



**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: _____

Federal ID (Tax) Number: _____

Social Security Number of Registrant _____

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

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

Name	Address	Type of Material	Charge Account
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SUB-CONTRACTORS (include additional pages as needed) (minimum of three is required)

Name	Address	Phone	Type Work
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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
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TRADE/INDUSTRY: (minimum of 3 is required)

List the names and addresses of trade or membership organizations:

Name	Address	Phone	Job Value
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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
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PERSONAL REFERENCES:

Name	Address	Phone
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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

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 _____ 2010, 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.



**CITY OF 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: _____

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 _____ 2009, by .

Notary Public, State of Texas



**ATTACHMENT 13
CITY OF PLANO
HOUSING REHABILITATION PROGRAM
AFFIDAVIT OF NO PROHIBITIVE INTEREST**

I, the undersigned declare that I am authorized to make this statement on behalf 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.”

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

Name of Contractor

By: _____
Signature

Print Name

Title

Date

STATE OF _____ §

§

COUNTY OF _____ §

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

Notary Public, State of _____



**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 shall attach an explanation as to why a certification cannot be submitted.

Company Name: _____

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 _____ 2009, 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 appearing on the Excluded Party List System (EPLS: www.epls.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: _____

By: _____

Date: _____

**STATE OF TEXAS §
 §
COUNTY OF COLLIN §**

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2009

Herein presented:

Notary Public _____ My commission

Expires : _____



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

Contractor Name: _____

Company Name: _____

Contractor Address: _____ City _____ State _____ Zip Code _____

Contractor Telephone: _____ e-mail: _____

TYPE OF INSURANCE AND AMOUNT

A. General Commercial Liability

1. Minimum Scope of Insurance

ISO form Number GL 404 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 040 covering Broad Form Comprehensive General Liability; or ISO Commercial General Liability coverage (“occurrence” Form CG 0001). “Claims made” for is unacceptable except for professional liability.

2. Minimum Limits of Insurance

Vendor shall maintain limits not less than a commercial general liability insurance with the following:

a. \$500,000 per occurrence for bodily injury, personal injury and property damage;

b. \$1,000,000 aggregate policy to include coverage for:

- i. Premises – operations
- ii. Broad form contractual liability
- iii. Products and completed operations
- iv. Use of contractors and subcontractors
- v. Personal injury
- vi. Broad form property damage
- vii. Explosion collapse and underground (XCU) coverage (when applicable, fire damage, medical expense)

B. Deductibles and Self-Insured Retentions

Any deductible or self-insured retentions must be declared and approved by the City.

C. Other Insurance Provisions:

The policies are to contain, or be endorsed to contain the following provisions:

1. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as “additional Insureds” with respect to liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the Vendor, premises owned, occupied or used by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
2. The City shall be provided a 30-day notice of cancellation or material change in coverage.
3. The Vendor’s insurance coverage shall be primary insurance with respect tot the City , its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be in excess of the Vendor’s insurance and shall not contribute with it.
4. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.
5. The Vendor’s insurance shall apply separately to each insured against whom claim is made or suit is brought.

B. Automobile Liability

1. If the company owns vehicles, auto liability limits must be \$500,000.
2. Auto coverage is required of any or all owned, hired and non-owned vehicles.
3. If the company does not own vehicles, company must provide in writing, on company letterhead, that the company does not own or operate company owned vehicles. Letter must be addressed to City of Plano Neighborhood Services, and must be notarized.

C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled or non-renewed by either party, reduced in coverage.

D. Acceptability of Insurers

The City of Plano prefers that insurance be placed with insurers with an A.M. Best rating of no less than A-V1, or A or better by Standard and Poors. Insurers shall be authorized to do business in the State of Texas, and such shall be acceptable to the City of Plano insofar as their financial strength and solvency are concerned.

E. Verification of Coverage

Contractor shall furnish the City with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.