

**TEXAS CIVIL COMMITMENT OFFICE (TCCO)**

**OPEN ENROLLMENT (OE)**

**for**

**POLYGRAPH SERVICES FOR CIVILLY COMMITTED SEX OFFENDERS**

**OE No. HHS0012368**

**NIGP Class/Item No:**

**990-70 - Polygraph Testing Services**

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1. **SCHEDULE OF EVENTS**

|  |  |
| --- | --- |
| Enrollment Period Opens  (Posted to HHS OE Opportunities webpage and Electronic State Business Daily) | August 22, 2022 |
| Enrollment Period Closes  (Final date for RECEIPT of Applications) | August 31, 2027 |
| Anticipated Contract Start Date | The effective date of a Contract, if any, awarded to an Applicant will be determined at the sole discretion of TCCO. |

Applications must be **received** by the Texas Health and Human Services Commission (HHSC) prior to the closing date as indicated in this Schedule of Events or as changed via an Addendum posted to the HHSC Open Enrollment (OE) Opportunities webpage and Electronic State Business Daily (ESBD). Every Applicant is solely responsible for ensuring its Application is received before the submission period closes. HHSC and Texas Civil Commitment Office (TCCO) are not responsible for lost, misdirected or late applications.

The dates in the Schedule of Events are tentative. HHSC and TCCO reserve the right to modify these dates at any time by posting an Addendum to the HHS OE Opportunities webpage and ESBD.

By submitting an Application, the Applicant represents and warrants that any person submitting the Application and any related documents on behalf of the Applicant is authorized to do so and has the express authority to bind the Applicant under any resulting contract.

Withdrawal of Application:

Applications may be withdrawn from consideration or amended at any time prior to the “Enrollment Period Closes” date by emailing a request to the Point of Contact, Section 4. The e-mail subject line should contain the OE number and title as indicated on the cover page.The Applicant is solely responsible for ensuring requests are received timely by HHSC. HHSC and TCCO is not responsible for lost, misdirected or late emails.

1. **OVERVIEW**
   1. **Introduction**

HHSC is an agency within the Texas Health and Human Services (HHS) system. The Procurement and Contracting Services (PCS) division of HHSC administers solicitations for HHS.

TCCO is a state agency that is administratively attached to HHSC under Government Code §420A.011, which allows HHSC to provide administrative services, including purchasing, to TCCO.

HHSC PCS is seeking Applications on behalf of TCCO to establish Contracts to provide polygraph services for civilly committed sex offenders.

TCCO will utilize a rotation schedule to select polygraph examiners for client polygraphs.  A polygraph examiner may perform up to five (5) polygraphs in one (1) business day.  Clients requiring a polygraph (instant offense, sexual history, maintenance or monitoring) will be referred to an approved polygraph examiner based on the following:

1. Geographic proximity to the client’s residence;
2. Polygraph examiners’  availability;
3. Polygraph Examiner’s last exam date with the client; and
4. Past Contractor performance

This OE contains standardized requirements that all applicants must meet to be considered for a contract under this OE. Failure to comply with these requirements will result in disqualification of the applicant without further consideration.

Each applicant is solely responsible for the preparation and submission of an application in accordance with instructions contained in the OE.

The solicitation period begins upon publication and will remain open through August 31, 2027. TCCO may, at its sole discretion, extend the closing date of this OE. As stated in Section 1, TCCO may also, at its sole discretion, withdraw this OE before the stated date the solicitation period ends.

To be considered for award, Applicants must submit a completed application, which includes all required information and documentation as outlined in this document. The Applicant must meet all requirements, possess the required experience and qualifications and has the capacity to provide the goods and related services described in this Solicitation. See Application Instructions and Criteria for Acceptance.

* 1. **Legal Authority**

TCCO is authorized to enter into contracts through [Texas Health and Safety Code Chapter 841.](http://www.ovsom.texas.gov/docs/Health&SafetyCode841.pdf)

* 1. **No Guarantee of Volume, Usage or Compensation**

TCCO does not guarantee any volume, usage, or compensation to be paid to any Contractor under any Contract resulting from this Solicitation. Additionally, all TCCO contracts are subject to appropriations, the availability of funds, and termination.

This Contract may be terminated by mutual agreement of both Parties.  Either Party may terminate this Contract by giving the other Party thirty (30) days written notice of its intent to terminate. Written notice may be sent by any method, which provides verification of receipt, and the thirty (30) days will be calculated from the date of receipt. This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract.

Upon termination of all, TCCO and the Contractor will be discharged from any further obligation created under the applicable terms of this Contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination to include availability to provide testimony related to a biennial examination.

The resulting contract will be subject to the availability of state funds. Contracts awarded under this OE and any anticipated contract renewals are contingent upon the continued availability of funding.

TCCO reserves the right to alter, amend or withdraw this OE at any time prior to the execution of a contract if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the appropriations act, HHS agency consolidations, or any other disruption of current appropriations. If a contract has been fully executed and these circumstances arise, the provisions of the Termination Article will apply.

Issuance of this OE in no way constitutes a commitment by TCCO or the State of Texas to execute a contract or to pay any costs incurred by any provider who may submit application.

1. **DEFINITIONS AND ACRONYMS**

Unless the context clearly indicates otherwise, throughout this OE, the definition given to a term below applies whenever the term appears in this OE, in any Application submitted in response to this Open Enrollment, and in any Contract awarded as a result of this OE. All other terms have their ordinary and common meaning.

|  |  |
| --- | --- |
| Term | Definition |
| Absconder | A SVP Client who leaves a facility or residence without authorization or fails to return as required. |
| Addendum | A written clarification or revision to this OE. All Addenda will be posted to the HHS OE Opportunities web page. |
| Appendix | Additional information and/or forms that are available in the back of this solicitation document. |
| Application | All information and materials submitted by an Applicant in response to this OE. |
| Applicant | Any person or entity that submits an Application in response to this OE. This term also includes anyone acting on behalf of the entity or individual that submits a response, such as an agent, employee, or representative. |
| Behavioral Abnormality | A congenital or acquired condition that, by affecting a person’s emotional or volitional capacity, predisposes the person to commit a sexually violent offense, to the extent that the person becomes a menace to the health and safety of another person. Texas Health and Safety Code, Chapter 841, Section 841.002(2). |
| Biennium | Any of the two (2) year periods beginning on September 1 and ending on August 31 of odd numbered years, which periods are used for budgetary purposes by the State of Texas. |
| Case Manager | A person employed by or under contract with TCCO to perform duties related to the treatment and supervision of a person civilly committed pursuant to Title 11, Health and Safety Code, Chapter 841. |
| Child Safety Zone | The 1,000-foot buffer zone that must be maintained between sex offenders and any premises where children commonly gather, including schools, day-care facilities, playgrounds, public or private youth centers, or public swimming pools. Any area within 1,000 feet of these types of premises is considered a child safety zone, unless modified by TCCO. TCCO shall provide the Contractor written notice of any approved modification to this requirement. |
| Client | Sexually Violent Predators (SVPs) that suffer from a behavioral abnormality which makes it likely that the client would engage in repeated predatory acts of sexual violence. The clients have a history of at least two convictions for a sexually violent offense. |
| Clinical Polygraph Examination | The employment of an instrumentation used for the purpose of detecting deception or verifying truth of statements of any person under supervision and/or treatment for the commission of sex offenses. The Clinical Polygraph Examination is specifically intended to assist in the treatment and supervision of sex offenders. |
| Compliance Standards | Contract requirements that have specific and clearly defined recoupment strategies to ensure that TCCO does not pay for services that are not received. |
| Contract | Any Contract(s) awarded resulting from this OE. A written agreement referring to promises or agreements for which the law establishes enforceable duties and remedies between a minimum of two parties. A TCCO contract is assembled using a core contract (base), one or more program attachments, and other required exhibits (general provisions, etc.). |
| Contract Manager | TCCO staff that maintains the contract following execution. Verifies and monitors contractor performance, monitors compliance with deliverable and reporting requirements, enforces contract terms and serves as the point of contact for the contract. |
| Contractor  (Provider) | Each Applicant, if any, awarded a Contract as a result of this OE. May also be referred to as Provider. Unless the context clearly indicates otherwise, all terms and conditions of this OE and resulting Contract that refer to Applicant apply with equal force to Contractor (Provider).  A person or entity that submits a response to a solicitation. For purposes of this document, “Contractor” is intended to include such phrases as “offeror”, “applicant”, “responder”, “Contractor”, or other similar terminology employed by TCCO to describe the person or entity that responds to a solicitation. |
| Contract Term | The period of time during which the contract or program attachment will be effective from begin date to end, or renewal date. The contract term may or may not be the same as the budget period. |
| Days | Calendar days, unless otherwise specified. |
| Debarment | An exclusion from contracting or subcontracting with state agencies on the basis of cause pursuant to Title 34, Part 1, Chapter 20, Subchapter G of the Texas Administrative Code, and the Federal System for Award Management (SAM). |
| Deliverables | Goods or services contracted for delivery or performance. |
| Due Date | Established deadline for submission of a document or deliverable. |
| Effective Date | The date the contract term begins. |
| Electronic  State  Business  Daily (ESBD) | The electronic online directory, administered by the Comptroller of Public Accounts, Statewide Procurement Division (SPD), for publishing procurement opportunities which exceed $25,000 in total estimated value and for providing public notice of contract awards. The ESBD may be accessed through the [CPA web site](http://www.txsmartbuy.com/sp) at: <http://www.txsmartbuy.com/sp>.  *Note: The Texas Comptroller of Public Accounts (CPA) recommends utilizing Google Chrome when navigating CPA websites.* |
| Exhibit | A document, included as an attachment to this Solicitation, which provides terms and conditions, additional requirements and information related to this Solicitation. |
| Fee for Service | Payment mechanism for services that are reimbursed on an agreed rate per unit of service. |
| Fiscal Year | The duration of the Fiscal Year (stated in the number of months the contract will reflect from begin date to end date of the term of the contract). Each renewal will have its own fiscal Year. State fiscal Year is from September 1 through August 31 of each Year. |
| Fully Executed | A contract is signed by each of the parties to form a legal binding contractual relationship. No costs chargeable to the proposed contract will be reimbursed before the contract is fully executed. |
| HHS  OE Opportunities | The HHS web page where OE are posted:  <https://apps.hhs.texas.gov/pcs/openenrollment.cfm> |
| Instant Offense Examination | Refers to a polygraph regarding the sexual offense(s) for which the client is civilly committed. |
| JPCOT | Joint Polygraph Committee on Offender Testing. |
| Maintenance Examination | Covers the time frames from release since the last polygraph to the present time, or a specific time period. It deals with any issues related to treatment and supervision compliance, which may include a specific issue. |
| Monitoring Examination | Used to determine whether the client has committed additional sexual offenses while in the program. |
| Open  Enrollment (OE) | This document, including all exhibits, attachments and addenda, as applicable, posted on the HHS OE Opportunities webpage. |
| Payments | The amount(s) agreed to be paid by TCCO to Contractor for services under this Contract. |
| Procurement  and  Contracting Services | The division within the HHSC that provides direction and support of purchasing, contracting and HUB services. PCS oversees, coordinates, and assists TCCO with procurement needs. PCS maintains the official contract file from procurement to contract closeout. |
| Project | All work to be performed as a result of a contract or solicitation. |
| Project Manager | TCCO employee responsible for being the liaison between this contract and PCS. The project manager partners with PCS in the development, management and logistical coordination of a solicitation and the resultant contracts. |
| Purchase Order | A legally enforceable agreement between two or more parties. A Purchase Order is issued by HHSC indicating types, quantities, and agreed pricing for services and goods the Contractor will provide. Also considered a Contract. |
| Quarter | Unless specifically noted otherwise, references to quarters and quarterly activities relate to TCCO’s Fiscal Year, with quarters beginning September 1, December 1, March 1, and June 1. |
| Response | All information and materials submitted in response to this Solicitation. |
| Scope of Work | A description of the services and/or goods, if any, for each service type, to be obtained as a result of this solicitation for a project period. The scope of work is a document written in the early stages of procurement to explain what TCCO plans to purchase. |
| Services | Delivery by the Contractor of Sex Offender Polygraph Services in accordance with the terms and conditions of the Contract. |
| Sexual History Examination | Refers to the client’s lifetime, excluding the sexual offense(s) for which the client has been civilly committed. |
| Sexually  Violent  Predator (SVP) | Is a repeat sexually violent offender that suffers from a behavioral abnormality which makes it likely that he/she would engage in repeated predatory acts of sexual violence. |
| Solicitation | This document, including all exhibits, attachments, appendices, or Addenda (if applicable). May also be referred to as Open Enrollment or OE |
| Special Provisions | Modifications and additions to the General Provisions for a funded program activity; which are usually customized for TCCO's requirements and contain provisions specific to the contract. |
| Subcontract | A written agreement between the Contractor and a third party (subcontractor) to provide all or a specified part of the services, goods, work, and materials required in the original contract. The Contractor remains entirely responsible to TCCO for performance of all requirements of the contract with TCCO. The Contractor must closely monitor the subcontractor’s performance. Subcontracting can be done only when approved by TCCO. |
| TCCO | Texas Civil Commitment Office. |
| TCCO Policies | All written policies, procedures, standards, guidelines, directives, and manuals of TCCO applicable to providing the services specified under this Contract. |
| Texas  Identification  Number (TIN) | The 11-digit identification number set up through the Texas Comptroller of Public Accounts which is required for any entity or person to receive payment under a Contract with the State of Texas. Also known as Texas Payee ID Number required in Exhibit A, Affirmations and Solicitation Acceptance. Further information regarding this number may be accessed on the [CPA website](https://fmx.cpa.texas.gov/fm/pubs/payment/gen_prov/index.php?s=payee_numreq&p=payee_numreq) at <https://fmx.cpa.texas.gov/fm/pubs/payment/gen_prov/index.php?s=payee_numreq&p=payee_numreq>. |
| Unit Rate | Payment mechanism for services that are reimbursed at a set rate per unit of service; for example, polygraph examination and report at a set rate per service. Also known as fee-for-service. |
| Vendor | A business entity or person that supplies services or goods and may be a potential Bidder to this Solicitation. |
| Vendor  Identification  Number  (Vendor ID No.) | Fourteen-digit number needed for any entity, whether vendor or sub recipient, to contract with the State of Texas and which must be set up with the State Comptroller’s Office. It consists of a ten-digit identification number (IRS number, state agency number, or social security number) +check digit + 3-digit mail code. The Vendor ID No. includes all the numbers in the TINs (defined above), including a 3-digit mail code for a total of 14-digits. |
| Year | Fiscal Year, unless otherwise specified. |

1. **GENERAL INFORMATION**
   1. **Sole Point of Contact**

All questions, requests for clarification, or other communication about this OE shall be made in writing only to TCCO sole point of contact listed below.

Attempts to ask questions by phone or in person will not be allowed or recognized as valid.

Roxanne Lackey

Special Projects Coordinator

roxanne.lackey@tcco.texas.gov

Applications can be submitted to this email address. See Appendix A for submission requirements.

Applicants shall direct all communications, including questions or clarifications relating to this Solicitation, in writing by e-mail to the TCCO sole point of contact named above; communications by phone will not be accepted. See [Appendix A](#_Appendix_A_–) for submission requirements.

1. **Submission**

The completed application, which includes all forms, must be submitted to the physical address specified below. Emailed applications will be acceptable.

Texas Civil Commitment Office

ATTN: Roxanne Lackey

OE: Clinical Examiner Services for Civilly Committed Sex Offenders

OE HHS0012368

4616 West Howard Lane

Building 2, Suite 350

Austin, TX 78728

Email: Roxanne.Lackey@tcco.texas.gov

1. **Rejection of Applications**
2. TCCO reserves the right to reject any or all applications and is not liable for any costs incurred by the applicant in the development or submission of the application.
3. Any attempt by an employee, officer, or agent of the Contractor to influence the outcome of TCCO’s review through contact with any Board Member or staff member of TCCO will result in rejection of the application.
4. Any material misrepresentation in an application submitted to TCCO will result in rejection of the application.
5. Applications may be rejected for failure to meet eligibility criteria or inability to perform required activities.
6. **Authority to Bind TCCO**

For the purposes of this OE, the TCCO Board or the Executive Director are the only individuals who may legally commit TCCO to the expenditure of public funds under the contract. No costs chargeable to the proposed contract will be reimbursed before the contract is fully executed.

1. **Exceptions**

Any exceptions to the requirements in the OE will be specifically detailed in writing by the Contractor. TCCO will accept or reject each proposed exception in writing. TCCO reserves the right to adjust the funding allocation to Contractors pursuant to the terms of the contract.

1. **Contracting with Subcontractors**

The Contractor may subcontract for the performance of any of its responsibilities to provide services pursuant to this Contract. No subcontract may be entered into unless TCCO provides prior written approval, which may not be unreasonably withheld. If a subcontractor is deemed to be needed for an event of an emergency nature, verbal approval may be obtained through a TCCO representative that has been authorized by the TCCO Board or Executive Director. The Contractor shall submit a written request with supporting documentation for approval, by TCCO as soon as possible. The Contractor shall furnish to TCCO copies of all subcontracts, without regard to amount of annual payments. Any arrangement by the Contractor with an affiliate or member company to provide services shall be subject to the subcontractor provisions of this Section. No contractual relationship shall exist between TCCO and any subcontractor and TCCO shall accept no responsibility whatsoever for the conduct, actions, or omissions of any subcontractor selected by the Contractor. The Contractor shall be responsible for the management of the subcontractors in the performance of their work. A subcontractor shall not be included in contract awards, renewals, audit or any other discussions except at the request of TCCO.

Unless waived in writing by TCCO, the subcontract shall contain the following:

An acknowledgement that the subcontract is subject to the contract between TCCO and the Contractor (the "Master Contract").

* The subcontractor shall agree to comply with the terms of the Master Contract to the extent applicable with respect to goods and services being provided under the subcontract. It is the intention of the parties of the subcontract that the subcontractor shall "stand in the shoes" of the Contractor with respect to fulfilling the duties and obligations of the Contractor to TCCO under the Master Contract.
* TCCO’s approval of a subcontract does not relieve the Contractor of its duty to perform under the Master Contract.

The Contractor shall require all subcontractors to obtain, maintain, and keep in force insurance coverage in accordance with accepted industry standards and the Contract during the time they are engaged hereunder.

This restriction, as to only communicating in writing with the HHSC sole point of contact identified above, does not preclude discussions between Applicant and agency personnel for the purposes of conducting business unrelated to this OE.

Failure of an Applicant or its representatives to comply with these requirements may result in disqualification of the submitted Application.

* 1. **Changes, Modifications and Cancellation**

TCCO reserves the right to change, amend, or modify this Solicitation prior to the Response Deadline indicated in the Procurement Schedule (cover page). Changes, amendments and modifications will be processed through one or more Addendum. The notification for any Addendum will be processed in accordance with Section 4.2.1.

TCCO reserves the right to cancel this Solicitation at any time. The notice of cancellation will be in accordance with Section 4.2.1.

**4.2.1 ADVERTISEMENT OF CHANGES, MODIFICATIONS OR CANCELLATION**

If TCCO determines that the OE needs to be changed or modified, either an addendum will be posted on the OE Opportunities webpage and the ESBD or the OE will be canceled. The action to be taken will be determined at the sole discretion of TCCO. Furthermore, if the OE will be canceled, TCCO will determine, in its sole discretion, if a new OE will be posted.

TCCO will not be responsible or liable in any regard for the failure of any individual or entity to receive notification of any posting to the OE Opportunities webpage or the ESBD. It is the responsibility of each Applicant to monitor the OE Opportunities webpage and the ESBD for any Addenda or additional information regarding this OE.  Failure to monitor the OE Opportunities webpage or the ESBD will in no way release or relieve any Applicant or Contractor of its obligations to fulfill the requirements as posted.

* 1. **Offer Period**

By submitting an Application in response to this OE, Applicant agrees that its Application will remain a firm and binding offer to enter into a Contract under all terms and conditions of this OE for at least 240 days from the date applications are due, as stated in Exhibit A, Affirmations and Solicitation Acceptance, unless withdrawn by the Applicant before the Enrollment Period closes.

An Applicant may extend the time for which its Application will be honored and include the extended period in the Application.

* 1. **Costs Incurred**

HHSC and TCCO accept no obligations for costs incurred in preparing, submitting, and screening an Application, including, but not limited to, costs or expenses related to contract execution.

Applicants understand that issuance of this OE or retention of Applications in no way constitutes a commitment by TCCO to award a Contract. All Applications shall be prepared simply and economically, providing a straightforward, concise delineation of the Applicant’s capabilities to satisfy the requirements of this OE and submitted at the sole expense of the Applicant.

* 1. **OE Questions or Clarifications**

**4.5.1 Questions and Requests for Clarification**

TCCO will allow written questions and requests for clarification regarding this Solicitation if submitted by e-mail to the Sole Point of Contact, Section 4.1.

Responses to questions or other written requests for clarification will not be provided individually to requestors but will be consolidated in one or more Addenda.

However, if TCCO determines, based on a question, request for clarification, or any other factor (including, but not limited to notices of ambiguity, conflict, or discrepancy as reference in Section 4.5.3, below), that the OE needs to be amended or clarified, either an addendum will be posted on the OE Opportunities webpage and ESBD or the OE will be canceled. The action to be taken will be determined at the sole discretion of TCCO. Furthermore, if the OE will be canceled, TCCO will determine, in its sole discretion, if a new OE will be posted.

**4.5.2 Question and Clarification Format**

Questions and requests for clarification must include the following information:

1. the OE Number
2. the question or request for clarification, providing the following information:

* OE language, topic, section heading
* Section, Paragraph and Page number(s) or Exhibit/Attachment

The requestor must provide the following contact information:

1. Company Name
2. Company Representative Name
3. Phone Number
4. E-Mail address

**4.5.3 Ambiguity, Conflict, Discrepancy**

Applicants must notify the Sole Point of Contact, Section 4.1, of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the OE. Notices must be submitted in the same manner for submitting questions.

Each Applicant submits its Application at its own risk.

If an Applicant fails to properly and timely notify the Sole Point of Contact, Section 4.1, of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the OE, the Applicant, whether awarded a contract or not:

1. shall have waived any claim of error or ambiguity in the OE and any resulting contract,
2. shall not contest the interpretation by TCCO of such provision(s), and
3. shall not be entitled to additional compensation, relief, or time by reason of ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

1. **CONTRACT TERM**
   1. **Term of Contract**

TCCO intends to award multiple contracts under this OE.

Contracts awarded under this OE will begin on the date of execution and will end on August 31, 2027. TCCO may, at its sole discretion, renew a contract after the initial term.

TCCO, at its sole discretion, may renew the Contract for up to four (4) additional one-Year period contract terms.

Such renewal(s), if exercised, shall be subject to all the requirements and terms and conditions of the Contract.

Renewal is contingent upon the availability of funds and the satisfactory performance of the Contractor during the prior contract period.

1. **Minimum QUALIFICATIONS**

To be eligible to apply for a Contract and receive an award, Applicant(s), must be eligible, qualified and meet all requirements of this OE. Applicant requirements apply with equal force to Contractors and Providers awarded contracts under this OE.

**6.1 Required Experience**

1. To be considered for contract award under this OE, an Applicant shall have a minimum of one (1) year relevant experience performing post-conviction sex offender testing as outlined in this OE or similar services. Any exceptions to this require TCCO approval.
2. All personnel assigned to perform the services must be fully trained and have a minimum of one (1) year experience. Any exceptions to this require TCCO approval.
3. References: Applicants must provide a minimum of three (3) references reflecting positive performance for current or previous contracts for similar or same services during the period immediately preceding submission of the Application.

**6.2 LICENSURE AND ACCREDITATION**

Applicant and all personnel and technicians assigned to provide services under the Contract must have all permits, licenses, and certifications required by applicable law.

Assigned personnel and technicians, who may include department directors or equivalent positions, providing services that, by law, require a professional license or certification, must hold a current, valid, and applicable Texas license or certification in good standing.

Contractor is responsible for ensuring all Contractor staff and subcontractors, if any, hold current, valid, and applicable licenses or certifications in good standing.

A copy of each license or certification – both for the Applicant and all assigned personnel, as applicable -- must be submitted with the Application by completing **FORM E, Documentation Reflecting Recognition by JPCOT**.

Each Contractor is required to maintain all required permits, licenses, and certifications for the business during the term of the Contract. The Contractor and Contractor’s personnel and subcontractors, if any, must also maintain their individual required permits, licenses, and certifications during the term of the Contract. During annual contract reviews, Contractor shall provide updated licenses or certifications at TCCO’srequest.

**6.3 ADDITIONAL MINIMUM QUALIFICATIONS FOR CONTRACTOR AND CONTRACTOR PERSONNEL**

Eligible applicants include organizations established as a legal entity under state statutes and have the authority to do business in Texas.

Eligible applicants must have completed and provide proof of completion of training at an American Polygraph Association Accredited Polygraph Program that meets the standards of a minimum of 400 hours that was completed in not fewer than 10 nor more than 17 weeks and was conducted at a qualified education and training facility.

Eligible applicants for purposes of this OE are Polygraph Examiners recognized by the Joint Polygraph Committee on Offender Testing (JPCOT) and be identified on the JPCOT Roster. Applicants must adhere to the guidelines as outlined by JPCOT:

(<http://www.texaspolygraph.org>)

Eligible applicants for purposes of this OE must comply with the American Polygraph Association (APA) Post-Conviction Sex Offender Testing (PCSOT) Standards and Guidelines:

(<https://www.polygraph.org/assets/docs/Misc.Docs/PCSOT_Model_Policy_March_2018%20.pdf>).

The Applicant must comply with the criteria listed below.

1. Applicant must be established as an appropriate legal entity as described in **Section 6.3, Additional Minimum Qualifications for Contractor and Contractor Personnel**, and must have the authority and be in good standing to do business in Texas and to conduct the activities described in the OE.
2. Applicant must be authorized to conduct business in the state of Texas and have a Texas address. A post office box may be used when the application is submitted.
3. Applicant must pass checks as listed in the OE in section 15.2, Compliance for Participation in State Contracts.
4. Applicant must provide a copy of documentation of JPCOT recognition. The polygraph examiner shall remain on the JPCOT list through the contract period, including any renewal period.
5. Applicants must provide a copy of a current resume reflecting experience conducting polygraph services to ensure compliance of 6.1 Required Experience.
6. Applicant must maintain professional malpractice insurance in accordance with the current standards established by the provider's applicable professional licensing board. Professional malpractice insurance must be maintained by all Polygraph Examiners during the term of this contract; refer to **FORM H, Copy of Professional Malpractice Insurance**. The Contractor shall disclose to the TCCO the amount of professional malpractice insurance its examiners maintain and the insurance company with whom they carry the policy. The Contractor shall submit to the TCCO a copy of the declaration page of each examiners "Professional Malpractice Insurance" policy or "Errors and Omissions Insurance" policy.

The Applicant must submit to TCCO changes to the examiner's policy of professional malpractice insurance including, but not limited to, insurance renewal information or policy expiration or termination information and the reasons for such expiration or termination of the policy.

Except as expressly provided above, applicant is not considered eligible to apply unless the applicant meets the eligibility requirements to the stated criteria listed above at the time the application is submitted. Applicant must continue to meet these conditions throughout the selection and funding process. TCCO expressly reserves the right to review and analyze the documentation submitted and to request additional documentation and determine the applicant’s eligibility for the contract award.

1. **STATEMENT OF WORK**
   1. **Project Overview**

TCCO sexually violent predators (SVP) clients are sex offenders who have been civilly committed pursuant to the [Texas Health and Safety Code, Title 11, Chapter 841](http://www.ovsom.texas.gov/docs/Health&SafetyCode841.pdf). The SVP clients have been adjudicated to be SVPs that suffer from a behavioral abnormality, which makes it likely that the client would engage in repeated predatory acts of sexual violence. The SVP clients have a history of at least two convictions for a sexually violent offense and have been released from prison to TCCO’s supervision and treatment.

TCCO requires a Contractor to provide polygraph examination services for SVP clients, which may include the following examinations: instant offense, maintenance, monitoring and sexual history. TCCO is seeking services statewide but primarily in the following counties: **Dallas, El Paso, Harris, Tarrant, Travis, and McLennan**; however TCCO reserves the right to add additional counties as needed. TCCO is interested in awarding multiple contracts to well-qualified Contractors for polygraph services. Contractor shall, in accordance with the terms identified within the Contract, provide all necessary personnel, equipment, supplemental materials, supplies, and services as specifically identified within the contract. Services shall be rendered at the most practical and cost-effective site for the delivery of services.

When the SVP client’s community residential facility or treatment location are the most practical and cost effective sites for delivery of services, those sites may be a suitable site for contractors to use for the purpose of providing Services. It is the Contractor's responsibility to secure permission from the treatment provider and make any arrangements for use of their office.

Any proposed change in the site for Services must be submitted in writing and approved by the TCCO. The contractor must be willing to travel within the State of Texas to perform scheduled polygraph examinations.

Contractor may submit open enrollment to provide services in one or multiple counties.

The Contractor must provide the Services in accordance with applicable federal and state law, including all constitutional, legal, and court ordered requirements whether now in effect or hereinafter implemented. The Contractor must comply with TCCO policies, procedures, and regulations during the term of the contract as referenced in Appendix D. The Contractor must comply with all applicable local and state standards, codes, and regulations including zoning, fire, health, and sanitation.

**7.2 Contractor (Provider) Responsibilities and services to be provided**

**Referrals**

The Contractor shall accept, or reject, within five (5) business days, all referrals made by TCCO.

**General Requirements**

TCCO shall refer clients, schedule the polygraph examination and submit the referral packet to the contractor in accordance with the TCCO policy.

The Contractor must schedule the examination to occur within thirty (30) days of the date of referral.

The Contractor must ensure the examination location site is not within a Child Safety Zone; refer to **FORM G, Child Safety Zone Certification**. If the location of the examination site is determined to be in a Child Safety Zone, the Contractor must be required to seek an alternative location subject to the approval by TCCO.

The treatment provider and the case manager will develop the scope of the questions for the examination.

Polygraph tests shall be conducted as follows, unless approved otherwise by the TCCO:

* An instant offense examination, which covers the sexual offense(s) for which the client is civilly committed, shall be conducted as scheduled by the TCCO.
* A sexual history disclosure examination covers the client’s lifetime prior to the most recent sexual offense shall be conducted as scheduled by the TCCO.
* A maintenance examination covers the timeframes from release, since the last polygraph to the present time, or a specific time period. It deals with any issues related to treatment or supervision compliance, which may include a specific issue.
* A monitoring examination is used to determine whether the client has committed additional sexual offenses while in the program.

The Contractor shall audio and visually record all polygraph examinations and maintain each videotape for a minimum of two (2) years. The Contractor shall provide copies of the videotape to the TCCO upon request.

Within fifteen (15) days of the polygraph examination, the Contractor must submit a written report to the case manager, treatment provider, and TCCO.

The Contractor shall notify the case manager upon conclusion of the session when any client:

* Fails to attend an examination session;
* Displays disruptive behavior; or
* Manifests signs of re-offending.

The Contractor must obtain approval from the TCCO for each polygraph examiner, prior to performing services for TCCO clients.

The Contractor must abide by applicable federal and state laws, regulations, and rules relating to activities listed above.

The Contractor must allow TCCO staff to attend polygraph examinations for monitoring purposes on an as needed basis. Scheduling shall be coordinated between the Contractor and the TCCO staff. The Contractor must provide entry at all times by the TCCO Board Members and the TCCO authorized employees/agents for inspections and other official purposes. The Governor, members of the Legislature and all other members of the Executive and Judicial departments of the State, as well as any other persons designated by the TCCO, to monitor the delivery of services.

Any re-examinations require the approval of the TCCO prior to performing the service.

**Reports Required from Contractor**

|  |  |  |  |
| --- | --- | --- | --- |
| **FREQUENCY** | **DUE DATE** | **REPORT ITEM** | **AUTHORITY** |
| Monthly | By the 15th day after completion of the polygraph examination | Services Invoice with required information | 7.8.1 Invoice Requirements |
| Other | Prior to Service Commencement Date and upon renewal/replacement | JPCOT Recognition List | 6.3 ADDITIONAL MINIMUM QUALIFICAITONS FOR CONTRACTOR AND CONTRACTOR PERSONNEL |
| Quarterly | 30th calendar day of the month following the end of each quarter (Due - Dec. 30th, March 30th, June 30th, Sept. 30th) | Quarterly Performance Report | Appendix B |

**Security of Records and Disclosure of Information**

1. The Contractor and all staff providing services under the contract meet sufficient standards of integrity to ensure that:
   1. The confidentiality of client records is not compromised.
   2. Unauthorized access to client records is not allowed and no information is disclosed to any third party without written authorization from the TCCO.
2. The Contractor shall not divulge or make known, in any manner to any person, any personal information concerning clients, except as may be necessary in the performance of the Contract. The Contractor shall ensure that all individuals who have access to or custody of records sign a statement containing the confidentiality requirements of this contract.
3. The Contractor shall notify the TCCO immediately upon receipt of any legal process requiring disclosure of client records. The Contractor shall provide TCCO notification, and a copy of any subpoena served. Any release of client records shall be coordinated through the TCCO.
4. The Contractor shall notify the TCCO General Counsel immediately upon receipt of a subpoena to submit an affidavit and/or appear and provide testimony in any legal proceedings convened by a court of competent jurisdiction.
   1. The Contractor shall provide the TCCO General Counsel with a copy via e-mail of any subpoena served within one (1) working day of receipt.
   2. Affidavits and/or Contractor court appearances shall be coordinated with the TCCO.
   3. Failure to comply with notification and coordination requirements may result in non-payment of any services performed in response to any subpoena served.

**7.3 Performance Criteria and standards**

TCCO will look solely to the Contractor(s) for the performance of all contractual obligations resulting from an award based on this Solicitation. No Contractor will be relieved of its obligations for any nonperformance by its Subcontractor(s).

The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, TCCO policies and procedures and all orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the Contract including, if applicable, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

Contractor shall comply with all obligations and duties under the Contract. In addition, the Contractor shall adhere to the following performance standards:

|  |  |
| --- | --- |
| **STANDARD** | **PAYMENT ADJUSTMENT** |
| The contractor shall provide the polygraph report to the case manager within 15 calendar days of the examination. | Reports received between the 16th and 25th day – 10% reduction in payment per late report. Reports received after the 25th day -25% reduction based on the reduced amount. |
| Each contractor/examiner shall remain on the Joint Polygraph Committee on Offender Testing (JPCOT) list. | Cost of each polygraph exam performed without JPCOT recognition and suspension of service until such recognition is noted. |
| Each contractor/examiner shall maintain professional malpractice insurance. | Cost of each polygraph exam performed without insurance and suspension of service until such insurance is renewed. |

Contractor’s failure to meet the standards listed above will result in a deduction to the monthly Contractor payment.

TCCO will assess compliance with performance measures on a monthly basis. In the event a standard is found to be non-compliant, a payment adjustment may be made to Contractor’s monthly billing. TCCO shall notify the Contractor in writing of any payment adjustments made and indicate the reason for the adjustment.

TCCO may request a corrective action plan to address numerous or repeat instances of non-compliance. TCCO may consider contract termination for numerous and ongoing instances of non-compliance.

**7.4 Contractor Personnel Performance**

1. Contractor shall not employ or contract with or permit the employment of unfit or unqualified persons or persons not skilled in the tasks assigned to them.
2. The Contractor shall at all times employ sufficient personnel to carry out functions and services in the manner and time prescribed by the Contract.
3. The Contractor shall be responsible for the acts and omissions of the Contractor’s employees, agents (including, but not limited to, lobbyists) and subcontractors and shall enforce strict discipline among the Contractor’s employees, agents (including, but not limited to, lobbyists) and subcontractors performing the services under the Contract.
4. TCCO at its sole discretion, may request in writing the immediate removal of any Contractor personnel or subcontractor personnel from the services being provided under the Contract. Upon such request, Contractor shall immediately remove the subject personnel and submit in writing to TCCO within five (5) calendar days of TCCO’s request for removal, confirmation of the removal and assurance of continued, compliant Contract performance.

**7.5 Notice of Criminal Activity**

At the time of submission, Applicants shall provide confirmation that the Applicant, any person with ownership or controlling interest in Applicant, and Applicant’s agents, employees, subcontractors and volunteers who will be providing the required services:

1. Have not engaged in any activity that does or could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; and
2. Have not been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program, or sex crime.

This is a continuing disclosure requirement; prior to Contract award, if any, Applicants must notify the Sole Point of Contact within five days of the date Applicant learns of actions set forth in subsections (A) and (B) above. Additionally, this is a continuing disclosure requirement for each Contractor, during the term of the Contract, to immediately report, in writing, to TCCO contract manager when Contractor learns of or has any reason to believe it or any person with ownership or controlling interest in Contractor, or any of Contractor’s agents, employees, subcontractors or volunteers has: engaged in any activity that does or could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to the involvement in any financial matter, federal or state program, or sex crime.

Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by TCCO contract manager.

Personnel with sex offender, child or adult abuse, or fraud offenses shall not be allowed to provide Contract services and shall not be allowed access to TCCO property, facilities, or documents.

Key personnel with misdemeanor offenses must receive prior approval by TCCO before being allowed to work under this contract.

TCCO at its sole discretion, may terminate any Contract if Contractor, its agents, employees, subcontractors, or volunteers are arrested, indicted, or convicted of any criminal activity.

**7.6 NOTICE OF INSOLVENCY OR INDEBTEDNESS**

At the time of submission, Applicants shall provide with the Application a detailed written description of any insolvency, incapacity, and outstanding unpaid obligations of Applicant owed to the Internal Revenue Service (IRS) or the State of Texas, or any agency or political subdivision of the State of Texas. This is a continuing disclosure requirement; prior to Contract award, if any, Applicants must notify TCCO Sole Point of Contact within five (5) days of the date Applicant learns of such financial circumstances after submission of the Application. Additionally, Contractors are under a continuing obligation to notify TCCO contract manager, as applicable, within five (5) days of the date Contractor learns of such financial circumstances after Contract award*.*

**7.7 Background Checks For Personnel**

Upon execution of the Contract and prior to the commencement of services, Contractor and all approved polygraphers shall be required to undergo a background investigation. A Texas Crime Information Center and National Crime Information Center fingerprint background check shall be completed at TCCO's expense.

The results of criminal background checks utilizing fingerprint analysis must be acceptable to TCCO. Contractors with misdemeanor or felony convictions shall be approved in writing by TCCO prior to having contact with SVP Clients.

**7.8 Invoice Requirements and Payment**

**7.8.1 Invoice Requirements**

The Contractor must submit a properly completed invoice and supporting documentation that meets the requirements of TCCO and as set forth in the State Comptroller’s Vendor Guide:

[www.window.state.tx.us/procurement/pub/vendor\_guide.pdf](http://esbd.cpa.state.tx.us/bflores06/AppData/Local/Microsoft/Windows/Temporary%20Internet%20Files/Content.Outlook/AppData/Local/Microsoft/Windows/AppData/Local/Microsoft/Windows/Temporary%20Internet%20Files/Content.Outlook/AppData/Local/Microsoft/Windows/AppData/Local/Microsoft/Windows/Temporary%20Internet%20Files/Content.Outlook/AppData/Local/Microsoft/Windows/AppData/Local/Microsoft/Windows/Temporary%20Internet%20Files/Content.Outlook/AppData/Roaming/Microsoft/AppData/Local/Microsoft/Windows/AppData/Local/Microsoft/Windows/Temporary%20Internet%20Files/Content.Outlook/VB9XL9IF/www.window.state.tx.us/procurement/pub/vendor_guide.pdf)

Invoices must be submitted by the established due date as required by this contract. TCCO shall not pay an invoice if a report or documentation has not been completed, submitted and received. Payment will be made after all services are rendered, required reports have been received and accurate and complete invoices have been received.

Services performed by the Contractor that cannot be verified will be disallowed for reimbursement. Illegible or incomplete documentation, which cannot be verified, will be disallowed for reimbursement. Payment shall be made within thirty (30) days of receipt of a correct invoice for services satisfactorily provided to TCCO. Interest shall accrue in accordance with Texas Government Code §2251.025 on late payments.

Contractor must submit invoices on a monthly basis or as otherwise indicated on the purchase order. Separate or combined invoices must be submitted for each delivery, as applicable. Failure to submit an accurate and valid invoice with all required information may result in delay of payment.

Invoices must contain, at a minimum: the contract number, the Contractor name, invoice number, address, telephone number and email, the client’s name, the amount billed for the service, and must provide the work completed, in detail, for which payment is due. The detail of the work completed must comply with **FORM F, Pricing**. All invoices shall be sent to:

The Texas Civil Commitment Office

Mail Code 4300

4616 West Howard Lane, Building 2

Suite 350

Austin, Texas, 78728

or

billing@tcco.texas.gov

It is recommended that the Contractor receive payments via electronic funds transfer (EFT), also known as direct deposit. If the Contractor elects to be set up for Direct Deposit, a vendor direct deposit authorization form must be completed by the Contractor and be submitted to the following address:

The Texas Civil Commitment Office

Mail Code 4300

4616 West Howard Lane, Building 2

Suite 350

Austin, Texas, 78728

**7.8.2 PAYMENT**

Contracts issued under this OE will be paid using a set rate per treatment service, also known as fee-for-service utilizing the rates set forth in **FORM F, Pricing**. The pricing is considered all-inclusive, and no other pricing may be provided on an invoice. TCCO will make every effort to notify the Contractor of cancellations in a timely manner.  In the event the client fails to appear for the appointment and the failure to appear is not excused by the TCCO, the TCCO will pay the polygraph examiner for travel expenses incurred and a missed appointment fee of $25.00.

The contractor must, upon request of the TCCO or in response to a subpoena appear or submit an affidavit and testify in any legal proceedings convened by a court of competent jurisdiction. Any cost reimbursement associated with such request or subpoena will be determined on a case-by-case basis.

Travel expenses must be permitted and approved by TCCO and, if permitted and approved by TCCO, will be reimbursed in accordance with the current Travel Reimbursement Rates published by CPA which may be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/index.php

1. Automobile mileage and aircraft mileage will be reimbursed at the rates established by CPA.
2. Lodging expense will be reimbursed at the rates published by the Federal General Services Administration (GSA) for the location for services in Texas. For Texas cities not included in the GSA rates, the reimbursement will be based on the rates published by CPA.
3. Car rental and parking costs will be reimbursed for actual expenses reflected on the receipt.

All receipts included with the invoice for travel reimbursement must reflect date(s) that coincide with the date(s) the services were performed.

The Contract or Purchase Order will include the appropriate bill-to address for the submission of invoices to TCCO requesting services.

**7.9 Data Use Agreement (DUA)**

By submitting an Application and, if applicable, signing a contract resulting from this OE, Applicant agrees to the terms of the **Data Use Agreement, Exhibit B**. The Applicant must complete, sign, and return with its Application **Exhibit B, Attachment 2**, (Texas HHS System - Data Use Agreement – Attachment 2, Security and Privacy Initial Inquiry (SPI)).

**7.10 Terms and Conditions**

Submission of an Application in response to this OE constitutes acceptance of all TCCO Uniform Terms and Conditions attached as **Exhibit C**, referenced, or set forth in the OE. Applicant shall not submit additional or different terms and conditions.

Any term, condition, or other part of an Applicant’s submitted application that has been rejected by TCCO, that is not accepted in writing by TCCO, or that conflicts with applicable law, this OE, any resulting Contract, or applicable terms and conditions will not constitute part of the Contract.

1. **TCCO CONTRACT ADMINISTRATION**

TCCO will designate a Contract Manager and provide the manager’s contact information to the Contractor.

After award of any Contract resulting from this OE, all communications related to the Contract will be processed through the designated Contract Manager. Additional requirements apply to legal notices which must be provided to the HHS Chief Counsel as well as the Contract Manager.

1. **INSURANCE requirements**
   1. **Insurance Coverage**

Contractor is required to submit current certificates of insurance or other proof acceptable to TCCO at the time of notification of a potential award and such proof must be received by TCCO Contract Manager prior to execution by TCCO of any contract. TCCO, in its sole discretion, may request additional evidence of insurance as deemed necessary. TCCO may designate a deadline for submission of proof of required insurance or bonds. Failure to timely submit acceptable proof may result in TCCO revocation of the award.

Contractor shall maintain the required insurance during the initial Contract term and any renewal or extension period exercised. Contractor shall be responsible for ensuring its subcontractors are in compliance with all applicable insurance and bond requirements.

For the full term of the Contract, including the original Contract term and all periods of renewal and all additional extensions, Contractor and its Subcontractors, if any, shall obtain and maintain all insurance coverage as set forth below. Contractor shall be responsible for ensuring its Subcontractors' compliance with all requirements.

Applicant must maintain professional malpractice, errors and omissions, and all other required insurance in accordance with the current standards established by the provider's applicable professional licensing board. Professional malpractice insurance must be maintained by all examiners during the term of this contract; refer to **FORM H, Copy of Professional Malpractice Insurance**. The Applicant shall disclose to TCCO the amount of professional malpractice insurance the examiners maintain and the insurance company with whom they carry the policy. The Applicant shall submit to TCCO a copy of the declaration page of each examiner's insurance policies.

The Applicant must submit to TCCO changes to the examiner's policy of professional malpractice insurance including, but not limited to, insurance renewal information or policy expiration or termination information and the reasons for such expiration or termination of the policy.

The Contractor must submit to TCCO changes to the insurance policy such as, but not limited to, insurance renewal information or policy expiration or termination information and the reasons for such expiration or termination of the policy.

* 1. **Alternative Insurability**

Notwithstanding the preceding, TCCO reserves the right to consider reasonable alternative methods of insuring the Contract in lieu of the insurance policies required. It will be the Applicant's responsibility to recommend to TCCO alternative methods of insuring the Contract. Any alternatives proposed by Applicant should be accompanied by a detailed explanation regarding Applicant's inability to obtain the required insurance and/or bonds. TCCO shall be the sole and final decision maker as to the adequacy of any substitute form of insurance coverage.

1. **CONFIDENTIAL OR PROPRIETARY INFORMATION**
   1. **Public Information Act**

Applications and contracts are subject to the Texas Public Information Act (PIA), Texas Government Code [Chapter 552](http://www.statutes.legis.state.tx.us/DocViewer.aspx?K2DocKey=odbc%3a%2f%2fTCAS%2fASUPUBLIC.dbo.vwTCAS%2fGV%2fS%2fGV.552%40TCAS2&QueryText=552&HighlightType=1), and may be disclosed to the public upon request. Other legal authority also requires HHSC to post certain contracts and Applications on HHSC’s website and to provide such information to the Legislative Budget Board for posting on its website.

Under the PIA, certain information is protected from public release. If Applicant asserts that information provided in its Application is exempt from disclosure under the PIA, Applicant must:

1. **Mark Original Application:**
2. Mark the original Application, on the top of the front page, the words “CONTAINS CONFIDENTIAL INFORMATION” in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger); and
3. Identify, adjacent to each portion of the Application that Applicant claims is exempt from public disclosure, the claimed exemption from disclosure (NOTE: no redactions are to be made in the original Application);
4. **Certify in Original Application - Affirmations and Solicitation Acceptance (attached as Exhibit A to this OE):** certify, in the designated section of the Affirmations and Solicitation Acceptance, Applicant’s confidential information assertion and the filing of its PIA Copy; and
5. **Submit PIA Copy of Application:**  submit a separate “Public Information Act Copy” of the original Application (in addition to the original and all copies otherwise required under the provisions of this OE). The PIA Copy must meet the following requirements:
6. The copy must be clearly marked as "Public Information Act Copy" on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger);
7. Each portion Applicant claims is exempt from public disclosure must be redacted; and
8. Applicant must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in subsection (c) of this section must be identical to those set forth in the original Application as required in section a. (2), above. The only difference in required markings and information between the original Application and the “Public Information Act Copy” of the Application will be redactions - which can only be included in the “Public Information Act Copy.” There must be no redactions in the original Application.

**By submitting an Application to this OE, Applicant agrees that, if Applicant does not mark the original Application, provide the required certification in the Affirmations and Solicitation Acceptance, and submit the PIA Copy, Applicant’s Application will be considered to be public information that may be released to the public in any manner including, but not limited to, in accordance with the PIA, posted on HHSC’s and/or TCCO’s public website, and posted on the Legislative Budget Board’s website.**

**If Applicants submit partial, but not complete, information suggesting inclusion of confidential information and failure to comply with the requirements set forth in this section, TCCO, in its sole discretion, reserves the right to (1) disqualify all Applicants that fail to fully comply with the requirements set forth in this section, or (2) to offer all Applicants that fail to fully comply with the requirements set forth in this section additional time to comply.**

Applicant should not submit a PIA Copy indicating that the entire Application is exempt from disclosure. Merely making a blanket claim that the entire Application is protected from disclosure because it contains any amount of confidential, proprietary, trade secret, or privileged information is not acceptable, and may make the entire Application subject to release under the PIA.

Applications should not be marked or asserted as copyrighted material. If Applicant asserts a copyright to any portion of its Application, by submitting an Application, Applicant agrees to reproduction and posting on public websites by the State of Texas, including HHSC and all other state agencies, without cost or liability.

TCCO will strictly adhere to the requirements of the PIA regarding the disclosure of public information. As a result, by participating in this OE process, Applicant acknowledges that all information, documentation, and other materials submitted in the Application in response to this OE may be subject to public disclosure under the PIA. HHSC does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the PIA and by rulings of the Office of the Texas Attorney General. Applicants are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. TCCO assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Applicants.

For more information concerning the types of information that may be withheld under the PIA or questions about the PIA, refer to the *Public Information Act Handbook* published by the Office of the Texas Attorney General, or contact the attorney general’s Open Government Hotline at (512) 478-OPEN (6736) or toll-free at (877) 673-6839 (877-OPEN TEX). The *Public Information Act Handbook* may be accessed at:

<https://www.texasattorneygeneral.gov/open-government/members-public>

* 1. **Applicant waiver – intellectual property**

**Submission of any document to any HHSC or TCCO in response to this OE constitutes an irrevocable waiver, and agreement by the submitting party to fully indemnify the State of Texas, HHSC from any claim of infringement by HHSC regarding the intellectual property rights of the submitting party or any third party for any materials submitted to HHS by the submitting party.**

1. **BINDING OFFER**

All Applications should be responsive to the OE as issued or amended through written and posted Addenda, not with any assumption that TCCO will negotiate any or all terms, conditions, or provisions of the OE. Furthermore, all Applications constitute binding offers. **Any Application that includes any type of disclaimer or other statement indicating that the Application submitted in response to this OE does not constitute a binding offer may be disqualified.**

1. **Application SUBMISSION requirements**

The Application must be submitted in accordance with this section, Section 12 and Appendix A.

The completed application, which includes all forms, must be submitted to the physical address specified below. Emailed applications will be acceptable.

Texas Civil Commitment Office

ATTN: Roxanne Lackey

OE: Clinical Examiner Services for Civilly Committed Sex Offenders

OE HHS0012368

4616 West Howard Lane

Building 2, Suite 350

Austin, TX 78728

Email: Roxanne.Lackey@tcco.texas.gov

Each Applicant is solely responsible for ensuring its Application is submitted in accordance with all OE requirements and ensuring timely receipt by HHSC and TCCO.

In no event will HHSC or TCCO be responsible or liable for any delay or error in submission or delivery.

The Application may be submitted either by hardcopy or e-mail.

* 1. **Hard Copy Submission – USPS Mail, Express Mail, Hand Delivery**

Each Applicant is solely responsible for ensuring its Application is submitted in accordance with all OE requirements, including, but not limited to, the Appendix A, Checklist for Submission, proper labeling, sufficient postage or delivery fees, and ensuring timely receipt by HHSC.

In no event will TCCO be responsible or liable for any delay or error in delivery. Applications must be RECEIVED by TCCO before the OE period closes as identified in Schedule of Events, Section 1, or subsequent Addenda.

The Application, including all ORIGINAL documentation outlined in Section 12, must be delivered to HHSC in its entirety in one envelope or package.

Submit one (1) digital copy on portable media such as a USB flash drive. Any disparities between the contents of the original hard copy and the copy will be interpreted in favor of TCCO.

Address for hand delivery, US Postal Service, other Carrier or overnight or Express Mail delivery:

Texas Civil Commitment Office

ATTN: Roxanne Lackey

OE: Clinical Examiner Services for Civilly Committed Sex Offenders

OE HHS0012368

4616 West Howard Lane

Building 2, Suite 350

Austin, TX 78728

Email: Roxanne.Lackey@tcco.texas.gov

Applications submitted by facsimile, or any other method not specified in this OE, will NOT be accepted or considered.

* 1. **E-Mail Submission**

Each Applicant is solely responsible for ensuring its Application is submitted in accordance with all OE requirements, including, but not limited to, Section 12 Required Application Documents and Appendix A, and ensuring timely e-mail receipt by TCCO.

The Application, including all documentation outlined in Appendix A, Checklist for Submission, must be sent in its entirety in one or more e-mails.

**In no event will TCCO be responsible or liable for any delay or error in delivery. Applications must be RECEIVED by TCCO before the OE period closes as identified in Schedule of Events, Section 1, or subsequent Addenda.**

The e-mail subject line should contain the OE number, title as indicated on the cover page and number of e-mails if more than one (e.g., E-mail 1 of #, etc.). The Applicant is solely responsible for ensuring that Applicant’s complete electronic Application is sent to, and actually RECEIVED by TCCO at the proper destination server before the submission deadline.

IMPORTANT NOTE: TCCO recommends a 10MB limit on each attachment. This may require Applicants to send multiple e-mails to TCCO at **Roxanne.Lackey@tcco.texas.gov** to ensure all documentation contained in an application is received.

All documents should be submitted in Microsoft office® formats (Word® and Excel®, as applicable) or in a form that may be read by Microsoft office® software. Any documents with signatures shall be submitted as a portable document format (pdf) file. HHSC is not responsible for documents that cannot be read or converted. Unreadable applications may be, in TCCO’s sole discretion, rejected as nonresponsive.

Please be aware Internet Service Providers may limit file sizes on outgoing emails; therefore, it is recommended Applications not contain graphics, pictures, letterheads, etc., which consume a lot of space. These typically include \*.tif/\*.tiff, \*.gif, & \*.bmp file extensions, but may use others, as well. TCCO's firewall virus protection runs at all times, so during times of new active virus alerts, incoming traffic may be delayed while virus software scans emails with attachments. TCCO takes no responsibility for e-mailed Applications that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any TCCO anti-virus or other security software.

Applicants may email the Point of Contact, Section 4.1 to request confirmation of receipt.

* 1. **Receipt of Application**

All Applications become the property of TCCO upon receipt and will not be returned to Applicants.

TCCO will NOT be held responsible for any Application that is mishandled by the Applicant, any Applicant’s delivery or mail service or for Applications sent by e-mail that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any TCCO anti-virus or other security software.

Applications received after the OE Period closes will not be considered.

1. **SCREENING OF APPLICATIONS**

Neither issuance of this OE nor retention of Applications constitutes a commitment on the part of TCCO to award a Contract. TCCO maintains the right to reject any or all Applications and to cancel this OE if TCCO, in their sole discretion, considers it to be in the best interests of TCCO to do so.

Submission and retention of Applications by TCCO confers no legal rights upon any Applicant.

TCCO reserves the right to select qualified Applicants to this OE with or without discussion of the Applications with Applicants. It is understood by Applicant that all Applications, contracts, and related documents are subject to the Texas Public Information Act.

* 1. **Initial Screening of Applications**

An initial screening of Applications will be conducted by TCCO to determine which Applications are deemed to be responsive and qualified for further consideration for award. This screening includes a review to determine that each Applicant meets the minimum requirements, qualifications and each Application includes all required documentation.

TCCO reserves the right to:

1. Ask questions or request clarification from any Applicant at any time during the OE and screening process, and
2. Conduct studies and other investigations as necessary to evaluate any Application.

TCCO reserves the right to waive minor informalities in an Application. A "minor informality" is an omission or error that, in TCCO’s determination if waived or modified when screening Applications, would not give an Applicant an unfair advantage over other Applicants or result in a material change in the Application or OE requirements.

TCCO, at its sole discretion, may give an Applicant the opportunity to submit missing information or make corrections. The missing information or corrections must be submitted to the Point of Contact e-mail address in Section 4.1 by the deadline set by TCCO. Failure to respond before the deadline may result in TCCO’s rejecting the Application and the Applicant not being considered for award.

Note: Any disqualifying factor set forth in this OE does not constitute an informality (e.g., Exhibit A, Affirmations and Solicitation Acceptance, which must be signed and submitted with the Application).

* 1. **Verification of Past Vendor Performance**

TCCO reserves the right to conduct studies and other investigations as necessary to evaluate any Application. By submitting an Application, the Applicant generally releases from liability and waives all claims against any party providing information about the Applicant at the request of TCCO.

Applicants may be rejected as a result of unsatisfactory past performance under any contract(s) as reflected in vendor performance reports, reference checks, or other sources.

An Applicant’s past performance may be considered in the initial screening process and prior to making an award determination.

Reasons for which an Applicant may be denied a contract include but are not limited to:

1. Applicant has an unfavorable report or grade on the CPA Vendor Performance Tracking System (VPTS). VPTS may be accessed at:

<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>

OR

1. Applicant is currently under a corrective action plan through TCCO; OR
2. Applicant has had repeated, negative vendor performance reports for the same reason; OR
3. Applicant has a record of repeated non-responsiveness to vendor performance issues; OR
4. Applicant has contracts or purchase orders that have been cancelled in the previous 12 months for non-performance or sub-standard performance.

In addition, TCCO may examine other sources of vendor performance which may include information provided by any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government.

The performance information may include, but is not limited to:

* Notices of termination,
* Cure notices,
* Assessments of liquidated damages,
* Litigation,
* Audit reports, and
* Non-renewals of contracts.

Further, TCCO, at its sole discretion**,** may initiate investigations or examinations of vendor performance based upon media reports. Any negative findings, as determined by TCCO in its sole discretion**,** may result in TCCO’s removing the Applicant from further consideration for award.

1. **AWARD PROCESS**
   1. **Contract Award and Execution**

TCCO at its sole discretion, reserves the right to cancel this OE at any time or decline to award any contracts as a result of this OE.

TCCO intends to award one or more contracts as a result of this OE.

All awards are contingent upon approval of the TCCO Executive Director.

* 1. **Compliance for Participation in State Contracts**

1. **State of Texas Debarment**

Must not be debarred from doing business with the State of Texas through the Comptroller of Public Accounts(CPA):

<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>

1. **System of Award Management (SAM) Exclusions List - Federal**

Must not be excluded from contract participation at the federal level. This verification is conducted through SAM, official website of the U.S. Government which may be accessed at this link:

<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

Note: If the link does not work, copy/paste the link into browser bar.

1. **Divestment Statute Lists**

Must not be listed on the Divestment Statute Lists provided by CPA which may be accessed at: <https://comptroller.texas.gov/purchasing/publications/divestment.php>

1. Companies that boycott Israel;
2. Scrutinized Companies with Ties to Sudan;
3. Scrutinized Companies with Ties to Iran;
4. Designated Foreign Terrorist Organizations; and
5. Scrutinized Companies with Ties to Foreign Terrorist Organizations.
6. **HHS Office of Inspector General**

Must not be listed on the HHS Office of Inspector General Texas Exclusions List for people or businesses excluded from participating as provider:

<https://oig.hhsc.texas.gov/exclusions>

1. **U.S. Department of Health and Human Services**

Must not be listed on the U.S. Department of Health and Human Services Office of Inspector General’s List of Excluded Individuals/Entities (LEIE), excluded participation as provider, unless a valid waiver is currently in effect: <https://exclusions.oig.hhs.gov/>

1. **Texas Franchise Tax Status**

The Texas franchise tax is a privilege tax imposed on each taxable entity formed or organized in Texas or doing business in Texas. Although not all entities are required to file or pay franchise taxes, HHSC or TCCO will process a search of the Applicant through the CPA Franchise Tax system to verify the Applicant is in good standing.

Franchise tax checks may reveal as to applicable entities (1) debts or delinquencies owed to the state (implicating contracting limitations) and (2) forfeiture of the right to transact business in Texas.

1. **Texas Warrant Hold Status**

The check for warrant holds through the CPA is required to determine if an Applicant is on hold for any reason. [Texas Government Code Section 2252.903](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm" \l "2252.903) requires agencies to verify the warrant hold status no earlier than the seventh day before and no later than the day of contract execution for transactions involving a written contract. In accordance with Section 3.3 of Exhibit B, TCCO Uniform Terms and Conditions, payments under any contract resulting from this OE will be applied directly toward eliminating the Applicant’s debt or delinquency regardless of when it arises.

1. **Texas Secretary of State**

Must be registered, if required by law, with the Texas Secretary of State as a public or private entity eligible to do business in Texas:

<https://direct.sos.state.tx.us/acct/acct-login.asp>

* + 1. **Additional Required Pre-Award Verifications**

After the checks performed in Section 14.2, the following verifications will be conducted for each Applicant. The verifications will be based on the legal name and, if applicable, the Assumed Business Name (D.B.A.), and/or the Secretary of State (SOS) charter number, the Federal ID or Texas Payee ID numbers, or the CPA Franchise Tax number provided, as applicable, on Exhibit A, Affirmations and Solicitation Acceptance.

The results of the checks below will be used to further consider an Applicant for award and may result in disqualification.

1. **State of Texas Debarment**

Must not be debarred from doing business with the State of Texas through the Comptroller of Public Accounts(CPA):

<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>

1. **System of Award Management (SAM) Exclusions List - Federal**

Must not be excluded from contract participation at the federal level. This verification is conducted through SAM, official website of the U.S. Government which may be accessed at this link:

<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>

Note: If the link does not work, copy/paste the link into browser bar.

1. **Divestment Statute Lists**

Must not be listed on the Divestment Statute Lists provided by CPA which may be accessed at: <https://comptroller.texas.gov/purchasing/publications/divestment.php>

1. Companies that boycott Israel;
2. Scrutinized Companies with Ties to Sudan;
3. Scrutinized Companies with Ties to Iran;
4. Designated Foreign Terrorist Organizations; and
5. Scrutinized Companies with Ties to Foreign Terrorist Organizations.
6. **HHS Office of Inspector General**

Must not be listed on the HHS Office of Inspector General Texas Exclusions List for people or businesses excluded from participating as provider:

<https://oig.hhsc.texas.gov/exclusions>

1. **U.S. Department of Health and Human Services**

Must not be listed on the U.S. Department of Health and Human Services Office of Inspector General’s List of Excluded Individuals/Entities (LEIE), excluded participation as provider, unless a valid waiver is currently in effect:

<https://exclusions.oig.hhs.gov/>

1. **Texas Franchise Tax Status**

The Texas franchise tax is a privilege tax imposed on each taxable entity formed or organized in Texas or doing business in Texas. Although not all entities are required to file or pay franchise taxes, HHSC or TCCO will process a search of the Applicant through the CPA Franchise Tax system to verify the Applicant is in good standing.

Franchise tax checks may reveal as to applicable entities (1) debts or delinquencies owed to the state (implicating contracting limitations) and (2) forfeiture of the right to transact business in Texas.

1. **Texas Warrant Hold Status**

The check for warrant holds through the CPA is required to determine if an Applicant is on hold for any reason. [Texas Government Code Section 2252.903](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm" \l "2252.903) requires agencies to verify the warrant hold status no earlier than the seventh day before and no later than the day of contract execution for transactions involving a written contract. In accordance with Section 3.3 of Exhibit B, TCCO Uniform Terms and Conditions, payments under any contract resulting from this OE will be applied directly toward eliminating the Applicant’s debt or delinquency regardless of when it arises.

1. **Texas Secretary of State**

Must be registered, if required by law, with the Texas Secretary of State as a public or private entity eligible to do business in Texas:

<https://direct.sos.state.tx.us/acct/acct-login.asp>

* 1. **Award To Governmental Entities**

If Applicant is a governmental entity, responding to this OE in its capacity as a governmental entity, certain terms and conditions may not be applicable including, but not limited to, any HSP requirement. Furthermore, to the extent permitted by law, if an Application is received from a governmental entity, TCCO reserves the right to enter into an interagency or interlocal agreement with the governmental entity.

**APPENDIX A - APPLICATION INSTRUCTIONS AND CRITERIA FOR ACCEPTANCE**

The following application documents are required:

FORM A: Face Page

FORM B: Open Enrollment Application Checklist

FORM C: Additional Treatment Providers

FORM D: Vendor Information Form

FORM E: Documentation Reflecting Recognition by JPCOT

FORM F: Pricing

FORM G: Child Safety Zone Certification

FORM H: Copy of Professional Malpractice Insurance Policy or Errors and Omissions Insurance

FORM I: Resume

Applicant must submit all documents required in this OE, to include Section 12 Required Application Documents. An application must be complete to be considered.

The TCCO expressly reserves the right to review and analyze the documentation submitted and determine the applicant’s eligibility to provide services.

Application Preparation and Assembly.

Submit an electronic version of the application either via email or on a USB flash drive if mailing or hand delivery. A complete application consists of responses to all required forms and information listed on FORM B, Open Enrollment Application Checklist.

Place the Application Face Page (FORM A) at the front of the application packet followed by Open Enrollment Application Checklist (FORM B). Beginning with the Application Face Page, number every page of the application consecutively, in the lower right corner.

Upon receipt, the application will be screened for completeness and accuracy and reviewed. Applicants that meet the eligibility requirements and submit the signed and completed forms included in this OE will pass the evaluation.

After the application and contract is signed by both parties, an executed copy of the contract will be mailed to the applicant.

**FORM A: Face Page**

Texas Civil Commitment Office

Polygraph Services

Open Enrollment Application HHS0012368

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| **CONTRACTOR INFORMATION** | | | | | | | | | | | | | | | | | | | | | |
| **1)LEGAL NAME:** | | | | |  | | | | | | | | | | | | | | | | |
| **2) MAILING Address** **Information** (include mailing address, street, city, county, state and 9-digit zip code): | | | | | | | | | | | | | | | |  | |  | | | |
|  | |  | | | | | | | | | | | | | | | | | | | |
| **3) PAYEE Mailing Address, including 9-digit zip code** (if different from above): | | | | | | | | | | | | | | | |  | |  | | | |
|  | |  | | | | | | | | | | | | | | | | | | | |
| **4) Federal Tax ID No.** (9-digit), **State of Texas Comptroller Vendor ID No.** (14-digit) or if an individual, **Social Security Number** (9-digit) : | | | | | | | | | | | | | | |  | | | | | | |
| ***\****The vendor acknowledges, understands and agrees that the vendor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests. | | | | | | | | | | | | | | | | | | | | | |
| **5) TYPE OF ENTITY** (check all that apply): | | | | | | | | | | | | | | | | | | | | | |
|  | |  | City | | | |  | | Nonprofit Organization**\*** | | | |  | Individual | | | | | | | |
|  | |  | County | | | |  | | For Profit Organization**\*** | | | |  | FQHC | | | | | | | |
|  | |  | Other Political Subdivision | | | |  | | HUB Certified | | | |  | State Controlled Institution of Higher Learning | | | | | | | |
|  | |  | State Agency | | | |  | | Community-Based Organization | | | |  | Hospital | | | | | | | |
|  | |  | Indian Tribe | | | |  | | Minority Organization | | | |  | Private | | | | | | |  |
|  | |  |  | | | |  | | Faith-based Organization | | | |  | Other (specify): | | |  | | | |  |
| **\***If incorporated, provide 10-digit charter number assigned by Secretary of State: | | | | | | | | | | |  | | | | |  | | | | | |
| **6) WILLING TO TRAVEL:** □yes or □ no | | | | | | | | | | | | | | | | | | | |  | |
| **7) LIST ALL COUNTIES CONTRACTOR CAN SERVE:** | | | | | | | | | | | | | | | | | | | |  | |
|  |  | | | | | | | | | | | | | | | | | | | | |
| **8) CONTACT PERSON**  Name:  Phone:  Fax:  E-mail: | | | | | | | |  | | | | | | | | | | |  | | |
| The facts affirmed by me in this application are truthful and I warrant that the applicant is in compliance with the assurances and certifications attached in Appendix A**,** and will provide services in accordance with **25 Texas Administrative Code, §§37.51-37.65.** This document has been duly authorized by the governing body of the applicant and I (the person signing below) am authorized to represent the applicant. | | | | | | | | | | | | | | | | | | | | | |
| **9)AUTHORIZED REPRESENTATIVE** | | | | | |  | | | | **10)SIGNATURE OF AUTHORIZED REPRESENTATIVE** | | | | | | | | | | | |
|  | | Name  Title  Phone  Fax  Email | |  | | | | | |  | | | | | | | | | | | |
| **11) DATE** | | | | | | | | | | | |
|  | |  | | | | | | | | | |

GENERAL INSTRUCTIONS FOR THE FACE PAGE

This form provides basic information about the applicant and the proposed project with the Texas Civil Commitment Office, including the signature of the authorized representative. It is the cover page of the enrollment application and is required to be completed. Signature affirms that the facts contained in the applicant’s response are truthful and acknowledges that continued compliance is a condition for the award of a contract. Please follow the instructions below to complete the face page form and return with the applicant’s enrollment application.

**1) LEGAL NAME** -Enter the legal name of the applicant.

**2) MAILING ADDRESS INFORMATION** -Enter the applicant’s complete street and mailing address, city, county, state, and 9-digit zip code.

**3) PAYEE MAILING ADDRESS** -Payee – Entity involved in a contractual relationship with applicant to receive payment for services rendered by applicant and to maintain the accounting records for the contract; i.e., fiscal agent. Enter the PAYEE’s name and mailing address, including 9-digit zip code, if PAYEE is different from the applicant. The PAYEE is the corporation, entity or vendor who will be receiving payments.

**4) FEDERAL TAX ID/STATE OF TEXAS COMPTROLLER VENDOR ID/SOCIAL SECURITY NUMBER** - Enter the Federal Tax Identification Number (9-digit) or the Vendor Identification Number assigned by the Texas State Comptroller (14-digit). \*The vendor acknowledges, understands and agrees that the vendor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.

**5) TYPE OF ENTITY** -The type of entity is defined by the Secretary of State and/or the Texas State Comptroller. Check all appropriate boxes that apply.

HUB is defined as a corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (economically disadvantaged) because of their identification as members of certain groups: Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by the Texas Building and Procurement Commission or another entity.

MINORITY ORGANIZATION is defined as an organization in which the Board of Directors is made up of 50% racial or ethnic minority members.

If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

**6) WILLING TO TRAVEL - I**dentify if the Contractor is willing to travel to counties not identified in this OE.

**7) ALL TEXAS COUNTIES CONTRACTOR CAN SERVE** - Enter the Texas counties the Applicant can serve.

**8) CONTACT PERSON** -Enter the name, phone, fax, and e-mail address of the person responsible for the contract.

**9) AUTHORIZED REPRESENTATIVE** - Enter the name, title, phone, fax, and e-mail address of the person authorized to represent the applicant. Check the “Check if change” box if the authorized representative is different from previous submission to TCCO.

**10)** **SIGNATURE OF AUTHORIZED REPRESENTATIVE** - The person authorized to represent the applicant must sign in this blank.

**11) DATE** - Enter the date the authorized representative signed this form.

**FORM B: Open Enrollment Application Checklist**

Texas Civil Commitment Office

Polygraph Services

Open Enrollment Application HHS0012368

Each Enrollment Application Must Contain the Following Completed Items:

|  |  |
| --- | --- |
| Document | Check (√), if included |
| FORM A: TCCO Face Page – Signature Required |  |
| FORM B: Open Enrollment Application Checklist |  |
| FORM C: Additional Polygraphers |  |
| FORM D: Vendor Information Form – Signature Required |  |
| FORM E: Documentation Reflecting Recognition by JPCOT |  |
| Form F: Pricing |  |
| Form G: Child Safety Zone Certification |  |
| Form H: Copy of Professional Malpractice Insurance Policy or Errors and Omissions Insurance |  |
| Form I: Resume |  |

**required application documents**

|  |
| --- |
| **Documentation Required for Submission**  **All documentation listed must be returned for a complete Application. Provide the documentation in the same sequence as outlined below by using the Item number(s) and title(s) as necessary.** |
| 1. **Exhibit A – Affirmations and Solicitation Acceptance**   Must be completed and signed.  **Important Note: Applications received without the signed Exhibit A will be disqualified.** |
| 1. **Public Information Act Copy, if applicable** |
| 1. **OE Addenda, if applicable - signed** |
| 1. **Exhibit D (Part 1 and Part 2) – Federal Assurances and Certification**   Completed and signed |
| 1. **Exhibit B - DUA, – Attachment 2 (Security and Privacy Initial Inquiry) –** completed and signed |
| 1. **Minimum Qualifications – Reference Section 6**   **Required Experience:**  Provide documentation of demonstrated experience to confirm the Applicant meets the minimum requirements. This applies to the Applicant’s business, Subcontractor(s) and both Applicant’s and Subcontractor’s personnel.  **References:**  Applicants must provide a minimum of three (3) references for contracts of similar size and scope of services within the last 2 years.  For each reference, provide the following documentation with Application:   * Name, address, and phone number for each reference; * Dates services performed and/or goods provided; * Description of services performed and/or goods provided; and * Key staff assigned to the referenced contract/project who will be designated for work for any resulting Contract under this OE   **Licensure or Accreditation**  Provide current copies of all required Licensure and Accreditation for the Applicant and Applicant’s personnel as applicable**.**  **Additional Minimum Qualifications:**  Provide documentation of qualifications to confirm the Applicant meets the minimum requirements. This applies to the Applicant’s business, Subcontractor(s) and both Applicant’s and Subcontractor’s personnel. |
| 1. **Organizational Chart and Key Personnel**   Applicant must provide an organizational chart for the key staff members who will be responsible for the performance of the services requested under this OE. Include profiles and resumes for all staff. The profiles and/or resumes shall include the first, middle name or initial and last names for all key staff. |
| 1. **Executive Summary**  * **Statement of Work – Section 7**   Provide the Applicant’s approach to meeting the requirements of the Statement of Work including any other requirements of this OE.   * **Applicant Business Structure or Company Type:**   Provide the entity type (e.g., Private, Non-Profit, State Agency, Local Government, etc.). If Corporation, provide State of Incorporation and filing number.     * **Court or Governmental Agency Proceedings, Investigations, or Other Actions**:   Applicant shall provide information required pursuant to the Affirmations and Solicitation Acceptance (Exhibit A), paragraph 36.   * **Former Employees of a Texas State Agency:**   Applicant must provide the following information regarding individuals that formerly worked for any Texas state agency and now work for Applicant or any of Applicant’s subcontractors:  Name  Address  Phone Number  State agency for which previously worked  Dates of employment for each identified state agency  Any additional information requested by HHS regarding identified individuals must be provided by Applicant. |
| 1. **Notice of Criminal Activity – Reference Section 7.5**   Provide confirmation that the Applicant, any person with ownership or controlling interest, their agent, employee, subcontractor or volunteer who will be providing the required services are not:   1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or 2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program, or sex crime. |
| 1. **Notice of Insolvency or Indebtedness – Reference Section 7.6**   Provide with the Application detailed written descriptions of any insolvency, incapacity, and outstanding unpaid obligations of Applicant owed to the Internal Revenue Service (IRS) or the State of Texas, or any agency or political subdivision of the State of Texas. |
| 1. **Applicant Contact Information**   Titles of personnel for contact information:   * Person Authorized to Sign Contract * Primary Contact for Questions Regarding Application * Financial Officer * Accounts Payable * Primary Contact for Contract Management * Alternate Contact for Contract Management   Provide this information for each contact listed above:   * Name and Title * Mailing Address * Phone Number * E-mail Address |
| 1. **Contractor Service Locations – Reference Section 7**   Provide a list of each service location and include the following at a minimum:   * Location Name * Physical Address * Phone Number * E-mail Address * Services Offered |
| 1. **Subcontractor Information**   Provide a list of all subcontractors which must include at a minimum:   * Business Structure (Type of entity) * DBA name, if applicable with associated Texas County(s) * Addresses – Physical and Mailing, if different * Contact Information – Phone and e-mail * Texas Historically Underutilized Business (HUB) – If applicable, provide copy of Certificate |
| 1. **Insurance – Reference Section 6 and Section 9**   Applicant must provide proof of insurance or a statement of its intent to obtain and maintain for the term of the Contract (and any renewal periods or additional extensions) the minimum insurance coverage specified or, as applicable, any bonds required. Applicant should also describe other insurance coverage maintained in the ordinary course of business and provide proof of same in its Application.  TCCO may designate a deadline for submission of proof of required insurance. Failure to timely submit acceptable proof may result in TCCO’s revocation of the award.  **Alternative Insurability:**  Provide proposed alternative methods of insuring the Contract, if awarded, and a detailed explanation regarding Applicant's inability to obtain the required insurance and/or bonds. |

**FORM C: Additional Polygraph Examiners**

Texas Civil Commitment Office

Polygraph Services

Open Enrollment Application HHS0012368

|  |  |
| --- | --- |
| Legal Name of Contractor: |  |

*This form provides information about the appropriate contacts in the Contractor’s organization in addition to those on the FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Contract Management Unit****.***

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | | | | | | |
| **Polygraph Examiner:** |  | | |  | **Mailing Address (incl. street, city, county, state, & zip):** | |
| **Areas Covered:** |  | | |  |  |  |
| **Phone:** |  | | Ext. |  |  |  |
| **Fax:** |  | | |  |  |  |
| **E-mail:** |  | | |  |  |  |
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|  | | | | | | |
| **Polygraph Examiner:** |  | | |  | **Mailing Address (incl. street, city, county, state, & zip):** | |
| **Areas Covered:** |  | | |  |  |  |
| **Phone:** |  | | Ext. |  |  |  |
| **Fax:** |  | | |  |  |  |
| **E-mail:** |  | | |  |  |  |
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| **Polygraph Examiner:** |  | | |  | **Mailing Address (incl. street, city, county, state, & zip):** | |
| **Areas Covered:** |  | | |  |  |  |
| **Phone:** |  | | Ext. |  |  |  |
| **Fax:** |  | | |  |  |  |
| **E-mail:** |  | | |  |  |  |
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| **Polygraph Examiner:** |  | | |  | **Mailing Address (incl. street, city, county, state, & zip):** | |
| **Areas Covered:** |  | | |  |  |  |
| **Phone:** |  | Ext. | |  |  |  |
| **Fax:** |  | | |  |  |  |
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| **Polygraph Examiner:** |  | | |  | **Mailing Address (incl. street, city, county, state, & zip):** | |
| **Areas Covered:** |  | | |  |  |  |
| **Phone:** |  | Ext. | |  |  |  |
| **Fax:** |  | | |  |  |  |
| **E-mail:** |  | | |  |  |  |
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\* Copies of documentation of JPCOT Recognition must be included for all polygraph examiners.

Add additional pages if necessary.

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| **FORM D: Vendor Information Form**  Texas Civil Commitment Office  Polygraph Services  Open Enrollment Application HHS0012368 | |  |
| VENDOR INFORMATION NEW \_\_\_\_ or Update Information \_\_\_\_ | | | | |
| 1a. Legal name **of Other Party (OP)** as it appears on documentation from IRS, Comptroller, or Secretary of State. This is the name that will appear on the contract document either as “Contractor” or by name. If using an assumed name, please attach documentation from Office of the Secretary of State or County Attorney. | | | | |
| 1b**. OP Address including Street and Mailing Addresses, City, County, State and 9-digit Zip Code**: | | | | |
| 1c. **PAYEE Name and Mailing Address including 9-digit zip code** (as it should appear on financial instruments and remittances): | | | | |
| 1d. Federal Employer Identification No. [FEIN] (9- Digit), name and Social Security Number (SSN), if individual, or State of Texas Comptroller Vendor Identification No. (14-digit).  **NOTE: \*The Contractor acknowledges, understands and agrees that the Contractor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.** | | | | |
| 1e**. Mail code**, if known (3 digits): | | | | |
| 2. TYPE OF ENTITY (enter appropriate letter in box):  Is your entity certified as a HUB? € Yes € No A. City or County (Governmental Entity)  B. State Agency  C. State Institution of Higher Learning  D. Other Political Subdivision  E. Texas Non-profit Corporation \*  F. Texas for Profit Corporation\*  G. Professional Association\*  H. Regular Association  I. Sole Proprietor  J. Individual  K. Partnership\*\*  L. Limited Partnership\*\*  M. Out-of-State Corp\*  N. Other \*\*\*  \*Please provide 10-digit charter or file number assigned by the Secretary of State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \*\* Please provide the name and SSN or FEIN of each partner.  \*\*\*If “Other”, Specify. | | | | |
| 3a. Legal name of person or entity authorized to contract with the Texas Civil Commitment Office | | | | |
| 3b. Typed **Name & Title of Person** *Authorized to Sign Contracts*: | | 3b. Telephone | | |
| 3c. Typed **Name & Title** of Contact Person (Contract Documents and Correspondence) | | 3c. Telephone | | |
| 3d. Contact Person’s E-mail Address | |  | | |
| 4a. Signature of person *Authorized to Sign Contracts* : | | 4b. Date | | |

**Form E: Documentation Reflecting Recognition by JPCOT**

Texas Civil Commitment Office

Polygraph Services

Open Enrollment Application HHS0012368

Applicant must use this space to attach a copy of documentation reflecting recognition by JPCOT.

\*Copies of documentation of JPCOT Recognition must be included for all polygraph examiners. Add additional pages if necessary.

**Form F: Pricing**

Texas Civil Commitment Office

Polygraph Services

Open Enrollment Application HHS0012368

|  |  |
| --- | --- |
| **Examination Type** | **\*Price** |
| Instant Offense, Sexual History, Maintenance and Monitoring | $250.00 |
| Missed Appointment Fee | $25.00 |
| Court Appearance – Requested by TCCO | $150.00 (Hourly Rate) |
| Affidavit Requested by TCCO | $150.00 (Per Affidavit) |

Travel Rates based on State Travel rates at:

<https://fmx.cpa.state.tx.us/fm/travel/travelrates.php>

**Form G: Child Safety Zone Certification**

Texas Civil Commitment Office

Polygraph Services

Open Enrollment Application HHS0012368

Contractor Name and Location(s) where services will be provided:

I certify that the above listed facility \_\_\_\_\_ ***is*** (or) \_\_\_\_\_ ***is not*** located in a child safety zone\*.

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

Authorized Signature

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

Name

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

Title

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

Date

**\*CHILD SAFETY ZONE** The 1,000-foot buffer zone that must be maintained between sex offenders and any premises where children commonly gather, including schools, day-care facilities, playgrounds, public or private youth centers, or public swimming pools. Any area within 1,000 feet of these types of premises is considered a child safety zone, unless modified by TCCO. The TCCO shall provide the Contractor written notice of any approved modification to the distance requirement.

**Note: This form is required to be completed for each location providing Services under this contract.**

**FORM H: Professional Malpractice Insurance Policy or Errors and Omissions Insurance**

Texas Civil Commitment Office

Polygraph Services

Open Enrollment Application HHS0012368

Contractor must use this space to attach a copy of Professional Malpractice Insurance Policy or Errors and Omissions Insurance.

**FORM I: Resume**

Texas Civil Commitment Office

Polygraph Services

Open Enrollment Application HHS0012368

Contractor must use this space to attach a copy of their resume, with detail to polygraph education and experience.

### 

### APPENDIX B: QUARTERLY PERFORMANCE REPORT

**TEXAS CIVIL COMMITMENT OFFICE**

**POLYGRAPH EXAMINATION SERVICES**

Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Quarter: \_\_\_\_ 1st (Sept.-Nov) \_\_\_\_ 2nd (Dec.-Feb.) \_\_\_\_ 3rd (March-May) \_\_\_\_ 4th (June – Aug.)

Cities/Areas Covered During this Quarter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| --- | --- | --- |
| **Name of Person Providing Polygraphs Under This Contract** | **Examiners Address** | **JPCOT Effective Date** |
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Attach a separate sheet if there are additional examiners.

1. Has the documentation for JPCOT recognition been submitted for each examiner providing services under this contract during the reporting period?

\_\_\_\_\_ Yes \_\_\_\_ No

1. Average length of time to conduct a polygraph exam during the period (including pre-test, in-test, and post-test) not including the written report: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Number of polygraph examinations conducted during the reporting period: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Number of polygraph examinations submitted to the case manager by the 15th day after completion of the report during the reporting period: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature of Person Completing the Report Date

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

Printed Name of Person Completing the Report

* **APPENDIX C: MILEAGE LOG**

DRIVER NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MONTH: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PAGE: \_\_\_\_\_\_\_ OF \_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| DATE | DEPARTURE LOCATION | DEPARTURE TIME | DEPARTURE MILEAGE | PASSENGER(S) | DESTINATION | ARRIVAL TIME | ARRIVAL MILEAGE | DROP-OFF OR WAIT | TOTAL TIME | TOTAL MILEAGE |
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HQ ADDRESS:

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_