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this contract or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this contract.

#### **10.3. Non-Liability of City Officers and Employees.**

No member, official, employee or agent of the Mayor and Council shall be personally liable to the Contractor in the event of any default or breach by the City or for any amount which may become due to the Contractor or its successors or assigns or on any obligation under the terms of this contract.

#### **10.4. No Waiver of Sovereign Immunity by Mayor and Council.**

Notwithstanding any other provisions of this contract to the contrary, nothing in this contract nor any action taken by the Mayor and Council pursuant to this contract nor any document which arises out of this contract shall constitute or be construed as a waiver of either the sovereign immunity

or governmental immunity of the Mayor and Council and its appointed officials, officers, and employees.

#### **10.5. No Third-Party Beneficiaries.**

No provision of this contract shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.

#### **10.6. Equal Opportunity Employment.**

Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment regarding the above. 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

If Contractor fails to comply with nondiscrimination 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 Contractor may be declared ineligible for further contracts with the Mayor and Council. 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 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.

#### **10.7. Authority of the City Manager in Disputes.**

Any dispute concerning a question of fact arising under this contract which is not disposed of by this contract shall be decided by the City Manager in accordance with the Rockville Procurement Code, 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 this contract. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.

#### **10.8. Tax Exemption.**

The City is exempt from the payment of any federal excise or any Maryland sales tax.

#### **10.9. Local Government.**

Notwithstanding anything herein contained to the contrary, Contractor acknowledge the Mayor and Council is a political subdivision and its obligations hereunder are given on the to the extent permitted by applicable law, contingent upon the appropriation and encumbrance of funding, the open records law presumption that all records within the custody of the City are available to the public for review, and subject to the notice requirements and damage limitations stated in applicable law, including, but not limited to, the Local Government Tort Claims Act, Md. Code Ann., Ct & Jud Proc. § 5-301, et seq. (2013 Repl. Vol.), as amended from time to time.

#### **10.10 Surviving Provisions.**

Provisions of this contract which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Agreement, including provisions relating to acknowledgements, reservation of rights, use restrictions, fees, confidentiality, limits of liability, indemnification, and termination will so survive.

#### **10.11. Severability.**

If any term, provision, covenant, or condition of this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this contract shall not be affected to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this contract. In the event that all or any portion of this contract is found to be unenforceable, this contract or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this contract or that portion which is found to be unenforceable.

#### **10.12. Entire Agreement, Waivers and Amendments.**

This contract integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties. All waivers of the provisions of this contract must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties.

#### **10.13. Assignment.**

This contract cannot be assigned by either Party without the prior written consent of the other Party.

#### **10.14. Counterparts.**

This contract may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

#### **10.15. Electronic Signatures.**

This contract may be executed by electronic signature, which will be construed as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, “electronic signature” means electronically scanned and transmitted versions (e.g., via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as DocuSign or Adobe Sign.

**(Signature pages to follow)**

DRAFT

**IN WITNESS WHEREOF**, the Mayor and Council and the Contractor have each executed, or caused to be duly executed, this contract, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives thereunto duly authorized) as of the day and year first written above.

**MAYOR AND COUNCIL**

**Approved as to form:**

**THE MAYOR AND COUNCIL OF  
ROCKVILLE**, a body corporate and municipal  
corporation of the State of Maryland

\_\_\_\_\_  
Cynthia Walters, Acting City Attorney

By: \_\_\_\_\_  
Jeff Mihelich, City Manager

**CONTRACTOR**

**E.A.R.N. Contractors, Inc.**

By: \_\_\_\_\_  
Rafael S. Navarro, President

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**EXHIBIT A – IFB #24-26 & Addendums**

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See attached



City of Rockville  
Rockville, Maryland

## **INVITATION FOR BIDS #24-26**

### **TEMPORARY LABOR SERVICES**

**Bids Due by 2:00 P.M. (ET)**

**THURSDAY, APRIL 9, 2026**

**BIDS RECEIVED AFTER APRIL 9, 2026, 2:00 PM WILL NOT BE  
CONSIDERED**

ISSUED BY:

Gina Washington, Senior Buyer  
Procurement Department  
City of Rockville, City Hall  
111 Maryland Avenue, 1st Floor  
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-V Outreach Program**

**It is the intent of the City of Rockville to increase opportunities for minority, female, disabled or veteran (MFD-V) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations, including subcontracting or mentoring opportunities. Suggested changes and MFD-V enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are strongly encouraged. Any questions regarding MFD-V outreach or questions/concerns regarding the City's bidding process should be addressed to [procurement@rockvillemd.gov](mailto:procurement@rockvillemd.gov) or 240-314-8430.**



**Statement of "No Bid Submittal"**

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of bids to the buyer listed in this IFB by **email only** to [RWASHINGTON@rockvillemd.gov](mailto:RWASHINGTON@rockvillemd.gov).

I/WE HAVE DECLINED TO BID ON **TEMPORARY LABOR SERVICES**, titled **IFB# 24-26** for the following reason(s):  
 [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Proposal requirements too "restrictive".
	Insufficient time to respond to the Invitation for Bids.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

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Are you a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business? \_\_\_\_\_ Yes \_\_\_\_\_ No

Company Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

\_\_\_\_\_  
 Authorized Signatory

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

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

**CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND**

**INVITATION FOR BIDS #24-26  
TEMPORARY LABOR SERVICES**

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>PAGE</b>
<b>Submittal Checklist and Signature (REQUIRED).....</b>	<b>4</b>
<b>I. Project Overview.....</b>	<b>5</b>
<b>II. General Terms and Conditions and Instructions to Bidders.....</b>	<b>8</b>
<b>III. Special Terms and Conditions.....</b>	<b>15</b>
<b>IV. Specifications.....</b>	<b>19</b>
<b>V. Bid Pricing Form.....</b>	<b>23</b>
<b>Required Forms.....</b>	<b>24</b>
<b>A. Attachment A-Affidavit Form.....</b>	<b>24</b>
<b>B. Attachment B-Reference Check Form.....</b>	<b>25</b>
<b>C. Attachment C – Bidder Questionnaire.....</b>	<b>26</b>

**City of Rockville**  
**IFB 24-26**

**Submittal Checklist and Signature**

**This page must be completed and submitted with your bid. Failure to submit this page shall deem your bid non-responsive.**

\_\_\_\_\_ Responses shall be submitted electronically via the City’s Collaboration Portal no later than the due date and time as shown in this solicitation.

[Contract Insight - Collaboration Portal \(rockvillemd.gov\)](http://rockvillemd.gov)

\_\_\_\_\_ Did an authorized company representative sign the bottom portion of this of this page?

\_\_\_\_\_ Did an authorized representative sign the Affidavit form A?

\_\_\_\_\_ Did you complete the reference form in attachment B?

\_\_\_\_\_ Did you complete Bidder’s Questionnaire attachment C?

\_\_\_\_\_ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to

<https://dat.maryland.gov/Pages/default.aspx>

\_\_\_\_\_ Did you check the City’s Collaboration Portal for any addenda and include a signed copy of each with your response?

**Note: The City will no longer generate check payments to awarded vendors. Electronic payments will only be issued. If your company is selected, you shall be required to complete and submit an ACH application prior to award of a contract/purchase order.**

PAYMENT TERMS: NET 30	DELIVERY: _____	DAYS AFTER RECEIPT OF ORDER
PROMPT PAYMENT DISCOUNT: ___% FOR PAYMENT WITHIN ___ DAYS		
COMPANY LEGAL NAME: _____		
ADDRESS: _____		
SUBMITTED BY: _____		DATE _____
SIGN YOUR NAME		
PRINT YOUR NAME _____		
TELEPHONE# _____	FAX # _____	
E-MAIL ADDRESS: _____		FEDERAL ID#/OR SS# _____
<b><i>For informational purposes only – Is your company certified as a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business: _____ yes _____ no _____ I choose not to respond</i></b>		

# INVITATION FOR BID #24-26 TEMPORARY LABOR SERVICES

## SECTION I: PROJECT OVERVIEW

**1.1 SECURED BIDS** will be received electronically via a City designated bid receipt software solution until 2:00 PM ET, Thursday, April 9, 2026. PLEASE NOTE THAT ANY BID DOCUMENTS ENTERED INTO THE SOFTWARE SOLUTION AFTER 2:00 PM ET WILL NOT BE CONSIDERED. The bidder assumes full responsibility for the timely delivery of a bid via the designated solution. Bids delivered in any other fashion will not be considered. Properly submitted bids will be opened in a virtual environment after the time set for receipt of bids and will be read aloud via a City telepresence software solution at the phone number and/or web address provided by the City and contained within this solicitation.

Submission of a bid electronically is consent by the bidder to conduct any or all elements of the procurement by electronic means, in accordance with the terms of this invitation for bids.

Bids presented after the bid receiving deadline will not be received for any reason. The official time clock for receiving bids will be that of the City's third party software solution provider's computer server system.

**ATTENTION: BIDDERS ARE HEREBY NOTIFIED THAT THE CITY'S THIRD PARTY SOFTWARE SOLUTION PROVIDER'S COMPUTER SERVER TIME MAY DIFFER FROM THAT OF OTHER ELECTRONIC DEVICES, COMPUTER SOFTWARE AND COMPUTER HARDWARE THAT MAY BE USED TO ELECTRONICALLY SUBMIT THE BID. BIDDERS ARE RESPONSIBLE FOR ALLOWING ADEQUATE TIME TO SUCCESSFULLY DELIVER THE BID TO THE REQUIRED ELECTRONIC LOCATION BY THE REQUIRED TIME.**

### **1.2 BACKGROUND**

The City of Rockville (the "City") is seeking firm fixed prices from qualified firm(s) providing temporary labor services, primarily in day labor/light industrial services, Laborer (see Section 4.3.1, page 20).

The City estimates it needs approximately 5,000 hours of day labor/temporary labor services annually to support primarily the Environmental Management Division's recycling, refuse, yard waste, leaf removal and special waste collection efforts and the Recreation and Parks mowing, edging, trash removal and landscaping needs. **Temporary Laborers supporting the Environmental Management Division's recycling and refuse programs will be required to ride on the back of trucks in accordance with industry-accepted and City-established safety policies.** This annual number of hours estimate may change (increase or decrease) from year-to-year, depending on the actual needs of the City. Work sites include various locations throughout Rockville, Maryland.

### **1.3 CONTRACT TERM AND AWARD**

The City intends to award this contract for the period through June 30, 2027, with up to four one-year renewal options.

Award will be made to one (1) or more of the lowest responsive and responsible bidders, based on Grand Total. Bidders must comply with all provisions of the Invitation for Bid, and award to be made provided the bid prices are reasonable and in the best interest of the City. The City reserves the right to award this contract in such a manner that is in the City's best interest; the City may award by any individual option, award multiple contracts, award a primary and secondary option, or none.

### **1.4 PROPOSED SCHEDULE**

- A. IFB release date – Friday, March 20, 2026
- B. Questions Due – Thursday, March 26, 2026
- C. **IFB closing date – Thursday, April 9, 2026**

### 1.5 DEADLINE FOR QUESTIONS

Questions pertaining to this bid may be directed to Gina Washington via the City's Collaboration Portal **only** at <https://contracts.rockvillemd.gov/gateway/Default.aspx> no later than **3:00 PM EST, Thursday, March 26, 2026**. Oral answers to questions relative to interpretation of specification or the bid process will not be binding on the City.

### 1.6 SUBMISSION

All bid forms and documents must be electronically filled out, signed and submitted **via one combined pdf document** using the City's Collaboration Portal **only** at:

<https://contracts.rockvillemd.gov/gateway/Default.aspx>

**At a minimum the file name of the pdf document must contain the Bid Number, Bidders Name and Bid Due Date.**

**Instructions for uploading bid documents can be found within the Vendor Client User Manual and Quick Reference Guides in the Collaboration Portal under document library**

A virtual, telepresence bid opening will be held a few minutes after the bid submittal due date and time. Individuals interested in attending the virtual bid opening must register below:

**Register For Virtual Bid Opening Here:** [Register](#)

### 1.7 ADDENDUM

Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

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

<https://contracts.rockvillemd.gov/gateway/Default.aspx>

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

### 1.10 ENVIRONMENTAL IMPACT

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 its codified purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

### 1.11 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 Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 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."

**1.12 US TREASURY IDENTIFICATION NUMBER**

Bidders must supply with their bids their U.S. Treasury Department Employers' Identification Number as such number is shown on their Employer's quarterly Federal Tax Return (U.S. Treasury Department Form No. 941). This number shall be inserted on the Bid Sheet in the space provided.

**1.13 QUALIFICATION 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, 1997) 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.

**1.14 DISABILITY INFORMATION**

ANY INDIVIDUALS WITH DISABILITIES 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.



## CITY OF ROCKVILLE, MARYLAND

### SECTION II: GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

NON-CONSTRUCTION – 3/2022

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. **SUBMISSION OF BID** All bids are to be submitted electronically, in a pdf format file, via a City designated bid receipt software solution. File name of the pdf document must contain the Bid Number, Bidders Name and Bid Due Date.

The bid proposal form must be filled out and submitted electronically. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an electronic or scanned signature, in the space provided, of an individual authorized to bind the bidder. PLEASE STATE CLEARLY IF THE BID RESPONSE WAS DEVELOPED USING ARTIFICIAL INTELLIGENCE (AI) SOFTWARE OF ANY TYPE.

3. **BID ACCEPTANCE AND OPENINGS** It is the bidder's responsibility to assure delivery of the bid at the proper time via the designated electronic, software solution. Bids delivered in any other fashion will not be considered. All bids will be publicly opened in a virtual environment after the time set for receipt of bids and read aloud via a City telepresence software solution. Bidders may attend bid openings at the phone number and/or web address provided by the City.
4. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read via a City telepresence software solution. A tabulation of bids received are posted using the City's designated electronic, software solution
5. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
  - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  - c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
  - d. The quality of performance on previous contracts or services;
  - e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
  - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - g. The quality, availability and adaptability of the goods or services to the particular use required;
  - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
  - i. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
  - j. Such other information as may be secured by the City having a bearing on the decision to award the contract.
6. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will remain 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 be posted via the city's designated electronic, software solution

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.

7. **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.

Unless otherwise stated in this solicitation, bids shall be valid for a minimum of 90 days following the deadline for submitting offers. Bids may not be withdrawn during that period.

8. **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.
9. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if the bid is accepted.
10. **BID WITHDRAWAL** Bids may be electronically withdrawn (deleted) or modified by deleting the initial file uploaded and replacing it with a modified file using the City's electronic, software solution before the time specified for bid opening. Requests received after bid opening will not be considered.
11. **TAX EXEMPTION** The City is exempt from the payment of any federal excise or any Maryland sales tax.
12. **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.
13. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. destination basis only unless otherwise specified herein.
14. **PROMPT PAYMENT DISCOUNTS** All discounts other than prompt payment are to be included in the bid price. Prompt payment discounts may be considered in the evaluation of your bid if the discount on payment is not conditioned on payment being made in less than thirty (30) days from receipt of invoice.
15. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.
16. **SAMPLES** Samples of items, if requested, shall be furnished without charge, upon request within ten days. Failure on the part of the bidder to provide such samples within the specified time frame or to comply with these instructions may be cause to consider the bid as non-responsive. If not destroyed and upon request at the time of submission, samples will be returned at the bidder's expense. Samples may also be tested or become property of the City and may not be returned.
17. **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 stored in a secure manner. After such records are no longer needed 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/documentcenter/view/74>

18. **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.

19. **INTEREST IN MORE THAN ONE BID AND COLLUSION** **Multiple bids uploaded/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.
20. **QUALIFICATION OF THE BIDDER** The City shall have the right to take such steps as it deems necessary to determine the responsibility of the bidder to perform the obligations under the contract and the bidder shall furnish to the City all such information for this purpose as the City may request. The right is reserved to reject any bid where an investigation of available information does not satisfy the City that the bidder is qualified to carry out the terms of the contract.
21. **EXECUTION OF CONTRACT** The awarded bidder 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. Exceptions or revisions to the City's agreement may deem the bidder non-responsive.
22. **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 which include travel time and mileage.
23. **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 or via email to the project manager.
24. **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 free as part of the Finance Department's efforts to improve customer services.
25. **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.
26. **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 professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.
27. **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.
28. **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.

29. **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.
30. **TRAVEL TIME** No payment for travel time to or from the job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves the job site.
31. **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.

32. **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 the responsive second ranked Bidder, if default occurs within the initial contract period and the second ranked bidder agrees to hold its bid price, 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.
33. **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.
34. **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.
35. **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.

36. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the purchasing agent 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.
37. **GUARANTEE** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager (e.g. other required documents, operating manuals, maintenance manuals/schedules, etc.) 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.

- 38. 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.
- 39. 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.
- 40. 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.
- 41. ADDITIONAL ITEMS** 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.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. 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 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. It shall be the bidder/proposer's responsibility to duly note on their submittal if any information in their submitted bid/proposal contains proprietary information and the context under which same should be handled by reviewers. Bidders/proposers shall not mark sections of their bid/proposal as proprietary or confidential if they are to be part of the award of the contract/agreement and are a "material" nature (i.e. prices). Material information may be required to be released in accordance with Public Information Act laws.
- 46. 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.
- 47. 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.

48. **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.

49. **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.

50. **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.

51. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. 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 setting forth the provisions of this nondiscrimination clause.

If the Contractor fails to comply with nondiscrimination 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.

52. **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 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.

53. **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 individual knowing the individual is an unauthorized noncitizen 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 recruit or referral for a fee, of the individual for employment or the discharging of the individual for 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.

- 54. SUBLETTING OR ASSIGNMENT OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.
- 55. 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.
- 56. NO CONTACT DURING PROCUREMENT PROCESS** It is the policy of the City of Rockville that the evaluation and award process for City contracts shall be free from both actual and perceived impropriety, and that contracts between potential vendors and City officials, elected officials and staff regarding pending awards of City contracts shall be prohibited.
- a. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the City's recommendation to the City Manager or the Mayor and Council for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
  - b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the procurement contact listed in this solicitation.
  - c. Any violation of this prohibition of the initiation or continuation of verbal or written communications with City officers, elected officials, employees, or designated City representatives shall result in a written finding by the Purchasing agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive," and same shall not be considered for award.

**INVITATION FOR BIDS # 24-26  
TEMPORARY LABOR SERVICES**

**SECTION III: SPECIAL TERMS AND CONDITIONS**

**3.1 Point of Contact**

To ensure fair consideration for all Bidders, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Procurement Division, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All inquiries concerning clarifications of this solicitation or for additional information shall be submitted via the City's Collaboration Portal.

All responses to questions/clarifications will be sent to all prospective Bidders in the form of a written addendum. Material changes, if any, to the scope of work, or bid procedures will also be transmitted by written addendum.

**3.2 Minimum Qualification Requirements**

At a minimum, Bidders must provide written evidence (through references) of five (5) years prior experience with the scope of work as detailed in the specifications.

The qualified firm must provide temporary labor services specifically for recycling and refuse collection services with the laborers working during the day. The City will not accept any other types/categories of temporary labor services.

If the bidder intends to subcontract any or part of the work, then the bidder must identify and include references for each qualified subcontractor, together with a description of the proposed subcontract work. This evidence shall be submitted with the bid, or the City, at its discretion, may determine the bid to be unresponsive. The City reserves the right to require references for such subcontractors.

The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the work and reserves the right to request additional information. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such Bidder does not satisfy the City that the Bidder is qualified to properly carry out the terms of the Bid Document.

**3.3 Contract Term**

The anticipated terms of this contract shall be June 30, 2027.

Upon satisfactory service and by mutual agreement the City reserves the right to renew the contract. The term of renewal shall not exceed four (4) additional one (1) year periods.

**3.4 Option to Renew Contract Period**

- A. Upon satisfactory service and by mutual agreement the City reserves the right to renew the contract. The term of renewal shall not exceed four (4) additional one (1) year periods.
- B. The City expects all vendors to provide year over year cost reductions recommendations.

- C. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- D. Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Director of Procurement. The request must be submitted in writing at least sixty (60) days prior to the renewal term and shall be accompanied by supporting documentation. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. The City may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation. The request for a change in the unit price shall include at a minimum; (1) the cause for the adjustment; (2) proposed effective date (minimum of 60 days); and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U) change in manufacturer's price, etc.).
- E. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to the City.

### 3.5 **Extension of Contract**

The City reserves the right to extend the contract for any reason for a period or periods up to but not to exceed 12 months, subject to appropriations. This extension clause may be exercised when the City determines that an extension of the contract is advantageous to the City. Any extension beyond 12 months will be subject to the City's option to renew clause as set forth in this contract. This provision in no way affects or alters the City's ability to renew the contract consistent with the renewal option clause. If it is then decided to renew the resulting contract, the renewal date will commence on the day following the last day of the contract extension.

### 3.6 **Estimated Quantities**

No warranty is given or implied by the City as to any components listed in this Bid and are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the City.

### 3.7 **Additional Items/Duties**

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in the bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to purchase those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

### 3.8 **No Exclusive Contract/Additional Services**

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

### 3.9 **Exceptions**

An exception is any condition, limitation, restriction, term or other deviation from the requirements of the Invitation for Bids that is a condition of the bidder's bid or that the bidder expects to become part of a contract with the City. Bidders are strongly discouraged from taking exceptions to the requirements

of the Invitation for Bids. Exceptions may result in the City declaring the bidder’s bid to be non-responsive. Any exceptions taken must refer to the specific language of the Invitation for Bids to which the bidder objects and must be included with the bid on a separate page. The City shall be entitled to assume that the absence of any exceptions constitutes the bidder’s willingness to comply with all requirements of all parts of the Invitation for Bids.

**3.10 Complete Information Required on Bid Form**

All bids must be submitted on the attached Bid Form with all sections completed. To be considered a valid bid, the bid form pages and required forms must be returned, properly completed, as outlined in the General Conditions.

**3.11 Insurance Requirements**

Prior to 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 electronically submit to the Procurement Division 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:

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. <i>Workers’ Compensation</i> 2. <b>Employers’ Liability</b>	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: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>
<b>3. Commercial General Liability</b>  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. <b>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</b>
<b>4. Automobile Liability</b>  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. <b>Form CA20 48 02 99 form to be both signed and dated.</b>
<b>5. Excess/Umbrella Liability</b>	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.
<b>6. Professional Liability (if applicable)</b>	Each Occurrence/Aggregate: \$1,000,000	

**3.11.1 Policy Cancellation**

No change, cancellation or non-renewal shall be made in any insurance coverage without thirty (30) days written notice to the City’s Procurement Division. The Contractor shall electronically 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.

### 3.11.2 **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 the 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.

### 3.11.3 **Subcontractors**

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

Example:

Certificate Holder

*The Mayor and Council of Rockville*

City Hall

111 Maryland Avenue

Rockville, MD. 20850

### 3.12 **Cooperative Procurement**

The Contractor may extend all of the terms, conditions, specifications, and unit or other prices of any award resulting from this solicitation to any and all other public bodies, subdivisions, school districts, community colleges, colleges, and universities. The City assumes no authority, liability or obligation, on behalf of any other public entity that may use any contract resulting from this solicitation.

### 3.13 **License and Support Agreements**

In the event a bidder or manufacturer requires an agreement to be signed the agreement must be returned with the bid for review prior to any subsequent award. The City reserves the right to refuse consideration of an agreement and may hold the bidder to any agreement entered into as a result of a purchase order being issued as a result of this IFB without prior knowledge that the bidder and/or manufacturer will require an additional document, contract or agreement to be executed.

**INVITATION FOR BIDS #24-26  
TEMPORARY LABOR SERVICES**

**SECTION IV: TECHNICAL SPECIFICATIONS/SCOPE OF WORK**

**4.1 STATEMENT OF WORK**

The City of Rockville (the “City”) is seeking firm fixed prices from qualified firm(s) providing temporary labor services, primarily in day labor/light industrial services, recycling and refuse Laborer (see Section 4.3.1, page 20).

The City estimates it needs approximately 5,000 hours of day labor/temporary staffing services annually to support primarily the Environmental Management Division’s recycling, refuse, yard waste, leaf removal and special waste collection efforts and the Recreation and Parks mowing, edging, trash removal and landscaping needs. **Temporary Laborers supporting the Environmental Management Division’s recycling and refuse programs will be required to ride on the back of trucks in accordance with industry-accepted and City-established safety policies.** This annual number of hours estimate may change (increase or decrease) from year-to-year, depending on the actual needs of the City. Work sites include various locations throughout Rockville, Maryland.

**4.2 GENERAL REQUIREMENTS FOR ALL SERVICE/LABOR CATEGORIES**

**4.2.1 Response Time**

The City will contact the Contractor with a request for temporary staff via phone or email no later than 5:00 pm on the day prior to the date on which the temporary labor is required. The City will provide the Contractor with the number of workers required, the type of work to be performed, and the report to address and time. The City will, on a reasonable efforts basis, make every attempt to provide the Contractor with as much advance notice as possible. In the event the Contractor is unable to fill the City’s request, the City reserves the right to go to a second awarded Contractor, etc.

From time to time, the City may request same day response for temporary labor services. Contractor agrees to provide service on a best efforts basis. The City would request Laborer services from the Contractor no later than 6:30 a.m. Laborers typically report to Rockville’s Maintenance Facility located at 14625 Rothgeb Drive, Rockville MD 20850.

**4.2.2. Work Eligibility**

All temporary employees must be able to perform the specific work tasks outlined below. Workers must be eligible to legally work in the United States. The Contractor will provide and require all Laborers to take and pass a pre-employment drug and alcohol screening test.

**4.2.3. Right of Refusal**

The City has the exclusive right at any time to refuse or determine unacceptable, any worker provided by the Contractor. Refusal of any worker must be done in accordance with the Equal Opportunity Employment Guidelines. The worker will be immediately removed by the Contractor and prompt arrangements will be made for a suitable replacement.

**4.2.4. Workers Employed by the Contractor**

All workers must be employed by the Contractor. The Contractor shall be responsible for the payment of all salaries, Social Security, Workers’ Compensation, taxes, Federal and State Unemployment Insurance, and all taxes relating to the personnel furnished under this contract, including the Fair Labor Standards Act (FLSA).

The status of the Laborer shall remain employees of the Contractor and not agents, servants, employees or representatives of the City in the performance of this Agreement. The Contractor shall remain responsible to the Laborer for all salary, performance, and benefits purposes, including workers’ compensation. No term or

provision of, or any act of the City or Contractor, including the Laborer, shall be construed as changing the status of the Laborer.

#### **4.2.5. Reporting of Injuries**

Laborers who experience injuries while working at the City are expected to report the injury as soon as reasonably practical to the City Supervisor, and no later than the business day in which the injury occurs or is known. The City will notify the Contractor of the reported injury and will make available any reports regarding the occurrence of the injury. Additionally, if the case meets the recordkeeping and recording regulations promulgated by the Occupational Safety and Health Administration (OSHA), the City will record these injury/illness cases on its OSHA Form 300 Log and associated incident reports and annual summary. To ensure proper recording of these cases, Contractor must provide the City with the proper and timely information necessary to complete the OSHA-required logs and forms, including but not limited to the injured Laborers name, mailing address, date of birth, date hired, gender, name of treating health care professional, name and location of treatment rendered, whether the Laborer was treated in an emergency room, whether the Laborer was hospitalized overnight, and whether the Laborer is currently out of work or has restrictions which prevent him/her from performing their normal job.

#### **4.2.6. Subsequent City Employment**

The City will not pay any charges or fees assessed by the Contractor if an employee assigned under this contract subsequently becomes an employee of the City as a result of being hired by the City after application for a position through a City Personnel selection process.

### **4.3 SERVICE CATEGORY**

**Work requirements include and are representative of the following:**

- 4.3.1.1.** Assembling, cleaning, lifting, labeling and inventorying wheeled carts used in the City's recycling and refuse programs.
- 4.3.1.2.** Collecting wheeled carts from City curbs and bringing them to the City collection vehicle.
- 4.3.1.3.** Using the semi-automated system on the City collection vehicle, lifting the wheeled carts such that 100% of their contents are placed in a City collection vehicle.
- 4.3.1.4.** Placing the wheeled carts back on the curb neatly, and in such a way as to not block pedestrian or vehicular traffic.
- 4.3.1.5.** Collecting bags and heavy containers of yard debris, leaves, weeds, grass clippings, shrubs, small stumps and small tree branches from City curbs and loading them in a City collection vehicle.
- 4.3.1.6.** Collecting scrap metal items and electronics from City curbs and loading them in a City collection vehicle.
- 4.3.1.7.** Collecting bulk refuse, including furniture, mattresses, brush, tree limbs (up to 8 feet long) from City curbs and loading them in a City collection vehicle.
- 4.3.1.8.** Collecting bulk leaves (spring and fall) from City streets utilizing vacuum truck technology.
- 4.3.1.9.** Ensuring that any spilled recycling or refuse is picked off the ground and placed in a City collection vehicle or container using shoveling, raking and sweeping as necessary.
- 4.3.1.10.** Preparing and cleaning City recycling and refuse vehicles and equipment.
- 4.3.1.11.** Collecting refuse and recycling items from City facilities and lands, including parks.
- 4.3.1.12.** Policing an area to pick up litter and refuse.
- 4.3.1.13.** Digging with shovels and picks.
- 4.3.1.14.** Lifting, loading and unloading material from or into trucks.
- 4.3.1.15.** Other labor-intensive refuse and recycling related tasks, as needed.
- 4.3.1.16.** Mowing, edging, landscaping as needed.

**General Requirements Include:**

- 4.3.1.14** Laborers, for recycling and refuse duties, are required to attend a City of Rockville Standard Operation Procedures (SOP) and safety training before commencing duties defined in this solicitation. This will occur at the beginning of the initial work day and annually thereafter.
- 4.3.1.15** Laborers are expected to perform the duties they are assigned by the City Supervisor in the

time allotted and in a safe manner.

**4.3.1.16** Physical requirements include the ability to lift, move, load/unload heavy tools and equipment in excess of 100 pounds occasionally and in excess of 50 pounds regularly and to work outside in all weather conditions, including extreme cold and extreme heat. Additionally, Laborers will be required to bend, lift, walk, and climb for prolonged periods of time.

**4.3.1.7 Laborers in recycling and refuse will be required to ride on the back of trucks in accordance with industry-accepted and City-established safety policies.**

**4.3.1.18** Laborers will work in all areas of the City and will be transported by the City from the reporting site to the job site(s). Laborers must remain together with their assigned team during this period. Laborer is responsible for own transportation to the City reporting site.

**4.3.1.19** Laborers are prohibited from smoking on City property and in City-owned vehicles including refuse and recycling trucks.

**4.3.1.20** Laborers will be given rest breaks, restroom stops, and a lunch break during the work day. An eight hour work day (10 hours, 4 days/week for recycling and refuse workers) would include one morning and one afternoon 10-minute rest break and one 25-minute lunch break. These break times and amount would vary for shorter work shifts, at a minimum it is 10 minutes of rest for every four hours worked.

**4.3.1.21** Work shall generally be performed during the day shift. Contractor shall provide the number of laborers requested for that date by 6:30 am. Same day work request for recycling and refuse workers shall report no later than 8:00 am. Work will primarily be scheduled between 7:00 am and 5:00 pm.

**4.3.1.22** Laborers must not be impaired by illness or an ingested or inhaled substance that renders them unable to perform the assigned work. Laborers must not report for work under the influence of alcohol or consume alcoholic beverages while at work.

**4.3.1.23** Laborers must be polite and courteous to City residents, business representatives, guests and co-workers.

**Dress Code Requirements include:**

**4.3.1.24** Laborers are required to wear appropriate outerwear for all weather conditions.

**4.3.1.25** Laborers are required to have the following personal protective equipment (PPE) at the start of the first day of work and every subsequent work day that follows:

- a. Safety-toed boots meeting ASTM F2413 standard
- b. ANSI Class 2 reflective safety vest
- c. Work gloves
- d. Safety glasses meeting ANSI Z87.1 standard
- e. Rain gear

**City Provided Items include:**

**4.3.1.26** Tools: The City shall provide all necessary tools such as shovels, trash bags, rakes and string trimmers. Tools shall be returned to the City Supervisor at the end of each workday.

**4.3.1.27** Drinking water and ice are provided by the City.

**4.4 WORK TICKETS**

**4.4.1** At the beginning of each day the Contractor will provide the City with work tickets that contain the following:

1. Current Master Agreement/Purchase Order number
2. Work date
3. Specific Department/Division where work is being performed
4. Number of Laborers/AAs
5. Names of Laborers/AAs

**4.4.2** The City Supervisor will add the following information to the work ticket:

- a. Start time of work for each worker
- b. End time of work for each worker
- c. Supervisor's signature
- d. Whether workers are to return and when/date and time

**4.4.3** One copy of the signed work ticket will be retained by the City and a copy will be submitted to the Contractor via email.

#### **4.5 BILLING AND PAYMENT**

**4.5.1** All invoicing from the Contractor must indicate the following:

- a. Current Master Agreement/Purchase Order number
- b. Billing period
- c. Name of worker
- d. City Department/Division Name (each separate Department/Division must have their own invoice)
- e. Date and hours being billed per worker
- f. Total hours worked for the billing period
- g. Current hourly rate
- h. Invoice total for the billing period

**4.5.2** The City shall not be billed for any employee that is dismissed by the City within the first hour of arrival, as a result of **Section 4.2.3. Right of Refusal** above.

**4.5.3** The City will only pay for actual time worked. No travel time or mealtime may be charged to the City. For the Laborer service category, there are no restaurants or stores nearby so employees should come with lunch/meal food.

**4.5.4** For work in excess of 40 hours per week per employee, overtime at time and one-half the regularly hourly rate shall be paid. Advance City approval (in writing/email) must occur before any overtime hours are worked.

**4.5.5** The City shall guarantee a minimum of four (4) work hours each day when service is required, except in the case where **Section 4.5.2.** (above) applies.

**INVITATION FOR BIDS #24-26  
TEMPORARY LABOR SERVICES**

**SECTION V: BID PRICING FORM**

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE BID SUBMITTAL. FAILURE TO SUBMIT THIS FORM SHALL DEEM THE BIDDER NON-RESPONSIVE.**

IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES AND THE PERFORMANCE OF ALL WORK NECESSARY FOR THE PROJECT. PROVIDE PRICING BELOW TO INCLUDE OVERHEAD, PROFIT, TAXES, INSURANCE AND OTHER APPLICABLE FEES AND COSTS. ALTERATIONS TO THIS FORM OR BID ALTERNATES (UNLESS OTHERWISE SPECIFIED) ARE NOT ACCEPTABLE. LINE ITEMS LEFT BLANK OR MARKED "\$0" SHALL DEEM THIS BID NON-RESPONSIVE.

Item No.	Description	ESTIMATED ANNUAL HOURS *	HOURLY RATE	EXTENDED PRICE ANNUALLY
1	Refuse and Recycling Laborer	5,000	\$ _____	\$ _____
<b>GRAND TOTAL</b> Freight/Shipping Costs included in **Total Cost/Grand Total				\$ _____

\* The figures listed are for evaluation purposes only and DO NOT guarantee either a minimum of maximum usage by the City.

\*\*Items will be evaluated both by item (Hourly Rate/Extended Price Annually) and in the aggregate (Grand Total). Items may be awarded to one or multiple vendors, by individual item or in the aggregate, or any combination thereof.

**GRAND TOTAL IN WORDS** \_\_\_\_\_  
(\$ \_\_\_\_\_)

**EXCEPTIONS**

All exceptions taken to the specifications contained in this document must be clearly indicated in the space provided below. Unless noted as an exception, the bidder 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 bid. It is hereby agreed that if this bid is rejected due to an exception taken to a specification by the bidder, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any specification to this bid? If yes, please explain.

\_\_\_\_\_

\_\_\_\_\_

**INSURANCE**

If awarded, the Contractor will be required to submit a certificate of insurance including endorsements and a waiver of subrogation in accordance with City of Rockville's Insurance Requirements, pages 17-18, Section 3.11.

Confirm that you have read the Insurance Requirements and that your firm will be able to submit the documents as specified:

\_\_\_\_\_ YES \_\_\_\_\_ NO

COMPLETE AND RETURN WITH BID

COMPLETE AND RETURN WITH BID

**ATTACHMENT A**  
**AFFIDAVIT**

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 no, 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** \_\_\_\_\_

**ATTACHMENT B**

**INVITATION FOR BID# 24-26**

**CITY OF ROCKVILLE BIDDER REFERENCE FORM**

The City of Rockville reserves the right to reject bids from any company not meeting the minimum qualifications. The Bidder shall be a competent and experienced contractor with an established reputation within the community performing the type of work required for this contract. The bidder shall have performed similar work for a minimum period of five (5) years. Indicate below a listing of three recent projects completed by your firm that can substantiate past work performance and experience in the type of work required for this contract. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request.

1. Company Name \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_

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

Contract Amount: \_\_\_\_\_ Name of your project supervisor: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

2. Company Name \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_

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

Contract Amount: \_\_\_\_\_ Name of your project supervisor: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

3. Company Name \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_

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

Contract Amount: \_\_\_\_\_ Name of your project supervisor: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

COMPLETE AND RETURN WITH BID

**ATTACHMENT C**

**BIDDER'S QUESTIONNAIRE**

The Bidder recognizes that in selecting a company, the City of Rockville will rely, in part, on the answers provided in response to this Questionnaire. Accordingly, bidders warrant to the best of its knowledge that all responses are true, correct and complete.

Company Profile

1. Number of Years in Business: \_\_\_\_\_

2. Type of Operation: Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Government \_\_\_\_\_

Number of Employees: \_\_\_\_\_ (company-wide)

Number of Employees: \_\_\_\_\_ (servicing location)

Annual Sales Volume: \_\_\_\_\_ (company-wide)

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.

BIDDER

NAME \_\_\_\_\_

COMPLETE AND RETURN WITH BID



CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND

**Addendum #1**  
**Invitation for Bid (IFB) No. 24-26**  
**Temporary Labor Services**  
**April 8, 2026**

**ATTENTION ALL BIDDERS:**

The following addendum is being issued to amend and clarify certain information contained in the above named IFB. All information contained herein is binding on all Bidders who respond to this IFB. Specific parts of the IFB have been amended. Bidders are required to acknowledge receipt of the addendum by signing in the appropriate space at the end of the addendum. Failure to do so may subject your bid to disqualification. No provided answer to a question may in and of itself change any requirement of the IFB. The following revisions /deletions / additions are listed below; new language has been double underlined and marked in red bold (ex: **new language**) and language deleted has been marked with a double strikeout (ex. ~~language deleted~~).

**BID OPENING CANCELLED FOR THURSDAY, APRIL 9, 2026**

**THE BID OPENING WILL OCCUR ON**

**THURSDAY, APRIL 16, 2026**

The bid registration link will be updated to the new bid opening date.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME IN THE INVITATION FOR BID (IFB).**

**Additionally, please be sure to submit all required forms with your BID per this addendum and the solicitation instructions.**

**ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 BY SIGNING BELOW AND RETURNING A COPY OF THE ADDENDUM WITH YOUR BID OR ACKNOWLEDGING IN YOUR BID**

**ISSUED BY: GINA WASHINGTON, SENIOR BUYER, 4/8/2026**

**NAME OF BIDDER: \_\_\_\_\_**

**BID DUE DATE: 2:00PM (ET), THURSDAY, APRIL 16, 2026**

Link to Solicitation and Addendum: [Addendum 1](#)



CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND

**Addendum #2**  
**INVITATION FOR BID (IFB) No. 24-26**  
**TEMPORARY LABOR SERVICES**  
**April 16, 2026**

**ATTENTION ALL BIDDERS:**

The following addendum is being issued to amend and clarify certain information contained in the above named IFB. All information contained herein is binding on all Bidders who respond to this IFB. Specific parts of the IFB have been amended. Bidders are required to acknowledge receipt of the addendum by signing in the appropriate space at the end of the addendum. Failure to do so may subject your bid to disqualification. No provided answer to a question may in and of itself change any requirement of the IFB. The following revisions /deletions / additions are listed below; new language has been double underlined and marked in red bold (ex: **new language**) and language deleted has been marked with a double strikeout (ex. ~~language deleted~~).

**QUESTIONS**

1. Could you please provide the list of holidays? Are there any mandated Paid Time Off, Vacation, etc.?

**RESPONSE:** Holidays include, New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, July 4<sup>th</sup>, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. No mandated paid time off.

2. Are resumes required at the time of proposal submission? If yes, do we need to submit the actual resumes for proposed candidates, or can we submit the sample resumes?

**RESPONSE:** No resumes are needed for proposed candidates.

3. Is the work entirely onsite, or is there a possibility for remote operations and performance?

**RESPONSE:** All work will be conducted within the boundaries of Rockville City Limits; remote work will not be available.

4. What are the reporting requirements?

**RESPONSE:** All tickets, showing hours worked by staff, must be signed and submitted by the end of the week. Additionally, all invoices should be sent via email by the end of the month.

5. What are the invoice/payment terms (NET 30, NET 45, etc.) and required invoice fields?

**RESPONSE:** Net 30 payment terms and invoices should state the company's name and address as listed on their company W9.

6. Should the initial proposal reflect fixed pricing for the entire term, or can adjustments be proposed in advance as part of the contract?

**RESPONSE:** Fixed Pricing for an hourly rate. No guarantee of a minimum or maximum.

7. If adjustments are permitted, is there a specified mechanism (e.g., annual review, CPI-based increase, or mutual negotiation) that governs such changes?

**RESPONSE:** On page 16, of this solicitation section 3.4 (D) Price Adjustments may be considered at renewal. The request must be submitted in writing at least sixty (60) days prior to the renewal term and shall be accompanied by supporting documentation. The request for a change in the unit price shall include at a minimum; (1) the cause for the adjustment; (2) proposed effective date (minimum of 60 days); and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U) change in manufacturer's price, etc.).

8. Will the County allow mid-contract price adjustments (e.g., for agency fees or wage rates), and if so, under what conditions?

**RESPONSE:** See response to question # 7.

9. Can we provide hourly rate ranges in the price proposal?

**RESPONSE:** No, to facilitate accurate budgeting, please provide the hourly rate applicable for the upcoming year.

10. If the resources we provide at the time of proposal submission are unavailable at the time of a potential contract award, could vendors replace them with equally qualified resources?

**RESPONSE:** Yes

11. How many positions will be required per year or throughout the contract term?

**RESPONSE:** Exact need is unknown. Positions will be filled on an as-needed basis. We utilize temporary staff to assist in managing staffing shortages during leaf season and to address periods of absence due to illness, vacation, or medical reasons throughout the year.

12. How many positions were used in the previous contract (approximate)?

**RESPONSE:** As stated in Response 11, the needs under this contract is dependent on existing city staff deficiencies and can change drastically from year to year.

13. Is there any mandatory subcontracting requirement for this contract? If yes, is there a specific goal for the subcontracting?

**RESPONSE:** No mandatory subcontracting requirements for this contract.

14. Could you please share the previous spending on this contract, if any?

**RESPONSE:** For Fiscal Year 2025, the city spent approximately \$72,000 on temporary labor.

15. Are there any pain points or issues with the current vendor(s)?

**RESPONSE:** No pain points or issues with current vendor.

16. Is this a new contract, or are there any incumbents? If there is an incumbent, please provide the incumbent's name and pricing and confirm whether the incumbent is eligible to resubmit the proposal.

**RESPONSE:** The incumbent Phoenix Staffing is eligible to resubmit. The City does not divulge this information in a competitive solicitation process.

17. What is the work location of the proposed candidates?

**RESPONSE:** Candidates should report to 6 Taft Court, Rockville, MD 20850, where they will coordinate with the sanitation supervisor. Route assignments will be provided at that time.

18. What is the tentative start date for this engagement

**RESPONSE:** The start date will be established once the contract has been awarded. Following that, the schedule will be determined on an as-needed basis, as outlined in question #11.

19. What are the estimated funds allocated for this contract?

**RESPONSE:** Funding for this work is fully dependent on city staffing needs on a daily basis. There is not a budgeted dollar amount.

20. What is the intended number of awards (approximate number)?

**RESPONSE:** One or possible two awards will be made.

21. Will the virtual bid opening be recorded, and if so, will the recording be made available to bidders?

**RESPONSE:** No

22. Are there specific performance metrics or reporting requirements that the City will use to evaluate the contractor's service quality?

**RESPONSE:** Performance will be measures by assessment of the overall quality of service, adherence to punctuality, and assessment that reporting methods are consistently being maintained.

23. How often does the City anticipate making same-day requests for laborers? Is there a historical average for such requests?

**RESPONSE:** The majority of requests for service will be same day. The exceptions are for known vacations/time off.

24. For price adjustment requests during renewal, what specific documentation is required to support the request? Are there any restrictions on the percentage increase?

**RESPONSE:** See response to question #7.

25. If a worker is deemed unacceptable and dismissed within the first hour, how should the contractor document this for billing purposes?

**RESPONSE:** The city will not pay for a worker that is dismissed because they were deemed unacceptable.

26. What is the expected timeline for payment after invoice submission? Are there any specific requirements for invoice formatting beyond those listed in Section 4.5.1?

**RESPONSE:** See response to question #5

27. Can you clarify the process for submitting work tickets? Should they be submitted daily or weekly, and is there a specific format required for email submission?

**RESPONSE:** Work tickets should be submitted daily unless the same individual is working each day; in that case, their ticket should be submitted by the end of the week. All tickets are to be submitted via email to the Sanitation Crew Supervisor on duty for the month. The email address for submission will be provided to the awardee. The ticket should include the name of employee, date/dates worked, start time, end time and total hours for the day.

28. Are the services the same as in the last contract, or are there any variations from the previous scope of work?

**RESPONSE:** The scope of services are substantively the same although there may be minor tweaks for clarification of exact temporary worker duties.

29. Can you please confirm the last contract price and the hourly rate from the last contract?

**RESPONSE:** The City does not divulge this information in a competitive solicitation process

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME IN THE INVITATION FOR BID (IFB).**

**Additionally, please be sure to submit all required forms with your bid per this addendum and the solicitation instructions.**

**ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 2 BY SIGNING BELOW AND RETURNING A COPY OF THE ADDENDUM WITH YOUR BID OR ACKNOWLEDGING IN YOUR BID.**

**ISSUED BY: GINA WASHINGTON, SENIOR BUYER**

**NAME OF BIDDER: \_\_\_\_\_**

**BID DUE DATE: 2:00PM (ET), TUESDAY, APRIL 21, 2026**



CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND

**Addendum #3**  
**Invitation for Bid (IFB) No. 24-26**  
**Temporary Labor Services**  
**April 16, 2026**

**ATTENTION ALL BIDDERS:**

The following addendum is being issued to amend and clarify certain information contained in the above named IFB. All information contained herein is binding on all Bidders who respond to this IFB. Specific parts of the IFB have been amended. Bidders are required to acknowledge receipt of the addendum by signing in the appropriate space at the end of the addendum. Failure to do so may subject your bid to disqualification. No provided answer to a question may in and of itself change any requirement of the IFB. The following revisions /deletions / additions are listed below; new language has been double underlined and marked in red bold (ex: **new language**) and language deleted has been marked with a double strikeout (ex. ~~language deleted~~).

**BID OPENING CANCELLED FOR THURSDAY, APRIL 16, 2026**

**THE BID OPENING WILL OCCUR ON**

**TUESDAY, APRIL 21, 2026**

The bid registration link will be updated to the new bid opening date.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME IN THE INVITATION FOR BID (IFB).**

**Additionally, please be sure to submit all required forms with your BID per this addendum and the solicitation instructions.**

**ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 BY SIGNING BELOW AND RETURNING A COPY OF THE ADDENDUM WITH YOUR BID OR ACKNOWLEDGING IN YOUR BID**

**ISSUED BY: GINA WASHINGTON, SENIOR BUYER, 4/16/2026**

**NAME OF BIDDER: \_\_\_\_\_**

**BID DUE DATE: 2:00PM (ET), Tuesday, APRIL 21, 2026**

Link to Solicitation and Addendums: [Solicitations](#)

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**EXHIBIT B**  
**Contractor's Bid Pricing Form**

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See attached



Phone: 301-740-3880

Fax: 301-740-3881

E-mail: [info@earncontractors.com](mailto:info@earncontractors.com)

April 16,2026

City of Rockville  
Procurement Department  
111 Maryland Avenue, 1<sup>st</sup> Floor  
Rockville, Maryland 20850

### TRANSMITTAL LETTER

Re: IFB # 24-26 Temporary Labor Services

Earn Contractors, Inc., has been thoroughly familiarized with the scope of work and requirements of the above reference project: IFB # 24-26 Temporary Labor Services. We hereby acknowledge our clear understanding of the proposed work. Including changes made in addendum # 1 dated 04/08/2026.

Please find enclosed our Bid Package in response to the above reference project Solicitation.

Our Contact information is:

Individual Authorized: Rafael S. Navarro, President  
Earn Contractors, Inc. - Incorporated in Rockville, MD  
442 East Diamond Avenue  
Gaithersburg, MD 20877  
Phone : (301) 740 3880 Fax : 301-740-3881  
FEIN# 20-2485977, E-mail : [Info@earncontractors.com](mailto:Info@earncontractors.com)  
e MM# 0001518  
MBE : 09-741

Sincerely,

Rafael S. Navarro  
President

**442 East Diamond Avenue, Gaithersburg, MD 20877**



City of Rockville  
Rockville, Maryland

## INVITATION FOR BIDS #24-26

### TEMPORARY LABOR SERVICES

**Bids Due by 2:00 P.M. (ET)**

**THURSDAY, APRIL 9, 2026**

**BIDS RECEIVED AFTER APRIL 9, 2026, 2:00 PM WILL NOT BE  
CONSIDERED**

ISSUED BY:

Gina Washington, Senior Buyer  
Procurement Department  
City of Rockville, City Hall  
111 Maryland Avenue, 1st Floor  
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-V Outreach Program**

**It is the intent of the City of Rockville to increase opportunities for minority, female, disabled or veteran (MFD-V) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations, including subcontracting or mentoring opportunities. Suggested changes and MFD-V enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are strongly encouraged. Any questions regarding MFD-V outreach or questions/concerns regarding the City's bidding process should be addressed to [procurement@rockvillemd.gov](mailto:procurement@rockvillemd.gov) or 240-314-8430.**

**CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND**

**INVITATION FOR BIDS #24-26  
TEMPORARY LABOR SERVICES**

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>PAGE</b>
<b>Submittal Checklist and Signature (REQUIRED).....</b>	<b>4</b>
<b>I. Project Overview.....</b>	<b>5</b>
<b>II. General Terms and Conditions and Instructions to Bidders.....</b>	<b>8</b>
<b>III. Special Terms and Conditions.....</b>	<b>15</b>
<b>IV. Specifications.....</b>	<b>19</b>
<b>V. Bid Pricing Form.....</b>	<b>23</b>
<b>Required Forms.....</b>	<b>24</b>
<b>A. Attachment A-Affidavit Form.....</b>	<b>24</b>
<b>B. Attachment B-Reference Check Form.....</b>	<b>25</b>
<b>C. Attachment C – Bidder Questionnaire.....</b>	<b>26</b>



CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND

**Addendum #1**  
**Invitation for Bid (IFB) No. 24-26**  
**Temporary Labor Services**  
**April 8, 2026**

**ATTENTION ALL BIDDERS:**

The following addendum is being issued to amend and clarify certain information contained in the above named IFB. All information contained herein is binding on all Bidders who respond to this IFB. Specific parts of the IFB have been amended. Bidders are required to acknowledge receipt of the addendum by signing in the appropriate space at the end of the addendum. Failure to do so may subject your bid to disqualification. No provided answer to a question may in and of itself change any requirement of the IFB. The following revisions /deletions / additions are listed below; new language has been double underlined and marked in red bold (ex: **new language**) and language deleted has been marked with a double strikeout (ex. ~~language deleted~~).

**BID OPENING CANCELLED FOR THURSDAY, APRIL 9, 2026**

**THE BID OPENING WILL OCCUR ON**

**THURSDAY, APRIL 16, 2026**

The bid registration link will be updated to the new bid opening date.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME IN THE INVITATION FOR BID (IFB).**

**Additionally, please be sure to submit all required forms with your BID per this addendum and the solicitation instructions.**

**ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 1 BY SIGNING BELOW AND RETURNING A COPY OF THE ADDENDUM WITH YOUR BID OR ACKNOWLEDGING IN YOUR BID**

**ISSUED BY: GINA WASHINGTON, SENIOR BUYER, 4/8/2026**

A handwritten signature in blue ink, appearing to read "Gina Washington".

**NAME OF BIDDER: E.A.R.N Contractors, Inc**

**BID DUE DATE: 2:00PM (ET), THURSDAY, APRIL 16, 2026**

Link to Solicitation and Addendum: [Addendum 1](#)


**City of Rockville**  
**IFB 24-26**

**Submittal Checklist and Signature**

**This page must be completed and submitted with your bid. Failure to submit this page shall deem your bid non-responsive.**

- Responses shall be submitted electronically via the City’s Collaboration Portal no later than the due date and time as shown in this solicitation.  
[Contract Insight - Collaboration Portal \(rockvillemd.gov\)](http://rockvillemd.gov)
- Did an authorized company representative sign the bottom portion of this of this page?
- Did an authorized representative sign the Affidavit form A?
- Did you complete the reference form in attachment B?
- Did you complete Bidder’s Questionnaire attachment C?
- If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to <https://dat.maryland.gov/Pages/default.aspx>
- Did you check the City’s Collaboration Portal for any addenda and include a signed copy of each with your response?

**Note: The City will no longer generate check payments to awarded vendors. Electronic payments will only be issued. If your company is selected, you shall be required to complete and submit an ACH application prior to award of a contract/purchase order.**

PAYMENT TERMS: NET 30 <input checked="" type="checkbox"/>	DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER
PROMPT PAYMENT DISCOUNT: ___% FOR PAYMENT WITHIN ___ DAYS	
COMPANY LEGAL NAME: <u>E.A.R.N Contractors, Inc</u>	
ADDRESS: <u>442 East Diamond Avenue, Gaithersburg, MD 20877</u>	
SUBMITTED BY: <u></u>	<u>04/16/2026</u>
SIGN YOUR NAME	DATE
<u>Rafael S. Navarro</u>	
PRINT YOUR NAME	
TELEPHONE# <u>301.740.3880</u>	FAX # <u>301.740.3881</u>
E-MAIL ADDRESS: <u>info@earncontractors.com</u>	FEDERAL ID#/OR SS# <u>FEIN # 20-2485977</u>
<b><i>For informational purposes only – Is your company certified as a <u>Minority</u> Female, Disabled, or Veteran-Owned (MFD-V) business: <input checked="" type="checkbox"/> yes _____ no _____ I choose not to respond</i></b>	

## INVITATION FOR BID #24-26 TEMPORARY LABOR SERVICES

### SECTION I: PROJECT OVERVIEW

- 1.1 SECURED BIDS** will be received electronically via a City designated bid receipt software solution until 2:00 PM ET, Thursday, April 9, 2026. PLEASE NOTE THAT ANY BID DOCUMENTS ENTERED INTO THE SOFTWARE SOLUTION AFTER 2:00 PM ET WILL NOT BE CONSIDERED. The bidder assumes full responsibility for the timely delivery of a bid via the designated solution. Bids delivered in any other fashion will not be considered. Properly submitted bids will be opened in a virtual environment after the time set for receipt of bids and will be read aloud via a City telepresence software solution at the phone number and/or web address provided by the City and contained within this solicitation.

Submission of a bid electronically is consent by the bidder to conduct any or all elements of the procurement by electronic means, in accordance with the terms of this invitation for bids.

Bids presented after the bid receiving deadline will not be received for any reason. The official time clock for receiving bids will be that of the City's third party software solution provider's computer server system.

**ATTENTION: BIDDERS ARE HEREBY NOTIFIED THAT THE CITY'S THIRD PARTY SOFTWARE SOLUTION PROVIDER'S COMPUTER SERVER TIME MAY DIFFER FROM THAT OF OTHER ELECTRONIC DEVICES, COMPUTER SOFTWARE AND COMPUTER HARDWARE THAT MAY BE USED TO ELECTRONICALLY SUBMIT THE BID. BIDDERS ARE RESPONSIBLE FOR ALLOWING ADEQUATE TIME TO SUCCESSFULLY DELIVER THE BID TO THE REQUIRED ELECTRONIC LOCATION BY THE REQUIRED TIME.**

### **1.2 BACKGROUND**

The City of Rockville (the "City") is seeking firm fixed prices from qualified firm(s) providing temporary labor services, primarily in day labor/light industrial services, Laborer (see Section 4.3.1, page 20).

The City estimates it needs approximately 5,000 hours of day labor/temporary labor services annually to support primarily the Environmental Management Division's recycling, refuse, yard waste, leaf removal and special waste collection efforts and the Recreation and Parks mowing, edging, trash removal and landscaping needs. **Temporary Laborers supporting the Environmental Management Division's recycling and refuse programs will be required to ride on the back of trucks in accordance with industry-accepted and City-established safety policies.** This annual number of hours estimate may change (increase or decrease) from year-to-year, depending on the actual needs of the City. Work sites include various locations throughout Rockville, Maryland.

### **1.3 CONTRACT TERM AND AWARD**

The City intends to award this contract for the period through June 30, 2027, with up to four one-year renewal options.

Award will be made to one (1) or more of the lowest responsive and responsible bidders, based on Grand Total. Bidders must comply with all provisions of the Invitation for Bid, and award to be made provided the bid prices are reasonable and in the best interest of the City. The City reserves the right to award this contract in such a manner that is in the City's best interest; the City may award by any individual option, award multiple contracts, award a primary and secondary option, or none.

### **1.4 PROPOSED SCHEDULE**

- A. IFB release date – Friday, March 20, 2026
- B. Questions Due – Thursday, March 26, 2026
- C. **IFB closing date – Thursday, April 9, 2026**

### 1.5 DEADLINE FOR QUESTIONS

Questions pertaining to this bid may be directed to Gina Washington via the City's Collaboration Portal **only** at <https://contracts.rockvillemd.gov/gateway/Default.aspx> no later than **3:00 PM EST, Thursday, March 26, 2026**. Oral answers to questions relative to interpretation of specification or the bid process will not be binding on the City.

### 1.6 SUBMISSION

All bid forms and documents must be electronically filled out, signed and submitted **via one combined pdf document** using the City's Collaboration Portal **only** at:

<https://contracts.rockvillemd.gov/gateway/Default.aspx>

**At a minimum the file name of the pdf document must contain the Bid Number, Bidders Name and Bid Due Date.**

**Instructions for uploading bid documents can be found within the Vendor Client User Manual and Quick Reference Guides in the Collaboration Portal under document library**

A virtual, telepresence bid opening will be held a few minutes after the bid submittal due date and time. Individuals interested in attending the virtual bid opening must register below:

**Register For Virtual Bid Opening Here:** [Register](#)

### 1.7 ADDENDUM

Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

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

<https://contracts.rockvillemd.gov/gateway/Default.aspx>

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

### 1.10 ENVIRONMENTAL IMPACT

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 its codified purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

### 1.11 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 Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 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."

**1.12 US TREASURY IDENTIFICATION NUMBER**

Bidders must supply with their bids their U.S. Treasury Department Employers' Identification Number as such number is shown on their Employer's quarterly Federal Tax Return (U.S. Treasury Department Form No. 941). This number shall be inserted on the Bid Sheet in the space provided.

**1.13 QUALIFICATION 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, 1997) 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.

**1.14 DISABILITY INFORMATION**

ANY INDIVIDUALS WITH DISABILITIES 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.

**INVITATION FOR BIDS #24-26  
 TEMPORARY LABOR SERVICES**

**SECTION V: BID PRICING FORM**

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE BID SUBMITTAL. FAILURE TO SUBMIT THIS FORM SHALL DEEM THE BIDDER NON-RESPONSIVE.**

IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES AND THE PERFORMANCE OF ALL WORK NECESSARY FOR THE PROJECT. PROVIDE PRICING BELOW TO INCLUDE OVERHEAD, PROFIT, TAXES, INSURANCE AND OTHER APPLICABLE FEES AND COSTS. ALTERATIONS TO THIS FORM OR BID ALTERNATES (UNLESS OTHERWISE SPECIFIED) ARE NOT ACCEPTABLE. LINE ITEMS LEFT BLANK OR MARKED "\$0" SHALL DEEM THIS BID NON-RESPONSIVE.

Item No.	Description	ESTIMATED ANNUAL HOURS *	HOURLY RATE	EXTENDED PRICE ANNUALLY
1	Refuse and Recycling Laborer	5,000	\$ 28.79	\$ 143,950.00
<b>GRAND TOTAL</b>				\$ 143,950.00
Freight/Shipping Costs included in **Total Cost/Grand Total				

\* The figures listed are for evaluation purposes only and DO NOT guarantee either a minimum of maximum usage by the City.

\*\*Items will be evaluated both by item (Hourly Rate/Extended Price Annually) and in the aggregate (Grand Total). Items may be awarded to one or multiple vendors, by individual item or in the aggregate, or any combination thereof.

**GRAND TOTAL IN WORDS** One hundred forty three thousand nine hundred fifty 00/100  
 (\$ 143,950.00 )

**EXCEPTIONS**

All exceptions taken to the specifications contained in this document must be clearly indicated in the space provided below. Unless noted as an exception, the bidder 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 bid. It is hereby agreed that if this bid is rejected due to an exception taken to a specification by the bidder, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any specification to this bid? If yes, please explain.

None.

**INSURANCE**

If awarded, the Contractor will be required to submit a certificate of insurance including endorsements and a waiver of subrogation in accordance with City of Rockville's Insurance Requirements, pages 17-18, Section 3.11.

Confirm that you have read the Insurance Requirements and that your firm will be able to submit the documents as specified:

\_\_\_\_\_  YES \_\_\_\_\_  NO

**COMPLETE AND RETURN WITH BID**

COMPLETE AND RETURN WITH BID

**ATTACHMENT A**  
**AFFIDAVIT**

I hereby affirm that: I am the President and the duly authorized representative of the firm of F A R N Contractors, Inc whose address is 442 East Diamond Avenue, Gaithersburg, MD 20877 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 no, 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]. None.

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**

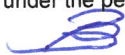
1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

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 Rafael S. Navarro, President

Date 04/16/2026

**ATTACHMENT B**

**INVITATION FOR BID# 24-26**

**CITY OF ROCKVILLE BIDDER REFERENCE FORM**

The City of Rockville reserves the right to reject bids from any company not meeting the minimum qualifications. The Bidder shall be a competent and experienced contractor with an established reputation within the community performing the type of work required for this contract. The bidder shall have performed similar work for a minimum period of five (5) years. Indicate below a listing of three recent projects completed by your firm that can substantiate past work performance and experience in the type of work required for this contract. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request.

1. Company Name Montgomery County Government  
Address: 100 Edison Park Drive 4 Floor , Gaithersburg, MD 20878  
Contact Person: Daniel King , Chief Division of Highway Services Current phone #: 240.372.1786  
Email Address: Daniel.King@montgomerycountyd.,gov  
Contract Amount: \$8,916,663.76 Name of your project supervisor: Rafael S. Navarro  
Description of Work Performed: To provide Seasonal Labor for Leaf Collection, Mowing, Snow Removal, Concrete, etc

2. Company Name Maryland Enviromental Services  
Address: 259 Najoles Road, Millersville, MD 21108  
Contact Person: Jason Browne , Division Chief Operations Current phone #: 410.279.9888  
Email Address: jbrowne@menv.com  
Contract Amount: \$2,929,135.72 Name of your project supervisor: Rafael S. Navarro  
Description of Work Performed: To provide general labor services on as-needed basis at Montgomery county Yard Trim Composting Facility (MCYTCF) located at 21210 Martinsburg Road, Dickerson, MD 20842 and the Montgomery County Solid Waste Transfer Station Grinding Operations (MCGO) located at 16101 North Frederick Road Derwood, MD 20855

3. Company Name Colossal Contractors, Inc  
Address: 4601 Sandy Spring , Burtonsville, MD 20886  
Contact Person: Carlos Tabares Current phone #: 301.476.9060  
Email Address: ctabares@colossalcontractors.com  
Contract Amount: \$887,507.17 Name of your project supervisor: Rafael S. Navarro  
Description of Work Performed: to provide labor services to the M.E.S at Derwood ,MD

COMPLETE AND RETURN WITH BID

**ATTACHMENT C**  
**BIDDER'S QUESTIONNAIRE**

The Bidder recognizes that in selecting a company, the City of Rockville will rely, in part, on the answers provided in response to this Questionnaire. Accordingly, bidders warrant to the best of its knowledge that all responses are true, correct and complete.

Company Profile

1. Number of Years in Business: 20 years

2. Type of Operation: Individual  Partnership  Corporation  Government

Number of Employees: 36 (company-wide)

Number of Employees:        (servicing location)

Annual Sales Volume:  (company-wide) **Please see attached.**

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.

**Please see attached.**

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.

DUNS No 611653358

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.

None.

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.

None.

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.

None.

BIDDER NAME E.A.R.N Contractors, Inc

COMPLETE AND RETURN WITH BID

April 9, 2026

City of Rockville  
Procurement Department  
111 Maryland Avenue, 1<sup>st</sup> Floor  
Rockville, Maryland 20850

Re: IFB # 24-26 Temporary Labor Services

**ANNUAL SALES VOLUMEN OVER THE LAST 5 YEARS**

<b>YEAR'S</b>	<b>SALES VOLUME</b>
2024	\$3,970.521
2023	\$3,880.762
2022	\$3,850.983
2021	\$3,830.315
2020	\$3,810.258

**VENEGAS & ASSOCIATES**  
CERTIFIED PUBLIC ACCOUNTANTS  
MEMBERS, AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

20848 CARDIFF COURT – ASHBURN, VA 20147  
(703) 729-5701 Office  
(571) 436-2930 Mobile  
maxvenegas@aol.com

**EARN CONTRACTORS, INC.**

FINANCIAL STATEMENTS AND SUPPLEMENTAL  
INFORMATION YEAR ENDED  
DECEMBER 31, 2024

**VENEGAS & ASSOCIATES**  
CERTIFIED PUBLIC ACCOUNTANTS  
MEMBERS, AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

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TABLE OF CONTENTS

INDEPENDENTS ACCOUNTANTS' REPORT	.....1
FINANCIAL STATEMENTS	
Balance Sheet	.....2-3
Statement of Income and Retained Earnings	.....4
Statements of Cash Flows	.....5
Notes to Financial Statements	.....6-9
SUPPLEMENTARY FINANCIAL INFORMATION	
Schedule of Cost of Contract Revenue	.....10
Schedule of General and Administrative Expenses	.....11
Aging Accounts Receivable	.....12
Working in Process	.....13

**VENEGAS & ASSOCIATES**  
**CERTIFIED PUBLIC ACCOUNTANTS**  
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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Shareholders and Management  
Earn Contractors, Inc.  
442 East Diamond Avenue  
Gaithersburg, MD 20887

We have reviewed the accompanying balance sheet of Earn Contractors, Inc. as of December 31, 2024, and 2023, the related statements of operations and retained earnings, and cash flows for the twelve months then ended in accordance with Statements on Standards for accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of Earn Contractors, Inc.

A review consists principally of the inquiries of company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, do not express such an opinion or any other form of assurance on them.

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements for them to be in conformity with accounting principles generally accepted in the United States of America.

The information included on page 8-9 is presented only for supplementary information purposes. Such information has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, and we are not aware of any material modifications that should be made thereto.

Sincerely,

*Max Venegas*  
Max Venegas, CPA

**EARN CONTRACTORS INC.**  
**BALANCE SHEET**  
December 31, 2024

<b>ASSETS</b>	<u>2024</u>	<u>2023</u>
<b>Current Assets</b>		
Checking/Savings	40,731	17,011
Contracts receivable	1,597,459	1,863,016
Unbilled Accounts Receivable	415,446	202,709
Due from Employees	0	0
Excess Cost not assigned to Jobs	130,444	205,157
Due from Officers	559,955	402,031
	<hr/>	<hr/>
<b>Total Assets</b>	2,744,035	2,689,925
<b>Fixed Assets</b>		
Property Plan & Equipment, at cost		
Transportation Equipment	779,846	689,982
Office Furniture & Fixtures	17,070	17,070
Computer Equipment	44,181	44,181
Equipment & Tools	318,796	318,796
	<hr/>	<hr/>
<b>Total Property Plan &amp; Equipment</b>	1,159,893	1,070,029
Less accumulated depreciation	<u>(1,038,832)</u>	<u>(970,987)</u>
<b>Total Fixed Assets</b>	121,061	99,042
<b>Other Assets</b>		
Investment Navarro Management	97,450	97,450
	<hr/>	<hr/>
<b>Total Other Assets</b>	97,450	97,450
	<hr/>	<hr/>
<b>TOTAL ASSETS</b>	<u><u>\$ 2,962,546</u></u>	<u><u>\$ 2,886,416</u></u>

**EARN CONTRACTORS INC.****BALANCE SHEET**

December 31, 2024

**LIABILITIES & EQUITY****Liabilities**

<b>Current Liabilities</b>		
Accounts Payable	0	0
Credit Cards	19,334	62,886
Payroll Liabilities	406	44,784
<b>Total Current Liabilities</b>	<u>19,740</u>	<u>107,670</u>
<b>Long Term Liabilities</b>		
La Fayette Line of Credit	43,552	
Long-term debt, net of current portion	51,430	0
<b>Total Long Term Liabilities</b>	<u>94,982</u>	<u>0</u>
<b>Total Liabilities</b>	114,723	107,670

**COMMITMENTS AND CONTINGENCIES****STOCKHOLDERS' EQUITY**

<b>Common stoc, \$1 par value, 1,000 shares authorized, 1,000 shares issued and outstanding</b>	1,000	1,000
<b>Additional Paid in Capital</b>	2,000	2,000
<b>Previos Year Equity Adjustment - 2022</b>	0	0
<b>Old Receivable Uncollectable</b>		
<b>Retained Earnings</b>	2,844,824	2,775,746
<b>Total stockholders' equity</b>	<u>2,847,824</u>	<u>2,778,746</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>\$ 2,962,546</u></u>	<u><u>\$ 2,886,416</u></u>

**EARN CONTRACTORS INC.**  
**STATEMENT OF INCOME AND RETAINED EARNINGS**

For the year ended December 31, 2024

Ordinary Income/Expense	2024	2023
<b>CONTRACT REVENUE</b>	6,396,485	6,413,011
<b>COST OF CONTRACT REVENUE</b>		
Direct costs	4,992,073	4,916,441
Indirect costs	309,679	415,911
<b>Total 5000 - Cost of Good Sold</b>	5,301,751	5,332,352
	5,301,751	5,332,352
<b>Gross Profit</b>	1,094,733	1,080,659
<b>GENERAL AND ADMINISTARTIVE</b>		
<b>EXPENSES</b>	953,294	1,023,808
<b>Net Operating income</b>	141,439	56,851
<b>OTHER INCOME</b>		
Other Income	27,359	0
Other Income - Employee Retention Credit	0	604,089
Gain on Asset Transfer	0	0
Interest Income	1	0
<b>Total Other Income</b>	27,360	604,089
<b>OTHER EXPENSE</b>		
Depreciation Expense	98,681	49,948
Bad Debts - Old Receivable	546	0
Non Deductible Expenses	0	0
Allowances Bad Debts	0	0
Fines & Penalties	494	240
<b>Total Other Expense</b>	99,721	50,188
<b>NET INCOME</b>	<b>\$ 69,078</b>	<b>\$ 610,751</b>
<b>RETAINED EARNINGS, Beginning of the year</b>	<b>2,775,746</b>	<b>2,164,995</b>
<b>RETAINED EARNINGS,End of the year</b>	<b>\$ 2,844,824</b>	<b>\$2,775,746</b>

**EARN CONTRACTORS, INC.**  
**STATEMENT OF CASH FLOWS**

For the year ended December 31, 2024

	Jan - Dec 24
<b>OPERATING ACTIVITIES</b>	
Net Income	69,078
Adjustments to reconcile Net Income to net cash provided by operations:	
1200 · Accounts Receivable	265,557
1210 · Unbilled Accounts Receivable	(212,737)
1212 · Excess Cost - Not Assigned to Jobs	74,713
1300 · Employee Advance	0
1350 · Loan to Officers	(157,924)
1360 · Prepaid Expenses	0
2000 · Accounts Payable	0
2050 · Credit Cards	(43,552)
2100 · Payroll Liabilities	(44,378)
2100 · Payroll Liabilities - Child Support	0
2205 · Loan Payable Lafayette	0
	(49,243)
<b>Net cash provided by Operating Activities</b>	<b>(49,243)</b>
 <b>INVESTING ACTIVITIES</b>	
1500 · Property Plan & Equipment:1510 · Vehicles & Trucks	(89,864)
1599 · A/D Property Plan & Equipment	67,845
	(22,019)
<b>Net cash provided by Investing Activities</b>	<b>(22,019)</b>
 <b>FINANCING ACTIVITIES</b>	
2400 · Note Payables Vehicles	51,430
2400 · Note Payables Lafayette Line of Credit	43,552
3999 · Bad Debts - Retained Earning	0
	94,982
<b>Net cash provided by Financing Activities</b>	<b>94,982</b>
 <b>Net cash increase for period</b>	<b>23,720</b>
 <b>Cash at beginning of period</b>	<b>17,011</b>
 <b>Cash at end of period</b>	<b>40,731</b>

**EARN CONTRACTORS, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**TWELVE MONTHS ENDED DECEMBER 31, 2024**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Nature of Business

The company was incorporated on March 05, 2005, as a close corporation in Maryland. The company is in the business of construction providing painting and drywall services of government and commercial buildings and residential projects. The Company has two (2) stockholders with 80% for Rafael S. Navarro and 20% for Vera Navarro ownership, respectively.

Revenue Recognition

The company recognizes revenues by the complete contract method. This method is used because the typical contract is largely completed in one to two months. In 2024 the company derived approximately 80% of its revenue from three major customers (i.e., Montgomery County Snow 2024-2023, MC Maryland Seasonal and MDOT-SHA), while in 2024 the company derived revenues from multiple customers 20%.

Contract costs include all direct material, labor costs, and other direct costs related to contract performance. Overhead and general and administrative costs are charged to expenses as incurred.

Revenue and the related costs on short-term projects (projects begin and completed in the same accounting period) are recognized as if the services are performed.

Revenue on time-and-material contracts is recognized based upon time (at established rates) and other direct costs incurred. Revenue recognized on contracts more than related billings is reflected as unbilled receivables.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual amounts could differ from these estimates.

Cash and Cash Equivalents

Cash and Cash equivalents consist of cash deposits with financial institutions and similar readily liquid assets and investments with initial maturities of three months or less.

**EARN CONTRACTORS, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**YEARS ENDED DECEMBER 31, 2024**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Property and Equipment

Property and equipment are stated at cost. Expenditures on maintenance, small items, and minor repairs are expenses as incurred. Depreciation for financial purposes is calculated on the straight-line method and is provided consistently based on the asset's estimated useful life. Depreciation expense for 2024 was \$98,681 and \$49,948 for 2023.

Income Taxes

The company reports profits and losses for income tax purposes on the cash method of accounting. For financial statement reporting, income taxes are accounted for under liability method. Under this method, deferred tax assets and liabilities are recognized for operating loss carry forwards, and the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and respective tax bases. A valuation allowance may be recorded to reduce the carrying amounts of deferred tax assets if there is uncertainty regarding their realization.

Accounts Receivable

The account receivable balance is presented net of the allowance for doubtful accounts. Bad debts are provided on the reserve method based on historical experience and management's evaluation of the outstanding receivable at the end of the year. Accounts receivable on December 31, 2024, were \$1,597,459

Advertising Costs

The company expenses advertising costs when incurred. The advertising expense was \$5,582 for the year ended December 31, 2024.

**NOTE B – LEASE COMMITMENTS**

The Company signed a five-year lease agreement renewal on April 2021 for approximately 3,500 square feet of office space and parking at 442 & 428 East Diamond Avenue, Gaithersburg, MD 20887. The initial monthly rent was \$7,225. The total rent paid in 2024 was \$77,600.

**EARN CONTRACTORS, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**YEARS ENDED DECEMBER 31, 2024**

**NOTE C – LONG TERM DEBT-NOTES**

The Company has various notes payable to banks, payable in monthly installments ranging from \$778 to \$863, which include interest ranging from 6.99% to 8.99%, collateralized by automobiles and Equipment. Long term debt on December 31, 2024, consists of the following:

	<u>2024</u>
Note payable to GM Financial Credit in monthly installments. of \$772.19 including interest at 8.49%, secured. by a vehicle due July 26, 2030,	\$ 26,658
Note payable to GM Financial Credit in monthly installments. of \$412.86 including interest at 6.99%, secured. by a vehicle due December 17, 2030,	\$ 24,772
	\$ 51,430

**NOTE D – CONCENTRATION OF CREDIT RISK**

The company maintains its cash in bank accounts at financial institutions. Balances, at times, may exceed the federally insured limits. The Company does not consider this to be a significant risk. Bank balances at December 31, 2024, did not exceed federally insured limits.

**NOTE E – INCOME TAXES**

Deferred Income Taxes

The Company recognized a deferred income tax asset resulting from differences in the recognition of income and expense for income tax and financial reporting purposes.

**EARN CONTRACTORS, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**YEARS ENDED DECEMBER 31, 2024**

**NOTE F – CONTRACT RECEIVABLES**

Management has reviewed accounts receivable and written off all accounts that they believe to be uncollectible. Management considers all remaining accounts receivable to be currently collectible. No allowance has been made for uncollectible accounts.

The Contract Receivables consist of the following on December 31, 2024:

	2024
Billed accounts receivable	\$ 1,597,459
Accounts receivable retainage	\$ 0
Unbilled accounts receivable	436,850
	<b>\$ 2,034,309</b>

**NOTE G – CONTRACT IN PROGRESS**

Contracts in progress consist of the following:

Total contracts Price	\$ 2,609,108
Revenue earned today	\$ 808,255
Revenue left to earn	<b>\$ 1,800,852</b>
Cost to Complete (minus)	\$ 1,440,682
Gross Profit left to earn	<b>\$ 360,170</b>
Revenue earned today	\$ 808,255
Billed up to date (minus)	\$ 392,810
+/- Net Under (Overbilling)	<b>\$ 415,446</b>
<b>FUTURE WIP CASH FLOW</b>	<b>\$ 775,616</b>

**NOTE H – PAYROLL TAXES PAYABLE**

The Company has indicated an outstanding payroll tax liability of \$406.29 due to the Federal and State agencies for this period. These liabilities were paid on January 03, 2025.

**NOTE H – SUBSEQUENT EVENTS**

Subsequent events were evaluated through January 31, 2025, which is the date the financial statements were available to be issued.

SCHEDULES OF COST OF CONTRACT REVENUE

For the years ended December 31, 2024 & 2023

	<b>2024</b>	<b>2023</b>
<b>DIRECT COSTS</b>		
Job Materials	429,783	202,626
Casual Labor	26,444	1,277
Contract Labor	1,973,588	2,204,056
Direct Payroll Cost	2,562,258	2,508,483
	\$ 4,992,073	\$ 4,916,441
 <b>INDIRECT COSTS</b>		
Car/Automobile expense	74,174	149,597
Repairs and maintenance	24,834	15,935
Insurance	181,214	215,500
Tools & Machinery	2,300	396
Waste removal	264	394
Equipment rental	26,893	34,089
	\$ 309,679	\$ 415,911

SCHEDULES OF GENERAL AND ADMINISTRATIVE EXPENSES

For the years ended December 31, 2024 & 2023

	2024	2023
Advertising and Promotions	5,582	0
Bank Service Charges	408	140
Bid & Bond Expense	0	0
Cleaning & Maintenance	6,258	4,680
Computer & Software Expenses	13,034	11,582
Contributions	3,202	1,980
Credit Card Fees	1,652	9,768
Dues & Suscriptions	2,818	2,528
Employee Benefits // Taxes	282,000	303,332
Interest Expense	12,262	8,658
Licenses and Permits	2,119	3,416
Miscellaneous	0	1,800
Office Expense	37,179	21,316
Office Supplies	18,452	9,982
Payroll Expenses	416,316	395,966
Payroll Service Fees	910	0
Postage and Delivery	1,108	1,416
Printing and Reproduction	1,059	7,393
Professional Fees	14,310	60,198
Property Taxes	0	0
Rent	77,600	89,200
Security Expense	1,135	0
Staff Training & Seminars	500	1,614
Taxes	1,755	21,443
Telephone	40,059	35,898
Travel & Meals	9,787	26,221
Uniforms & Protective Cloths	3,790	5,275
Utilities	0	0
	\$ 953,294	\$ 1,023,808

**EARN Contractors, Inc.**  
**A/R Aging Summary**  
As of December 31, 2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Baltimore County Public Schools	0.00	0.00	0.00	0.00	88,983.00	88,983.00
Baltimore County, Maryland- Painting Serv	15,441.87	0.00	0.00	0.00	1,331.20	16,773.07
Baltimore County, MD- Carpentry Services	9,915.00	0.00	3,412.50	0.00	0.00	13,327.50
Baltimore County, MD - Concrete Services	26,382.68	0.00	0.00	0.00	0.00	26,382.68
Building Resources, Inc	0.00	0.00	0.00	0.00	3,279.63	3,279.63
CITY OF GAITHERSBURG- 2022-013	9,280.00	0.00	0.00	0.00	0.00	9,280.00
CITY OF ROCKVILLE-MA9000518170107	0.00	0.00	0.00	0.00	4,812.00	4,812.00
City Of Salisbury-ITB-23-11	0.00	0.00	0.00	0.00	2,865.92	2,865.92
COLOSSAL CONTRACTORS	97,979.13	109,730.56	0.00	0.00	9,693.21	217,402.90
ELYSIUM CONSTRUCTION	0.00	0.00	0.00	0.00	4,840.00	4,840.00
Frederick County Government	0.00	0.00	2,208.00	0.00	47,037.50	49,245.50
Hamilton Pacific Chamberlain, LLC	0.00	0.00	0.00	0.00	630.00	630.00
HCPSS-018.23.B3-2023	0.00	0.00	48,850.00	0.00	0.00	48,850.00
LOUDOUN COUNTY VA	0.00	0.00	0.00	0.00	4,028.00	4,028.00
MCG GUTTER CLEANING CNTRCT#11383!	691.79	0.00	0.00	0.00	3,137.40	3,829.19
MCGC2018-MONTGOMERY CTY CARPEN1	0.00	0.00	0.00	0.00	9,419.60	9,419.60
MCPSS-4022.8-2021-2023	0.00	50,896.00	0.00	0.00	6,500.00	57,396.00
MES GRAL LABOR SERVICES #1-24-4-33-!	79,002.07	66,659.07	67,491.30	0.00	0.00	213,152.44
MNCPPC	0.00	0.00	0.00	0.00	17,117.95	17,117.95
MONT CTY SNOW AREA 4&5 CNTRCT#11!	19,558.50	0.00	0.00	0.00	0.00	19,558.50
MONT CTY SNOW PARKING FAC CNTRCT	4,086.00	0.00	0.00	0.00	0.00	4,086.00
MONTGOMERY COUNTY T&M CONTRACT	11,254.61	106,356.55	13,962.92	0.00	40,528.00	172,102.08
MONTGOMERY COUNTY,MD-1096538	0.00	0.00	0.00	0.00	150.00	150.00
MONTGOMERY CTY SEASONAL LABOR #	0.00	0.00	0.00	0.00	6,490.14	6,490.14
Morgan-Keller, Inc	0.00	0.00	0.00	0.00	4,620.00	4,620.00
PROFESSIONAL HISPANIC CONTRACTOR	291,945.00	233,436.60	26,574.20	4,011.20	0.00	555,967.00
Royal Seal Construction	0.00	0.00	0.00	0.00	3,591.84	3,591.84
Scheibel Construction	0.00	0.00	2,785.00	4,010.00	3,870.25	10,665.25
ST. MARY'S COUNTY PUBLIC SCHOOLS	0.00	0.00	0.00	0.00	17,310.00	17,310.00
Teel Construction, Inc.	0.00	0.00	0.00	475.00	0.00	475.00
Tom Rectenwald Construction, Inc	0.00	0.00	4,500.00	0.00	0.00	4,500.00
Various Customers	0.00	0.00	0.00	0.00	0.00	0.00
Venture Construction Company	0.00	0.00	0.00	0.00	2,000.50	2,000.50
Washington County Public School	0.00	0.00	0.00	0.00	4,134.00	4,134.00
Washington Suburban Sanitary Commissi	0.00	0.00	0.00	0.00	193.50	193.50
	<b>565,536.65</b>	<b>567,078.78</b>	<b>169,783.92</b>	<b>8,496.20</b>	<b>286,563.64</b>	<b>1,597,459.19</b>

EARN Contractors, Inc.  
 Job Work in Progress (WIP) Summary  
 January through December 2024

EARN CONTRACTORS INC		EARN CONTRACTORS INC												
NAME OF CONTRACTOR:		REPORT DATE: 12/31/24												
JOB DESCRIPTION	TOTAL CONTRACT PRICE	ESTIMATED TOTAL COST	ESTIMATED TOTAL PROFITS	COST TO DATE	BILLED TO DATE	PERCENT COMPLETE	PROFIT EARNED TO DATE	REVENUES EARNED TO DATE	BILLINGS IN EXCESS OF EARN. REV.	EARN. REV. IN EXCESS OF BILLINGS	COST TO COMPLETE	LEFT TO BILL	GROSS PROFIT %	FUTURE PROFIT TO EARN
Baltimore County Public Schools	\$122,983	\$98,386	\$24,597	\$28,918	\$0	29.39%	\$7,229	\$36,147	\$0	\$36,147	\$69,468	\$122,983	20.00%	\$17,367
Baltimore County, Maryland Painting	\$169,195	\$135,356	\$33,839	\$17,469	\$15,442	12.91%	\$4,367	\$21,836	\$0	\$6,394	\$117,887	\$153,753	20.00%	\$29,472
Baltimore County, Maryland Carpentry	\$139,990	\$111,992	\$27,998	\$5,579	\$9,915	4.98%	\$1,395	\$6,974	\$2,941	\$0	\$106,413	\$130,075	20.00%	\$26,603
Baltimore County, Maryland Concrete	\$254,706	\$203,765	\$50,941	\$7,864	\$26,383	3.86%	\$1,966	\$9,830	\$16,552	\$0	\$195,901	\$228,324	20.00%	\$48,975
City of Rockville	\$210,850	\$168,680	\$42,170	\$68,500	\$36,000	40.61%	\$17,125	\$85,625	\$0	\$49,625	\$100,180	\$174,850	20.00%	\$25,045
DD & B Construction	\$725,100	\$580,080	\$145,020	\$326,400	\$87,673	56.27%	\$81,600	\$408,000	\$0	\$320,327	\$253,680	\$637,427	20.00%	\$63,420
FCPS	\$135,872	\$108,697	\$27,174	\$48,994	\$0	45.07%	\$12,249	\$61,243	\$0	\$61,243	\$59,703	\$135,872	20.00%	\$14,926
Frederick County	\$304,045	\$243,236	\$60,809	\$57,723	\$0	23.73%	\$14,431	\$72,154	\$0	\$72,154	\$185,513	\$304,045	20.00%	\$46,378
Scheibel Construction	\$249,600	\$199,680	\$49,920	\$33,159	\$55,700	16.61%	\$8,290	\$41,449	\$14,252	\$0	\$166,521	\$193,900	20.00%	\$41,630
Teel Construction Inc	\$174,200	\$139,360	\$34,840	\$14,384	\$65,000	10.32%	\$3,596	\$17,980	\$47,020	\$0	\$124,976	\$109,200	20.00%	\$31,244
University of Maryland	\$94,186	\$75,348	\$18,837	\$25,253	\$77,202	33.51%	\$6,313	\$31,566	\$45,636	\$0	\$50,096	\$16,984	20.00%	\$12,524
University of Maryland, Lead Paint	\$28,382	\$22,706	\$5,676	\$12,362	\$19,495	54.44%	\$3,090	\$15,452	\$4,043	\$0	\$10,344	\$8,887	20.00%	\$2,586
<b>TOTALS</b>	<b>\$2,609,108</b>	<b>\$2,087,286</b>	<b>\$521,822</b>	<b>\$646,604</b>	<b>\$392,810</b>	<b>30.98%</b>	<b>\$161,651</b>	<b>\$808,255</b>	<b>\$130,444</b>	<b>\$545,890</b>	<b>\$1,446,682</b>	<b>\$2,216,298</b>	<b>20.00%</b>	<b>\$360,170</b>

**FUTURE WIP CASH FLOW**

TOTAL CONTRACT PRICE	\$2,609,108
REVENUE EARNED TO DATE	\$808,255
REVENUE LEFT TO EARN	\$1,800,852
COST TO COMPLETE	\$1,440,682
GROSS PROFIT LEFT TO EARN	\$360,170
+/- NET UNDER/(OVER)BILLINGS	\$415,446
<b>FUTURE WIP CASH FLOW</b>	<b>\$775,616</b>

**VENEGAS & ASSOCIATES**  
CERTIFIED PUBLIC ACCOUNTANTS  
MEMBERS, AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

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**EARN CONTRACTORS, INC.**

FINANCIAL STATEMENTS AND SUPPLEMENTAL  
INFORMATION YEAR ENDED  
DECEMBER 31, 2023

**VENEGAS & ASSOCIATES**  
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TABLE OF CONTENTS

INDEPENDENTS ACCOUNTANTS' REPORT .....	1
FINANCIAL STATEMENTS	
Balance Sheet .....	2-3
Statement of Income and Retained Earnings .....	4
Statements of Cash Flows .....	5
Notes to Financial Statements .....	6-9
SUPPLEMENTARY FINANCIAL INFORMATION	
Schedule of Cost of Contract Revenue .....	10
Schedule of General and Administrative Expenses .....	11
Aging Accounts Receivable .....	12
Working in Process .....	13

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Shareholders and Management  
Earn Contractors, Inc.  
442 East Diamond Avenue  
Gaithersburg, MD 20887

We have reviewed the accompanying balance sheet of Earn Contractors, Inc. as of December 31, 2023, and 2022, the related statements of operations and retained earnings, and cash flows for the twelve months then ended in accordance with Statements on Standards for accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of Earn Contractors, Inc.

A review consists principally of the inquiries of company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, do not express such an opinion or any other form of assurance on them.

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements for them to be in conformity with accounting principles generally accepted in the United States of America.

The information included on page 8-9 is presented only for supplementary information purposes. Such information has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, and we are not aware of any material modifications that should be made thereto.

Sincerely,

  
Max Venegas, CPA

**EARN CONTRACTORS INC.**  
**BALANCE SHEET**  
December 31, 2023

ASSETS	2023	2022
<b>Current Assets</b>		
Checking/Savings	17,011	36,902
Contracts receivable	1,863,016	1,209,330
Unbilled Accounts Receivable	202,709	445,571
Due from Employees	0	0
Excess Cost not assigned to Jobs	205,157	150,803
Due from Officers	402,031	472,939
<b>Total Assets</b>	2,689,925	2,315,545
 <b>Fixed Assets</b>		
Property Plan & Equipment, at cost		
Transportation Equipment	689,982	689,982
Office Furniture & Fixtures	17,070	17,070
Computer Equipment	44,181	44,181
Equipment & Tools	318,796	318,796
Total Property Plan & Equipment	1,070,029	1,070,029
Less accumulated depreciation	(970,987)	(921,039)
<b>Total Fixed Assets</b>	99,042	148,990
 <b>Other Assets</b>		
Investment Navarro Management	97,450	97,450
<b>Total Other Assets</b>	97,450	97,450
 <b>TOTAL ASSETS</b>	<b>\$ 2,886,416</b>	<b>\$ 2,561,985</b>

**EARN CONTRACTORS INC.****BALANCE SHEET**

December 31, 2023

**LIABILITIES & EQUITY**

<b>Liabilities</b>		
<b>Current Liabilities</b>		
Accounts Payable	0	435
Credit Cards	62,886	50,165
Payroll Liabilities	44,784	35,490
<b>Total Current Liabilities</b>	<u>107,670</u>	<u>86,090</u>
<b>Long Term Liabilities</b>		
Long-term debt, net of current portion	0	25,655
<b>Total Long Term Liabilities</b>	<u>0</u>	<u>25,655</u>
<b>Total Liabilities</b>	107,670	111,745

**COMMITMENTS AND CONTINGENCIES****STOCKHOLDERS' EQUITY**

Common stoc, \$1 par value, 1,000 shares authorized, 1,000 shares issued and outstanding	1,000	1,000
Additional Paid in Capital	2,000	2,000
Previos Year Equity Adjustment - 2022	0	0
Old Receivable Uncollectable		
Retained Earnings	2,775,746	2,447,240
<b>Total stockholders' equity</b>	<u>2,778,746</u>	<u>2,450,240</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u>\$ 2,886,416</u>	<u>\$ 2,561,985</u>

"See accompanying notes and independent accountants' review report"

**EARN CONTRACTORS INC.**  
**STATEMENT OF INCOME AND RETAINED EARNINGS**

For the year ended December 31, 2023

Ordinary Income/Expense	<u>2023</u>	<u>2022</u>
CONTRACT REVENUE	6,413,011	6,404,211
COST OF CONTRACT REVENUE		
Direct costs	4,916,441	4,966,770
Indirect costs	<u>415,911</u>	<u>367,899</u>
Total 5000 · Cost of Good Sold	<u>5,332,353</u>	<u>5,334,669</u>
	<u>5,332,353</u>	<u>5,334,669</u>
Gross Profit	1,080,658	1,069,542
GENERAL AND ADMINISTARTIVE		
EXPENSES	<u>1,023,808</u>	<u>986,939</u>
Net Operating income	56,850	82,603
OTHER INCOME		
Other Income	0	26,667
Other Income - Employee Retention Credit	604,089	0
Gain on Asset Transfer	0	8,000
Interest Income	<u>0</u>	<u>1</u>
Total Other Income	<u>604,089</u>	<u>34,667</u>
OTHER EXPENSE		
Depreciation Expense	49,948	76,572
Bad Debts - Old Receivable	0	321,826
Non Deductible Expenses	0	0
Allowances Bad Debts	0	0
Fines & Penalties	<u>240</u>	<u>1,118</u>
Total Other Expense	50,188	399,516
NET INCOME	\$ 610,751	\$ (282,245)
RETAINED EARNINGS, Beginning of the year	2,164,995	2,447,240
RETAINED EARNINGS,End of the year	<u>\$ 2,775,746</u>	<u>\$2,164,995</u>

"See accompanying notes and independent accountants' review report"

**EARN CONTRACTORS, INC.**  
**STATEMENT OF CASH FLOWS**  
For the year ended December 31, 2023

Jan - Dec 23

<b>OPERATING ACTIVITIES</b>	610,751
Net Income	
Adjustments to reconcile Net Income to net cash provided by operations:	
1200 · Accounts Receivable	(653,686)
1210 · Unbilled Accounts Receivable	(6,275)
1212 · Excess Cost - Not Assigned to Jobs	54,354
1300 · Employee Advance	0
1350 · Loan to Officers	(70,908)
1360 · Prepaid Expenses	0
2000 · Accounts Payable	(435)
2050 · Credit Cards	12,721
2100 · Payroll Liabilities	9,294
2100 · Payroll Liabilities - Child Support	0
2205 · Loan Payable Lafayette	0
	(44,184)
<b>Net cash provided by Operating Activities</b>	
 <b>INVESTING ACTIVITIES</b>	
1500 · Property Plan & Equipment:1510 · Vehicles & Trucks	0
1599 · A/D Property Plan & Equipment	49,948
	49,948
<b>Net cash provided by Investing Activities</b>	
 <b>FINANCING ACTIVITIES</b>	
2400 · Note Payables Vehicles	(25,655)
2400 · Note Payables Kibota	0
3999 · Bad Debts - Retained Earning	0
	(25,655)
<b>Net cash provided by Financing Activities</b>	
 <b>Net cash increase for period</b>	(19,891)
 <b>Cash at beginning of period</b>	36,902
 <b>Cash at end of period</b>	17,011

**EARN CONTRACTORS, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**TWELVE MONTHS ENDED DECEMBER 31, 2023**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Nature of Business

The company was incorporated on March 05, 2005, as a close corporation in Maryland. The company is in the business of construction providing painting and drywall services of government and commercial buildings and residential projects. The Company has two (2) stockholders with 75% for Rafael S. Navarro and 25% for Vera Navarro ownership, respectively.

Revenue Recognition

The company recognizes revenues by the completed-contract method. This method is used because the typical contract is largely completed in one to two months. In 2023 the company derived approximately 80% of its revenue from three major customers (i.e., Montgomery County Snow 2023-2022, MC Maryland Seasonal and MDOT-SHA), while in 2022 the company derived revenues from multiple customers 20%.

Contract costs include all direct material, labor costs, and other direct costs related to contract performance. Overhead and general and administrative costs are charged to expense as incurred.

Revenue and the related costs on short-term projects (projects begun and completed in the same accounting period) are recognized as the services are performed.

Revenue on time-and-material contracts is recognized based upon time (at established rates) and other direct costs incurred. Revenue recognized on contracts more than related billings is reflected as unbilled receivables.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual amounts could differ from these estimates.

Cash and Cash Equivalents

Cash and Cash equivalents consist of cash deposit with financial institutions and similar readily liquid assets and investments with initial maturities of three months or less.

**EARN CONTRACTORS, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**YEARS ENDED DECEMBER 31, 2023**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Property and Equipment

Property and equipment are stated at cost. Expenditures for maintenance, small items, and minor repairs are expenses as incurred. Depreciation for financial purposes is calculated on the straight-line method and is provided consistently based on the asset's estimated useful life. Depreciation expense for 2023 was \$49,948 and \$76,572 for 2022.

Income Taxes

The company reports profits and losses for income tax purposes on the cash method of accounting. For financial statement reporting, income taxes are accounted for under liability method. Under this method, deferred tax assets and liabilities are recognized for operating loss carry forwards, and the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and respective tax bases. A valuation allowance may be recorded to reduce the carrying amounts of deferred tax assets if there is uncertainty regarding their realization.

Accounts Receivable

The account receivable balance is presented net of the allowance for doubtful accounts. Bad debts are provided on the reserve method based on historical experience and management's evaluation of the outstanding receivable at the end of the year. Accounts receivable on December 31, 2023, were \$1,863,016. Based on management's review, The allowance for doubtful accounts deducted in 2023 was \$0.00, which is uncollectible.

Advertising Costs

The company expenses advertising costs when incurred. The advertising expense was \$.00 for the year ended December 31, 2023.

**NOTE B – LEASE COMMITMENTS**

The Company signed a five-year lease agreement renewal on April 2021 for approximately 3,500 square feet of office space and parking at 442 & 428 East Diamond Avenue, Gaithersburg, MD 20887. The initial monthly rent was \$7,225. The total rent paid in 2023 was \$89,200.

**EARN CONTRACTORS, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**YEARS ENDED DECEMBER 31, 2022**

**NOTE C – LONG TERM DEBT-NOTES**

The Company has various notes payable to banks, payable in monthly installments ranging from \$778 to \$863, which include interest ranging from 2.07% to 5.99%, collateralized by automobiles and Equipment. Long term debt at December 31, 2023 consist of the following:

	<u>2023</u>
Note payable to BMW Credit in monthly installments. of \$1,639.44 including interest at 2.99%, secured. by a vehicle due October 06, 2026,	\$ 0
	\$ 0

**NOTE D – CONCENTRATION OF CREDIT RISK**

The company maintains its cash in bank accounts at financial institutions. Balances, at times, may exceed the federally insured limits. The Company does not consider this to be a significant risk. Bank balances at December 31, 2023 did not exceed federally insured limits.

**NOTE E – INCOME TAXES**

Deferred Income Taxes

The Company recognized a deferred income tax asset resulting from differences in the recognition of income and expense for income tax and financial reporting purposes.

**EARN CONTRACTORS, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**YEARS ENDED DECEMBER 31, 2022**

**NOTE F – CONTRACT RECEIVABLES**

Management has reviewed accounts receivable and written off all accounts that they believe to be uncollectible. Management considers all remaining accounts receivable to be currently collectible. No allowance has been made for uncollectible accounts.

The Contract Receivables consist of the following on December 31, 2023:

	2023
Billed accounts receivable	\$ 1,863,016
Accounts receivable retainage	\$ 0
Unbilled accounts receivable	202,709
	\$ 2,065,725

**NOTE G – CONTRACT IN PROGRESS**

Contracts in progress consist of the following:

Total contracts Price	\$ 2,299,453
Revenue earned today	\$ 224,524
Revenue left to earn	\$ 2,074,929
Cost To complete	\$ 1,659,943
G.P Left to Earn	\$ 414,986
+/- Net Under (Overbilling)	\$ (202,709)
Future WIP Cash Flow	\$ 212,277

**NOTE H – PAYROLL TAXES PAYABLE**

The Company has indicated an outstanding payroll tax liability of \$44,784 due to the Federal and State agencies for this period. These liabilities were paid on January 05, 2024.

**NOTE H – SUBSEQUENT EVENTS**

Subsequent events were evaluated through January 31, 2024, which is the date the financial statements were available to be issued.

SCHEDULES OF COST OF CONTRACT REVENUE

For the years ended December 31, 2023 & 2022

	2023	2022
<b>DIRECT COSTS</b>		
Job Materials	202,626	341,313
Casual Labor	1,277	5,681
Contract Labor	2,204,056	2,214,412
Direct Payroll Cost	2,508,483	2,405,364
	\$ 4,916,441	\$ 4,966,770
 <b>INDIRECT COSTS</b>		
Car/Automobile expense	149,597	115,764
Repairs and maintenance	15,935	14,712
Insurance	215,500	200,616
Tools & Machinery	396	1,385
Waste removal	394	315
Equipment rental	34,089	35,106
	\$ 415,911	\$ 367,899

SCHEDULES OF GENERAL AND ADMINISTRATIVE EXPENSES

For the years ended December 31, 2023 & 2022

	2023	2022
Advertising and Promotions	0	4,895
Bank Service Charges	140	99
Bid & Bond Expense	0	0
Cleaning & Maintenance	4,680	2,970
Computer & Software Expenses	11,582	18,127
Contributions	1,980	875
Credit Card Fees	9,768	10,525
Dues & Suscriptions	2,528	3,182
Employee Benefits // Taxes	303,332	293,934
Interest Expense	8,658	9,954
Licenses and Permits	3,416	3,347
Miscellaneous	1,800	0
Office Expense	21,316	17,434
Office Supplies	9,982	9,310
Payroll Expenses	395,966	447,274
Payroll Service Fees	0	859
Postage and Delivery	1,416	739
Printing and Reproduction	7,393	262
Professional Fees	60,198	13,458
Property Taxes	0	3,442
Rent	89,200	91,450
Security Expense	0	0
Staff Training & Seminars	1,614	1,170
Taxes	21,443	0
Telephone	35,898	36,897
Travel & Meals	26,221	14,460
Uniforms & Protective Cloths	5,275	2,274
Utilities	0	0
	\$ 1,023,808	\$ 986,939

**EARN Contractors, Inc.**  
**A/R Aging Summary**  
As of December 31, 2023

	Current	01-30	31 - 60	61 - 90	> 90	TOTAL
AACC-2023- Contract No. C2023-04_P	0.0	0.0	0.0	0.0	5,864.0	5,864.0
Baltimore County, Maryland- Painting Serv	0.0	0.0	0.0	0.0	1,331.2	1,331.2
Baltimore County,MD - Concrete Services	0.0	0.0	0.0	0.0	7,106.4	7,106.4
Building Resources, Inc	0.0	0.0	0.0	0.0	3,279.6	3,279.6
City of Bowie	22,630.0	0.0	0.0	0.0	0.0	22,630.0
CITY OF ROCKVILLE-MA9000518170107	0.0	0.0	0.0	0.0	942.0	942.0
City Of Salisbury-ITB-23-11	57,318.3	0.0	0.0	0.0	0.0	57,318.3
COLOSSAL CONTRACTORS	0.0	80,968.1	0.0	0.0	7,990.5	88,958.6
ELYSIUM CONSTRUCTION	0.0	0.0	0.0	0.0	4,840.0	4,840.0
Hamilton Pacific Chamberlain, LLC	0.0	0.0	0.0	0.0	630.0	630.0
HCPSS-018.23.B3-2023	28,570.0	20,255.0	0.0	0.0	0.0	48,825.0
LOUDOUN COUNTY VA	51,978.0	0.0	0.0	0.0	0.0	51,978.0
Maryland Enviromental Services-GC	0.0	0.0	14,900.0	0.0	0.0	14,900.0
Maryland Environmental Services -118434!	51,628.7	58,081.7	28,037.6	27,674.2	0.0	165,422.1
MCG GUTTER CLEANING CNTRCT#11383!	996.0	0.0	448.2	0.0	0.0	1,444.2
MCGC2018-MONTGOMERY COUNTY CARI	0.0	0.0	0.0	0.0	9,419.6	9,419.6
MCPSS-4022.8-2021-2023	0.0	0.0	0.0	0.0	6,500.0	6,500.0
MONT CTY SNOW AREA 4&5 CNTRCT#11:	0.0	3,000.0	0.0	0.0	0.0	3,000.0
MONTGOMERY COUNTY T&M CONTRACT	61,328.8	3,388.3	100,348.0	32,500.0	20,792.3	218,357.5
MONTGOMERY COUNTY,MD-1096538	0.0	0.0	0.0	0.0	150.0	150.0
MONTGOMERY CTY SEASONAL LABOR #	535,737.5	549,224.1	12,689.6	5,202.7	7,266.4	1,110,120.2
Morgan-Keller, Inc	0.0	0.0	0.0	0.0	4,620.0	4,620.0
Royal Seal Construction	0.0	0.0	0.0	0.0	3,591.8	3,591.8
ST. MARY'S COUNTY PUBLIC SCHOOLS	0.0	6,090.0	0.0	0.0	11,220.0	17,310.0
UNIVERSITY OF MARYLAND -12623/New 2	10,150.0	0.0	0.0	0.0	0.0	10,150.0
Various Customers	0.0	0.0	0.0	0.0	0.0	0.0
Washington County Public School	0.0	0.0	0.0	0.0	4,134.0	4,134.0
Washington Suburban Sanitary Commissi	0.0	0.0	0.0	0.0	193.5	193.5
	<b>820,337.3</b>	<b>721,007.2</b>	<b>156,423.4</b>	<b>65,376.9</b>	<b>99,871.4</b>	<b>1,863,016.2</b>

EARN Contractors, Inc.  
 Job Work in Progress (WIP) Summary  
 January through December 2023

NAME OF CONTRACTOR: EARN CONTRACTORS INC REPORT DATE: 12/31/23		TOTAL CONTRACT PRICE	ESTIMATED TOTAL COST	ESTIMATED TOTAL PROFITS	COST TO DATE	BILLED TO DATE	PERCENT COMPLETE	PROFIT EARNED TO DATE	REVENUES EARNED TO DATE	BILLINGS IN EXCESS EARN. REV.	EARN. REV. IN EXCESS BILLINGS	COST TO COMPLETE	LEFT TO BILL	GROSS PROFIT %	FUTURE PROFIT TO EARN
Building Resources, Inc		\$123,887	\$99,110	\$24,777	\$40,626	\$61,438	40.99%	\$10,157	\$50,783	\$10,656	\$0	\$58,484	\$62,449	20.00%	\$14,621
Frederick County Government		\$220,566	\$176,453	\$44,113	\$28,447	\$54,560	16.12%	\$7,112	\$35,559	\$19,001	\$0	\$148,006	\$166,006	20.00%	\$37,001
Infinity Building Services, Inc.		\$492,045	\$393,636	\$98,409	\$6,998	\$17,000	1.78%	\$1,750	\$8,748	\$8,253	\$0	\$386,638	\$475,045	20.00%	\$96,660
LOUDOUN COUNTY VA		\$334,320	\$267,456	\$66,864	\$37,612	\$142,274	14.06%	\$9,403	\$47,015	\$95,259	\$0	\$229,844	\$192,046	20.00%	\$57,461
ST. MARY'S COUNTY PUBLIC SCHOOLS		\$407,028	\$325,622	\$81,406	\$30,796	\$66,903	9.46%	\$7,699	\$38,495	\$28,408	\$0	\$294,826	\$340,125	20.00%	\$73,707
Teel Construction, Inc.		\$610,695	\$488,556	\$122,139	\$1,958	\$0	0.40%	\$490	\$2,448	\$0	\$2,448	\$486,598	\$610,695	20.00%	\$121,650
UNIVERSITY OF MARYLAND -12623/New 2023		\$74,492	\$59,594	\$14,898	\$26,356	\$50,092	44.23%	\$6,589	\$32,945	\$17,147	\$0	\$33,238	\$24,400	20.00%	\$8,309
University Of MD- Lead Paint 12560-2022		\$36,420	\$29,136	\$7,284	\$6,826	\$34,966	23.43%	\$1,707	\$8,533	\$26,434	\$0	\$22,310	\$1,454	20.00%	\$5,578
		\$0	\$0	\$0	\$0	\$0	0.00%	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	\$0
<b>TOTALS</b>		<b>\$2,299,453</b>	<b>\$1,839,562</b>	<b>\$459,891</b>	<b>\$179,619</b>	<b>\$427,233</b>	<b>9.76%</b>	<b>\$44,905</b>	<b>\$224,524</b>	<b>\$205,157</b>	<b>\$2,448</b>	<b>\$1,859,943</b>	<b>\$1,872,220</b>	<b>20.00%</b>	<b>\$414,986</b>

<b>FUTURE WIP CASH FLOW</b>	
TOTAL CONTRACT PRICE	#####
REVENUE EARNED TO DATE	\$224,524
REVENUE LEFT TO EARN	#####
COST TO COMPLETE	#####
G.P. LEFT TO EARN	\$414,986
+/- NET UNDER/(OVER)BILLINGS	(\$202,709)
<b>FUTURE WIP CASH FLOW</b>	<u>\$212,277</u>

"See accompanying notes and independent accountants' review report"

**STATE OF MARYLAND**  
**Department of Assessments and Taxation**

---

I, BOB YEAGER OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT E.A.R.N CONTRACTORS, INC. (D10718062), INCORPORATED APRIL 29, 2005, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS APRIL 07, 2026.



Bob Yeager  
Director



*700 East Pratt Street, 2nd Flr, Ste 2700, Baltimore, Maryland 21202*  
*Telephone Baltimore Metro (410) 767-1344 / Outside Baltimore Metro (888) 246-5941*  
*MRS (Maryland Relay Service) (800) 735-2258 TT/Voice*

Online Certificate Authentication Code: ekBOWtkXG02baGEzRTvK1w  
To verify the Authentication Code, visit <http://dat.maryland.gov/verify>



## Company History and Profile

Earn Contractors, Inc. was founded by its current officers on March 15, 2005, under the Laws of the State of Maryland. The Company is a corporation. Based at 442 East Diamond Avenue Gaithersburg, Maryland 20877

The company specializes in general Contracting services including:

- Temporary Laborers
- Janitorial Services
- Landscaping Services
- Painting Services
- Wallpaper Installation Services
- Carpentry Services
- Flooring Installation
- Masonry and Concrete Repairs
- Electrical System Services
- Drywall
- Plumbing Services
- Power Washing
- Snow Removal Services

Earn Contractors, Inc., has demonstrated the ability to perform efficiently and in a timely manner, without compromising the quality of our services and especially our customers' needs. Our mission is to provide the best possible service at the most competitive prices.

The Company's Management structure is traditional and simple, yet we have managed to make it a powerful tool, to control everything from estimates to final inspections, Including budgeting and quality control.

The Company is presided by its President, that oversees the project overall. The Vice President of operation is in charge of the project management in both Technical and administrative Concerns. Earn Contractors have grown steadily in the last two years. We have committed ourselves to larger and more complex contracts in the past months.



**Contractors, INC.**

Phone: 301-740-3880

Fax: 301-740-3881

E-mail: [info@earncontractors.com](mailto:info@earncontractors.com)

April 16, 2026

City of Rockville  
Procurement Department  
111 Maryland Avenue, 1<sup>st</sup> Floor  
Rockville, Maryland 20850

Re: IFB # 24-26 Temporary Labor Services.

### **Capability Statement**

#### **Firm Overview:**

Earn Contractors, Inc has been in business for 19 years. The company has been performing similar projects in scope of work as detailed Solicitation Number: IFB # 24-26 Temporary Labor Services.

Earn Contractors, Inc., has demonstrated the ability to perform efficiently and in a timely manner, without compromising the quality of our services and especially our customers'.  
need. Our mission is to provide the best possible service at the most complete prices.

The company's management structure is traditional and simple, yet we have managed to make it a powerful tool, to control everything from estimates to final inspections, including budgeting and quality control.

The company is presided by its president, that oversees the project overall. The vice president of operations is in charge on the project management in both technical and administrative concerns.

The company was incorporated in the state of Maryland on March 15, 2005.

Earn Contractors, Inc., has grown steadily in the last 5 years, and we have committed ourselves to larger and more complex contracts in the past months.

90 Gaithersburg



# State of Maryland License

15347533  
15044310  
12304897

# 25

EARN CONTRACTORS INC  
442 EAST DIAMOND AVE  
GAITHERSBURG MD 20877

EARN CONTRACTORS INC  
442 EAST DIAMOND AVE  
GAITHERSBURG MD 20877

CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
77	015	CONSTRUCTION FIRM (NOT FOR HOME IMPROVEMENT)	1	15.00

DATE OF ISSUE  
MO DAY YR  
04/01/2025

MONTHS PAID  
12

*Karen A. Bushell*

THIS LICENSE MUST BE PUBLICLY DISPLAYED  
AND EXPIRES ON **APRIL 30, 2026**

ISSUING FEES	2.00
TOTAL	17.00

ISSUED BY  
KAREN A. BUSHELL, CLERK OF CIRCUIT COURT  
50 MARYLAND AVENUE, ROOM 1300  
ROCKVILLE, MARYLAND 20850 (240)777-9460

AMOUNT PAID  
17.00

FGA



Office of Minority Business Enterprise

Governor Wes Moore

Lt. Governor Aruna Miller

Special Secretary Y. Maria Martinez

December 5, 2025

RAFAEL NAVARRO  
E.A.R.N CONTRACTORS, INC.,  
442 EAST DIAMOND AVENUE  
GAITHERSBURG, MD 20877

Re: ANNUAL REVIEW

Dear RAFAEL NAVARRO  
(Cert # 09-741):

We are pleased to inform you that your company is eligible to continue participation in the programs and services listed on the last page.

Your current certification status can be found on the Maryland Department of Transportation's (MDOT) Directory of certified firms available online at <https://marylandmbe.mdbecert.com/>. MDOT's online Directory is the official record of your firm's certification status. It is important that you review the accuracy of your listing in the Directory.

If you wish to expand the area(s) of work for which your firm is currently certified, you may request an expansion of services. Please submit your application using the online portal.

You may access the OMBE secure portal by logging into <https://marylandmbe.mdbecert.com/>, and selecting "**Apply for Certification / Submit Annual Review / Submit a Change**", under the Business Applicant Certification section. In the Annual Review section use "Login" to enter your Username and Password, or "Lookup Account" or if this is your first time accessing the system. Please note that your Username is your email address.

For those unable to scan documentation, a fax option is available. The fax number is listed on the printable fax cover sheet in the document list section within the application.

*Your firm must complete the annual review to maintain its certification. The OMBE will provide notification when it is time to begin the next annual review. If you have any questions regarding your certification status please contact the OMBE at 410-865-1269 or 1-800-544-6056.*

It is important that you check your Directory listing and contact the OMBE at 410-865-1269 regarding corrections or changes. You must inform OMBE of any change in circumstances affecting the firm's ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in the application within 30 days of the occurrence of the change. View your listing at <https://marylandmbe.mdbecert.com/>.

In order to receive notices of solicitations posted by state agencies as well as county and local government procurement buyers, you must register as a vendor on Maryland's online procurement portal, *eMaryland Marketplace Advantage (eMMA)*. Visit [www.procurement.maryland.gov](http://www.procurement.maryland.gov) to learn more.

The Governor's Office of Small, Minority & Women Business Affairs has oversight of the State's Minority Business Enterprise (MBE) Program. As a coordinating office under Governor Wes Moore, they connect small businesses to greater economic opportunities. Visit their website at [www.goMDsmallbiz.maryland.gov](http://www.goMDsmallbiz.maryland.gov) for information on business development and training events, and to access a wide range of small business resources.

Sincerely,

A handwritten signature in black ink, appearing to be "JM" or similar initials, written in a cursive style.

Maria Martinez, Special Secretary  
Governor's Office of Small Minority & Women Business Affairs

RAFAEL NAVARRO  
E.A.R.N CONTRACTORS, INC.,  
442 EAST DIAMOND AVENUE  
GAITHERSBURG, MD 20877

CERTIFICATION NUMBER: 09-741

PROGRAMS AND SERVICES LIST

Your firm is currently certified in the below programs and services. If you have any questions or concerns regarding the below information please contact the Maryland Department of Transportation's Office of Minority Business Enterprise at 410-865-1269 or 1-800-544-6056.

NAICS 236118 - MBE/SBE: RESIDENTIAL REMODELERS

NAICS 238110 - MBE/SBE: POURED CONCRETE FOUNDATION AND STRUCTURE CONTRACTORS

NAICS 238140 - MBE/SBE: MASONRY CONTRACTORS

NAICS 238310 - MBE/SBE: DRYWALL AND INSULATION CONTRACTORS

NAICS 238320 - MBE/SBE: PAINTING AND WALL COVERING CONTRACTORS (INCLUDING PARKING LOT LINE PAINTING)

NAICS 238350 - MBE/SBE: FINISH CARPENTRY CONTRACTORS

NAICS 238390 - MBE/SBE: OTHER BUILDING FINISHING CONTRACTORS (SPECIFICALLY: CAULKING, I.E., WATERPROOFING CONTRACTORS)

NAICS 484220 - MBE/SBE: SPECIALIZED FREIGHT (EXCEPT USED GOODS) TRUCKING, LOCAL (SPECIFICALLY: SNOW REMOVAL)

NAICS 488490 - MBE/SBE: OTHER SUPPORT ACTIVITIES FOR ROAD TRANSPORTATION (SPECIFICALLY: SNOW REMOVAL, HIGHWAY; STREET CLEANING SERVICE)

NAICS 561720 - MBE/SBE: JANITORIAL SERVICES (SPECIFICALLY: BUILDING CLEANING SERVICES, INTERIOR; BUILDING CLEANING SERVICES, JANITORIAL, CLEANING HOMES, CLEANING OFFICES, CLEANING SHOPPING CENTER, AND CUSTODIAL SERVICES)

NAICS 561730 - MBE/SBE: LANDSCAPING SERVICES (SPECIFICALLY: CEMETERY PLOT CARE SERVICES; GARDEN MAINTENANCE SERVICES; LANDSCAPE CARE AND MAINTENANCE SERVICES; LANDSCAPE CONTRACTORS EXCEPT CONSTRUCTION; LANDSCAPE INSTALLATION SERVICES; LANDSCAPE CARE SERVICES; LAWN FERTILIZING, MOWING, SEEDING AND SPRAYING)

NAICS 561790 - MBE/SBE: OTHER SERVICES TO BUILDINGS AND DWELLINGS (SPECIFICALLY: BUILDING EXTERIOR CLEANING SERVICES; POWER WASHING BUILDING EXTERIORS; PRESSURE WASHING; SNOW PLOWING DRIVEWAYS AND PARKING LOTS; STEAM CLEANING BUILDING EXTERIORS; SWIMMING POOL CLEANING AND MAINTENANCE SERVICES; AND VENTILATION DUCT CLEANING SERVICES)

NAICS 561990 - MBE/SBE: ALL OTHER SUPPORT SERVICES (SPECIFICALLY: FLAGGING I.E., TRAFFIC CONTROL SERVICES; ALL OTHER SUPPORT SERVICES)

NAICS 562111 - MBE/SBE: SOLID WASTE COLLECTION (NON-HAZARDOUS HIGHWAY TRASH CLEAN UP)

NAICS 562910 - MBE/SBE: REMEDIATION SERVICES (SPECIFICALLY: LEAD ABATEMENT)

NAICS 811310 - MBE/SBE: COMMERCIAL AND INDUSTRIAL MACHINERY AND EQUIPMENT (EXCEPT AUTOMOTIVE AND ELECTRONIC) REPAIR AND MAINTENANCE (SPECIFICALLY: BLADE SHARPENING, COMMERCIAL AND INDUSTRIAL MACHINERY AND EQUIPMENT; CONSTRUCTION MACHINERY AND EQUIPMENT REPAIR AND MAINTENANCE SERVICES; ENGINE REPAIR EXCEPT AUTOMOTIVE, SMALL ENGINE; HEAVY MACHINERY AND EQUIPMENT REPAIR AND MAINTENANCE; MACHINE TOOLS REPAIR AND MAINTENANCE SERVICES; AND MOTOR REPAIR AND MAINTENANCE SERVICES, COMMERCIAL OR INDUSTRIAL)

# PRINCE GEORGE'S COUNTY GOVERNMENT

## Office of Procurement



Aisha N. Braveboy  
County Executive



October 21, 2025

RAFAEL NAVARRO  
E.A.R.N Contractors, Inc.,  
442 EAST DIAMOND AVENUE  
GAITHERSBURG, MD 20877

Re: E.A.R.N Contractors, Inc.,  
October 17, 2026  
Minority Business Enterprise (MBE)  
Certification No: MBE-25-18406

Dear MR. RAFAEL NAVARRO:

Congratulations, this letter is to inform you that the Supplier Development & Diversity Division (SDDD) has determined that your firm qualifies to participate in the Prince George's County Certification Program. Please note that your firm's Minority Business Enterprise (MBE) is based on the company's eligibility criteria established with Prince George's County Government. **As a reminder, your firm's Minority Business Enterprise (MBE) certification expires on October 17, 2026, upon which you will need to recertify at the end of that period.**

Your certification applies only to the specific Industry code(s) and/or areas of expertise as approved by SDDD.

### **NAICS: Specialty Description**

NAICS 236118: RESIDENTIAL REMODELERS  
NAICS 238110: POURED CONCRETE FOUNDATION AND STRUCTURE CONTRACTORS  
NAICS 238140: MASONRY CONTRACTORS  
NAICS 238310: DRYWALL AND INSULATION CONTRACTORS  
NAICS 238320: PAINTING AND WALL COVERING CONTRACTORS  
NAICS 238350: FINISH CARPENTRY CONTRACTORS  
NAICS 238390: OTHER BUILDING FINISHING CONTRACTORS  
NAICS 484220: SPECIALIZED FREIGHT (EXCEPT USED GOODS) TRUCKING, LOCAL  
NAICS 488490: OTHER SUPPORT ACTIVITIES FOR ROAD TRANSPORTATION  
NAICS 561720: JANITORIAL SERVICES  
NAICS 561730: LANDSCAPING SERVICES  
NAICS 561790: OTHER SERVICES TO BUILDINGS AND DWELLINGS  
NAICS 561990: ALL OTHER SUPPORT SERVICES  
NAICS 562111: SOLID WASTE COLLECTION  
NAICS 562910: REMEDIATION SERVICES  
NAICS 811310: COMMERCIAL AND INDUSTRIAL MACHINERY AND EQUIPMENT (EXCEPT AUTOMOTIVE AND ELECTRONIC) REPAIR AND MAINTENANCE

To increase your firm's opportunity to obtain a County contract, your company should actively participate in the bidding process. Visit the [Strategic Purchasing & Efficient Evaluation Domain \(SPEED\)](#) for more information on procurement opportunities.

If you have any questions regarding your certification, you may contact the Supplier Development & Diversity Division

at 301-883-6410 or [JZielinski@co.pg.md.us](mailto:JZielinski@co.pg.md.us).

Thank you for participating in the Prince George's County Certification Program. We are Proud to Serve!

Sincerely,

*Alice Williams*

Alice Williams  
Director & Purchasing Agent  
Office of Procurement

**Prince George's County Government**

1400 McCormick Drive

Largo, Maryland 20774

Email: [mypgc@diversitycompliance.com](mailto:mypgc@diversitycompliance.com)

<https://mypgc.diversitycompliance.com/>

08/21/2025

6,494,774

MARYLAND HOME IMPROVEMENT COMMISSION

08 05 125472  
MESSAGE(S):

EARN CONTRACTORS INC

6051 08-20-2025



LICENSE \* REGISTRATION \* CERTIFICATION \* PERMIT

STATE OF MARYLAND

MARYLAND DEPARTMENT OF LABOR

MARYLAND HOME IMPROVEMENT COMMISSION

CERTIFIES THAT:

EARN CONTRACTORS INC

EARN CONTRACTORS INC

442 EAST DIAMOND AVENUE  
GAITHERSBURG MD 20887

IS AN AUTHORIZED: 05 - CONTRACTOR/SALESMAN (CORP/PART)

LIC/REG/CERT  
125472

EXPIRATION  
10-19-2027

EFFECTIVE  
N/A

CONTROL NO  
6494774

Secretary

Signature of Bearer

WHERE REQUIRED BY LAW THIS MUST BE CONSPICUOUSLY DISPLAYED IN OFFICE TO WHICH IT APPLIES

08 05 125472

6,494,774

08 05 125472  
MARYLAND HOME IMPROVEMENT COMMISSION  
100 S. CHARLES STREET  
BALTIMORE, MD 21201

EARN CONTRACTORS INC  
EARN CONTRACTORS INC  
442 EAST DIAMOND AVENUE  
GAITHERSBURG MD 20887

		LICENSE * REGISTRATION * CERTIFICATION * PERMIT STATE OF MARYLAND MARYLAND DEPARTMENT OF LABOR		Wes Moore Governor Aruna Miller Lt. Governor Portia Wu Secretary
MARYLAND HOME IMPROVEMENT COMMISSION CERTIFIES THAT: EARN CONTRACTORS INC				
IS AN AUTHORIZED: 05 - CONTRACTOR/SALESMAN (CORP/PART)				
LIC/REG/CERT	EXPIRATION	EFFECTIVE	CONTROL NO	
125472	10-19-2027	N/A	6494774	
Signature of Bearer			Secretary	

08/21/2025

6,494,734

MARYLAND HOME IMPROVEMENT COMMISSION

08 01 93130 RAFAEL NAVARRO

6051 08-20-2025

MESSAGE(S):

LET'S MAKE ALL KIDS LEAD-FREE KIDS. CONTRACTORS MUST BE LEAD-SAFE CERTIFIED. FOR MORE INFORMATION ABOUT LEAD-SAFE RENOVATION, REPAIRS AND PAINTING IN RESIDENCES BUILT PRIOR TO 1978, INCLUDING HOW TO BECOME CERTIFIED THROUGH AN ACCREDITED TRAINING PROGRAM, PLEASE VISIT WWW.EPA.GOV/LEAD.

IF A HOMEOWNER FILES A COMPLAINT WITH MHIC, YOU ARE REQUIRED TO SUBMIT A WRITTEN RESPONSE TO THE COMPLAINT WITHIN 30 DAYS. YOUR WRITTEN RESPONSE MUST CONTAIN A COPY OF YOUR INSURANCE CERTIFICATE AND COPIES OF THE PERMITS AND INSPECTIONS FOR THE JOB. FAILURE TO RESPOND MAY RESULT IN MHIC SUSPENDING YOUR LICENSE OR TAKING OTHER DISCIPLINARY ACTION.

YOU CAN NOW SOLVE A HOMEOWNER'S COMPLAINT QUICKLY AND AMICABLY THROUGH MHIC'S MEDIATION PROGRAM. COMPLAINTS RESOLVED THROUGH MEDIATION ARE NOT PART OF A CONTRACTOR'S PUBLIC COMPLAINT HISTORY.



LICENSE \* REGISTRATION \* CERTIFICATION \* PERMIT

STATE OF MARYLAND MARYLAND DEPARTMENT OF LABOR

Wes Moore Governor Aruna Miller Lt. Governor Portia Wu Secretary

MARYLAND HOME IMPROVEMENT COMMISSION

CERTIFIES THAT: RAFAEL NAVARRO EARN CONTRACTORS INC EARN CONTRACTORS INC

442 EAST DIAMOND AVENUE GAITHERSBURG MD 20887

IS AN AUTHORIZED: 01 - CONTRACTOR/SALESMAN

Table with columns: LIC/REG/CERT, EXPIRATION, EFFECTIVE, CONTROL NO. Values: 93130, 10-19-2027, N/A, 6494734

Handwritten signature of Secretary

Signature of Bearer WHERE REQUIRED BY LAW THIS MUST BE CONSPICUOUSLY DISPLAYED IN OFFICE TO WHICH IT APPLIES

08 01 93130

6,494,734

08 01 93130 MARYLAND HOME IMPROVEMENT COMMISSION 100 S. CHARLES STREET BALTIMORE, MD 21201

RAFAEL NAVARRO EARN CONTRACTORS INC 442 EAST DIAMOND AVENUE GAITHERSBURG MD 20887

Summary box containing logo, title, certifier name, authorized status, table, and signature lines.

## E.A.R.N Contractors, Inc

**Type**

SBR Application      **SB20-008783**

**Effective Date**

6/11/2025

**Expiration Date**

6/11/2026

**Status**

Approved

**Document's owner**

NAVARRO Rafael

---

**Comments**

Add a comment here

*Montgomery County MD  
Office of Procurement  
Division of Business Relations & Compliance*

hereby grants  
Local Small Business Certification  
to  
EARN Contractors

*for successfully meeting Montgomery County's eligibility criteria as a  
Local Small Business. This certification affirms this business  
as local and small as of the date issued.*

Please be advised that this status needs to be renewed every 3 years.  
PRO/DBRC reserves the right to re-evaluate to ensure the LSBRP requirements are met, prior to any contract award during the 3 year period.



\_\_\_\_\_  
Montgomery County MD Office of Procurement

Issued: 01/25/2022



March 19, 2026

MR. RAFAEL NAVARRO  
E.A.R.N Contractors, Inc.,  
442 EAST DIAMOND AVENUE  
GAITHERSBURG, MD 20877

SL20259735

**Certification Expiration Date: March 23, 2029**

Dear MR. NAVARRO:

We are pleased to inform you that your firm's application for certification as a Small Local Business Enterprise (SLBE) with the Metropolitan Washington Airports Authority (Airports Authority) has been approved.

This certification qualifies **E.A.R.N Contractors, Inc.**, to participate as a SLBE on non-federally funded contracts with the Airports Authority, which require SLBE participation.

If there is a material change in the firm that may affect SLBE eligibility, you must promptly notify this office in writing. This includes, but is not limited to: ownership, officers, directors, scope of work being performed, daily operations, and affiliations with other businesses or individuals or physical location of the firm. Notification should include supporting documentation. The Airports Authority may commence actions to remove your firm's eligibility if you fail to comply with these requirements or otherwise fail to cooperate with the Airports Authority in any inquiry or investigation.

The Airports Authority reserves the right to review your firm's SLBE certification at any time and you may be required to provide any and all relevant documentation. Failure to cooperate by providing the requested information may lead to de-certification.

If you wish to expand or change your firm's SLBE certification to include NAICS codes not listed on page 2 of this letter, you must send a written request to this office. You may be asked to provide additional information concerning your firm's qualifications to perform work in the areas covered by the requested NAICS codes.

Please note that for SLBE program purposes, this certification allows **E.A.R.N Contractors, Inc.**, to be counted toward SLBE participation credit only for those business activities covered under the following North American Industry Classification System (NAICS) Codes:

**NAICS Codes and Descriptions**

- NAICS 238130: FRAMING CONTRACTORS
- NAICS 238140: MASONRY CONTRACTORS
- NAICS 238310: DRYWALL AND INSULATION CONTRACTORS
- NAICS 238320: PAINTING AND WALL COVERING CONTRACTORS
- NAICS 238350: FINISH CARPENTRY CONTRACTORS
- NAICS 238390: OTHER BUILDING FINISHING CONTRACTORS
- NAICS 488490: OTHER SUPPORT ACTIVITIES FOR ROAD TRANSPORTATION
- NAICS 561730: LAWN MAINTENANCE SERVICES

Please apply for recertification 60 days before the expiration date to avoid loss of the certification.

Thank you for your interest in doing business with the Airports Authority. We look forward to your participation as a SLBE in the Airports Authority's contracting programs. If you have any questions, please contact the Regulatory Compliance & Community Engagement at 703-417-8660.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ramon Ceballos".

Ramon Ceballos  
Small and Disadvantaged Business Specialist  
DBE/ACDBE Liaison Officer  
Small Business Program

RG:js



14501 Sweltzer Lane • Laurel, Maryland 20707-5901

COMMISSIONERS

T. Eloise Foster, Chair  
Chris Lawson, Vice Chair  
Fausto R. Bayonet  
Omar M. Boulware  
Howard A. Denis  
Thomasina V. Rogers

GENERAL MANAGER  
Carla A. Reid

February 6, 2019

Mr. Rafael Navarro  
E.A.R.N. Contractors, Inc.  
442 East Diamond Ave  
Gaithersburg, MD 20877

**Re: Small Local Business Enterprise Program Registration**

Dear Mr. Navarro:

**Congratulations!** E.A.R.N. Contractors, Inc. has been accepted as a registered firm in the Washington Suburban Sanitary Commission's (WSSC) Small, Local Business Enterprise (SLBE) Program. We join you in celebrating this accomplishment in developing your business with WSSC. Your firm has met the financial requirements pursuant to Article 29, Section 3-110 of the Annotated Code of Maryland, as well as the items attested to on your application. This registration is valid for a period of two years from your acceptance date of **1/7/2019**. It will be your responsibility to resubmit a Registration Application Form R and Registration Affidavit Form R (a) before the expiration date.

Washington Suburban Sanitary Commission ("WSSC") Supplier Portal provides faster, more efficient service for doing business with WSSC. Businesses not yet registered in the portal are encouraged to visit the WSSC Procurement page at [wssowater.com/contracts](http://wssowater.com/contracts) for registration information. That way you will continue to receive email alerts for Invitations for Bid (IFB) and Request for Proposals (RFP) based on the North American Industry Classification System (NAICS) codes that you selected on your application. All vendors must be registered in the WSSC Supplier Portal in order to do business with WSSC.

**Please note that firms are not assigned individual SLBE/SDV-SLBE registration numbers. You must submit a copy of this letter when responding to any WSSC proposals.**

Any changes in ownership, financial status, address, email, or telephone number should be reported in writing immediately to:

Washington Suburban Sanitary Commission  
Office of Supplier Diversity & Inclusion (OSDI)  
14501 Sweltzer Lane, 8<sup>th</sup> floor  
Laurel, MD 20707

Sincerely,

  
Courtney Edmonds,  
Acting Director

CJE: te

Washington Suburban Sanitary Commission

**CERTIFICATE OF PREQUALIFICATION**  
**BALTIMORE COUNTY, MARYLAND**

THIS CERTIFIES THAT:  
**E.A.R.N. Contractors, Inc.**  
**442 East Diamond Avenue**  
**Gaithersburg, Maryland 20877**

NUMBER: **26-07-014**  
EFFECTIVE DATE: **7/25/2023**  
EXPIRATION DATE: **7/31/2026**  
VENDOR NUMBER: **001474**

has filed prequalification papers with Baltimore County, Maryland and is hereby prequalified to perform work on County Projects not to exceed the bonding capability. This certificate limits the holder to the classification of work indicated below, and only those items marked (x) reflect approved prequalification.

- A. **HIGHWAY CONSTRUCTION/TRAFFIC**
  - 1.  Concrete
  - 2.  Bituminous
  - 4.  Traffic Signalization
  - 5.  Slurry Seal
  - 6.  Novachip
  - 7.  Recycling & Reclamation
- B. **GRADING**
- C. **DRAINAGE CHANNELS**
- D. **STRUCTURES**
  - 1.  Bridges
  - 2.  Culverts
  - 3.  Structural Plate Arch
  - 4.  Retaining Walls (over 3')
- E. **CURBS & MISCELLANEOUS APPURTENANCES**
- F. **UTILITIES**
  - 1.  Sanitary Sewers
  - 2.  Water Mains
  - 3.  Storm Drains
  - 4.  Tunnels
- G. **PUMPING STATIONS**
  - 1.  New Construction
  - 2.  Renovations/Upgrades
  - 3.  Electrical
- H. **ELEVATED WATER STORAGE TANK**
- I. **BUILDINGS**
  - 1.  Construction
  - 2.  Renovation
  - 3.  Restoration
  - 4.  Electrical
  - 5.  Mechanical
  - 6.  Roofing
  - 7.  Demolition
  - 8.  Asbestos Removal/Encapsulation
  - 9.  Lead Paint Abatement
- J. **PAINTING**
- K. **ENVIRONMENTAL**
  - 1.  Structures
  - 3.  Landfill
  - 4.  Landfill Gas
  - 5.  Stream Restoration
  - 6.  Wetland Creation/Restoration
- M. **PARKS**
  - 1.  Recreational
  - 2.  Roadways/Parking Lots
- N. **MARINE CONSTRUCTION**
  - 1.  Dredging Services
  - 2.  Shoreline Restoration and Enhancement
  - 3.  Marine Construction Services
  - 4.  Marine Demolition and/or Salvage
- O. **OTHER SPECIALTY CATEGORIES (DPW)**
  - 1.  Prestressed Concrete Tank
  - 3.  Cathodic Protection
  - 9.  Fuel Centers

DATE: July 26, 2023

  
Matt Leone, Chief, Construction Contracts Administration

JOHN A. OLSZEWSKI, JR.  
County Executive



D'ANDREA WALKER, Acting Director  
Department of Public Works & Transportation

July 25, 2023

E.A.R.N. Contractors, Inc.  
442 East Diamond Avenue  
Gaithersburg, Maryland 20877

RE: Prequalification Certificate Number: 26-07-014

To Whom It May Concern,

Attached is your new Prequalification Certificate that will expire on July 31, 2026  
Your company is now able to bid and/or perform work with Baltimore County.

Should you have any questions regarding this matter, feel free to contact me at 410-887-3531.

Sincerely,

*Anthony Crews*  
\_\_\_\_\_  
Anthony Crews / Engineering Assistant  
Division of Construction Contracts Administration

Cc: File

***THIS IS TO CERTIFY THAT***

**E.A.R.N. Contractors, Inc.**

***HAS MET THE LEAD PAINT SERVICES  
ACCREDITATION REQUIREMENTS FOR***

**Residential, Commercial and Public Building**

**Contractor**



**START DATE: 08/07/2025**

**ACCREDITATION #: 14129 RC**

**EXPIRY DATE: 08/07/2027**

A handwritten signature in black ink, appearing to be 'RST', written over a horizontal line.

**ADMINISTRATOR, LEAD PAINT ACCREDITATION  
MARYLAND DEPARTMENT OF THE ENVIRONMENT**

**07/25/2025**  
**DATE APPROVED**

**STATE OF MARYLAND**

***THIS IS TO CERTIFY THAT***

**Rafael Steven Navarro**

***HAS MET THE LEAD PAINT SERVICES  
ACCREDITATION REQUIREMENTS FOR***

**Removal and Demolition Supervisor**



**START DATE: 03/14/2025**

**EXPIRY DATE: 03/14/2027**

**TRAINING PROVIDER: Aerosol Monitoring & Analysis, Inc.**

**COURSE DATE: 09/19/2023**

**ACCREDITATION # 10594 S2**

A handwritten signature in black ink, appearing to be 'RST', written over a horizontal line.

**ADMINISTRATOR, LEAD PAINT ACCREDITATION  
MARYLAND DEPARTMENT OF THE ENVIRONMENT**

**03/14/2025**  
**APPROVED DATE**

**STATE OF MARYLAND**

# United States Environmental Protection Agency

This is to certify that

E.A.R.N Contractors, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires June 12, 2028

LBP-75894-3

Certification #

June 12, 2025

Issued On



Marc Edmonds, Chief

Risk Assessment Management Branch 2.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C. 20460

June 12, 2025

Rafael Navarro  
E.A.R.N Contractors, Inc.  
442 East Diamond Avenue  
Gaithersburg, MD 20877

OFFICE OF CHEMICAL SAFETY  
AND POLLUTION PREVENTION

Dear Rafael Navarro:

Thank you for applying to the U.S. Environmental Protection Agency (EPA) for certification to conduct Lead-based Paint Activities in target housing and child-occupied facilities. I am pleased to inform you that, pursuant to 40 CFR Part 745, Subpart L, your lead-based paint activities firm is certified. Your certificate is enclosed.

This certification **expires on June 12, 2028 and is valid in All EPA Administered States, Tribes, and Territories**. However, if a State in which you are certified obtains program authorization during the term of this certification, the scope of your certification will be diminished to exclude the affected area.

Your EPA firm certification is subject to the following restrictions:

- 1) Individual states and Indian tribes, whether authorized or not, are not required to accept EPA certification and may accept or reject it under its own authority. Please be aware that your EPA certification does not relieve you of any obligations you may have to any State or Indian tribe regarding lead-based paint activities.
- 2) EPA certification is specific and limited as described above. If you wish to obtain certification in other lead-based paint disciplines, you must apply separately.
- 3) In advertising the EPA certification, firms must indicate clearly that the firm is certified only for purposes of Section 402 of TSCA. Failure to accurately state EPA certification conditions could result in EPA suspending or withdrawing certification.
- 4) EPA may conduct audits and/or inspections to ensure continued compliance with regulatory standards, and may revoke or suspend its certification if subsequent alterations or deviations result with the firm no longer meeting the standards found at 40 CFR Part 745, Subpart L.

If you have questions about the renovation, repair and painting rule or need assistance, please contact the Region 3 Lead Team inbox at [R3lbp@epa.gov](mailto:R3lbp@epa.gov) and refer to Application ID number A1034530. If you have any questions about your firm certification, please contact the National Lead Information Center at 1-800-424-LEAD and refer to Application ID number A1034530. Congratulations, and thank you for your interest in being a certified abatement firm.

Sincerely,

Marc Edmonds, Chief  
Risk Assessment Management Branch 2.

Enclosures

# United States Environmental Protection Agency

This is to certify that

E.A.R.N Contractors, Inc

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires August 17, 2026



LBP-75894-2

Certification #

April 19, 2023

Issued On



Sheila Canavan, Associate Division Director

Existing Chemicals Risk Management Division



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C. 20460

April 20, 2023

Rafael Navarro  
E.A.R.N Contractors, Inc  
442 East Diamond Avenue  
Gaithersburg, MD 20877

OFFICE OF CHEMICAL SAFETY  
AND POLLUTION PREVENTION

Dear Rafael Navarro:

Thank you for applying to the U.S. Environmental Protection Agency (EPA) for certification to conduct Lead-based Paint Activities in target housing and child-occupied facilities. I am pleased to inform you that, pursuant to 40 CFR Part 745, Subpart L, your lead-based paint activities firm is certified. Your certificate is enclosed.

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- 3) In advertising the EPA certification, firms must indicate clearly that the firm is certified only for purposes of Section 402 of TSCA. Failure to accurately state EPA certification conditions could result in EPA suspending or withdrawing certification.
- 4) EPA may conduct audits and/or inspections to ensure continued compliance with regulatory standards, and may revoke or suspend its certification if subsequent alterations or deviations result with the firm no longer meeting the standards found at 40 CFR Part 745, Subpart L.

If you have questions about the lead-based paint activities rule or need assistance, please contact the Regional Lead Coordinator, Kyle Chelius, of the EPA Region 3 staff at 215-814-3178. If you have any questions about your firm certification, please contact the National Lead Information Center at 1-800-424-LEAD and refer to **Application ID number A854378**. Congratulations, and thank you for your interest in being a certified abatement firm.

Sincerely,

A handwritten signature in black ink that reads "Sheila C. Chan".

Sheila Canavan, Associate Division Director  
Existing Chemicals Risk Management Division

Enclosures

# MULTI-COLOR APPLICATOR

Rafael Navarro - Earn Construction

The above individual has attended Architectural Coatings  
Multi-Color Application Spray Training Course.

This seminar teaches basic application techniques for both Zolatone and  
® Polomyx high-quality multi-color coatings.

Date of Seminar: October 15, 2008

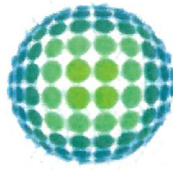
David Rodriguez - Trainer  
NAME



SIGNATURE

ARCHITECTURAL COATINGS, INC.

**POLOMYX**<sup>®</sup>  
Multicolor Wall Finish



**IICRC**<sup>®</sup>  
Institute of Inspection, Cleaning  
and Restoration Certification

## **RAFAEL S. NAVARRO**

is a registrant in good standing with the IICRC, and has qualified by service and examination for certification in the following areas:

### **WATER DAMAGE RESTORATION**

this registrant has pledged to perform services in these areas with skill, honesty and integrity to provide the consumer with the highest standard of care and expertise.

**7248862**

**1/31/2027**

**REGISTER NUMBER**

**EXPIRATION DATE**

**Disclaimer:** This document is not an official certificate and is provided solely as verification of certification status. The IICRC does not assume responsibility for unauthorized alterations, misuse or misrepresentation of this document. For official reasons or additional inquiries, please contact the IICRC directly.