



CITY OF PLANO
HOUSING REHABILITATION PROGRAM
CONTRACTOR APPLICATION

If you need more room to answer questions, please attach additional sheets

Complete Name of Company: _____

Company Owner (s): _____

Complete Address: _____

Home Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Web Site: _____

Company Federal ID (Tax) Number: _____

Social Security Number of Company Owner(s) _____

How long has your company been doing business under this name? _____

DUNS number (required): _____ If no DUNS number, you may obtain one at:

http://www.dnb.com/get-a-duns-number.html

www.SAM.gov Cage Number: _____ If no Cage Number, you may obtain one by registering with www.SAM.gov.

If the company name has changed, what was the original name (s) (Company Name) (Address) (Dates)

Is your company a: () Sole Proprietorship () Partnership () Corporation

If your company is a corporation, corporate charter number _____

If not incorporated in Texas, where _____

Attach a copy of Certificate of Incorporation and Articles of Incorporation

If your company is a partnership, please list the names and addresses of the partners below. If your company is a corporation, list the officers of the corporation below, along with their titles and addresses.

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

What is the company's average monthly earnings \$ _____

Have you ever failed to complete any work or defaulted on a contract awarded to you? If so, when, where, and why? _____

REFERENCES:

BANK – What is the amount of your line of credit through your bank? _____

Name	Address	Account No.	Approx. Balance

MATERIAL SUPPLIERS (include additional pages as needed) (minimum of three is required)

Name	Address	Type of Material	Charge Account

SUB-CONTRACTORS (include additional pages as needed) (minimum of three is required)

Name	Address	Phone	Type Work

WORK-IN-PROGRESS:

List the names, addresses, phone numbers and dollar value of three of your jobs in progress, or jobs finished within the last six months.

Name	Address	Phone	Job Value

TRADE/INDUSTRY: (minimum of 3 is required)

List the names and addresses of trade or membership organizations:

Name	Address	Phone	Job Value

COMPLETED PROJECT REFERENCES: (minimum of 10—must be less than two years old)

List the names and addresses of the homeowner's project:

Name	Address	Phone	Job Value

PERSONAL REFERENCES:

Name	Address	Phone
_____	_____	_____
_____	_____	_____

Has your company ever been a party to or involved in any action related to discrimination based upon race, color, nationality, sex, religion, handicap, familial status, or national origin? If so, give full details.
Yes_____ No_____

Has the company ever caused a lien for material or mechanical work default payment to be placed against a homeowner? If so, when, where and why? Yes____ No____

Do you or your company have any outstanding unresolved judgments, liens for non-payment of material, or mechanical work? If so, when, where and why? Yes____ No____

Will these outstanding unresolved judgments and liens impede your ability to perform under the Housing Rehabilitation Program? Yes_____ No_____

Have you ever filed bankruptcy?_____If yes, please give dismissal dates.

Do you or your company have any criminal convictions or indictments? If so, when, where and why? Yes____ No____

Will these criminal convictions or indictments impede your ability to perform under the Housing Rehabilitation Program? Yes_____ No_____

Name (s) authorized to sign contracts, bids, contract changes and endorse checks.

Name_____Title_____

Do you or your company have any ongoing litigation that will impede its ability to complete the terms and conditions of a Housing Rehabilitation Construction Contract? Yes_____No_____

If so provide details_____

MINIMUM SUPPORTING DOCUMENTATION:

- Articles of incorporation, as appropriate
- Certificate of Formation with the Texas Secretary of State
- Certificate of Insurance
- Affidavit of No Collusion

- Affidavit of No Prohibitive Interest Form
- Contractor's Certification of Eligibility
- Bankruptcy Affidavit
- Letter of reference from financial institution to include the following:
 - The number of times within the most current six-month period that the Vendor has been overdrawn on any business account at their bank(s)
 - The total business assets under bank control
 - The number and amount of each business revolving line of credit within past 6 months
 - Average balance of business account the past 6 months
 - Verification of separation between business and personal accounts
- Other forms or financial information required by Community Services rehabilitation staff necessary to complete the approval process
- Execution of Contractors Policies and Procedures Affidavit

APPROVAL:

Your acceptance to the City's Vendor List or contract award is a function of the following parameters:

- Technical interview with Housing Rehabilitation Estimators
- Completed application and related forms indicated above
- Evidence of City of Plano's minimum insurance requirements
- Demonstrated verifiable experience and skill as evidenced by survey of references provided
- Evidence of current licensing, as required by project work specifications
- Financial capacity to obtain adequate material, labor and resources to complete work on qualified projects
- Maintaining in Good Standing as defined by the Housing Rehabilitation Program Requirements
- Neither the contractor nor his/her subcontractor may appear on HUD's Excluded Party List
- Record of excellent customer satisfaction as evidenced by survey of references provided
- Current Certificate of Formation as verified through the following link:
<https://sosdirectws.sos.state.tx.us/pdfondemand/CertValidation.aspx>
- Other information listed in the bid package, if any. Note: City staff may request additional information in the event the information provided in the bid/application package is inadequate, incomplete, unclear or misleading. If the information is not provided within 30 days from the date of the request, the application may be denied.

CERTIFICATION AND AUTHORIZATION FOR RELEASE OF INFORMATION

I/we hereby certify that the above statements and other information included with this application are true and complete to the best of my knowledge. I/we further understand that the City of Plano's Community Services office will keep all the information confidential and use such information only to verify the qualification of the undersigned as a home improvement contractor. I/we hereby authorize the City of Plano to obtain a written credit report on the individual, partnership, or corporation that is applying; and to obtain said credit reports, verify financial capability, references and any other information included as part of this application as it deems fit and necessary, throughout my participation in the Housing Rehabilitation Program to ensure my/our ongoing eligibility to participate in the said Program. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City of Plano's Community Services office in verification of the recitals comprising this Statement of Qualifications. By signing and returning this form to the Housing Rehabilitation office, I

acknowledge that my company has received, reviewed, and agrees to abide by the Housing Rehabilitation Policies and Procedures. I acknowledge and understand that my company and I must meet on a continuous basis the qualifying criteria for participation in the Housing Rehabilitation Program. I also agree that in the event I fail to follow any existing or future guidelines set forth by the City of Plano Housing Rehabilitation office my company may be suspended AND/OR permanently debarred from the program.

Applicant Certification – Accuracy of Information:

The applicant certifies that all information given and furnished in this application is given for the purpose of obtaining contractual opportunities through the City of Plano’s Housing Rehabilitation Program. The applicant also certifies that all information is true and complete to the best of the applicant’s knowledge and beliefs. The applicant also understand that incomplete, incorrect, or false information on the applicant application and provided in this will make the applicant liable for reimbursement to the City of Plano any compensation made for work completed on approved housing rehabilitation projects, and are grounds for denial of compensation or suspension or permanent disbarment from the Housing Rehabilitation Program. The applicant additionally certifies that he/she is the owner or legal representative of the company with the authority to contract on its behalf.

Penalty for False or Fraudulent Statement:

The applicant understands that the U.S.C. Title 18, Part I, Chapter 47, Sec. 1001, provides for restitution and punishment for knowingly and willfully falsifying, or making any fictitious or fraudulent statements or representation, or making or using a false writing or document knowing the same to contain false, fictitious, or fraudulent statement or entry in any matter within the jurisdiction of any department or agency of the Government of the United States.

_____	_____	_____
Signature	Title	Date
_____	_____	_____
Signature	Title	Date

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
 COUNTY OF COLLIN §

THIS INSTRUMENT was acknowledged before me on the ____ day of _____ 20__, by .

 Notary Public, State of Texas

Completed applications are forwarded to Community Services, Planning Department, City of Plano, 1520 K Avenue, Suite 250, Plano, TX 75074. For information or questions, please call 972-941-7151. Faxed application forms are not acceptable. Incomplete application packages will not be processed.



CITYOF PLANO
HOUSING REHABILITATION PROGRAM
AFFIDAVIT OF NO COLLUSION

The Contractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest will in any way collude, conspire, connive or agree, directly or indirectly with any other contractor, bidder, firm or person to submit a sham bid or proposals for any contract work (emergency or non-emergency work). The Contractor or any of its officers, partners, owners, agents, representatives, employees, or parties in interest will refrain from bidding or accepting a contract, that has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, contractor, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the City of Plano, Texas in the Counties of Collin and Denton or any person interested in the proposed Contract.

The Contractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest will quote a price or contract amount for any existing or future contract that is fair and proper and is not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Company Name: _____ Company Tax ID #: _____

Contractor/Subcontractor: _____

Signature _____ Date _____
Contractor/Subcontractor: Authorized Official

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF COLLIN §

THIS INSTRUMENT was acknowledged before me on the _____ day of _____ 20____,
by _____.

Notary Public, State of Texas



**CITY OF PLANO
HOUSING REHABILITATION PROGRAM
AFFIDAVIT OF NO PROHIBITED INTEREST AND
COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE**

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of _____, a _____ (type of company structure) organized under the laws of the State of _____, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of _____, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

“No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council.”

B. Equal Rights Compliance

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

“It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;

- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic.”

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); *or* my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

_____A religious organization.

_____A political organization.

_____An educational institution.

_____A branch or division of the United States government or any of its departments or agencies.

_____A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

_____A private club that is restricted to members of the club and guests and not open to the general public.

_____Is not an “employer” under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

Organization Name

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20__.

Notary Public, State of Texas



CITY OF PLANO
HOUSING REHABILITATION PROGRAM
CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The undersigned bidder or subcontractor certifies, to the best of his knowledge and belief, that: neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency, or program, and to participate in HUD programs pursuant to 24 CFR Part 24.

Where either the bidder or subcontractor is unable to certify to any of the above statements, the bidder or subcontractor will attach an explanation as to why a certification cannot be submitted.

Company Name: _____ Company Tax ID #: _____

Contractor/Subcontractor: _____

Signature _____
Contractor/Subcontractor: Authorized Official

Date

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF COLLIN §

THIS INSTRUMENT was acknowledged before me on the _____ day of _____ 20____,
by _____ .

Notary Public, State of Texas

NOTE: This certification is a material representation of fact upon which reliance is placed when making award. Both contractors and subcontractors that are prohibited from Federal contracting as indicated online on System for Award Management (www.sam.gov) are prohibited from participation in any invitation for bid or proposal process, and awarded any contract. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal programs.



**CITY OF PLANO
HOUSING REHABILITATION PROGRAM
BANKRUPTCY AFFIDAVIT**

I, the undersigned declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has a pending bankruptcy. I also declare and affirm that any person or officer in this sole proprietorship, partnership, corporation, or board with a bankruptcy, has had a dismissal from said bankruptcy more than five years from the date of this affidavit.

I further understand and acknowledge that the existence of a bankruptcy with a dismissal date of less than five years from the date of this affidavit, or a pending bankruptcy, prohibits the undersigned and company from participation in the housing rehabilitation program.

Name of Contractor: _____ **Company Tax ID #:** _____

By: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20__.

Herein presented:

Notary Public _____ My commission

Expires : _____



**CITY OF PLANO
HOUSING REHABILITATION PROGRAM
GENERAL CONTRACTUAL INSURANCE REQUIREMENTS**

Contractor Name: _____

Company Name: _____

Contractor Address: _____ City _____ State _____ Zip Code _____

Contractor Telephone: _____ e-mail: _____

TYPE OF INSURANCE AND AMOUNT

Vendors/Contractors performing work on City property for the City of Plano will provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Vendors/Contractors will provide the City evidence that all subcontractors performing work on the project have the same types and amounts of insurance as required herein or that the subcontractors are included under the vendors/contractor's policy. The City, at its discretion, may require a certified copy of the policies, including all relevant endorsements.

All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas, must be acceptable to the City of Plano and be placed with an insurer possessing an A-VII A. M. Best rating or better.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and higher limits of coverage or provisions depending on the nature of the work.

1. The following insurance requirements, coverage's and limits apply to most minor construction (Non-CIP), renovation, service provider, installation and maintenance services, work on City property and professional service contracts.
2. Purchases of non-hazardous commodities, equipment, materials and products from distributors and retailers do not require any specific insurance.
3. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment or property may require customized insurance requirements in addition to the general requirements listed.

Commercial General Liability Insurance—(Required for all minor construction, renovation, service provider contracts involving installation, maintenance or work on City property)

Commercial general liability insurance will be written on an ISO occurrence form (or a substitute form providing equivalent coverage) and will cover liability arising from premises, operations, independent contractors, products-complete operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The City, the City Council and its members, the City's agents, officers, directors and employees will be included as an additional insured under the commercial general liability policy, including coverage for City with respect to liability arising out of the completed operations.

\$1,000,000 Limit per Occurrence/Aggregate

\$1,000,000 Limit for Personal/Advertising Injury and Products/Completed Operations

Commercial Automobile Liability—(Required for all contracts involving the use of vendor/contractor owned, non-owned or hired automobiles)

Vendor/contractor will maintain business automobile liability insurance with a limit of not less than \$500,000 each accident or Combined Single Limit.

Such automobile liability insurance will cover liability arising out of any auto (including owned, hired, and non-owned automobiles). Vendor/contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability obtained by vendor/contractor pursuant to this section or under any applicable automobile physical damage coverage.

Workers' Compensation & Employer Liability—(Required for all vendors/contractors with employees who perform work or contract services on City property)

Vendor/contractor will maintain workers' compensation insurance in the amounts required by appropriate state workers compensation statutes. The employer's liability limit will not be less than \$500,000.

Vendor/contractor waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under vendors/contractor's workers' compensation and employer's liability. Vendor/contractor must cause a waiver of subrogation to be effected under its workers' compensation coverage.

Sole Proprietors and companies with no employees may be exempt from this requirement.

Professional Liability (E&O) Insurance--(Required for all Professional Service contracts including but not limited to: architects, engineers, consultants, counselors, medical professionals, attorneys, accountants, etc.)

Professional Liability Coverage (E&O) may be written on a claims made basis but must include an extended reporting period of at least three years after contract completion.

City, the City Council and its members, the City's agents, officers, directors and employees will be included as an additional insured under the E&O policy, including coverage for City with respect to liability arising out of all errors and omissions of vendor/contractor.

Minimum Limit of \$1,000,000 Each Claim and \$1,000,000 Aggregate

General Requirements Applicable to All Insurance

1. The vendor/contractor will obtain and maintain the minimum insurance coverage set forth in this section during the entire contract period.
2. The vendor/contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract.

3. Coverage will be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by City.
4. Vendor/contractor is responsible for providing the City a minimum of 30 days' notice of a material change or voluntary cancellation of insurance coverage required under this contract and notice within 10 days of any notice of termination no matter the cause.

Evidence of Insurance Required

Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this contract, vendor/contractor will furnish City a Certificate(s) of Insurance (COI) on a form approved by the Texas Department of Insurance and signed by an authorized representative of each insurer.

The COI will List each insurer's NAIC Number or FEIN and list the City of Plano, Risk Management Division, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section



INSURANCE REQUIREMENT AFFIDAVIT

(SUPPLEMENTAL INFORMATION RFP# _____)

(To be completed by appropriate Vendor/Contractor Insurance Agent)

I, the undersigned agent, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified vendor/contractor. If the below identified vendor/contractor is awarded this contract by the City of Plano, I will be able, within ten (10) working days after being notified of such potential award or at contract renewal, to furnish a valid Certificate of Insurance to the City meeting all of the requirements contained in this proposal.

Agent's Printed Name

Agent's Signature

Name of Insurance Agency

Address of Agency

City, State, Zip

Phone number where Agent may be contacted

E-Mail address of Agent

Vendor/Contractor Name:

SUBSCRIBED AND SWORN to before me by the above named

on this the _____ day of _____, 20_____.

Notary Public in and for the State of _____

NOTE TO INSURANCE AGENT:
IF THIS TIME REQUIREMENT IS NOT MET, THE CITY HAS THE RIGHT TO DECLARE THIS VENDOR NON-RESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOWEST PROPOSER MEETING THE SPECIFICATIONS. IF YOU HAVE ANY QUESTIONS CONCERNING THESE REQUIREMENTS, PLEASE CONTACT THE CITY OF PLANO PURCHASING DIVISION AT 972-941-7557.