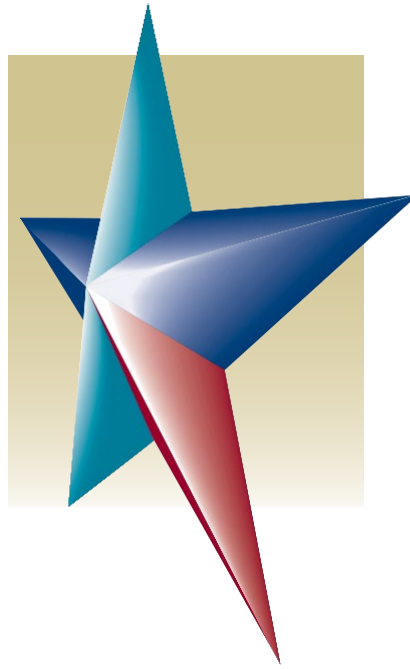


**Tarrant  
County  
College  
District**



®

**Historically  
Underutilized  
Business  
(HUB)Program**

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## **SECTION 1: INTRODUCTION**

*The Tarrant County College District Board initially adopted a Historically Underutilized Business Plan on August 24, 2006. The purpose of this update is to formally adopt the Texas Comptroller's Program as required by Texas Government Code 2161.003. In addition, it provides a general update of the objectives and outreach strategies that will be employed to reach the stated goals.*

*Historically Underutilized Business (HUB) are terms frequently used when describing the fabric of our ever-changing workplace. Whether in reference to the internal staff of a business, corporation, or a group of entrepreneurial contractors, and HUB supplier development initiatives should be an integral part of any organization that is committed to inclusion and providing equal opportunities for all qualified individuals.*

*Generally, HUB supplier development initiatives are greatly influenced by the internal business practices of an organization, which take a strong business rationale to drive small business activity. When staff members are held accountable for embracing and utilizing historically underutilized businesses, they are more inclined to accept the idea and make personal adjustments for a more productive work environment.*

Utilization of a historically underutilized supplier base has clear advantages, and many business leaders see doing business with HUB firms as essential for staying competitive and sharing in business growth trends.

Tarrant County College District (TCCD) has a comprehensive HUB Program that will continue to guide TCCD's mode of operation in project construction, purchasing of goods and services, and the functionality of all internal departments.

## **SECTION 2: POLICY STATEMENT**

It is the policy of Tarrant County College District (TCCD) to form business alliances with Historically Underutilized Businesses to maximize opportunities for HUBs to successfully compete in procurement processes for products and services purchased by TCCD. This policy is designed to actively encourage the largest possible audience to participate in TCCD's HUB Program. HUBs will have equal opportunities to compete for contracts for products and services requested by TCCD.

**The program is designed to collect data on vendor participation and encourage outreach to ensure equitable access to TCCD procurement opportunities. This program does not establish or enforce demographic-based preferences but seeks to expand the pool of qualified vendors based on merit."**

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TCCD will develop a continuously updated source library of HUBs that demonstrate that they can successfully compete and meet the supply and service needs of TCCD.

**All potential suppliers have access to TCCD bid opportunities by accessing [www.tccd.edu](http://www.tccd.edu), then, clicking on "Community", then "Bids with TCC".**

The TCCD district wide goals are based on the State of Texas HUB goals. TCCD includes the North Texas market of Tarrant-adjacent counties including Denton, Collin, Rockwall, Parker, Dallas, Johnson, Ellis, Kaufman which is consistent with the policies of the North Central Texas Regional Certifying Agency (NCTRCA). As of the date of adoption of this Plan, the statewide HUB goals for the procurement categories for the State of Texas are outlined below but may be updated from time-to-time at the discretion of the Texas Comptroller's Office.

- 11.2% for heavy construction other than building contracts;
- 21.1% for all building construction, including general contractors and operative builders' contracts;
- 32.9% for all special trade construction contracts;
- 23.7% for professional services contracts;
- 26.0% for all other services contracts; and
- 21.1% for commodities contracts.

These goals were established based on a Disparity Study engaged by the Texas Comptroller of Public Accounts to comprehensively review the State's utilization of HUBs and to evaluate various options for program development.

**Objectives of the TCCD Plan:**

- Establish a philosophy and method to develop, maintain, and enhance HUB involvement in the contracting process by incorporating sensitivity to HUB inclusion in the RFQ and RFP processes and ensuring that HUBs available in the market are specifically identified for participation.
- Ensure that certified and qualified HUB firms are offered fair share advantages to compete for opportunities district-wide by documenting the participation of HUBs in the purchasing processes and the outcomes;
- Ensure that the Director of Purchasing builds HUB objectives into the procurement process and oversees with appropriate discipline including frequent audits to ensure effective execution of the Program.
- Provide HUB firms with job performance requirements and prerequisites for submitting proposals on all contracting opportunities initiated by TCCD and offer instructions on the steps necessary to prepare and complete responses.
- Encourage all companies that submit proposals for TCCD contracts to form alliances with HUB firms and major organizations to create greater opportunities for successful and profitable business relationships.
- Keep HUB firms informed of current and upcoming opportunities through various media outlets such as TCCD's newsletter, chambers of commerce postings, minority newspapers, and other sources that have direct contact with historically underutilized business communities.

TCCD is committed to offering equal opportunities for HUB firms to provide commercially useful goods and services. However, HUBs also have a responsibility to access TCCD methods of communicating business opportunities.

### **SECTION 3: CERTIFICATION/VERIFICATION**

**Vendors may submit HUB certifications or equivalent documentation as part of TCCD's data collection process. Certification is not required for participation in procurement opportunities. All vendors are encouraged to participate regardless of certification status."**

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TCCD accepts equivalent certifications from the North Central Texas Regional Certification Agency (NCTRCA), the State of Texas Historically Underutilized Businesses (HUB), DFW-Minority Supplier Diversity Council (DFW-MSDC), or Women's Business Enterprise-Southwest (WBE-SW). This provides a standard verified process to ensure HUBs meet statutory requirements.

### **SECTION 4: HUB CONTRACT CLAUSES**

All applicable TCCD departments with contract administration and procurement responsibilities will ensure that the following HUB clauses are included in all contracts and requests for bids or proposals subject to approval by the TCCD Board of Trustees and/or Chancellor. The inclusion of the HUB Program goals and applicable percentage as determined by TCCD in all proposal packages will become binding parts of the contract.

- **DISPUTE RESOLUTIONS**

Prime contractors/vendors are encouraged to include appropriate language in their subcontract agreements that will be used to resolve disputes.

- **PROMPT PAYMENT**

As a part of its HUB Program, TCCD will include the following or a similar clause in each contract.

The Prime contractor/vendor agrees to pay each Subcontractor under this prime contract agreement for satisfactory performance of its subcontract, no later than ten (10) calendar days from receipt of each payment the Prime contractor receives from the owner. Prime contractor/vendor further agrees to return retainage payments (if applicable) to each Subcontractor within ten (10) calendar days after Subcontractor's work is completed. Any delay or postponement of payment, from the above-referenced schedule, may only occur for good cause following written approval from TCCD.

- **NON-DISCRIMINATION ASSURANCE**

As a part of its HUB Program, TCCD will include the following or a similar clause in each contract:

During the performance of this contract, the contractor, subcontractor, or vendor agrees not to discriminate on the basis of race, color, national origin, sexual orientation, or disability. Failure to ensure non-discriminating efforts may result in a material breach of contract, which in turn may result in the termination of the contract or other remedies that TCCD deems appropriate. The contractor/vendor understands the requirement to include this clause in all subcontracts and purchase orders.

- RETAINAGE

For all projects, retainage (if applicable), will be held by TCCD and paid when a contractor/vendor has fulfilled all obligations under the terms of the contract.

The Prime contractor/vendor agrees to return retainage payments (if applicable) to each Subcontractor in accordance with the requirements of the subcontracts after Subcontractor's work is completed and accepted. Any delay or postponement of payment from the above-referenced schedule may only occur for good cause following written approval from TCCD.

## **SECTION 5: HUB SUBCONTRACTOR MODIFICATIONS OR SUBSTITUTIONS**

This provision applies to all modifications and substitutions of HUB subcontractors under the awarded contract. The contractor/vendor will be required to comply with this provision to the extent needed to achieve HUB percentage or goal.

- A. For every contract or bid, the Prime contractor/vendor will provide a separate letter of intent for each identified Subcontractor on its team. If a contract is awarded, it is expected that the Subcontractors identified in the Letter of Intent will actually perform the work.
- B. The Prime contractor/vendor must submit to TCCD written documentation prior to the termination or substitution of a HUB Subcontractor in the event a Prime contractor/vendor requests to terminate or substitute a HUB Sub-contractor listed to fulfill the contract requirements, and Prime Contractor subsequently performs the work with its own forces, an affiliate, a non HUB Subcontractor or other HUB Subcontractor. This will include any changes to items of work, material, services, or HUB firms that differ from those identified in the *Intent to Perform as a Subcontractor Form* on file with TCCD (**refer to *Intent to Perform as a Subcontractor Form* in Section 16**). The vendor/contractor must provide any and all documentation and information as may be requested with respect to the requested change.
- C. The vendor/contractor's documentation will include the specific reasons for the proposed change. Reasons that are acceptable include but are not limited to: HUB was not able to perform; HUB was unable to produce acceptable work; and/or HUB submitted an unreasonable escalation in price. If a HUB Subcontractor is substituted for another HUB Subcontractor, the Contractor will include the name, address, certification number, and principal office of the proposed HUB firm in its documentation. After providing an opportunity for the Contracting Department to make its recommendations, TCCD will approve or reject the change.
- D. If the change involves a Subcontractor substitution, the vendor/contractor must make a good faith effort to replace the HUB with another HUB. The replacement firm must be NCTRCA, HUB, DFW-MSDC, or WBE-SW certified in order for vendor/contractor to receive credit for fulfilling the HUB participation goal. In the event that the vendor/contractor is unable to contract with

another HUB firm, good faith effort documentation must be provided to the Contracting Officer describing the unsuccessful attempts to locate a substitute HUB. In all situations, the Contractor may not terminate or replace a HUB Subcontractor without the **prior written consent** from TCCD.

- E. With the request for change, the vendor/contractor must submit a new *Intent to Perform as a Subcontractor Form* to verify that the firm(s) is NCTRCA, HUB, DFW-MSDC, or WBE-SW certified. TCCD will notify the vendor/contractor in writing of the decision as expeditiously as possible. If the contract has been awarded and TCCD approves the proposed substitute Subcontractor in writing, the Contractor will provide a copy of the newly executed subcontract agreement with the proposed HUB firm to TCCD within ten (10) business days of receipt of the substitution approval.
- F. If the change involves a modification, vendor/contractor must submit, if applicable, the *Intent to Perform as a Subcontractor Form* specified for contract modifications for any HUB Subcontractor affected by this change. This form may be obtained from TCCD.

If the Contractor does not comply with this provision, TCCD may elect to apply available remedies as appropriate.

#### **SECTION 6: JOINT VENTURE, TEAMING, AND MENTOR-PROTÉGÉ PROGRAMS**

- A. TCCD will encourage joint ventures, teaming arrangements, and mentor-protégé programs to ensure prime contracting opportunities for HUB firms on eligible projects.
- B. If a Contractor or Consultant engages in a joint venture, teaming arrangement, or mentor-protégé program to satisfy the HUB commitment, TCCD will have access to and may review, evaluate, and accept or reject all contractual agreements and other pertinent documents regarding the following:
  - Initial capital investment of each venture partner or team member;
  - Allocation of profits and losses to each venture partner or the participation percentage to each team member;
  - Sharing of the right to control the ownership and management of the joint venture or team;
  - Actual participation of venture partners in the performance of the contract;
  - Method of, and responsibility for, accounting;
  - Methods by which disputes are resolved; and
  - Other pertinent joint venture or teaming arrangement factors.
  - Contractor's equal business opportunity commitment, to the mentor protégé relationship.

Protégé firm must be NCTRCA, HUB, DFW-MSDC or WBE-SW certified.

- A written mentor-protégé agreement must be completed by both parties engaged in the mentor-protégé arrangement and must be executed before a notary public. The agreement will clearly delineate the rights and responsibilities of each mentor-protégé and for their assigned contracting activity. Parties must agree to enter into the relationship for a minimum of one year.
- Protégé firm will not be permitted to re-subcontract any of its work to the mentor firm. The protégé firm will not resubcontract or reassign any of its work to any other Contractor without TCCD's prior written approval.

Protégé firms may be used to satisfy up to 100 percent of the total HUB goal for any contracted project or service.

### **SECTION 7: MONITORING PAYMENTS TO HUB FIRMS**

TCCD monitors vendor participation to ensure compliance with procurement standards and evaluates trends through data collection. Participation metrics are for informational purposes only and do not influence procurement decisions.

The Prime Contractor will submit invoices monthly or as designated by the contract documents. TCCD will pay approved invoices or payment requests within thirty (30) calendar days. The Prime Contractor agrees to pay each Subcontractor under this prime contract for satisfactory performance in accordance with requirements of the subcontract. **TCCD may require written notification when payment has been sent to the Subcontractor (refer to *Proof of Payment Certification Form* in Section 16).**

Concurrently, with the submission of each invoice or payment request, the Contractor will provide a breakdown of the amounts previously paid to all HUB firms identified by the Contractor to participate in the contract. Prime Contractors will submit a Vendor Payment Report Form with all supporting documents (see *Vendor Payment Report Form* in Section 16).

**All reports of noncompliance will be referred to the Director of Purchasing, and if appropriate, to TCCD's legal counsel for review.**

In order to monitor the progress of its HUB Program, TCCD will maintain a record-keeping system designed to:

- Assess HUB use on all TCCD contracts and subcontracts.
- Identify and monitor Prime Contractor's and Subcontractor's HUB inclusion and utilization.

On a monthly basis, TCCD will monitor TCCD's progress and performance in achieving the HUB quality and quantity goals. Reviews will take place on a quarterly and annual basis (or as outlined in active prime contract agreements).



## **SECTION 8: HUB UTILIZATION SUPPORT**

TCCD will implement procedures to support HUB utilization of bids and contract awards that emphasize the inclusion of HUB firms. The successful bidder will be selected on qualifications, reasonable pricing, and best value.

### A. HUB UTILIZATION REQUIREMENTS

1. In addition to the requirements set elsewhere, bid conditions will include a statement of the HUB percentage goal established for the project. The requirements below also apply to circumstances where change orders or extra work give rise to new trade or vendor opportunities outside the original scope of work.
2. All contracts (with an estimated cost of \$50,000.00 or more) will be awarded and administered in accordance with the following standards and procedures:
  - Competitive bids for applicable contracts will include HUB participation goals and accompanying documentation in the bid specifications. HUB documentation consists of the *Special Instructions for Bidders, Affidavit Statement, HUB Utilization*, **(refer to forms in Section 16)**
  - Competitive bids where the vendor/contractor meets or exceeds the HUB project percentage/goal is encouraged to submit document HUB subcontractors or partners on the *Subcontractor Utilization Form* or the *Joint Venture Form*.
  - Competitive bids where the vendor/contractor has subcontracting and/or supplier opportunities but does not include HUB participation that is equal to or exceeds the project percentage/goal is encouraged to submit the HUB *Subcontractor Utilization Form* and documentation.
  - Competitive bids where the vendor/contractor has subcontracting and/or supplier opportunities but does not include HUB participation is encouraged to submit the Subcontractor Utilization Form and the and appropriate documentation.

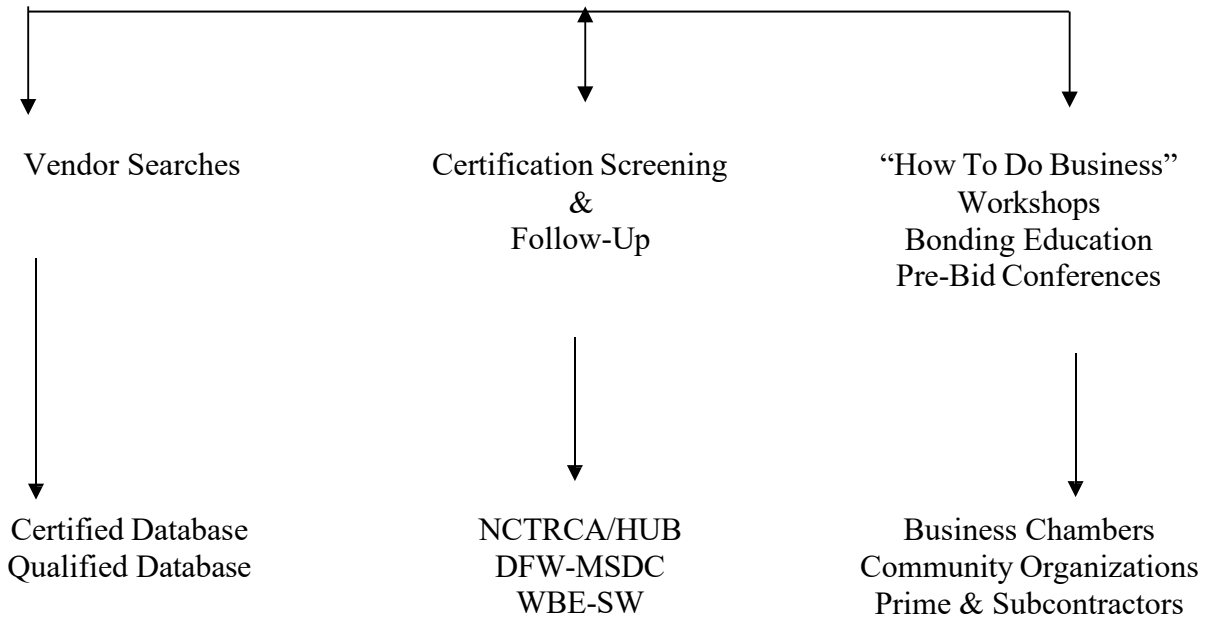
### B. BEST VALUE CRITERIA for TCCD HUB PROGRAM

- TCCD will implement procedures for construction and purchase of goods and services under the formal bid amount to emphasize the inclusion of HUB firms.

### HUB Utilization Support

Vendor searches will assist Prime Contractors in their effort to reach and exceed the project goal. Certification screening and follow-up with all Subcontractors and Vendors is critical to the entire procurement process. Education and communication are also key components of HUB utilization support.

#### TCCD HUB UTILIZATION SUPPORT



**SECTION 9: COOPERATIVE PURCHASING**

State statutes allow public entities to improve procurement efficiency through participation in cooperative agreements in a variety of forms, Buy Boards, DIR, interlocal agreements with other units of local government, etc. The intent is to avoid replication of competitive bidding across public entities which is critical to the efficient operation of government.

Prior to utilizing this form of procurement, TCC will evaluate if HUB goals were established in the base contract and/or if the product or service has HUB capacity within the market.

## **SECTION 10: OUTREACH PLAN**

**TCCD collaborates with a wide range of community and business organizations to share procurement opportunities and collect data on vendor participation. These collaborations aim to increase awareness of opportunities without promoting preferences based on demographic characteristics.**

Links to Web sites (where possible) will help HUB firms gain broader access to bidding information, business development resources, and training opportunities.

Strong emphasis will be placed on the importance of soliciting certified HUB firms for subcontracting opportunities at pre-bid conferences and in bid documents. TCCD will examine specifications to identify special subcontracting opportunities, and strongly encourage Prime Contractors and Bidders to solicit Subcontractor bids from HUB firms.

The TCCD team will assess the effectiveness of the HUB Program and identify opportunities to enhance the Program by evaluating HUB participation and compliance.

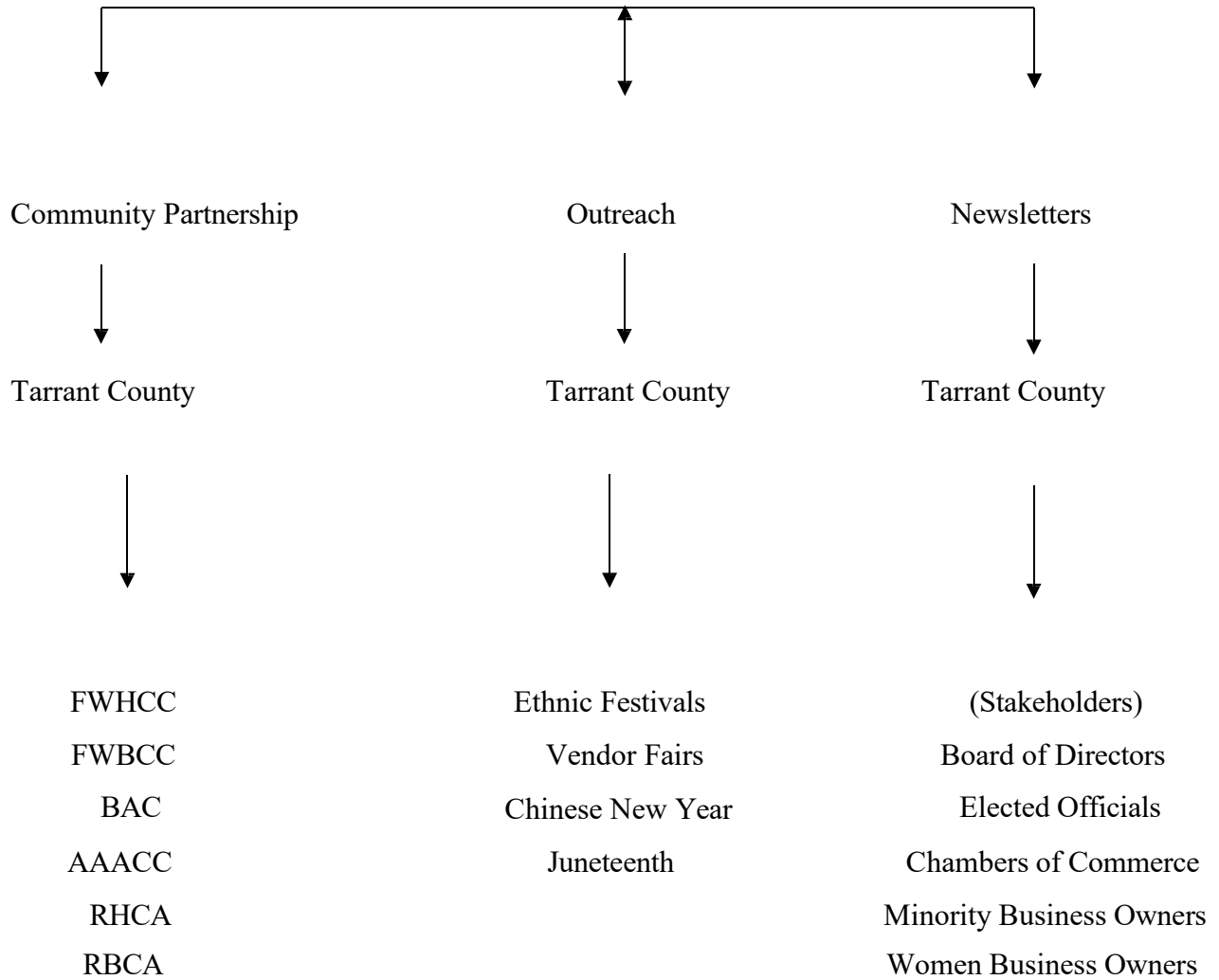
The TCCD team will identify subcontracting opportunities unique to each construction contract and procurement bid. The TCCD team will also concentrate heavily on targeting certified HUB firms that have expressed an interest in TCCD. Contacts will be made to interested businesses no later than ten days prior to the bid opening, and a list of Prime Contractors that are pre-qualified to bid on the project will be provided to interested HUB Firms.

### **HUB OUTREACH SUPPORT**

Tarrant County College District, providing outreach support, will utilize the NCTRCA, HUB, DFW-MSDC, or WBE-SW as resources. Additional sources to be utilized include:

- Community Partnerships
- Job Fairs
- Employment Fairs
- Partnership Newsletters
- Pre-bid Meetings
- Student Business Education Fairs

### TCCD OUTREACH SUPPORT



## **SECTION 11: TRACKING SUPPORT**

One of the greatest values of a comprehensive HUB Program is to develop and implement the plan, work through the challenges, evaluate the accomplishments, and celebrate the successes. Tracking allows TCCD Team to document successes. The critical area for the plan is the tracking component for all TCCD HUB utilization.

A system wide tracking program will be maintained by the TCCD team to provide a uniform procedure. Timeliness in capturing measurable results is key to the tracking process. TCCD staff will evaluate and track HUB participation on contracts on a monthly basis and report performance against the adopted goal percentages on a quarterly basis to the Board of Trustees. The tracking program will allow testing and evaluation of critical program components on a monthly basis. It will also assist in the evaluating of “best practices.” The quarterly report to the Board of Trustees will also include all outreach activities during the period being reported.

Tracking documents will require a monthly commitment from all partners involved. Reporting forms will be developed by the TCCD team to capture all elements in a timely manner. The areas designated for tracking include:

- Construction and Goods & Services contracts
- Prime Contractors
- HUB Participation
- Multiple Tiered
- Compliance

### **SECTION 13: ENFORCEMENT PENALTIES**

All participants participating in the HUB Program are encouraged to comply with TCCD requirements as set forth in the HUB Program, and applicable federal and state laws. TCCD reserves the right to apply all remedies available under federal, state, and local laws, including, but not limited to, responsibility determinations in future contracts, suspension and sanction procedures, and forfeiture of profits as provided for elsewhere.

TCCD may recommend additional sanctions against Contractors/Consultants that are found to be in noncompliance with the HUB Program requirements of HUB contract provisions at any time during the term of a TCCD contract.

TCCD may report any suspected false, fraudulent, or dishonest conduct to the appropriate parties or any applicable enforcement agency, including the Texas Attorney General's Office.

### **SECTION 14: GRIEVANCE PROCEDURE**

TCCD has developed timely procedures for filing grievances related to sanctions for noncompliance. In the event the Participant is not satisfied with a sanction decision, Participant may appeal the sanction by filing a grievance in the form of a letter disputing the claims within (10) working days of the delivery of the sanction notice. **Step I** – File documentation with the Director of Procurement, who will respond within ten (10) working days of receipt of the grievance unless a meeting is requested by the Participant which will be scheduled within 30 days; if an in-person meeting occurs, Participant may appear with legal counsel but must notify TCCD of this intent with the filed grievance;

**Step II** – If dissatisfied with the outcome of Step I, file grievance with Chief Financial Officer within ten (10) working days of receipt of response from the Director of Procurement. Chief Financial Officer will respond within ten (10) working days.

**Step III** – If dissatisfied with the outcome of Step II, file grievance with Chancellor within ten (10) working days of receipt of response from the Chief Operating Officer for decision. Chancellor will respond within ten (10) working days and the decision is final.

**SECTION 15: SEVERABILITY**

Provisions of this HUB Program are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of the HUB Program, or the invalidity of the application thereof to any person or circumstance, will not affect the validity of the remainder of this Program, or the validity of its application to other persons or circumstances.

**SECTION 16: CERTIFICATION**

Tarrant County College District (TCCD) has selected the NCTRCA, HUB, DFW-MSDC and WBE-SW as its official certification agencies for all HUB firms.

Each of the approved certification agencies use certification guidelines established by the U. S. Department of Transportation, Title 49 CFR Part 26 and from the Federal Aviation Administration as applicable.

[www.nctrca.org](http://www.nctrca.org)

[www.wbcswest.org](http://www.wbcswest.org)

[www.dfwmsdc.com](http://www.dfwmsdc.com)

[www.comptroller.texas.gov/purchasing/vendor/registration](http://www.comptroller.texas.gov/purchasing/vendor/registration)



# APPENDIX

## Section 16

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**6**

**TCCD HUB SPECIFICATIONS FORM**  
**SPECIAL INSTRUCTIONS FOR BIDDERS**

**If the total dollar value of the contract is \$50,000.00 or more, the HUB goals are applicable. If the total dollar value of the contract is less than \$50,000.00, the HUB goals are not applicable.**

APPLICATION OF POLICY

POLICY STATEMENT

It is the policy of the TCCD to ensure the full and equitable participation by HUB firms in the procurement of all goods and services to TCCD on a contractual basis. The objective of the Policy is to increase the use of HUB firms to a level comparable to the availability of qualified HUB firms, which provide goods and services directly or indirectly to TCCD.

HUB PROJECT

TCCD HUB minimum goal on this project is % (will be determined on the basis of the specific scope of service category identified by the State of Texas HUB Category goal).

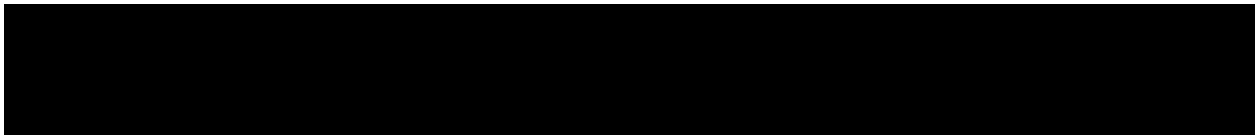
COMPLIANCE TO BID SPECIFICATIONS

For TCCD contracts of \$50,000.00 or more, bidders are required to comply with the intent of the TCCD's HUB Program by either of the following:

1. Meet or exceed the above stated minimum HUB % (as determined by TCCD); or

SUBMITTAL OF DOCUMENTATION

1. HUB Utilization Form:



**TCCD HUB SPECIFICATIONS FORM**  
**HUB UTILIZATION**

PRIME COMPANY NAME \_\_\_\_\_

BID DATE \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

PROJECT NUMBER \_\_\_\_\_

TCCD'S HUB GOAL:           %   \_\_\_\_\_

HUB PERCENTAGE ACHIEVED: \_\_\_\_\_

**The undersigned bidder agrees to enter into a formal agreement with the HUB firms for work listed in this schedule, conditioned upon execution of a contract with TCCD.**

Company Name, Contact Name, Address, Telephone No.	HUB	Cert. (*) Agency	Scope Of Work	Specify Tier (**)	Dollar Amount

(\*) Acceptable certifying agencies please specify: (NCTRCA) North Central Texas Regional Certification Agency; State of Texas Historically Underutilized Businesses; DEW Minority Supplier Diversity Council; Women's Business Enterprises- Southwest

(\*\*) Only first and second tier acceptable

**THIS FORM IS ENCOURAGED TO INCLUDED WITH THE BID DOCUMENTS ON BID OPENING DATE.**

**TCCD HUB SPECIFICATIONS FORM**

**HUB UTILIZATION**

Company Name, Contact Name, Address, Telephone No.	HUB	Cert. (*) Agency	Scope of Work	Specify Tier (**)	Dollar Amount

**The bidder further agrees to provide, directly to TCCD upon request, complete and accurate information regarding actual work performed by all Subcontractors, including HUB arrangements submitted with this bid. The bidder also agrees to allow an audit and/or examination of any books, records, and files held by their company that will substantiate the actual work performed by the HUB on this contract, by an authorized officer or employee of TCCD. Any willful misrepresentation will be grounds for terminating the contract or de-barment from TCCD work for a period of not less than three (3) years and for initiating action under federal, state or local laws concerning false statements.**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PROOF OF PAYMENT FORMS**



**Final Bills Paid Affidavit by Contractor**

BEFORE ME, the undersigned authority, personally appeared (hereinafter referred to as “Contractor”), known to me to be a credible person, and after being by me duly sworn, upon oath stated and affirmed that:

“My name is, and I am the (title) of hereafter sometimes referred to in this affidavit as “Contractor”. Contractor’s business address is . The undersigned Contractor has personal knowledge of the facts stated herein and has full authority to make the agreements in this affidavit on behalf of Contractor.

Pursuant to and in accordance with a written construction contract between, Contractor, and, Owner, Contractor furnished materials and labor for the construction, renovation, or repair of improvements located on or relating to project known as, located at, City of, County, Texas (the “Property”). All work provided for under said written construction contract, together with all changes and supplements thereto, has been fully completed in accordance with the terms and provisions thereof.

Contractor has paid each of its subcontractors, laborers, suppliers and materialmen in full for all labor and materials provided to Contractor for or in connection with the construction, renovation, or repair of improvements on or relating to the subject Property, or any portion thereof, excepting only the amounts owed for the following specified bills to the persons identified below. Contractor warrants and represents that the following specified bills will be paid to Contractor by Owner/Administrator in reliance on this Final Bills Paid Affidavit:

<b>Name of Payee</b>	<b>Address</b>	<b>Telephone No.</b>	<b>Amount Owed</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

**\*ADD ADDITIONAL SPACES AS NECESSARY OR INCLUDE AND REFERENCE AS AN ATTACHEMENT.**

Other than the above specified bills owed to the above referenced persons, Contractor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or materialmen for or in connection with the furnishing of labor or materials, or both, for the construction, renovation, or repair of improvements located on or related to the subject Property.

In consideration of the funds paid to Contractor by Owner in reliance on this affidavit, Contractor waives and releases all of Contractor’s statutory and constitutional mechanic’s lien rights connected with the construction of the Project, conditioned on the actual payment or collection if payment is made by check or draft.

Contractor further understand that this Final Bills Paid Affidavit is being given pursuant to and in accordance with Sections 53.085 and 53.259 of the Texas Property Code and that the intentional, knowing, or reckless making of a false or misleading statement in this Affidavit constitutes an offense under said Section and is a Class A misdemeanor.

Contractor hereby indemnifies and holds harmless Owner from any and all claims, demands or causes of action, and any costs, expenses, and attorney’s fees incurred in connection therewith, arising from or connected with, the statements and representations contained herein.”

EXECUTED this \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
[Name of Contractor Company]

\_\_\_\_\_  
By: Printed Name:

\_\_\_\_\_  
Title:

***Notary’s Acknowledgement***

*Before me, the undersigned authority, on this day personally appeared, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Final Bills Paid Affidavit, acknowledged that he/she has the authority to make this Final Bills Paid Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.*

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_.

(Seal)

\_\_\_\_\_  
***Notary Public, State of Texas***

\_\_\_\_\_  
***My commission expires***



**CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

Project: \_\_\_\_\_ Job Number: \_\_\_\_\_

On receipt by the signer of this document of a check from \_\_\_\_\_ (maker of check) in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of \_\_\_\_\_ (owner) located at \_\_\_\_\_ (location) to the following extent: \_\_\_\_\_ (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property location. Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer. The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company name

\_\_\_\_\_  
By: (Signature)

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

\_\_\_\_\_  
Title

STATE OF TEXAS                    §  
COUNTY OF \_\_\_\_\_       §

*This instrument was acknowledged before me on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, by*

\_\_\_\_\_ (name) \_\_\_\_\_ (job title) of

\_\_\_\_\_ (company name).

(seal)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

Revised 1/2/20  
Revised 9/21/15



**CONDITIONAL WAIVER AND RELEASE ON PARTIAL PAYMENT**

Project: \_\_\_\_\_ Job Number: \_\_\_\_\_

On receipt by the signer of this document of a check from \_\_\_\_\_ (maker of check) in the sum of \_\_\_\_\_ \$ payable to \_\_\_\_\_ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of \_\_\_\_\_ (owner) located at \_\_\_\_\_ (location) to the following extent:

\_\_\_\_\_ (job description).

This release covers the partial payment to the signer for all labor, services, equipment, or materials furnished to the property location. Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this partial payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company name

\_\_\_\_\_  
By: (Signature)

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

\_\_\_\_\_  
Title

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ (name) \_\_\_\_\_ (job title) of  
(company name).

(seal)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS



**TCCD REQUEST FOR APPROVAL OF CHANGE TO  
ORIGINAL SCHEDULE OF SUBCONTRACTORS  
FORM (HUB Modification or Substitution)**

Contractor/Company, \_\_\_\_\_,  
project \_\_\_\_\_,  
requests approval of the following addition(s) and/or deletion(s) on the **SCHEDULE OF SUBCONTRACTORS** as originally submitted as part of the bid on the above-named project.

ADD	DELETE	COMPANY NAME	TRADE	HUB STATUS	DOLLAR AMOUNT	INTENT TO PERFORM

**CHECK (X) BLOCK FOR EACH TRANSACTION CHANGE**

**JUSTIFICATION**


**CERTIFICATION OF AFFIDAVIT**

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that this certification will become a part of my contract with the TCCD.

**(Please Print or Type)**

Name and Title of Signer: \_\_\_\_\_  
Printed Name
Title

\_\_\_\_\_  
Signature
Date

## DEFINITIONS

**CERTIFICATION** - Tarrant County College District (TCCD) has selected NCTRCA as its official agency for all HUB firms. TCCD also accepts HUB Certification, DFW-MSDC, and WBE-SW.

The NCTRCA uses certification guidelines established by the U. S. Department of Transportation, Title 49 CFR Part 26 and from the Federal Aviation Administration as applicable.

If your agency is currently certified by a different governmental agency, you may submit it for approval for use in the TCCD HUB Program. If approved, that certification will be accepted through the remainder of its term. Upon expiration of the term of that certification, the agency must be certified by the NCTRCA, HUB, DFW-MSDC, or WBE-SW.

**GOAL** – Means the percentage of Historically Underutilized Business enterprise participation on an applicable project as determined State of Texas Comptroller of Public Accounts described earlier in this document,

**Historically Underutilized Business (HUB)** - (1) Which is at least 51 per-cent owned and controlled by one or more historically underutilized persons, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more historically underutilized persons; and

(2) Whose management and daily operations are controlled by one or more of minority individual(s) owner(s). Minority persons include Blacks, Hispanics, Asian Pacific Americans, Asian Indian Americans, and Native Americans.

(3) Must be a for-profit entity that has not exceeded the size standard prescribed by [34 TAC §20.294](#) and has its principle place of business in Texas.

