



City of Texas City, Texas  
Purchasing Department  
1801 9<sup>th</sup> Ave N  
Texas City, Texas 77590

**REQUEST FOR BID**

**RFB # 2024-445**

**Case ID-30946**

**41 19<sup>th</sup> Ave. N, Texas City, TX 77590**

Construction of a two (2) Bedroom, two (2) Bath Single-Family Structure

DATE ISSUED: **January 23, 2024.**

SEALED BIDS TO BE SUBMITTED BEFORE:

2:00 P.M. CST Feb 13, 2024

**Disclosure Requirements**

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Texas City, including affiliations, business, and financial relationships such persons may have with City of Texas City officers. If you are unable to obtain such information online, please contact the City of Texas City Purchasing Department, 1801 9th Ave N Texas City, TX 77590, or call (409) 643-5950.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF TEXAS CITY, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.



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## BID SHEET

PROJECT NO: RFB #: 2024-445

CONSTRUCTION OF A RESIDENTIAL STRUCTURE:

41 19th Avenue North Texas City, TX 77590

Name of Bidder (Company): DSW Homes, LLC

Representative Name: Paul Judson

Contact information: (409) 744-3400 info@dswhomes.com

### **Pursuant To and In Compliance with the Invitation to Bid:**

#### **GENERAL**

All bids must be in strict accordance with all terms, conditions, and specifications within this bid. The Contractor hereby agrees to furnish all labor, materials and to perform the work required including required taxes, disposal fees, license fees, permits, bonding, insurance premiums and other costs associated with the performance of the following project: 41 19th Avenue North Texas City, TX 77590

Dumping of construction waste and debris materials, other than the recycle facility, is illegal and Contractor shall be liable for penalties and/or fees levied against him/her for improper disposal of waste materials. Copies of dump tickets must accompany all invoices requesting payment for removal of demolition of materials.

Estimated Cost: \$ 207,340.00

ACKNOWLEDGEMENTS: The Bidder declares that he/she has performed a thorough investigation of the project site and thoroughly understands the scope of work and has examined the Contract Documents for the work involved with completion of the project.



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## Description and Base Bid

RFB # 2024-445

### CONSTRUCTION OF A RESIDENTIAL STRUCTURE:

41 19th Avenue North Texas City, TX 77590

### **GENERAL**

All bids must be in strict accordance with all terms, conditions, and specifications within this Bid. To be accepted, bidders must thoroughly complete all blanks in this section. (Please type or print legibly in ink.) Bidders must ensure that all calculations are correct. Calculation errors may cause a rejection of the bid package. If there are discrepancies in unit price and total, unit price will prevail.

One vendor will be selected for the Residential Construction phases of this project. Pursuant to and in Compliance with the invitation to Bid the Proposed Bid Documents relating to the construction of a new structure for:



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Item Number	RFB Number	Description & Base Bid	Price
	# 2024-445	Includes all labor, materials, services, and equipment required to complete said work shown in the drawing and the Specifications / Scope of Work	\$201,371.00

**Number of days from receipt of the Notice to Proceed to completion of Construction of RFB # 2024-445 100 consecutive calendar days. Not to exceed four (4) months.**

Company Name: DSW Homes, LLC



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## METHOD OF PAYMENT

RFB # 2024-445

CONSTRUCTION OF A RESIDENTIAL STRUCTURE: 41 19th Ave. N, Texas City, TX 77590

### PAYMENT TERMS

Net 30 (Vendor paid within 30 days of invoice.)

### ELECTRONIC FUNDS TRANSFER DISCOUNT

Company Name DSW Homes, LLC

Authorized Signature 



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## CONTRACTOR QUALIFICATIONS

RFB # 2024-445

CONSTRUCTION OF A RESIDENTIAL STRUCTURE: 41 19th Ave. N, Texas City, TX 77590

Please complete the Contractor Qualification Statement and attach all requested documentation.

### **CHECKLIST**

Respond to all questions and statements (put N/A when "not applicable")

Each principal of the firm completes a separate Section II.

All references have proper and complete mailing addresses.

Contractor Acknowledgment (Section VI) is signed and notarized (separate form and signature by each principal of firm).

Release of Information completed by each principal of firm.

**Corporations** should attach a copy Letter of Good Standing with the Texas State Comptroller.  
See Contractor Qualifications Statement form.



City of Texas City, Texas  
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## CONTRACTOR QUALIFICATIONS STATEMENT

### BUSINESS INFORMATION (Partnership, Sole Proprietor, Corporations)

Firm Name: DSW Homes, LLC

Business Location Address: 1650 E Winding Way Dr, Friendswood, TX 77546

Mailing Address: 1650 E Winding Way Dr BLDG B , Friendswood, TX 77546

Business Phone: (409) 744-3400

Email Address: info@dswhomes.com

### LEGAL STATUS

Partnership                                      Sole Proprietorship                                      Corporation- Limited Liability Company

Federal Income Tax Business Id.: 27-133008

Social Security Number: \_\_\_\_\_

Date Firm Established: nov 17, 2009

Corporation: DSW Homes, LLC

Charter Number: 801195164

Date of Charter: nov 17, 2009

Date of last board meeting: February 09, 2024

Are there any outstanding litigation, judgments, or claims pending against the contractor or firm? N/A

If yes, describe: \_\_\_\_\_

\_\_\_\_\_



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Board of Directors and Officers (corporate only)

Name: James Schumer Title: Chair Emeritus

Name: Donald Gerratt Title: Chief Executive Officer

Name: Paul Judson Title: Treasurer/ VP Purchasing Estimating

Name: Curtis Clayton Title: Chief Operating Officer



City of Texas City, Texas  
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PRINCIPAL(S) OF FIRM (each principal should provide separate information)

Name: James Schumer

Home Address: 4895 W County highway 30A Santa Rosa Beach, FL 32459

Phone: (770) 519-2357

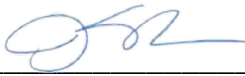
Driver's License #: S560-446-62-341-0 State: Florida

Have you ever been convicted of a felony? Y /  N

If yes, date of conviction(s): \_\_\_\_\_

Years of contracting experience 25+

Title: Chair Emeritus

Principals' signature:  Date: 02/12/2024



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PRINCIPAL(S) OF FIRM (each principal should provide separate information)

Name: Donald Gerratt

Home Address: 12 A Windcreek St Friendswood TX 77546

Phone: (409) 338-6289


Driver's License #: 34060344 State: Texas

Have you ever been convicted of a felony? Y /  N

If yes, date of conviction(s): \_\_\_\_\_

Years of contracting experience 25+

Title: Chief Executive Officer

Principals' signature:  Date: 02/12/2024



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PRINCIPAL(S) OF FIRM (each principal should provide separate information)

Name: Paul Judson

Home Address: 1703 Tempe Street League City, TX 77573

Phone: (409) 939-3344

Driver's License #: 45280758 State: Texas

Have you ever been convicted of a felony? Y /  N

If yes, date of conviction(s): \_\_\_\_\_

Years of contracting experience 20+

Title: Treasurer / VP Purchasing and Estimating

Principals' signature:  Date: 02/12/2024



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PRINCIPAL(S) OF FIRM (each principal should provide separate information)

Name: Curtis Clayton

Home Address: 4 Windsong Ln Friendswood, TX 77546

Phone: (845) 855-9662

Driver's License #: 34187580 State: Texas

Have you ever been convicted of a felony? Y /  N

If yes, date of conviction(s): \_\_\_\_\_

Years of contracting experience 20+

Title: Chief Operating Officer

Principals' signature:  Date: 02/12/2024



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## REFERENCES

Please provide a proper mailing address, and e-mail addresses, if applicable.

List all financial or banking references.

Name of Institution: Texas First Bank

Type of Account (s): checking

Account Number: Account No. 21136952

List all local suppliers where your firm has past or present credit dealings.

Name of Firm Texas First Bank

Contact Person Sean Doyle, Vice President Sean.doyle@texasfirst.bank 409-744-6353

Mailing Address 6501 Stewart Road, Galveston, TX 77551

(Street or P.O. Box) (City) (State) (Zip Code)

Type of Account(s) \_\_\_\_\_

Account# \_\_\_\_\_



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List three persons and/or municipalities for whom your firm has completed construction, remodeling, or repairs on structures for \$10,000 or more within the past 2 years.

Name of Client: Harris County

Date: Nov 2020- Present

Client Address: Harris County, 1001 Preston, Rm 652, Houston, TX 77002

Phone: 832-927-8258

Project Name: Harris County Hurricane Harvey GLO

Project Address: scattered sites

Dollar Amount of Work: \$10,587,250

Please describe type of work performed in the spaces below:

Reconstruction & rehabilitation for disaster relief (40+ units)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*The references you have given will be verified either by mail phone, on-site inspection, or all the above. \*



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Name of Client: State of Florida

Date: June 2023-Present

Client Address: 3914 US-301 #700 Tampa, FL, 33619

Phone: 813-878-9000

Project Name: Sheltering in Home for Recovery Continuation

Project Address: scattered sites

Dollar Amount of Work: \$5,300,000

Please describe type of work performed in the spaces below:

Rehabilitation of residential homes (335+ units)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*The references you have given will be verified either by mail phone, on-site inspection, or all the above. \*



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Name of Client: State of South Carolina

Date: Jan 2017-Present

Client Address: 632 Rosewood Drive Columbia, SC 29201

Phone: 803-530-0338

Project Name: South Carolina Office of Resilience (SCOR) Rehabilitaion and Reconstruction

Project Address: scattered sites

Dollar Amount of Work: \$42,228,400

Please describe type of work performed in the spaces below:

Rehabilitation and reconstruction of single-family homes and MHUs. (540+ units)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*The references you have given will be verified either by mail phone, on-site inspection, or all the above. \*



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PERSONAL REFERENCES

Name	Address	Occupation
Tres Davis	2201 Northland Drive, Austin TX 78756	Senior Vice President - GrantWorks
Timothy Lagudi	P.O. Box 110265, Research Triangle Park, NC 27709	Sr. Project Manager (Program Manager of Rebuild Florida Irma HRRP)
Chad Herndon	8733 Slegen Ln., Baton Rouge, LA 70810	Director of Support, Disaster Recovery Division City of Houston - GLO Program (H2Bravo, LLC)



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## CONTRACTOR CAPABILITIES

What is the greatest amount of work, in dollars, that you have ever done at one time (all jobs)?

\$25,000,000

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What is the largest single job, in dollars you have previously performed?

\$1,200,000

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What amount of work, in dollars, do you normally carry?

\$15,000,000

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What dollar size contracts do you think your organization is best qualified to handle?

DSW Homes, LLC is qualified to handle contracts of all amounts

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Have you ever failed to complete a job?      Y /  N

If yes, provide a detailed explanation on a separate page.



N/A

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List any contractors for whom you have worked as a subcontractor within the past 12 months (use a separate page, if necessary).

Date Worked	Size of Subcontract	Name of Contractor

State your work specialties.

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PERSONAL REFERENCES

Name	Address	Occupation
Scott Sharpe	632 Rosewood Drive Columbia, SC 29201	Director of Support, Disaster Recovery Division - SCDRO (South Carolina Disaster Recovery Office)
Heather Lagrone	700 N Congress Avenue, Austin, Texas 78701-1495	Senior Deputy Director, Texas General Land Office
Brandy Canada	3914 US-301 #700 Tampa, FL, 33619	Senior Director of Operations, Rebuilding Together



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**CONTRACTOR ACKNOWLEDGEMENT**

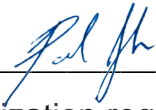
CONTRACTOR ACKNOWLEDGMENT\*\* (to be completed separately by each principal of the firm)

I hereby certify that the information given by me in this application is true and correct to the best of my knowledge. I further certify that I have read the conditions and requirements herein stated and fully understand and agree to abide by same. Acting in addition to my official capacity for the contractor, I acknowledge that I am personally liable for the actions of the contractor in its dealings with any contract awarded by the City of Texas City.

Attached (if this is a corporation) is written proof that the undersigned is authorized to act on behalf of the corporation.

Firm DSW Homes, LLC

(print)

Signature   
(notarization required)

Date 02/12/2024

**\*\*WARNING PENALTY FOR FALSE OR FRAUDULENT STATEMENT U.S.C. Title 18, Section 1001, provides "Whoever in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, or makes any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry shall be fined not more than \$10,000.00 or imprisoned not more than five (5) years or both."**



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CORPORATE ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared, known to me (or proved to me on the oath of to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said DSW Homes, LLC (insert name of corporation) a corporation, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 12 day of February, 2024

[SEAL]



Crystal Caldwell

Notary Public, State of Texas

Crystal Caldwell

Print name of Notary Public

My commission expires the 19th day of July, 2026



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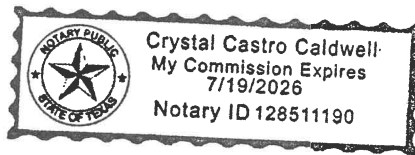
THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared, known to me (or proved to me on the oath of to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said DSW Homes, LLC (insert name of corporation) a corporation, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

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(print)

Signature 

(notarization required)

Date 02/12/2024

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INDIVIDUAL ACKNOWLEDGEMENT

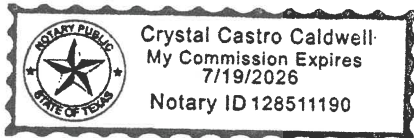
THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared Paul Judson known to me (or proved to me on the oath of) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12 day of February, 2024

[SEAL]



Crystal Caldwell

Notary Public, State of Texas

Crystal Caldwell

Print name of Notary Public

My commission expires the 19<sup>th</sup> day of July, 20 26



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(print)

Signature 

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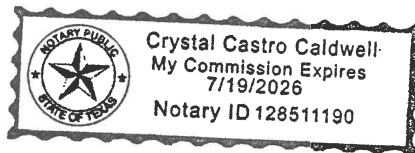
THE STATE OF TEXAS §

COUNTY OF GALVESTON §

Before me, a Notary Public, on this day personally appeared, known to me (or proved to me on the oath of to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said DSW Homes, LLC (insert name of corporation) a corporation, and that he has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 12 day of February, 2024

[SEAL]



Crystal Caldwell

Notary Public, State of Texas

Crystal Caldwell

Print name of Notary Public

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## RELEASE OF INFORMATION

I (we), Paul Judson, of DSW Homes, LLC, hereby authorize the City of Texas City or its designated agents to obtain and receive all records and information pertaining to eligibility for the Qualified Contractor list, including work record, personal information, credit and banking information from all persons, companies, or firms holding or having access to such information. This authorization hereby gives the City of Texas City the right to request all information that we can or could obtain from any person, company, or firm on any matter referenced above. I (we) agree to have no claim for defamation, of privacy, or otherwise against any person or firm or corporation by reason of any statement or information released by them to the City of Texas City for purposes of the program. The term of this authorization shall commence on the date of signature and be in force for a period of two (2) years.

02/12/2024

(Date)

Paul

C

Judson

(First Name)

(Middle Initial)

(Last Name)



(Signature)

DSW Homes, LLC

(Business Name)

1650 E Winding Way Dr

(Street Address/ Route No. (No P.O. Box or Drawer No.))

Friendswood, TX 77546

(City, State, Zip)

10/15/1977

27-133008

(Date of Birth)

(Tax ID # or Social Security No.)



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THE STATE OF TEXAS §

COUNTY OF GALVESTON §

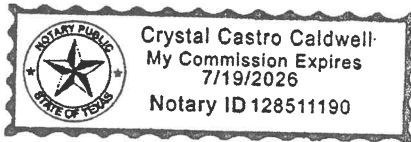
Before me, a Notary Public, on this day personally appeared, known to me (or proved to me on the oath of) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12 day of February, 2024

[SEAL]

Crystal Caldwell

Notary Public, State of Texas



Crystal Caldwell

Print name of Notary Public

My commission expires the 19<sup>th</sup> day of July, 2026



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## FEDERALLY REQUIRED CERTIFICATIONS

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### STATUTORY ASSURANCES AND COMPLIANCIES

#### EQUAL EMPLOYMENT OPPORTUNITY

The Contractor hereby assures compliance with Section 109 of the Housing and Community Development Act of 1974 and in conformance with the requirements imposed by or pursuant to the Regulations of the Department of Housing and Urban Development (24 CFR Part 570.601) issued pursuant to that Section; and in accordance with that Section, no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the Community Development funds.

#### COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS

**AMENDED:** The Contractor hereby agrees that he will comply with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and all requirements imposed by or pursuant to regulations of the Department of Justice appearing at 28 CFR et Seq and especially Subparts C and D there of issued pursuant to that title, to the end that no person shall on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives compensation through the City, and the United States shall have the right to seek judicial enforcement of this assurance. The Contractor agrees to post in a conspicuous place available to employees and applicants for employment, government notices setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations of advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, or national origin.



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## COMPLIANCE WITH EXECUTIVE ORDER 11246, AS AMENDED:

During the performance of this contract the Contractor agrees as follows: The Contractor will conform to Executive Order No. 11 246 of September 24, 1965 (E.O. 11 246) which requires that Contractor not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisement s for employee es placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Contractor's commitments under Section 202 of E.O.11246 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will comply with all provisions of E.O.11 246, and the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by E.O.11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.



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In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in E.O.1246, and such other sanctions may be imposed and remedies invoked as provided in E.O.11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (a) through (f) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O.11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT OF CERTAIN PERSONS PROHIBITED:** No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

#### **REGULATIONS PURSUANT TO THE COPELAND "ANTI-KICKBACK ACT"**

The Contractor shall comply with the most current regulations of the United States Department of Labor, made pursuant to the Copeland "Anti-Kickback Act" (48 Stat. 948:62 Stat. 862; Title U.S.C., Section 874: and Title 40 U.S.C., Section 276C -- herein incorporated by reference), and any amendments thereof and shall cause these provisions to be inserted into any subcontractor's contract.



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## CERTIFICATION OF COMPLIANCE WITH AIR AND WATERACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000.)

**COMPLIANCE WITH AIR AND WATER ACTS:** During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of this Clean Air Act, as amended, 42 USC 1857 at seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 at seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC I 857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (I) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.



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**COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS:** The Contractor hereby agrees to comply with all requirements related to federally related Labor Standard requirements as may be noted in the bid and contract documents. Upon request by the City, the Contractor agrees to provide evidence of compliance consistent with this paragraph.

**COMPLIANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS:** The Contractor hereby agrees to comply with all local, state, and federal laws, ordinances, and regulations applicable to the services to be provided under this contract. Upon request by the City, the Contractor agrees to provide evidence of compliance consistent with this paragraph.

**QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS**

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Copeland Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (d) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling of interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

**CERTIFICATION:** All information provided above is true and complete to the best of my knowledge and belief. I certify that I will comply with the local, state, and federal requirements and provide proof of such to the City to confirm compliance with said laws and regulations.

  
\_\_\_\_\_  
(Signature)

02/12/2024  
\_\_\_\_\_  
(Date)

**Paul Judson, VP Purchasing and Estimating**

\_\_\_\_\_  
(Print Name and Title)



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**PERFORMANCE BOND**

Bond No. \_\_\_\_\_

STATE OF TEXAS

COUNTY OF GALVESTON

**KNOW ALL MEN/WOMEN BY THESE PRESENTS** That of the City of \_\_\_\_\_,  
County of \_\_\_\_\_, and State of \_\_\_\_\_, as principal, and  
\_\_\_\_\_ authorized under the laws of the State of Texas to act as surety on  
bonds for principals, are held and firmly bound unto the City of Texas City, Galveston County,  
Texas

\_\_\_\_\_ (Owner), in the penal sum of (\$ ) for the payment  
whereof, the said Principal and Surety bind themselves and their heirs, administrators,  
executors, successors and assigns, jointly and severally by these presents:

**WHEREAS**, the Principal has entered a certain written contract with the Owner,  
dated the day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_, to furnish all labor, materials, and  
equipment necessary for completing the construction of a two (2) bedroom and two (2) bathroom  
single family home at: 41 19th Avenue North Texas City, TX 77590.

which contract is hereby referred to and made a part hereof as fully and to the same extent as if  
copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said  
Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe  
and perform all and singular the covenants, conditions and agreements in and by said contract  
agreed and covenanted by the Principal to be observed and performed, and according to the  
true intent and meaning of said Contract and the Plans and the Specifications hereto annexed,  
then this obligation shall be void; otherwise to remain in full force and effect;



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**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Chapter 2253, Government Code, Vernon's Texas Civil Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. Performable and enforceable in Galveston County, Texas.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed

this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Principal) (Surety)

By \_\_\_\_\_ By \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

The name and address of the Resident Agent of Surety is:

\_\_\_\_\_  
\_\_\_\_\_

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.



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**PAYMENT BOND**

Bond No. \_\_\_\_\_

STATE OF TEXAS

COUNTY OF GALVESTON

**KNOW ALL MEN/WOMEN BY THESE PRESENTS** That of the City of \_\_\_\_\_,  
County of \_\_\_\_\_, and State of \_\_\_\_\_, as principal, and authorized  
under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly  
bound unto the City of Texas City of Galveston County, Texas (Owner), in the penal sum  
of \_\_\_\_\_

(\$ \_\_\_\_\_  
\_\_\_\_\_)

for the payment whereof, the said Principal and Surety bind themselves and their heirs,  
administrators, executors, successors, and assigns, jointly and severally by these presents:

**WHEREAS** the Principal has entered a certain written contract with the Owner,

dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to furnish all labor, materials, and  
equipment necessary for completing.

Which Contract is hereby referred to and made a part hereof as fully and to the same extent as  
if copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said  
Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the  
prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise,  
to remain in full force and effect.

**PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions of Chapter 2253,  
Government Code, Vernon's Texas Civil Statutes, and all liabilities on this bond shall be



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determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates, and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or to the work performed hereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed hereunder. Performable and enforceable in Galveston County, Texas.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed

this instrument this day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Principal) (Surety)

By \_\_\_\_\_ By \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

The name and address of the Resident Agent of Surety is:

\_\_\_\_\_  
\_\_\_\_\_

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.



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## CERTIFICATION OF NON-SEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees based on race, color, religion, sex, or national origin, because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$ 100,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.



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## NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES:

A Certification of Non-segregated Facilities must be submitted prior to the award of a contract or subcontracted exceeding \$100,000 which is not exempt from the provisions of the Equal Opportunity Clause.

### CERTIFICATION

The information above is true and complete to the best of my knowledge and belief.

A handwritten signature in blue ink, appearing to read "Paul Judson", is written over a horizontal line.

(Signature)

02/12/2024

(Date)

Paul Judson, VP Purchasing and Estimating

(Print Name and Title)



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## SECTION 3 BUSINESS CERTIFICATION AND NARRATIVE

### **For Applicable City of Texas City Programs and Projects**

Section 3 is a provision of the Housing and Urban Development Act of 1968. Section 3 is intended to ensure that when employment or contracting opportunities are generated because a federally funded project necessitates the employment of additional persons or the awarding of contracts for work, preference must be given to low - and very low-income persons or business concerns residing in the community where the project is located. Section 3 applies to the department as a recipient of HUD funds for any projects, in which the HUD investment is \$200,000 or more, and contractors or subcontractors receiving \$100,000 or more in covered funds.

#### **PURPOSE**

The purpose of this Plan is to provide employment and business opportunity for businesses and lower income persons who are residents of the Texas City - Houston, Sugarland, and Woodland MSA referred to as the Section 3 Area under the Community Development Block Grant Program, by setting forth procedures to be implemented by contractors and subcontractors to assure compliance with Section 3 of the Housing and Urban Development Act, as defined in 24 CFR part 135 (for project receiving federal assistance of \$200,000 or more or contracts for covered projects receiving \$100,000 or more).



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## DEFINITIONS

SECTION 3 COVERED PROJECT - A Section 3-Covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc. which is funded by HUD, and in which contractors or subcontractors receive \$100,000 or more in covered funds.

SECTION 3 RESIDENT - A "section 3 resident" is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended.

SECTION 3 BUSINESS RETURN - Section 3 business concerns are businesses that can provide evidence that they meet one of the following: 51 percent or more owned by Section 3 residents; or at least 30 percent of its full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications above.

RACE AND GENDER NEUTRAL - Section 3 is both race and gender neutral. The preferences provided under this regulation are based on income level and location. The Section 3 regulations were designed to encourage recipients of HUD funding to direct new employment and contracting opportunities to low-income residents, and the businesses that employ these persons, within their community regardless of race and/or gender.

NUMERICAL GOALS: The department shall meet and ensure that covered contractors and subcontractors meet the minimum numerical goals set forth at 24 CFR Part 135.30: 30 percent of the aggregate number of new hires shall be Section 3 residents; and 10 percent of all covered construction contracts shall be awarded to Section 3 business concerns. At least three (3) percent of the total dollar amount of all other section 3 covered contracts. In accordance with 24



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CFR § 135.30, if these minimum requirements are not met, sufficient documentation must be kept providing reasoning and justification for non-compliance. This documentation should include evidence of all Section 3 outreach efforts. To meet these goals, the department shall maintain a certification process for Section 3 business concerns. The following clause shall be included (verbatim) in bid documents and all contracts for projects in which the amount of federal investment exceeds \$100,000.

24 CFR § 135.38 Section 3 clause. All section 3 covered contracts shall include the following clause (referred to as the section 3 clause): The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.



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The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. Non-compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, debarment, or suspension from future HUD assisted contracts.

With respect to work performance in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



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## UTILIZATION OF SECTION 3 AREA RESIDENTS AND BUSINESSES

All contractors subject to this Section 3 regulation will provide a "Preliminary Statement of Work Force Needs" form prior to the signing of a contract. This form shows the needed number and types of job classifications, current vacant positions and expected positions for new hires in the projected work force. Each applicant, recipient, contractor, or subcontractor undertaking work in connection with a Section 3 covered project can fulfill the obligation to utilize lower income project area residents as trainees to the greatest extent in the various training categories and filling any vacant training positions with lower income project area residents except for those training position which remain unfilled after a good faith effort has been made to fill them with eligible income project area residents.

Each applicant, recipient, contractor, or subcontractor undertaking work in connection with a Section 3 covered project can fulfill the obligation to utilize lower income project area residents as employees to the greatest extent feasible by identifying the number and types of positions not currently occupied by regular, permanent employees and establishing a goal of positions to be filled by lower income residents of the Section 3 covered project area and thereafter making a good faith effort to fill the identified positions.

In recruiting and filling vacancies, the City will require contractors and subcontractors to attempt to recruit from the appropriate areas the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Employment or Workforce Commissions, Rehabilitation Commissions, Manpower Services, Community Action Agencies, Commission for the Blind, Veteran's Outreach Programs. etc. When lower income resident workers apply. Either on their own initiative or on referral from any source, the contractor or subcontractor shall determine if the qualifications are satisfactory and if there are openings.



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## CONTRACTOR OR SUBCONTRACTOR AFFIRMATIVE ACTION PLAN

All competitive bidders and negotiated contractors, subject to 24 CFR Part 135 regulations (contracts over \$100,000) will submit to the City of Texas City utilization goals. Evaluation of each bid and negotiated contract will include the determination of responsiveness by evaluation of the proposed goals and provisions to achieve these objectives of Section 3 regulations. The following submittal, or similar, updated document, will be required of each construction contractor.



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## SECTION 3 BUSINESS CERTIFICATION AND NARRATIVE

### SECTION 3 ACTION PLAN

The work to be performed under bids on projects assisted under programs providing direct federal financial assistance from the Department of Housing and Urban Development (HUD) are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968.

Section 3 Resident - A "section 3 resident" is: 1) a public housing (HUD) resident; or 2) a low- or very low-income person residing in the Houston, Sugarland, and Woodland Metropolitan Statistical Area (MSA). The preferences provided under this regulation are based on income level and location and are race and gender neutral. The following income limits apply to the households of those considered Section 3 residents based upon income:

2023 City of Texas City Income Limits for Consideration as Low to Moderate Income.

FY 2023 Income Limit Area	Median Family Income	FY 2023 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
<b>Houston-The Woodlands-Sugar Land, TX HUD Metro FMR Area</b>	\$93,200	<b>Low (80%) Income Limits (\$)</b>	52,200	59,650	67,100	74,550	80,550	86,560	92,450	98,450
		<b>Very Low- Income Limits (\$)</b>	32,650	37,300	41,950	46,600	50,350	54,100	57,800	61,550
		<b>Extremely Low- Income Limits (\$)</b>	19,600	22,400	25,200	30,000	35,140	40,280	45,420	50,560



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## SECTION 3 BUSINESS CONCERNS

Section 3 business concerns are businesses which can provide evidence that they meet one of the following: 51 percent or more owned by Section 3 residents; or at least 30 percent of its full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications above.

The Bidder represents and certifies as part of its bid that it will comply with the requirements of Section 3 in one of the following categories (MUST CHECK ONE BOX ONLY).

CATEGORY A SECTION 3 BUSINESS CONCERN (OWNERSHIP)

51% or more of the business is owned by Section 3 Residents (low income) or public housing (HUD) residents in Galveston County (attach copy of the first and last page of current lease and documentation of business ownership, such as articles of incorporation, form 1099, tax return, bank statement, or other satisfactory proof of ownership, along with the attached Affidavit of Section 3 Business Ownership).

CATEGORY B SECTION 3 BUSINESS CONCERN (WORKFORCE)

Full-time, permanent workforce of the business currently includes 30% or more Section 3 eligible residents, or within three years of the date of first employment with the business concern were Section 3 residents (attach a list of all employees with Section 3 employees so designated, along with an Affidavit of Section 3 employee status from each Section 3 employee.)

CATEGORY C SECTION 3 BUSINESS CONCERN (SUBCONTRACT)

The bidder hereby commits to subcontract at least 25% of the total amount of subcontracts to Category A or B Section 3 businesses. Attach on separate sheets the name, address, phone number, amount of subcontract and Section 3 Business Concern category (A or B) for each



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intended Section 3 Business Concern subcontractor and attach satisfactory documentation of the subcontractor's Section 3 status.

### SECTION 3 NARRATIVE AFFIRMATIVE ACTION PLAN

All competitive bidders for Section 3 covered projects must submit to the City of Texas City a Section 3 narrative affirmative action plan including utilization goals. Evaluation of each bid and will include the determination of responsiveness by evaluation of the proposed goals and provisions to achieve the objectives of Section 3 regulations. Attach additional pages as necessary.

Explain how you intend to recruit a minimum of 30% of Section 3 residents for any new hires from the time this bid is submitted until the contract is complete, and what actions you will take to require subcontractors to do the same.

Check all applicable boxes.

- Ads placed with local advertising media such as newspapers.
- Sign at the project site
- Notification of Public Housing Agencies, Employment or Workforce Commissions, Rehabilitation Commissions, Manpower Services, Community Action Agencies, Commission for the Blind, Veteran's Outreach Programs, and any other appropriate entities.
- Other
- No new hires are anticipated for this project; however, if hiring becomes necessary, an amended plan will be submitted.

If you intend to subcontract, explain how you intend to subcontract a minimum of 25% of the work of this bid to Section 3 business concerns. Check all applicable boxes.

- Ads placed with local advertising media such as newspapers.



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- Sign at the project site
- Contact a list of Section 3 certified Subcontractors as maintained by the local Community Development office, and/or HUD if available.
- Other
- No subcontracts are anticipated for this project; however, if subcontracting becomes necessary, a revised plan will be submitted.

Describe how you will document and maintain evidence of all Section 3 outreach efforts, and how you will require any subcontractors to do the same. Check all applicable boxes.

- Maintain copies of ads placed with local advertising media such as newspapers.
- Maintain photos of signage at the project site
- Maintain copies of letters or internet search results requesting a list of Section 3 certified Subcontractors as maintained by the local Community Development office, and/or HUD if available.
- Other
- No subcontracts are anticipated for this project; however, if subcontracting becomes necessary, a revised plan will be submitted.

The successful bidder will provide a " Preliminary Statement of Work Force Needs" form, prior to the signing of a contract. This form shows the needed number and types of job classifications, current vacant positions and expected positions for new hires in the projected work force to accomplish the work of this bid. In recruiting and filling vacancies to accomplish the work of this bid, the successful bidder shall recruit from Galveston County the necessary number of lower income or public housing residents through: local advertising media, signs placed at the project site, and notices to appropriate community organizations and public or private institutions operating within or serving the project area such as: Public Housing Agencies, Employment or



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Workforce Commissions, Rehabilitation Commissions, Manpower Services, Community Action Agencies, Commission for the Blind, Veteran's Outreach Programs, and any other appropriate entities. Provide selections from the list of resources below or list other resources to be used in recruiting Section 3 employees. Upon contracting, a completed " Preliminary Statement of Work Force Needs" shall be provided by the contractor to each organization contacted. Check all applicable boxes.

- Public Housing Agency     Workforce Commission     Manpower
- Services/Employment Agencies
- Texas Commission for the Blind
- Other
- No new hires are anticipated for this project; however, if hiring becomes necessary, an amended plan will be submitted.
- If no recruitment or hiring is anticipated, briefly explain why  
DSW already has a sufficient and able workforce
- Business has no employees other than the owner(s).
- The business is currently fully staffed and has existing capacity for the proposed project.



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Purchasing Department  
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Texas City, Texas 77590

**GRIEVANCE PROCEDURE:** Section 3 employees must be informed that in the event of a grievance or complaint against the municipality or the general contractor, they may file by mail a grievance with:

**Assistant Secretary for Equal Opportunity & Fair Housing  
Department of Housing and Urban Development  
451 Seventh St., S.W. - Room 5100  
Washington, D.C. 20410-2000,**

or

**Fair Housing and Equal Opportunity Division Department  
of Housing and Urban Development  
801 Cherry Street  
P.O. Box 2905  
Fort Worth, TX 76113-2905**



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**SUBCONTRACTORS:** Subcontractors will be informed of their requirement to submit a Section 3 Action Plan and certifications to the city.

Implementation Schedule: Provide a schedule timeline of the implementation of this plan:  
Section 3 Employee Recruitment Timeline:

Not Applicable - This project does not require employee recruitment.

Timeline (Pre-Bid, Pre-Commencement, During) \_\_\_\_\_

Subcontractor Timeline:

Not Applicable - No subcontracts are anticipated for this project.

Timeline (Pre-Bid, Pre-Commencement, During) during

Describe training opportunities your firm can provide for low-income or public housing Section 3 residents as well as an overview of your training plan. Check all applicable boxes.

- |  |   |
|--|---|
| <input type="checkbox"/> Management Training       | <input type="checkbox"/> Maintenance Training         |
| <input type="checkbox"/> Building Trades Training  | <input type="checkbox"/> Clerical Training            |
| <input type="checkbox"/> Support Services Training | <input type="checkbox"/> Other Training Opportunities |

The successful bidder shall send to each labor organization or representative of workers with which they have a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of the contractor's commitment under the Section 3 clause and shall have posted copies of the notice in conspicuous places available to employees and applicants for employment or training. List any



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labor organizations or worker representatives with whom your firm has a collective bargaining agreement, contract, or other understanding:

Not Applicable - bidder does not have any collective bargaining agreement, contract, or understanding with any labor groups.

List Labor Organizations \_\_\_\_\_  
\_\_\_\_\_

### SECTION 3 CLAUSE

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each;



City of Texas City, Texas  
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and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (2) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



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### SECTION 3 CERTIFICATION

Title 18, Section 1001 of the U.S. Code states that any person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, fraudulent statement or entity, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both. The undersigned gives express consent to the City of Texas City to verify any information provided by the vendor within this Section 3 Business Certification Form.

Certification - The information above is true and complete to the best of my knowledge and belief.

	02/12/2024
Signature	Date
Paul Judson, VP Purchasing and Estimating	

Print Name and Title



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**N/A as DSW Homes, LLC has no section 3 employees to report**  
**AFFIDAVIT OF SECTION 3 EMPLOYEES**

(Used to Certify Category B Section 3 Business Concern - Workforce)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 Date Month Year

I, \_\_\_\_\_, hereby certify that I am an employee of \_\_\_\_\_.

I am (Circle as many as apply):

A resident of public (HUD) housing within Galveston County (attach front and back page of lease).

Currently low income: Employee's annual household income does not exceed 80% of the area median income based upon the following table:

Household #	1	2	3	4	5	6	7	8
Median Family Income \$93,200	52,200	59,650	67,100	74,550	80,550	86,500	92,450	98,450

Previously low income based upon the table above, within 3 years prior to becoming employed by this employer.

Title 18, Section 1001 of the U.S. Code states that any person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.



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I certify that the above statements are true and correct. I understand that I may be required by program staff to provide income documentation, or some other form of documentation to prove I am a Section 3 employee at the time this affidavit is signed. I understand that any misstatement or falsification of information shall be grounds for revocation or termination of any Section 3 covered contract with the firm in which I am employed.

\_\_\_\_\_  
Signature of Section 3 Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Section 3 Employee



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STATE OF TEXAS §

§

COUNTY OF GALVESTON §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_\_, by \_\_\_\_\_,

[SEAL]

\_\_\_\_\_  
Notary Public in and for the State of Texas



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N/A as DSW Homes, LLC is not a section 3 business

## AFFIDAVIT OF SECTION 3 BUSINESS CONCERN OWNERSHIP

(Used to Certify Category A Section 3 Business Concern - Ownership)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I, here by certify that I am the/an

owner of \_\_\_\_\_ .

Name of Business

At least 51% of the ownership interest in this business is by Section 3 residents (low income or public housing residents). And I am (Circle as many as apply)

A resident of public (HUD) housing within Galveston County (attach front and back page of lease)

Currently Low income: Owner's annual household income does not exceed 80% of the area median income based upon the following table:

Household #	1	2	3	4	5	6	7	8
Median Family Income \$93,200	52,200	59,650	67,100	74,550	80,550	86,500	92,450	98,450

Title 18, Section 1001 of the U.S. Code states that all person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

STATE OF TEXAS                      §





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PRELIMINARY STATEMENT OF WORK FORCE NEEDS

- (1) PROJECT NAME [RFB # 2024-445 Construction of a two \(2\) bedroom, two \(2\) bathroom single-family home.](#)
- (2) CONTRACT NUMBER [# 2024-445](#)
- (3) JOB TITLE [N/A](#)
- (4) TOTAL # OF EMPLOYEES NEEDED FOR THIS PROJECT [DSW already has a sufficient and able workforce](#)
- (5) NUMBER OF POSITIONS [N/A](#)
- (6) CURRENTLY FILLED [all positions are currently filled](#)
- (a) TOTAL (b) # of SECTION 3 RESIDENTS
- (7) HIRING GOAL [DSW Homes, LLC is not planning to hire new employees for this project](#)
- (a) TOTAL (b) # of SECTION 3 RESIDENTS

**CERTIFICATION**

CERTIFICATION - THE INFORMATION ABOVE IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

  
\_\_\_\_\_  
Signature

[02/12/2024](#)  
\_\_\_\_\_  
Date

[Paul Judson, VP Purchasing and Estimating](#)  
\_\_\_\_\_  
(Print Name and Title)



City of Texas City, Texas  
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## FELONY CONVICTION NOTIFICATION

Any person and/or business entity that enters a contract with the City of Texas City must give advance notice to the City if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the contract. The City may require a substitution of employees in the performance of the contract.

The City may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at City's request.

\_\_\_\_\_  
I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: DSW Homes, LLC

Paul Judson

02/12/2024

Authorized Company Official's Name (Printed)

Date

My firm is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony.

(Write N/A if does not apply)

\_\_\_\_\_  
Signature of Company Official



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My firm has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony. (Write N/A if does not apply)

N/A

---

Signature of Company Official

Provide a general description of the conduct resulting in the conviction of a felony. (Write N/A if does not apply)

---

---

A handwritten signature in blue ink, appearing to read "Paul J. H.", is written over a horizontal line.

---

Signature of Company Official

Describe the role that the person(s) convicted of a felony will play in the performance of the contract.

---



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## CERTIFICATION OF BID

### CERTIFICATION and AUTHORIZATION

RFB # 2024-445

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished including the Texas Ethics Commission Certificate of Interested Parties Form 1295 and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid. Additionally, the undersigned affirms that the company is willing to sign the enclosed Exhibit A, Standard Form of Contract, if awarded the bid.

By submitting a bid/proposal, the vendor certifies that neither he, nor any co-owner of the organization submitting this proposal, is related to a member of the Mayor or City Commission of the City of Texas City within the first, second, or third degree of consanguinity (blood) or affinity (marriage).

Signed By:  Title: VP Purchasing and Estimating

Printed Name: Paul Judson Company Name: DSW Homes, LLC

Phone Number: (409) 744-3400 Email: info@dswhomes.com



City of Texas City, Texas  
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Bid Address:

41 19th ave N Texas City TX 77590 P.O. Box or

Street City State Zip

Order Address:

1650 E Winding Way Dr, Friendswood, TX 77546 P.O. Box or

Street City State Zip

Federal Tax ID Number: 27-133008

Date: 02/12/2024

N/A



City of Texas City, Texas  
Purchasing Department  
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## NOTICE OF NON-PARTICIPATION

RFB # 2024-445

### RECONSTRUCTION OF A RESIDENTIAL STRUCTURE

If, for some reason, you are not participating in the solicitation, PLEASE complete the following and return to:

**City of Texas City Purchasing Department**  
**1801 9<sup>th</sup> Ave N**  
**Texas City, TX 77590**

DO NOT return the solicitation packet.

Failure to respond may result in the removal of your organization from our current Vendor file.

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

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

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

Reason for no response to this RFB

Please check the items that apply:

Suitable, but engaged in other work.

Do not sell the item(s) required: \_\_\_\_\_

Can not be competitive.

Can not meet the specifications highlighted in the attached Bid.

Can not provide insurance required.



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Can not provide bonding required.

Can not comply with identification requirements.

Job too large.

Job too small.

Do not wish to do business with the City.

Other reasons; please explain.

---

---

---

Signature

Title

Date



City of Texas City, Texas  
Purchasing Department  
1801 9<sup>th</sup> Ave N  
Texas City, Texas 77590



**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.


**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name DSW Homes, LLC

Date 02/12/2024

By Paul Judson, VP Purchasing and Estimating  
Name and Title of Authorized Representative

Signature of Authorized Representative 



N/A no conflict of interest

City of Texas City, Texas  
 Purchasing Department  
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<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received	
<b>1</b> Name of vendor who has a business relationship with local governmental entity.		
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
<b>3</b> Name of local government officer about whom the information is being disclosed.	_____ Name of Officer	
<b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>		
<b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
<b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
<b>7</b>		
_____ Signature of vendor doing business with the governmental entity	_____ Date	

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2024-1122901

Date Filed:  
02/12/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

DSW Homes, LLC  
Galveston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Texas City

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFB # 2024-445  
General Contracting Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	GERRATT, DONALD	Friendswood, TX United States	X	

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is Paul Judson, and my date of birth is 10/15/1977.

My address is 1703 Tempe Street, League City, TX, 77573, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Galveston County, State of Texas, on the 12 day of February, 2024.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



City of Texas City, Texas  
Purchasing Department  
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**House Bill 89 Verification Form**

**Prohibition on Contracts with Companies Boycotting Israel**

The 85<sup>th</sup> Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

---

I, (authorized official) Paul Judson, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

DSW Homes, LLC

Company Name

Signature of Authorized Official

VP Purchasing and Estimating

Title of Authorized Official

02/12/2024

Date



City of Texas City, Texas  
Purchasing Department  
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### Non-Collusion Bidding Certificate

Section 103-d of the General Municipal Law requires every bid or proposal made to a political subdivision or any public department agency or official where competitive bidding is required by statute rule, regulation or local law, to contain a Non-Collusion Bidding Certificate in the following form:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid, each party thereto certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly being disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

DSW Homes, LLC

\_\_\_\_\_  
Legal Name of Person, Firm or Corporation

\_\_\_\_\_  
Authorized Signature

VP Purchasing and Estimating

\_\_\_\_\_  
Title



# DSW HOMES LLC

Unique Entity ID <b>DLSDMD8LA7N9</b>	CAGE / NCAGE <b>6UM90</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Apr 24, 2024</b>	
Physical Address <b>1650 E Winding WAY DR Friendswood, Texas 77546-5128 United States</b>	Mailing Address <b>1650 E Winding WAY DR Friendswood, Texas 77546-5128 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Texas 14</b>	State / Country of Incorporation <b>Texas / United States</b>	URL <b>www.dswhomes.com</b>

## Registration Dates

Activation Date <b>Apr 27, 2023</b>	Submission Date <b>Apr 25, 2023</b>	Initial Registration Date <b>Dec 6, 2012</b>
--	--	---

## Entity Dates

Entity Start Date <b>Nov 17, 2009</b>	Fiscal Year End Close Date <b>Dec 31</b>
--	---

## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

**Yes**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

**No**

## Executive Compensation Details

### Executive 1:

First Name:	<b>James</b>
Middle Initial:	<b>F</b>
Last Name:	<b>Schumer</b>
Position Title:	<b>Chair Emeritus</b>
Compensation Amount:	<b>910000</b>

### Executive 2:

First Name:	<b>Donald</b>
Middle Initial:	<b>B</b>
Last Name:	<b>Gerratt</b>
Position Title:	<b>CEO</b>
Compensation Amount:	<b>400000</b>

**Executive 3:**

First Name: **James**  
 Middle Initial: **D**  
 Last Name: **Yarbrough**  
 Position Title: **CFO**  
 Compensation Amount: **225000**

**Executive 4:**

First Name: **Paul**  
 Middle Initial: **C**  
 Last Name: **Judson**  
 Position Title: **VP Business Developm**  
 Compensation Amount: **175000**

**Executive 5:**

First Name: **Curtis**  
 Middle Initial:  
 Last Name: **Clayton**  
 Position Title: **VP Construction**  
 Compensation Amount: **200000**

**Proceedings Questions**

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

**No**

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

**Not Selected**

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

**Not Selected****Exclusion Summary**

Active Exclusions Records?

**No****SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes****Entity Types****Business Types**

Entity Structure	Entity Type	Organization Factors
<b>Corporate Entity (Not Tax Exempt)</b>	<b>Business or Organization</b>	<b>Limited Liability Company</b>
Profit Structure		
<b>For Profit Organization</b>		

**Socio-Economic Types**

**Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.**

**Financial Information**

Accepts Credit Card Payments

Debt Subject To Offset

**No****No**

EFT Indicator

CAGE Code

**0000****6UM90****Electronic Funds Transfer**

Account Type

Routing Number

Lock Box Number

**Checking****\*\*\*\*\*1122****(blank)**

Financial Institution

Account Number

**FIRST FINANCIAL BANK****\*\*\*\*\*0007379****Automated Clearing House**

Phone (U.S.)

Email

Phone (non-U.S.)

**4098833563****jason.stewart@dswhomes.com****(blank)**

Fax

**(blank)****Remittance Address****DSW HOMES LLC****1650 Winding WAY DR****Friendswood, Texas 77546****United States****Taxpayer Information**

EIN

Type of Tax

Taxpayer Name

**\*\*\*\*\*0085****Applicable Federal Tax****DSW HOMES LLC**

Tax Year (Most Recent Tax Year)

Name/Title of Individual Executing Consent

TIN Consent Date

**2022****President****Apr 25, 2023**

Address

Signature

**502 20TH Street****James Schumer****Galveston, Texas 77550****Points of Contact****Accounts Receivable POC**

✎

**Jason Stewart, Corporate Controller****jason.stewart@dswhomes.com****4097443400****Electronic Business**

✎

**Ashley Byrd****1650 E Winding WAY DR., BLDG. B****ashley.byrd@dswhomes.com****Friendswood, Texas 77546****4097443400****United States****Government Business**

✎

**Jed Webb, Vice President of Government****1650 E Winding WAY DR., BLDG. B****Affairs****Friendswood, Texas 77546****Jed.webb@dswhomes.com****United States****4097443400**

Paul Judson, Production Manager

502 20TH Street

**paul.judson@dswhomes.com****Galveston, Texas 77550****4097443400****United States****Service Classifications****NAICS Codes**

Primary

NAICS Codes

NAICS Title

**Yes****236116****New Multifamily Housing Construction (Except For-Sale Builders)****236115****New Single-Family Housing Construction (Except For-Sale Builders)**

236117	New Housing For-Sale Builders
236118	Residential Remodelers
236220	Commercial And Institutional Building Construction
238130	Framing Contractors
238160	Roofing Contractors
238170	Siding Contractors
238220	Plumbing, Heating, And Air-Conditioning Contractors
238310	Drywall And Insulation Contractors
238320	Painting And Wall Covering Contractors
238330	Flooring Contractors
238340	Tile And Terrazzo Contractors
238350	Finish Carpentry Contractors
238990	All Other Specialty Trade Contractors
541219	Other Accounting Services
561730	Landscaping Services
561790	Other Services To Buildings And Dwellings
562910	Remediation Services
562998	All Other Miscellaneous Waste Management Services
611210	Junior Colleges
623990	Other Residential Care Facilities
624190	Other Individual And Family Services
624210	Community Food Services
624221	Temporary Shelters
624229	Other Community Housing Services
624230	Emergency And Other Relief Services
722310	Food Service Contractors
811412	Appliance Repair And Maintenance
811490	Other Personal And Household Goods Repair And Maintenance
812990	All Other Personal Services
814110	Private Households

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**Product and Service Codes**

PSC	PSC Name
4510	Plumbing Fixtures And Accessories
5650	Roofing And Siding Materials
C1FA	Architect And Engineering- Construction: Family Housing Facilities
J045	Maintenance, Repair, And Rebuilding Of Equipment- Plumbing, Heating, And Waste Disposal Equipment
N045	Installation Of Equipment- Plumbing, Heating, And Waste Disposal Equipment
Y1AA	Construction Of Office Buildings
Y1AB	Construction Of Conference Space And Facilities
Y1AZ	Construction Of Other Administrative Facilities And Service Buildings
Y1FA	Construction Of Family Housing Facilities

Y1FZ	Construction Of Other Residential Buildings
Y1JZ	Construction Of Miscellaneous Buildings
Y1LB	Construction Of Highways, Roads, Streets, Bridges, And Railways
Y1PA	Construction Of Recreation Facilities (Non-Building)
Y1PC	Construction Of Unimproved Real Property (Land)
Z1EZ	Maintenance Of Other Industrial Buildings
Z1FA	Maintenance Of Family Housing Facilities
Z1FC	Maintenance Of Troop Housing Facilities
Z1FZ	Maintenance Of Other Residential Buildings
Z1HA	Maintenance Of Government-Owned Contractor-Operated (Goco) R&D Facilities
Z1HB	Maintenance Of Government-Owned Government-Operated (Gogo) R&D Facilities
Z1HC	Maintenance Of Government-Owned Contractor-Operated (Goco) Environmental Laboratories
Z1HZ	Maintenance Of Government-Owned Government-Operated (Gogo) Environmental Laboratories
Z1JZ	Maintenance Of Miscellaneous Buildings
Z200	Repair Or Alteration Of Structures And Facilities
Z2AA	Repair Or Alteration Of Office Buildings
Z2AZ	Repair Or Alteration Of Other Administrative Facilities And Service Buildings
Z2FA	Repair Or Alteration Of Family Housing Facilities
Z2FC	Repair Or Alteration Of Troop Housing Facilities
Z2FZ	Repair Or Alteration Of Other Residential Buildings
Z2GZ	Repair Or Alteration Of Other Warehouse Buildings
Z2HA	Repair Or Alteration Of Government-Owned Contractor-Operated (Goco) R&D Facilities
Z2HB	Repair Or Alteration Of Government-Owned Government-Operated (Gogo) R&D Facilities
Z2HC	Repair Or Alteration Of Government-Owned Contractor-Operated (Goco) Environmental Laboratories
Z2HZ	Repair Or Alteration Of Government-Owned Government-Operated (Gogo) Environmental Laboratories
Z2JZ	Repair Or Alteration Of Miscellaneous Buildings
Z2PZ	Repair Or Alteration Of Other Non-Building Facilities
Z2QA	Repair Or Alteration Of Restoration Of Real Property (Public Or Private)

## Size Metrics

### IGT Size Metrics

Annual Revenue (from all IGTs)

**(blank)**

### Worldwide

Annual Receipts (in accordance with 13 CFR 121)

**\$113,600,000.00**

Number of Employees (in accordance with 13 CFR 121)

**92**

### Location

Annual Receipts (in accordance with 13 CFR 121)

**(blank)**

Number of Employees (in accordance with 13 CFR 121)

**(blank)**

**Industry-Specific**

Barrels Capacity  
**(blank)**

Megawatt Hours  
**(blank)**

Total Assets  
**(blank)**

**Electronic Data Interchange (EDI) Information**

This entity did not enter the EDI information

**Disaster Response**

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
<b>(blank)</b>	<b>(blank)</b>

States <b>Any</b>	Counties <b>(blank)</b>	Metropolitan Statistical Areas <b>(blank)</b>
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