

REVISED PROCUREMENT DRAFT



CALDWELL COUNTY REQUEST FOR PROPOSALS

Contracted Fire Marshal and Fire Code Administration Services

Reference Number	RFP26CCP02P
Issue Date	September 24, 2026 (confirm before release)
Proposal Deadline	2:00 p.m. Central Time, October 22, 2026 (confirm before release)
Procurement Contact	Dominique Esquivel, Purchasing Assistant
Submission	Sealed hard copy or BidNet Direct, as stated in Section 2

DRAFT FOR COUNTY ATTORNEY AND PURCHASING REVIEW

This RFP procures a complete outsourced service from an organization; it is not recruitment for a County employee position. County counsel should confirm the lawful structure for any official acts, including any appointment, designation, interlocal agreement, or other authorization required by Texas law, before release.

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Release control: The dates, County contact assignments, term, insurance limits, and any electronic-submission instructions must be confirmed before publication.

1. Solicitation Overview

1.1 Purpose

Caldwell County, Texas (County) does not currently employ a County Fire Marshal and is not soliciting applications from individuals for appointment or County employment. The County requests proposals from qualified companies, firms, or governmental entities to provide a complete, outsourced fire marshal and fire-code administration services program for the unincorporated area of the County. The selected Respondent will be the contracting service provider and will furnish, employ or engage, supervise, and coordinate all personnel needed to perform the services described in Appendix A.

The County adopted the Caldwell County Fire Code on August 13, 2026. The adopted code incorporates the 2024 International Fire Code (IFC), subject to the County's local provisions and any future lawful amendments. The successful Respondent shall apply the code only within its lawful scope and shall follow written interpretations issued by the County's authorized official.

Organizational service model and public authority: The County is procuring services from an organization, not hiring one person as a County Fire Marshal. The selected provider will remain the contracting party and employer or principal of its assigned personnel. Because Texas law assigns some powers to an individual public officer or an eligible governmental inspector, the final contract must identify which provider personnel may perform each task and what County appointment, designation, interlocal agreement, approval, or other lawful mechanism is required for an official act.

1.2 Governing Authority

- Texas Local Government Code Chapter 233, Subchapter C, for county fire-code regulation of covered construction and substantial improvements.
- Texas Local Government Code Chapter 352 for the independent statutory powers and duties of a duly appointed County Fire Marshal.
- Texas Local Government Code Chapter 232 only when the County separately requests lawful subdivision-review support.
- The Caldwell County Fire Code adopted August 13, 2026, the 2024 IFC as incorporated, applicable state licensing laws, and written County policies.
- Texas procurement, public-information, records-retention, ethics, and contracting laws applicable to the award.

If a conflict exists, controlling federal or state law prevails, followed by the County's adoption order and lawful written County direction. The contractor shall promptly identify conflicts and shall not independently expand County jurisdiction.

1.3 Reserved Rights

The County may reject any or all proposals, waive minor informalities to the extent permitted by law, request clarification, conduct discussions, request best and final offers, negotiate with one or more Respondents as allowed by law, make a partial or multiple award, cancel the solicitation, or re-solicit. Issuance of this RFP does not obligate the County to award a contract or reimburse proposal costs.

2. Schedule, Questions, and Submission

Event	Date / Time
RFP release	September 24, 2026

Event	Date / Time
Deadline for written questions	5:00 p.m. Central Time, October 15, 2026
Proposal deadline and public opening	2:00 p.m. Central Time, October 22, 2026
Anticipated Commissioners Court award	November 12th, 2026
Anticipated service start	To be established in the executed contract

All dates are subject to written amendment. Respondents are responsible for monitoring the County bid-request page and BidNet Direct for addenda.

2.1 Questions and Addenda

Submit written questions to Dominique Esquivel, Purchasing Assistant, at dominique.esquivel@co.caldwell.tx.us. Oral explanations are not binding. A change affecting interpretation, scope, competition, or price will be issued only by written addendum. Respondents shall acknowledge every addendum in their proposal.

2.2 Submission

- Hard copy: one signed original and one electronic copy on a USB drive, in a sealed package labeled with the RFP number and proposal deadline, delivered to Caldwell County Purchasing Department, Attn: Dominique Esquivel, 110 S. Main Street, Room 302, Lockhart, Texas 78644.
- Electronic: submit through BidNet Direct at www.bidnetdirect.com/caldwellcounty, if the solicitation is active there and the portal instructions permit electronic submission.
- The proposal must be received—not merely sent—before the deadline. Late proposals will be handled under applicable law and County policy.
- Pricing shall be submitted as a separately labeled section using Appendix C.

2.3 Public Information

Proposals and evaluation records are subject to the Texas Public Information Act, Texas Government Code Chapter 552. A Respondent claiming an exception shall clearly identify the specific material and legal basis; blanket confidentiality markings are discouraged. The County cannot guarantee confidentiality and will follow the procedures required by law, including referral to the Office of the Attorney General when applicable.

3. Respondent Eligibility and Legal Status

A Respondent must be a legally organized company, firm, nonprofit organization, or governmental entity capable of furnishing and managing the full service program. A response submitted solely by an individual seeking appointment or employment as County Fire Marshal will not be considered responsive. The proposal must identify the Respondent's legal status and proposed delivery structure because those facts determine which tasks its personnel may lawfully perform.

Respondent Type	Required Disclosure and Limitation
Governmental entity	Identify the statute, interlocal authority, and employees proposed to perform official inspections or other governmental functions. Any interlocal agreement is subject to County legal review and Commissioners Court approval.
Private company / firm	Provide the complete staffed program and identify the legal basis and any County action needed for each proposed official act. The company itself cannot hold a public office, and its personnel may not exercise powers reserved by law without the required lawful authorization.
Prime provider with team	Identify every subcontractor or affiliated entity, employer, role, certification, supervision arrangement, and proposed assignment. The prime provider remains fully responsible for performance, coverage, and legal compliance.

3.1 Minimum Qualifications

- At least five years of recent experience administering or supporting IFC-based fire-code programs for a county, municipality, emergency-services district, or comparable authority.
- A designated contract manager and a qualified lead fire marshal professional, each with clearly defined authority, availability, and experience in Texas local-government code administration.
- Assigned personnel holding certifications appropriate to their tasks, such as ICC Fire Inspector I/II, ICC Fire Plans Examiner, NICET, TCFP certifications where applicable, or equivalent credentials acceptable to the County.
- The designated project manager must hold at least the Basic Fire Marshall certification from the Texas Commission on Fire Protection.
- Capacity to meet the statutory final-inspection response deadline and the performance standards in Appendix A.
- Sufficient qualified personnel, supervision, backup coverage, and business continuity to provide the program without dependence on a single individual.
- No conflict prohibited by Texas Local Government Code Chapter 352 or other applicable law, including any prohibited financial interest in fire-insurance or fire-protection-equipment businesses when the restriction applies to assigned personnel.

4. Proposal Content and Submittal Requirements

1. Transmittal letter signed by a person authorized to bind the Respondent.
2. Respondent profile, legal status, ownership, office locations, and organizational chart.
3. Service-delivery and authority matrix identifying the provider personnel assigned to each task, their employer, their qualifications, the proposed capacity in which they will act, and any County authorization required.
4. Technical approach addressing every workstream and performance standard in Appendix A.
5. Staffing plan, resumes, certifications, professional licenses, availability, backup coverage, and proposed subcontractors.
6. Three references for comparable Texas public-sector work completed or underway within the last five years.
7. Transition and implementation plan for the first 30, 60, and 90 days.
8. Records, cybersecurity, quality-control, and continuity-of-operations plans.
9. Exceptions to the RFP and proposed contract terms, stated by section with alternative language.
10. Separately labeled pricing schedule completed in the form of Appendix C.
11. Required representations, acknowledgments, and forms listed in Appendices F and G.

5. Evaluation, Discussions, and Award

Criterion	What the County Will Evaluate	Points
Legal and technical approach	Understanding of the County's limited statutory authority; sound separation of advisory work from official acts; workflow, quality control, and implementation plan.	30
Personnel qualifications and capacity	Credentials, Texas local-government experience, availability, backup coverage, and ability to meet statutory deadlines.	25
Relevant experience and past performance	Comparable programs, references, defensible interpretations, service quality, and performance history.	20
Price and cost controls	Overall value, transparency, cost reasonableness, rate structure, expense controls, and avoidance of fee-based incentives.	20
Records, security, and reporting	Public-record stewardship, data portability, cybersecurity, auditability, and useful performance reporting.	5

The County may verify references, responsibility, debarment status, licensing, financial capacity, and claims made in a proposal. The County may conduct interviews or demonstrations and may request best and final

offers. Commissioners Court makes the final award. If the selected scope includes a professional service governed by Texas Government Code Chapter 2254, that service will be procured and priced in the manner required by that chapter.

Appendix A - Scope of Services

A.1 Service Objective

The successful Respondent will provide and manage a reliable, transparent, and legally compliant outsourced fire marshal and fire-code administration program for covered properties in unincorporated Caldwell County. The provider must supply the management, qualified personnel, supervision, backup coverage, tools, and continuity necessary to perform all authorized services and integrate with County development-review, permitting, records, finance, legal, and emergency-response functions.

A.2 County Control and Reserved Decisions

The organizational service contract does not by itself confer public office or governmental authority. Unless the selected provider's assigned personnel are separately eligible and lawfully authorized for the particular act, the following decisions remain reserved to the Commissioners Court or the person or official lawfully appointed, designated, or authorized to act:

- Holding or exercising the statutory office of County Fire Marshal, or serving as Fire Code Official, authority having jurisdiction, hearing officer, or appeals body, without the appointment, designation, qualification, or other authorization required by law.
- Issuance, denial, suspension, revocation, or amendment of a permit or Certificate of Compliance.
- Performance of an official inspection when Texas Local Government Code Section 233.064 requires an eligible governmental inspector.
- Issuance of a Chapter 352 order, notice carrying legal compulsion, citation, penalty, variance, subpoena, warrant request, or referral for prosecution or civil enforcement.
- Entry onto private property based solely on statutory public authority; recording a certificate or other instrument in real-property records; or making a final code interpretation binding on the public.
- Setting, waiving, collecting, retaining, or negotiating County fees, fines, or penalties, except ministerial payment processing expressly authorized in writing and subject to County financial controls.

Required legal delivery plan: The proposal must explain how the organization will deliver the complete service while complying with the legal requirements for each official act. Before performance begins, the County and selected provider will approve a responsibility matrix identifying the assigned provider personnel, County decision maker, and any appointment, designation, interlocal agreement, or approval required. The provider remains the contractor and employer even if an individual from its team must separately qualify for a defined public function.

A.3 Mobilization and Program Setup

- Within 10 business days after notice to proceed, conduct a kickoff with County Judge, Purchasing, Development Services, the Auditor, County Engineer Firm, and information-technology staff as designated.
- Within 20 business days, deliver a written procedures manual covering intake, completeness review, conflicts, plan review, inspection scheduling, official approvals, complaints, escalation, records, payment handling, quality control, and continuity of operations.
- Create County-approved templates that identify the provider, assigned professional, capacity in which the professional is acting, and any required County approval.
- Develop a responsibility matrix identifying who performs, reviews, authorizes, and issues each action, including the legal basis for any official act.
- Import or organize open cases and records only under a County-approved migration and validation plan.

A.4 Application Intake and Plan Review Support

- Review applications and plans for covered construction and substantial improvements under the County Fire Code, including site access, water supply and fire flow, fire apparatus access, occupancy classification, egress, fire-resistance features, alarm systems, sprinkler systems, standpipes, underground fire lines, hazardous materials, and other applicable IFC topics.
- Confirm whether the property is within unincorporated Caldwell County and whether the project falls within the County Fire Code's lawful scope. Refer uncertain jurisdictional questions to the County.
- Screen submissions for completeness and issue a consolidated deficiency list; do not create requirements unsupported by the governing code or written County policy.
- Coordinate with Texas-licensed engineers or architects when a matter constitutes professional engineering or architecture. Contractor staff shall not sign or seal beyond their license authority.
- Track the County Fire Code's 30-day permit decision period and alert the County at least five business days before the deadline. A contractor delay does not extend a statutory or code deadline.
- Maintain an auditable record of submittals, revisions, review comments, code citations, communications, recommendations, and County dispositions.

A.5 Inspection Support

- Schedule rough-in, system, above-ceiling, site, and final inspection support as directed by the County and document observable conditions with photographs when appropriate.
- Use County-approved checklists tied to specific code provisions and approved plans. Distinguish construction noncompliance from operational fire or life-safety hazards.
- Upon receipt of a complete request for final inspection, begin the County's official inspection process within five business days as required by Texas Local Government Code Section 233.064(e). Immediately escalate any capacity risk to the County.
- Prepare a written inspection report no later than the next business day after a routine inspection and the same day for an imminent life-safety concern.
- Do not represent a contractor observation as a Certificate of Compliance, certificate of occupancy, or final County approval.
- Document reinspection causes and time. Reinspection charges, if any, must be imposed only under a valid County fee schedule and handled by the County.

A.6 Operational Fire-Safety and Complaint Support

Operational inspections of existing buildings and fire-hazard investigations arise, if at all, under authority separate from the construction-fire-code program. The provider may receive complaints, gather facts, perform consensual site observations, research code issues, and prepare recommendations. Chapter 352 powers, compulsory entry, correction orders, and enforcement may be exercised only by a person who has been lawfully appointed, qualified, and authorized for that function. The proposal must identify the provider's proposed lawful delivery method; the services contract alone is insufficient.

- Maintain a complaint log with source, location, alleged condition, jurisdiction screening, priority, assignment, response, photographs, communication history, and disposition.
- Immediately refer imminent threats to 911 and the County's designated emergency contact; the contractor shall not delay emergency response while conducting an administrative review.
- Prepare draft notices with specific factual findings, code citations, corrective actions, reasonable deadlines, appeal information supplied by the County, and a clear statement that the notice is not effective unless issued by an authorized official.
- Support follow-up inspections, meetings, expert testimony, and case preparation as requested, without guaranteeing an enforcement outcome.

A.7 Fire Investigation Support

When requested, provide qualified origin-and-cause, documentation, mapping, photography, evidence-log, and expert support. The Respondent shall preserve chain of custody, coordinate with law-enforcement and fire-service agencies, and comply with applicable warrant, evidence, confidentiality, and criminal-discovery requirements. The contractor shall not exercise peace-officer powers or statutory investigative authority it does not possess.

A.8 Customer Service and Coordination

- Provide a published business telephone number and monitored email address during County business hours.
- Offer pre-application conferences when authorized, while clearly stating that preliminary guidance is nonbinding.
- Coordinate with County departments, fire departments, emergency-services districts, municipalities, water suppliers, and state agencies without committing the County to a position or expenditure.
- Use plain-language communications that identify the controlling code section and available County review or appeal process.

A.9 Records, Data, and Public Information

- All case files, plans, photographs, reports, correspondence, logs, databases, metadata, and work product created or received for the County are County records and County property, subject to applicable law.
- Maintain records according to the County's adopted records-control schedule and the Texas State Library and Archives Commission local retention schedules. No County record may be destroyed, altered, or returned to an applicant without written authorization from the County records-management officer and any required disposition process.
- Provide the County continuous access and export capability in nonproprietary formats. At termination, deliver a complete, indexed, validated export with data dictionary and no access fee.
- Notify the County immediately of a litigation hold, subpoena, public-information request, unauthorized disclosure, cybersecurity incident, or loss of a County record. Cooperate with the County; do not independently decide whether information is exempt from disclosure.
- Store County data only in County-approved systems or environments located in the United States unless the County approves otherwise in writing.

A.10 Fees, Payments, and Financial Controls

- The Respondent shall invoice the County for contracted services. Compensation may not be based on a percentage of permit fees, fines, penalties, or enforcement recoveries.
- County fees remain public funds and shall be set and collected only under lawful County authority. The Respondent has no ownership interest in County fees.
- If the County expressly authorizes ministerial payment processing, the Respondent shall use County-approved channels, issue sequential receipts, reconcile daily, prevent commingling, transmit funds as directed by the Treasurer, and provide full audit access. The contractor may not retain funds or net compensation from collections.
- No contractor may waive or negotiate a County fee, create a payment plan, assess a late charge, or refuse a statutory inspection based on an unauthorized charge.

A.11 Reporting and Meetings

- Weekly dashboard during the first 90 days and monthly thereafter, showing new cases, open cases, aging, review cycle time, inspections, reinspections, complaints, statutory-deadline risks, escalations, and invoiced hours by workstream.
- Monthly exception report listing any missed deadline, disputed interpretation, data incident, safety incident, complaint about staff conduct, unauthorized-access concern, or matter requiring County legal review.

- Quarterly quality review of a statistically reasonable sample of files, with error trends and corrective actions.
- Attendance at staff meetings and Commissioners Court when requested and included in an authorized work order.

A.12 Performance Standards

Measure	Standard	Target
Acknowledge routine applicant inquiry	1 business day	95% monthly
Completeness screen	3 business days	95% monthly
Initial technical plan review	10 business days unless County approves a different class-based standard	90% monthly
Revised-plan review	5 business days	90% monthly
Begin final-inspection process	Within 5 business days after complete request	100%; immediate escalation if at risk
Routine inspection report	Next business day	95% monthly
Imminent life-safety escalation	Immediately; written summary same day	100%
Public-record or legal-hold notice to County	Same business day	100%

Performance standards measure contractor service, not the time required for an applicant, third party, or authorized County official to act. Repeated failure is grounds for a corrective-action plan, invoice adjustment if negotiated in the contract, suspension of assignments, or termination.

A.13 Staffing and Conduct

- The provider shall designate a contract manager, a qualified lead fire marshal professional, plan-review and inspection personnel, administrative support, and qualified backup personnel. One person may fill more than one role only if workload, qualifications, segregation of duties, and continuity are adequately addressed.
- The County must approve key personnel. The provider—not the County—will recruit, compensate, supervise, evaluate, and, when necessary, replace its personnel. Substitutions require advance written approval and equal or better qualifications.
- Personnel shall display County-approved identification, accurately identify the provider that employs or engages them, avoid representing themselves as County employees, and accurately state the capacity and authority under which they are acting.
- The Respondent shall conduct background screening appropriate to access, duties, and law; maintain a drug-free workplace; and promptly report arrests, license discipline, or conflicts that may affect performance, subject to applicable employment law.
- The Respondent and its personnel shall not sell, install, service, or receive referral compensation for fire-protection equipment or services in a matter they review for the County.
- The Respondent shall maintain backup coverage sufficient to meet all deadlines during leave, illness, surge demand, emergency deployment, or staff turnover; the County will not accept a service model dependent on the continuous availability of one person.

A.14 Deliverables

ID	Deliverable	Due
D1	Kickoff agenda, responsibility matrix, and contact/escalation plan	10 business days after notice to proceed
D2	Procedures manual, forms, checklists, and approval workflow	20 business days after notice to proceed
D3	Transition and open-case validation report	30 business days after data access
D4	Weekly/monthly dashboards and exception reports	As stated in A.11

ID	Deliverable	Due
D5	Complete case records and nonproprietary data export	Continuous access; final export within 5 business days after request or termination
D6	Annual program assessment and recommendations	Within 30 days after each contract year

A.15 Exclusions and Additional Services

The base scope excludes fire suppression, emergency medical response, law-enforcement services, legal representation, architectural or engineering design, permit-software acquisition, and services outside Caldwell County unless expressly added by written amendment or work order. An additional service must be within County authority, supported by an agreed scope and price, and approved before work begins.

Appendix B - Proposal Response Requirements

Respondents should use the following order and headings. Cross-reference attachments and keep marketing material relevant.

Item	Section	Required Content
B1	Executive summary	Understanding of the assignment, legal-status disclosure, differentiators, and any critical assumptions.
B2	Respondent information	Legal name, entity type, address, contacts, ownership, years in business, and Texas registration.
B3	Delivery and authority plan	Identify the provider personnel for each task, who employs and supervises them, the capacity in which they will act, the legal basis for official work, and any County appointment, designation, interlocal agreement, or approval required.
B4	Technical approach	Workflow for intake, plan review, inspections, complaints, investigations, County approvals, quality control, and escalation.
B5	Staffing	Organization chart, contract manager, lead fire marshal professional, named staff, employer, role, resume, certifications/licenses, workload, availability, backup staff, and continuity plan.
B6	Implementation	30/60/90-day plan, data transition, procedure development, training, and continuity.
B7	Records and security	Systems, hosting, access controls, incident response, retention, public-information support, and export method.
B8	Experience and references	Three comparable public-sector engagements with scope, dates, volume, client contact, and outcomes.
B9	Price	Completed Appendix C, including all rates, assumptions, included expenses, and optional services.
B10	Exceptions and disclosures	Section-specific exceptions, litigation/claims, contract terminations, license discipline, conflicts, and subcontractors.
B11	Forms	Appendix F checklist, Appendix G acknowledgment, addenda, and other required forms.

Reference Information

Reference 1

Field	Response
Client / governmental entity	
Contact name, title, email, phone	
Contract dates and value	
Scope, annual volume, and Respondent staff assigned	

Reference 2

Field	Response
Client / governmental entity	
Contact name, title, email, phone	
Contract dates and value	
Scope, annual volume, and Respondent staff assigned	

Reference 3

Field	Response
Client / governmental entity	
Contact name, title, email, phone	
Contract dates and value	
Scope, annual volume, and Respondent staff assigned	

Appendix C - Pricing Schedule

Pricing rule: Quote compensation payable by the County. Do not propose a percentage of permit fees, fines, penalties, or recoveries. Identify all assumptions and included expenses. The County may negotiate a not-to-exceed amount and issue work orders by service category.

Service	Unit	Rate	Assumptions / Inclusions
Program mobilization / procedures manual	Fixed fee		
Project manager / fire-code administrator	Hourly		
Fire plans examiner	Hourly		
Fire inspector / field specialist	Hourly		
Origin-and-cause investigator	Hourly		
Administrative / records support	Hourly		
Routine plan review - small project	Optional fixed fee		Define assumptions
Routine plan review - standard project	Optional fixed fee		Define assumptions
Routine inspection support	Optional fixed fee		Define included travel/report
After-hours emergency response	Hourly		State minimum and trigger
Expert testimony / hearing support	Hourly		
Data export / contract closeout	Fixed fee or included		Must not include access or retrieval charge

Travel and reimbursable expenses

- State whether routine travel within Caldwell County is included in the rates.
- Mileage, if separately reimbursable, may not exceed the County-approved rate and must be supported by a log.
- No lodging, airfare, meals, equipment, software, copying, or subcontractor markup is reimbursable unless expressly listed and preapproved.
- Annual escalation, if proposed: _____% beginning on _____. No escalation is effective without written County approval.

Estimated annual not-to-exceed amount: \$ _____

Authorized pricing representative: _____ Title: _____

Signature: _____ Date: _____

Appendix D - Evaluation Score Sheet

Respondent: _____ Evaluator: _____

Date: _____ Conflict disclosed and resolved: Yes / No / Not applicable

Criterion	Evaluation Notes	Max	Score
Legal and technical approach	Separation of advisory and official acts; code knowledge; workflows; QA; implementation; statutory deadline controls.	30	
Personnel qualifications and capacity	Credentials, Texas experience, availability, backup coverage, and lawful eligibility for proposed roles.	25	
Relevant experience and past performance	Comparable programs, references, defensible work, service quality, and performance history.	20	
Price and cost controls	Value, transparency, reasonableness, expenses, not-to-exceed controls, and absence of collection-based incentives.	20	
Records, security, and reporting	Public records, retention, export, security, auditability, and management reporting.	5	
TOTAL		100	

Strengths:

Risks / weaknesses:

Clarifications or negotiation items:

Evaluator signature: _____ Date: _____

Appendix E - Proposed Contract Terms

These terms are proposed minimum requirements. The executed contract, RFP, addenda, successful proposal, negotiated pricing, and authorized work orders will form the agreement in the order of precedence stated in the contract.

E.1 Term

One year from the effective date, with up to four one-year renewals by mutual written agreement and Commissioners Court approval when required. The County makes no minimum-purchase commitment.

E.2 Work authorization

No service begins without a County notice to proceed or authorized work order identifying scope, schedule, and not-to-exceed amount. Only an official named in the contract may authorize work.

E.3 Organizational contractor; no County employment

The provider is an independent contractor entity and controls the recruitment, compensation, benefits, payroll, supervision, and methods of its personnel, subject to contract requirements. No provider principal, employee, or subcontractor is hired as a County employee or receives County benefits. The services contract alone does not confer public office, governmental authority, or peace-officer status.

E.4 Compensation and invoices

Itemized monthly invoices shall identify staff, date, task, case or work-order number, hours, rate, expenses, and deliverable. Payment is due under the Texas Prompt Payment Act after receipt of a correct invoice and acceptance. Disputed amounts may be withheld while undisputed amounts are processed.

E.5 No fee interest

The contractor has no right to County permit fees, inspection fees, fines, penalties, or recoveries and may not condition a statutory service on payment not authorized by the County.

E.6 Records and audit

Maintain financial and performance records for at least seven years after final payment, and longer when the County retention schedule, litigation hold, grant rule, or law requires. Provide access to the County Auditor and other authorized reviewers. County program records are governed by Appendix A and may require life-of-structure or life-of-system retention.

E.7 Public information

The contractor shall promptly provide responsive records and cooperate with the County under Government Code Chapter 552. The County controls responses and Attorney General submissions. The contractor bears its own cost of segregating claimed confidential material.

E.8 Data ownership and portability

County data and work product prepared specifically for the County belong to the County upon creation, subject to preexisting tools identified in the proposal. The County receives a perpetual license to embedded preexisting material necessary to use the work product. No lien or access restriction may be asserted over County records.

E.9 Information security

Use reasonable administrative, physical, and technical safeguards; least-privilege access; multifactor authentication for remote or privileged access; encryption in transit and at rest; logging; timely patching; secure backups; personnel offboarding; and a written incident-response plan. Notify the County immediately, and no later than 24 hours, of a suspected incident affecting County data.

E.10 Confidentiality

Use nonpublic information only for contract performance and disclose it only as authorized by the County or law. Confidentiality duties do not override the Public Information Act, records laws, subpoenas, or required disclosures.

E.11 Personnel, coverage, and subcontractors

The provider shall furnish the complete staffing structure, including a contract manager, qualified lead professional, support personnel, and backup coverage. The County may approve key staff and reject proposed replacements for reasonable cause. Subcontracting requires prior written approval. The provider remains responsible for all work and shall flow down applicable terms.

E.12 Conflicts and ethics

Disclose actual or potential conflicts immediately. Contractor personnel may not review work in which they or an affiliate designed, installed, sold, serviced, or hold a financial interest. Comply with Local Government Code Chapter 176 and all applicable County ethics policies.

E.13 Licenses and professional services

Maintain every certification and license required for assigned work. Engineering and architectural services, if any, shall be performed and procured in compliance with Texas law, including Government Code Chapter 2254 when applicable.

E.14 Insurance

Unless modified in the final contract: workers' compensation as required by law; employers' liability \$1,000,000; commercial general liability \$1,000,000 per occurrence/\$2,000,000 aggregate; automobile liability \$1,000,000 combined single limit; professional/errors-and-omissions liability \$1,000,000 per claim; and cyber/privacy liability \$1,000,000 per claim. The County will specify additional-insured, waiver, notice, and tail requirements in the contract.

E.15 Indemnity

To the extent permitted by law, the contractor shall defend and indemnify the County and its officials and employees from third-party claims caused by the contractor's negligence, willful misconduct, breach, or violation of law. Professional-liability obligations will be stated consistently with applicable Texas law. The County does not indemnify the contractor.

E.16 Governmental immunity

Nothing waives the County's sovereign, governmental, or official immunity, statutory damage cap, defense, or jurisdictional requirement. No term creates a cause of action not otherwise available.

E.17 Termination

The County may terminate for cause after notice and a reasonable cure period when appropriate, immediately for unlawful or unsafe conduct, or for convenience on 30 days' written notice. The County pays only for accepted work performed through termination and reasonable authorized transition services.

E.18 Nonappropriation

County obligations extending beyond the current fiscal year are contingent on lawful appropriation and availability of funds. The County may terminate without penalty if funds are not appropriated.

E.19 Assignment

No assignment, transfer, change of control affecting performance, or delegation is effective without prior written County approval.

E.20 Compliance with law

Comply with applicable federal, state, and local law, including employment, accessibility, records, privacy, safety, procurement, licensing, and statutory contracting requirements. A standard certification applies only when its legal thresholds and subject matter apply.

E.21 Governing law and venue

Texas law governs. Mandatory venue lies in a court of competent jurisdiction in Caldwell County, Texas.

E.22 Notices and amendment

Notices must be delivered to the addresses stated in the contract. Only a written instrument approved and signed by authorized representatives may amend the contract; contractor staff and County field personnel cannot modify it by course of conduct.

Appendix F - Required Forms and Certifications Checklist

Submit the items marked 'with proposal.' Other items are required only at the stated stage and when legally applicable. The County may issue official forms by addendum; those forms control over this checklist.

Item	Timing	Applicability
Signed proposal transmittal and Appendix G acknowledgment	With proposal	Required
Acknowledgment of each addendum	With proposal	Required if issued
Conflict of Interest Questionnaire (Form CIQ)	With proposal or as required by law	If applicable under Local Government Code Chapter 176
Certificate of Interested Parties (Form 1295)	Before execution	If applicable under Government Code Section 2252.908 and Texas Ethics Commission rules
Texas statutory contracting verifications	With proposal or before execution	Only when the statute, contract value, entity type, employee count, and other thresholds apply
W-9	Before first payment	Required from selected contractor
Certificates of insurance	Before notice to proceed	Required from selected contractor
Professional licenses and certifications	With proposal	Required for proposed personnel
Debarment / suspension representation	With proposal	Required
Federal lobbying, Section 504, or grant certifications	Only by addendum	Do not submit unless the County identifies applicable federal funding or program requirements

County review: Before release, Purchasing and the County Attorney should replace this checklist with the County's current approved forms and confirm all statutory thresholds. Blanket certifications can be inaccurate when their applicability conditions are omitted.

Appendix G - Respondent Acknowledgment

RFP Number: RFP26CCP02P

Project: Contracted Fire Marshal and Fire Code Administration Services

The undersigned certifies that the Respondent is an organization proposing to furnish and manage the contracted service program, has reviewed the RFP and addenda, understands the legal requirements applicable to official acts, has disclosed its legal status, delivery structure, assigned personnel, required County authorizations, and all material exceptions, and is authorized to submit this proposal and bind the Respondent to its contents for at least 120 days after the proposal deadline.

Field	Response
Respondent legal name	
Entity type and state of organization	
Mailing address	
Primary contact / title	
Telephone / email	
Authorized signatory / title	
Signature	
Date	