Document A310TM - 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Romo Contractors LLC

2710 Zacatecas St.

Laredo, TX 78046

OWNER:

(Name, legal status and address)

Webb County Purchasing Department

1110 Washington St., Ste. 101,

Laredo, TX 78040

SURETY:

(Name, legal status and principal place of business)

Frankenmuth Mutual Insurance Company

One Mutual Avenue

Frankenmuth, MI 48787-0001

Mailing Address for Notices

Frankenmuth Mutual Insurance Company One Mutual Avenue

Frankenmuth, MI 48787-0001

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Greatest Amount Bid

(5% G.A.B.)

PROJECT:

(Name, location or address, and Project number, if any)

"Self Help Center – Housing Rehabilitation Program Texas Department of Housing and Community Affairs (TDHCA) Contract No. 7220013"

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

| Signed and scaled this 1st / day of April | 2022 |
|---|---|
| Per Man | Romo Contractors LLC (Principal) (Seal |
| (Witness) | By: A |
| | (Title) Project Marger |
| Overa Sch | Frankenmuth Mutual Insurance Company (Surety) (Seut |
| (Witness) Lorena Gutierrez | By: Jun Z |
| C | (Tille) Russ Frenzel Attorney-in-Fact |

S-0054/AS 8/10

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

You may contract the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104 Austin, Texas 78714-9104 Fax No. (512) 475-1771

PREMIUM or CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

Notice of Applicability of Chapter 2253 of the Texas Government Code These bonds are furnished in an attempt to comply with Chapter 2253 of the Texas Government Code. These bonds shall be construed to comply with such Chapter regarding the rights created, limitations on those rights, and remedies provided. Any provision in the bonds to which this Rider is attached that expands or restricts a right or liability under such Chapter shall be disregarded, and such Chapter shall apply to these bonds.

FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Brady K. Cox, Brock Baldwin, Russ Frenzel, Keith Rogers, Blaine Allen, Chandler Nazzal, Brent Baldwin, Sam Freireich, John Aboumrad, Cynthia Alford, William D. Baldwin

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.

Frankenmuth Mutual Insurance Company

Frederick A. Edmond, Jr., President and Chief Operating Officer

STATE OF MICHIGAN S

COUNTY OF SAGINAW) ss:
Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

Dianne L. Voss, Notary Public

Saginaw County, State of Michigan My Commission Expires July 23, 2024

I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 1st day of April

Andrew H. Knudsen, Vice President

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

THIS FORM MUST BE INCLUDED WITH RFP PACKAGE; PLEASE CHECK OFF EACH ITEM INCLUDED WITH RFP PACKAGE AND SIGN BELOW TO COMFIRM SUBMITTAL OF EACH REQUIRED ITEM.

ITB 2022-012 "Self Help Center – Housing Rehabilitation Program TDHCA Contract No. 7220013"

| Bid Form Signed & Dated |
|--|
| ☐ Bidder Information Form |
| ☑ TDHCA – Section 3 Business Certification Form |
| Federal Labor Standards Provisions |
| ☑ Conflict of Interest form (Form CIQ) |
| Certification regarding Debarment (Form H2048) |
| Certification regarding Federal lobbying (Form 2049) |
| ☐ Proof of No Delinquent Tax Owed to Webb County |
| Purchasing Ethics Affidavit Form |
| ☑ Workers' Compensation Insurance Requirements – TAC 110.110 (c) (7) |
| |

Signature of Bidder/Date

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Bidder Information

| Name of Company: Komp Contractors, UC |
|---|
| Address: 2710 Zacatecas St. |
| City and State Lavedo, TX. |
| Phone: 950-231-9142 |
| Email Address: <u>nelso Exomo contractors com</u> |
| Signature of Person Authorized to Sign: Signature Nelso Mohna Print Name Managing Member Title |
| Indicate status as to "Partnership", "Corporation", "Land Owner", etc. |
| Partnership |
| |
| Note: All submissions relative to this ITB shall become the property of Webb County and are nonreturnable |

*Please place this form as your cover page for this ITB package.

Juan Guerrero, at (956)523-4125.

If any further information is required, please call the Webb County Contract Administrator,

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| Applicant/Homeowner: | Ana Maria Chapa | County: | Webb |
|----------------------|--------------------------|-----------------------------|---------|
| Property Address: | 127 West Eleventh Street | CSHC Contract #: | 7220013 |
| | Bruni, Texas 78344 | Date of Initial Inspection: | 10/7/21 |
| Colonia: | Bruni, TX | Date of Work Write-Up: | 12/7/21 |

General Specifications and Requirements for all Housing Rehabilitation Contracts:

- 1. All products and materials shall be new in unopened containers and/or packaging.
- 2. The contractor shall clean construction debris from the dwelling and site to a dumpster or legal landfill at least once each week, and leave the property in broom clean condition. In occupied dwellings, debris shall be removed from living guarters daily.
- 3. Installation of all products and materials shall be according to the manufacturer's instructions.
- 4. "Install" means to purchase, deliver, set up, test and warrant a new component.
- "Replace" means to remove and dispose of original material, purchase new material, deliver, install, test and warrant.
- 6. "Repair" means to return a building component to like new condition through replacement of parts, adjustment and recoating of parts.
- 7. "Reinstall" means to remove, clean, store and install a component.
- 8. Items identified as required for locally adopted housing standards (Housing Quality Standards, code or other applicable standard as detailed in Program Guidelines) must be performed/installed prior to final payment.
- 9. A detailed list of work items identified by location (i.e. North, South, East, or West sides) or room shall be included.
- 10. Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.
- 11. New materials shall be matched with existing materials so that patching work is consistent with surrounding surfaces.
- 12. All Change Orders must be approved by TDHCA prior to changed or additional work is performed.
- 13. Any additional cost due to product or material upgrades is solely the contractor's expense unless authorized by the Contract Administrator and approved by TDHCA.
- 14. The contractor shall not enter into separate side agreements with the homeowner (or anyone else) to do additional work outside of the Work Write-up or in exchange for work on the Work Write-up.
- 15. Payment requests shall be based on satisfactory completion of individual or groups of spec items, verified by the Contract Administrator.
- 16. The contractor is responsible for, and shall verify all field dimensions, sizes, quantities, square footages, lineal footages, etc. before ordering materials, products or supplies. Quantities, square footages, linear footages, etc. listed on the Work Write-up are for the convenience of the contractor. THDCA and the Contract Administrator neither make nor imply any guarantee for the accuracy of these numbers.
- 17. All electrical work must meet the National Electrical Code adopted by the city or by the state for counties and be completed by a state licensed electrician.
- 18. All plumbing work must meet the International Plumbing Code adopted by the city or by the state for counties and be completed by a state licensed plumber.
- 19. On-site portable toilets and dumpsters (or other means of debris removal) shall be provided by the contractor.
- 20. If digging is required for building a ramp, the contractor is responsible for utilities located prior to breaking ground.
- 21. Contractor is responsible to comply with all applicable permitting requirements.
- 22. Contractor is responsible for ensuring that new work does not violate or encroach on property lines, setbacks or easements.

Form 12 - Work Write-up Page 1 of 5
May 1, 2009

| Inspection Item | Description and exact location of ltem Type and action required and/or needed (expand fields if necessary) | Square feet, linear feet, or # of items | Estimated cost per sf, lf, or per item (including labor) | Total Hard Costs | Required for TMCS- Yes/No |
|--------------------------|--|--|--|---------------------|------------------------------|
| Site Work | | • | | | |
| Dumpster | | 1 | \$1,000.00 | \$1,000.00 | |
| Site Toilet | | 1 | \$1,000.00 | \$1,000.00 | |
| Other | | | Cita Caati | \$0.00 | |
| I. Structural Systems | | | Site Cost: | \$2,000.00 | |
| Foundation | level the rear of the House to the front. | 1 | \$4,000.00 | \$4,000.00 | |
| Grading/drainage | | | | \$0.00 | |
| Roof | Re- Roof entire House Stucture, install #15 underlayment, Ridge cap Venting and 3 tab shingles with a 25 Year warranty, home owner choice of color. Will also need Gutters, Soffit, Fascia, Venting, Downspouts and splash blocks. | 1300 | \$14.00 | \$18,200.00 | |
| Insulation | | | | \$0.00 | |
| Interior walls | Repair cracked walls of the back rooms of the house, then Prime and Paint with home owner approved color | 1200 | \$2.50 | \$3,000.00 | |
| Exterior Walls | Primer and paint with High Quality exterior latex paint, to include all exterior wood that is replaced with the re-roofing. Owner to choose color | | | | |
| | | 1216 | \$2.50 | \$3,040.00 | |
| Ceilings | Repair of Popcorn Ceiling where there is damage in parts of the house | 1 | \$1,000.00 | \$1,000.00 | |
| Floors Option 1 | Remove all flooring From Kitchen, Hallway to restroom and Restroom and install laminate wood flooring. Owner choice of color | 500 | \$1.80 | \$900.00 | |
| Floors Option 2 | Remove all flooring From Kitchen, Hallway to restroom and Restroom and install VCT flooring. Owner choice of color | 500 | \$1.50 | \$750.00 | |
| Floors Option 3 | Remove all flooring From Kitchen, Hallway to restroom and Restroom and install linoleum flooring. Owner choice of color | 500 | \$2.50 | \$1,250.00 | |
| Floors Option 4 | Remove all flooring From Kitchen, Hallway to restroom and Restroom and install Ceramic Tile flooring. Owner choice of color | 500 | \$2.50 | \$1,250.00 | |
| Interior doors AC Closet | AC Closet Door Installed with non locking Round knob, any finish on hardware (Chrome, Satin, Brushed | 4 | | | |
| | Nickel, etc) Prime and Paint | [] | \$1,200.00 | \$1,200.00 | . pm |

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Form 12 - Work Write-up

May 1, 2009

| Interior Doors Bedroom | Install a bedroom door, hollow core | | | | |
|--------------------------|--|------------|---------------|-------------|-------------|
| | painted to match, regular locking | | | | |
| | Single Lever (Chrome, Satin, Brushed | | | | |
| | Nickel, etc) and base board mounted | | | | |
| | rubber tipped door stop. Prime and | | | | |
| | Paint | 1 | \$1,000.00 | \$1,000.00 | |
| Exterior doors | Install 2 Pre Hung (36" X 80") and (32' | | | | |
| | X 80") Energy Star Qualified Exterior | | | | |
| : | Doors prehung double bore exterior | • | | | |
| | door, with trim installed on both sides, | | | | |
| | Re-use exisiting knob and dead bolt. | | | | |
| | Prime and Paint | 2 | \$1,500.00 | \$3,000.00 | |
| Windows and screens | Replace and Install Energy Star | | | | |
| | Qualified with low-e coating, max U | | | | |
| | factor of 0.40 & SHGC of 0.35. In | | | ' | |
| | each Bed Room should have one | | | | |
| | double hung 3'X5' egress (Bedroom | | } | | |
| | 1) only has one window to replace to | | | | |
| | 3'X5'. (Bedroom 2) has 2 windows, | | | | |
| | replace one with the 3'X5'. (Master | | | | |
| | Bedroom) has 2 windows, replace | | · | | |
| | one with the 3'X5' | 3 | \$800.00 | \$2,400.00 | |
| Windows and screens | Repair 1 (35" X 24") Make sure it | | | | |
| washroom and boiler room | locks. | | | | |
| | | 1 | \$300.00 | \$300.00 | |
| Porch/deck/carport | Repair, Porch landing wood and steps | | | | |
| | to the front door, Prime and Paint with | | | | |
| | water seal protective paint. Install 2 | | | | |
| | Steel Support beams to Carport for | | | | |
| | support of corner carport roof | | | | |
| | , | 1 | \$2,500.00 | \$2,500.00 | |
| Other | | | | \$0.00 | |
| | | Structural | Systems Cost: | \$43,790.00 | |
| II. Electrical Systems | | | | | |
| Service entrance/panel | Rewire house to comply with 2017 | | | | |
| | NEC. Install a 200 Amp, 12 space 24 | | | | |
| | circuit outdoor main breaker load | | | | |
| | center with whole home cut off switch | | | | |
| | along the same side wall. No higher | | | | |
| | than 48 " AFF. Install weatherhead | | | | |
| | breaker box to be located inside of | | | | |
| | the home | 1 | \$8,000.00 | \$8,000.00 | |
| Branch circuits | | | | \$0.00 | |
| Light fixtures | | | | \$0.00 | |
| Ceiling fans | | | | \$0.00 | |
| Receptacles/cover plates | Replace GFI Receptacles in the | | | | |
| • | restroom and kitchen | 4 | \$150.00 | \$600.00 | |
| Other | | | | \$0.00 | |
| | | Electrical | Systems Cost: | \$8,600.00 | |
| | nd Air Conditioning Systems | | | | |
| Heating system | | | | \$0.00 | |
| Cooling system | | | | | |
| Ducts/chases/vents | | | | \$0.00 | |
| | | | HVAC Cost: | \$0.00 | |
| | | ' | | | |

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Form 12 - Work Write-up

May 1, 2009

| IV. Plumbing System | | | | | |
|----------------------|--|----------|----------------|-------------------|--|
| Kitchen sink | Replace Kitchen Sink with Single | Ī | | | |
| | Lever faucet, water lines and | | | | |
| | plumbed. Faucet must be Water | | | | |
| | Sence Qualified | 1 | \$600.00 | \$600.00 | |
| Bathroom sink/vanity | Repair 30" Vanity Cabinet, Replace | j | | | |
| | counter and sink with Faucet, water | | | | |
| | lines and plumbed water sence | : | | | |
| | Qualified | 2 | \$400.00 | \$800.00 | |
| Toilets | Repair both Toilets in both | | | | |
| | Bathrooms, ensure they flush and | | | | |
| | drain properly. | 2 | \$200.00 | \$400.00 | |
| Tub/shower | Restroom Shower tile removal and | | | | |
| | replace with Fiber Glass Insert, | | | | |
| | Rebuild Threshold, Max 5" above | | | | |
| | finished shower floor. Install cement | | | | |
| | board on new wet wall.; adjust drain | į | | | |
| | as needed. Utilizing siliconized grout | | | | |
| | for inside verticle corners. Shower | | | j | |
| | head and faucet water sence | | | | |
| | Qualified | 1 | \$4,000.00 | \$4,000.00 | |
| Hose bib | Install backflow preventer, relocate all | | | | |
| | hose bibs to be installed through | | | | |
| | exterior wall and seal all penetrations | | | | |
| | | 1 | \$150.00 | \$150.00 | |
| Water heater | Water Heater needs to be re installed | | | | |
| | and have the plumbing behind the | | | | |
| | wall plumbed correctly for correct | | | | |
| | connection of Washer and drain for | | | | |
| | wasker and correct installation of | | | | |
| | Boiler | 1 | \$3,000.00 | \$3,000.00 | |
| Septic System | | | | \$0.00 | |
| Other | | | | \$0.00 | |
| | | Plumbing | System Cost: | \$8,950.00 | |
| V. Appliances | | | | | |
| Range/oven/cook top | | | | \$0.00 | |
| Exhaust vents | | | | \$0.00 | |
| Bathroom heaters | | | | \$0.00 | |
| Refrigerator | | | | \$0.00 | |
| Other | | | | \$0.00 | |
| Cabinets | L | App | oliances Cost: | \$0.00 | |
| Base cabinets | Repair 2 (8 foot Base Cabinet), | 1 | | T | |
| Dago odbinota | Home owner will choose the stain and | | | 1 | |
| | hardware | 2 | \$1,500.00 | \$3,000.00 | |
| Wall cabinets | Repair 1 (8 foot Wall Cabinet) and 1 | | Ψ1,000.00 | Ψ0,000.00 | |
| vvaii capinets | (10 foot wall Cabinet), Home owner | | | | |
| | will choose the stain and hardware | 2 | \$1,500.00 | \$3,000.00 | |
| Other | will choose the stall and hardware | | Ψ1,500.00 | \$0.00 | |
| Ouici | | | abinets Cost: | \$6,000.00 | |
| | Ĺ | | abiliets Cost: | φο,υυυ.υ <u>υ</u> | |

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Form 12 - Work Write-up

May 1, 2009



Miscellaneous Smoke Alarms Install in each bedroom, and in the hallway immediately adjacent to bedrooms. Photoelectric, interconnected, Hardwired with battery back up smoke alarms Other Other Miscellaneous Cost: \$600.00

| Work Write-Up and Cost Estimate: Summary | | | | |
|---|-------------|---------|--|--|
| Estimated Costs: | \$69,940.00 | | | |
| Name of Person that prepared this e | estimate | | | |
| | | 3/31/27 | | |
| Signature of Estimate Preparer | | Date | | |
| Signature of Applicant (Homeowner) | | Date | | |
| Signature of County Representative designated through a formal agreem | | Date | | |

Form 12 - Work Write-up Page 5 of 5
May 1, 2009

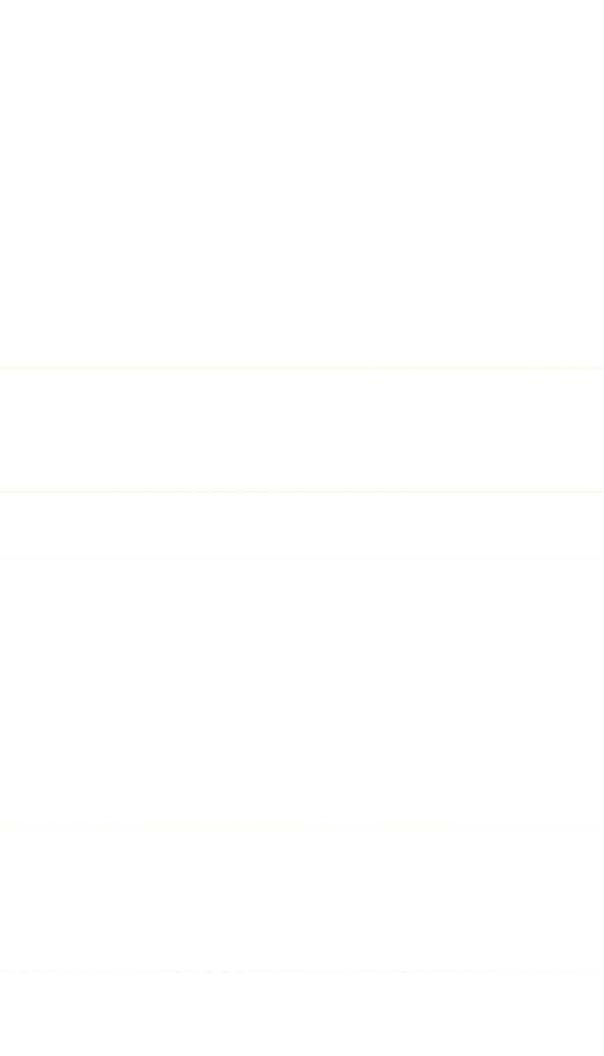
| CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity | FORM CIQ |
|---|---------------------------------|
| This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. | OFFICE USE ONLY |
| This questionnaire is being filed in accordance 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). | Date Received |
| 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. | |
| A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. | |
| Name of vendor who has a business relationship with local governmental entity. | |
| Romo Contractors, LLC | |
| Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.) | |
| Name of local government officer about whom the information is being disclosed. | |
| NIA | |
| Name of Officer | |
| officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary. | n additional pages to this Form |
| A. Is the local government officer or a family member of the officer receiving or like other than investment income, from the vendor? | kely to receive taxable income, |
| Yes No | |
| B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable in local governmental entity? | |
| Yes | |
| Describe each employment or business relationship that the vendor named in Section 1 ma other business entity with respect to which the local government officer serves as an of ownership interest of one percent or more. | |
| NA | |
| Check this box if the vendor has given the local government officer or a family member o as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.00 | |
| | 0.00 () |

Form provided by Texas Ethics Commission

Signature of vendor doing business with the governmental entity

www.ethics.state.tx.us

Revised 11/30/2015



Texas Department of Form H2048 Agriculture January 2008

CERTIFICATION

REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

PART A.

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

- 1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
- 2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
- 4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, as applicable.

| Do you have or do you anticipate having subcontractors u \square Yes | under this proposed contract |
|--|------------------------------|
| ☑ No | |



Form H2048 Page 2/01-2008

- 5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
- 6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
- 7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA may pursue available remedies, including suspension and/or debarment.

PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

| nor its principals is pres | certifies, by submission of this certifiently debarred, suspended, proposed excluded form participation in this country by the State of Texas. | for debarment, declared |
|------------------------------|--|-------------------------|
| certification. In this insta | is unable to certify to one or more of ance, the potential contractor must att to which he is unable to make certification. | tach an explanation for |
| Name of Contractor | Vendor ID No. or Social Security No. | Program No. |
| Romo Contractors | 45-544744 | |
| | | 3/31/22 |

Printed/Typed Name and Title of Authorized Representative

Signature of Authorized Representative

Texas Department of Form H2049
Agriculture January 2008

CERTIFICATION REGARDING FEDERAL LOBBYING (Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No federally appropriated funds have peen paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)

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| 3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly. | | | | | |
|---|------------|-------|--|--|--|
| Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☐ No | | | | | |
| Name of Contractor/Potential | | | | | |
| Romo Contractors, U.C. | 45-5447449 | | | | |
| Name of Authorized Representative | Title | | | | |
| Nelso Morna | Managing M | ember | | | |
| 3/31/22 | | | | | |
| Signature - Authorized Represent | ative Da | ate | | | |
| | | | | | |

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

| Name Nelso Moline owes no delinquent property taxes to Webb County. |
|---|
| Romo Contractors owes no property taxes as a business in Webb County. (Business Name) |
| Owes no property taxes as a resident of Webb County. (Business Owner) |
| Patricia Contreras / Person who can attest to the above information |
| $\ensuremath{^{*}}$ SIGNED NOTORIZED DOCUMENT AND PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY. |
| The State of Texas County of Webb Before me, a Notary Public, on this day personally appeared |
| Given under my hand and seal of office this 3/ day of March 20 27. |
| Notary Public, State of Texas PATRICIA MICHELLE CONTRERAS Notary Public, State of Texas Comm. Expires 06-24-2025 Notary ID 133175669 Patricia Contrera (Print name of Notary Public here) |
| My commission expires the day of June 2075. (Print name of Notary Public here) |

WEBB COUNTY PURCHASING DEPT. QUALIFIED PARTICIPATING VENDOR CODE OF ETHICS AFFIDAVIT FORM

| STATE OF TEXAS * |
|--|
| COUNTY OF WEBB * KNOW ALL MEN BY THESE PRESENTS: |
| BEFORE ME the undersigned Notary Public, appeared the herein-named "Affiant", who is a resident of the County, State of the land upon his/her respective oath, either individually and/or behalf of their respective company/entity, do hereby state that I have personal knowledge of the following facts, statements, matters, and/or other matters set forth herein are true and correct to the best of my knowledge. |
| I personally, and/or in my respective authority/capacity on behalf of my company/entity do hereby confirm that I have reviewed and agree to fully comply with all the terms, duties, ethical policy obligations and/or conditions as required to be a qualified participating vendor with Webb County, Texas as set forth in the Webb County Purchasing Code of Ethics Policy posted at the following address: http://www.webbcountytx.gov/PurchasingAgent/PurchasingEthicsPolicy.pdf |
| I personally, and/or in my respective authority/capacity on behalf of my company/entity do hereby further acknowledge, agree and understand that as a participating vendor with Webb County, Texas on any active solicitation/proposal/qualification that I and/or my company/entity failure to comply with the Code of Ethics policy may result in my and/or my company/entity disqualification, debarment or make void my contract awarded to me, my company/entity by Webb County. I agree to communicate with the Purchasing Agent or his designees should I have questions or concerns regarding this policy to ensure full compliance by contacting the Webb County Purchasing Dept. via telephone at (956) 523-4125 or e-mail to the Webb County Purchasing Agent to joel@webbcountytx.gov. |
| Executed and dated this 31 day of March, 2022 Signature of Affiant |
| Printed Name of Affiant/Company/Entity |
| SWORN to and subscribed before me, this Appendix Notary Public, State of Texas Comm. Expires 06-24-2025 Notary ID 133175669 Application of Texas Notary Public STATE OF TEXAS |