



RFP Documents for
AERIAL FIBER INSTALLATION

Burnet County, Texas

RFP # 26-5040-01

DEADLINE FOR QUESTIONS: MARCH 20, 2026
5:00 PM

DUE DATE/TIME: MARCH 31, 2026, 10:00 AM

REQUEST FOR PROPOSALS (RFP) FOR PROFESSIONAL ARCHITECTURAL SERVICES

RFP NO. 26-5040-01: Aerial Fiber Installation

ISSUANCE DATE: March 11, 2026

SUBMISSION DEADLINE: March 31, 2026, at 10:00 AM (CST)

SUBMISSION LOCATION: Burnet County Auditor's Office 133 E. Jackson, Burnet, TX 78611

WAYS TO SUBMIT: bids@burnetcountytexas.org or dropped off/mailed to Burnet County Auditor's Office: 133 E. Jackson, Burnet, TX 78611

POINT OF CONTACT: Megan Schumann

Purchasing Agent Email: bids@burnetcountytexas.org Phone: (512) 756-5412

INTRODUCTION

Burnet County Texas ("County") invites qualified and experienced firms to submit proposals for the turnkey engineering, permitting, construction, splicing, testing, and documentation of approximately two (2) miles of 288-strand single-mode fiber optic cable installed aerially on existing utility poles as part of the County's Data Center Interconnect (DCI) and Network Modernization Initiative.

This project is a critical infrastructure investment intended to modernize the County's core network, improve resiliency and capacity between data center facilities, and support current and future operational, public safety, and enterprise technology requirements. The selected Proposer will be responsible for delivering a fully compliant, carrier-grade fiber optic system that meets applicable codes, standards, and County technical requirements.

The County seeks proposals from firms with demonstrated experience in high-count aerial fiber deployments, utility coordination and make-ready processes, and mission-critical network infrastructure construction. Proposers are expected to provide a comprehensive, end-to-end solution, including project management, engineering, permitting, materials, construction, splicing, testing, and documentation.

Through this Request for Proposals (RFP), the County intends to select the Proposer whose submission represents the best overall value based on technical merit, relevant experience, schedule, and cost. The County reserves the right to reject any or all proposals, to waive informalities, and to accept the proposal deemed to be in the best interest of the County.

REQUEST FOR PROPOSALS (RFP)

1. Introduction & Purpose

Burnet County, Texas (“County”) is soliciting sealed proposals from qualified contractors to provide turnkey engineering, permitting, construction, splicing, testing, and documentation for the installation of approximately two (2) miles of 288-strand single-mode fiber optic cable to be installed aerially on existing utility poles. The project is expected to utilize approximately seventy-eight (78) poles.

The objective of this project is to construct a reliable, carrier-grade fiber optic backbone connecting the County’s Data Center to the Sheriff Office to support County operations and critical infrastructure.

2. Procurement Schedule (Example)

- RFP Issued: March 11, 2026
- Pre-Proposal Conference (Optional): March 18, 2026 @ 10:00 AM, Burnet County Auditor’s Office 133 E. Jackson St. Burnet, Texas 78611
- Questions Due: March 20, 2026 by 5:00 PM
- Addenda Issued (if any): March 23, 2026
- Proposals Due: March 31, 2026 @ 10:00 AM
- Anticipated Award: April 14, 2026
- Anticipated Notice to Proceed: April 15, 2026

The County reserves the right to modify this schedule.

3. Scope of Work

The selected Proposer shall provide a **turnkey solution**, including but not limited to:

- Route survey and engineering
- Make-ready coordination
- Permitting and right-of-way approvals
- Furnishing all materials, equipment, and labor
- Installation of approximately 2 miles of **288-strand aerial fiber optic cable**
- Aerial hardware installation (strand, clamps, anchors, dampers, etc.)
- Fusion splicing and termination
- Testing and certification of all fibers
- As-built documentation and closeout package

3.0 Submittals

The Contractor shall submit the following for review and approval prior to procurement or installation of fiber infrastructure:

- Product data sheets for fiber optic cable, terminations, patch panels, and hardware
- Fiber routing and pathway drawings
- Splicing plan and labeling scheme
- Testing procedures and certification documentation
- Manufacturer warranty documentation

- Installation schedule and lead times
- Applicable permits and compliance documentation

No material procurement or installation shall commence until submittals are approved by the Burnet County Technology Department.

3.1 Fiber Installation Line Items

Line Item 1: Mobilization

Description: Mobilization and demobilization of crew, equipment, and materials to project site. Includes traffic control setup, safety equipment deployment, and site preparation.

Line Item 2: Install 1/4" Galvanized Strand with Hardware and Anchors

Description: Furnish and install 1/4" EHS (Extra High Strength) galvanized steel messenger strand on utility poles. Includes all necessary pole hardware (J-hooks, thimbles, strand clamps), guy wire anchors, and tensioning to proper specifications.

Unit of Measure: Linear Feet (LF) or Miles

Quantity: 2 Miles

Line Item 3: Lash Fiber Optic Cable to New Strand

288 Strand SM Fiber	Burnet County Data Center to Pole Behind Burnet County Herman Brown Library - 4000ft
48 Strand SM Fiber	Splice Case @ corner of S. Boundary St. and E. State HWY 29 to Sheriff's office- 6500ft
12 Strand SM Fiber	Splice on Pole Behind Burnet County Herman Brown Library to Burnet County Herman Brown - 150ft Library
48 Strand SM Fiber	Splice on behind Burnet County Herman Brown Library to Burnet County Courthouse - 600ft

Description: Lash fiber optic cable (FOC) to newly installed messenger strand using pneumatic or hydraulic lashing machine. Includes proper cable placement, appropriate lashing wire gauge, and tension control to prevent cable damage.

Unit of Measure: Linear Feet (LF) or Miles

Quantity: 2 miles

Line Item 4: Make Ready on Poles

Description: Perform make-ready work on utility poles including transfer of existing utilities, installation of riser guards, clearance verification, and adjustment of existing attachments to accommodate new fiber installation per NESC standards.

Unit of Measure: Each (EA) pole or Lump Sum (LS)

Quantity: 78

Line Item 5: Terminate FOC with Factory-Installed Connectors/Pigtails

Description: Terminate fiber optic cable at designated termination points using factory-installed connectors or fusion-spliced pigtails. Includes cable preparation, connector installation, cleaning, testing, and labeling per specifications.

Building Termination: Use Corning CCH product line for building Terminations

Unit of Measure: Each (EA) fiber strand or Each (EA) termination point

Line Item 6: Fusion Splicing

Description: Perform fusion splicing of fiber optic cables including fiber preparation, cleaving, splicing using certified fusion splicer, splice loss testing, and placement in splice enclosures. Includes splice documentation with OTDR traces.

Unit of Measure: Each (EA) splice or Each (EA) fiber strand

Splice Cases: Use FOSC® 450 D6 Fiber Optic Splice Closure, Gel Cable sealing, six pre-installed 72-splice trays, with test valve

Line Item 7: Storage Loops

Description: Install fiber optic cable storage loops at designated locations including splice enclosures, hand-holes, and terminal points. Loops to be installed per manufacturer specifications with minimum bend radius maintained and secured properly.

Unit of Measure: Each (EA) loop or Each (EA) location

Notes:

- All work to be performed in accordance with NEC, NESC, and local utility standards
- All materials to meet or exceed specifications
- As-built documentation required upon completion
- OTDR testing and fiber certification required for all fiber strands

Use Fiber Snow shoes at all slack storage locations and Aerial splice locations

4. Technical Requirements

4.1 Fiber Optic Cable (Fiber Provided by the County)

- 288-strand **single-mode OS2** fiber (G.652D or G.657 compliant)

4.2 Installation Standards

- Comply with:

- National Electrical Safety Code (NESC)
- Pole owner requirements
- Local, state, and federal regulations
- Manufacturer installation guidelines
- Maintain required ground and roadway clearances
- Provide slack loops per industry standards and at splice locations
- All materials shall be new and first quality

5. Engineering, Permitting & Make-Ready

The Proposer shall:

- Perform route survey and field engineering
- Coordinate with all pole owners for make-ready work
- Obtain all required permits and approvals
- Provide construction drawings and final as-built drawings
- Provide stamped engineering documents if required by authorities having jurisdiction

6. Splicing & Termination

- All splicing shall be **fusion splicing**
- Use aerial-rated splice closures
- Splice loss shall not exceed **0.1 dB per splice**
- Terminate fibers at:
 - Burnet County Data Center (127 East Jackson Street)
 - Burnet County Sherriff Office
 - Burnet County North Annex
 - Burnet County Courthouse
 - Burnet County Herman Brown Library
- Future Terminations
 - Burnet County Agriculture Life Building
 - Burnet County Public Defender Office
 - Burnet County Bertram District
- All fibers must be labeled and documented

Fiber Loss Budget will be calculated and provided

7. Testing & Acceptance

The Proposer shall test **100% of all 288 strands**:

- OTDR testing at 1310 nm and 1550 nm
- End-to-end insertion loss testing
- Provide electronic test results and summary reports
- Maximum allowable loss shall not exceed the County-approved loss budget
- The County reserves the right to witness testing and require corrective action

Final acceptance is contingent upon successful testing and delivery of all documentation.

8. Documentation & Closeout Deliverables

At a minimum, the Proposer shall provide:

- As-built drawings (PDF and CAD/GIS if available)
- Splice diagrams and fiber assignment records
- OTDR and power meter test results
- Permits and approvals
- Inventory of installed materials and assets
- Warranty documentation

9. Project Management & Schedule

- Identify a dedicated Project Manager
- Provide a detailed project schedule with milestones:
 - Engineering complete
 - Permitting/make-ready complete
 - Construction start
 - Splicing and testing
 - Substantial completion
 - Final acceptance
- Substantial completion shall be achieved within **15 calendar days** of Notice to Proceed

10. Safety Requirements

- Comply with all OSHA regulations
- Provide traffic control where required
- Coordinate utility locates (811)
- Maintain a site-specific safety plan

11. Warranty

- Minimum five (5) year warranty on workmanship
- Manufacturer warranties on materials and fiber
- Contractor shall repair defects in workmanship at no cost to the County during the warranty period

12. Proposer PROPOSALS

Proposers must provide:

- Company profile and years in business
- At least three (3) references for similar aerial fiber projects
- Description of relevant experience with 144-count or higher fiber (288-count preferred)
- Resumes of key personnel
- Proof of certifications
- Proof of insurance:
 - General Liability
 - Workers' Compensation
 - Umbrella/Excess Liability

13. Pricing Proposal

Proposers shall provide **itemized pricing**, including:

- Pricing should include submittal for each item
- Engineering and permitting
- Make-ready coordination (unit pricing or allowance)
- Materials
- Construction (per foot or per mile)
- Splicing and enclosures
- Testing and documentation

14. Evaluation Criteria

Proposals will be evaluated based on:

- Technical compliance and approach
- Relevant experience and PROPOSALS
- Project schedule
- Cost and value to the County
- Quality of materials and methodology

15. Terms & Conditions

- The County reserves the right to reject any or all proposals
- The County may waive informalities and minor irregularities
- Payment terms, retainage, and change order procedures shall be as defined in the County contract

16. Selection Process

- Review: The Selection Committee will review and preliminarily score all responsive SOQs.
- Shortlist (Optional): The Commissioners Court reserves the right to shortlist the top-ranked firms and conduct interviews.
- Ranking: The Commissioners Court will rank the Respondents in order of qualification based on its own independent review of the responsive SOQs. Final scoring and ranking will occur after the interview process, if any, and will be scored by the Commissioners Court at their sole discretion.
- Approval: The final contract must be approved by the Burnet County Commissioners Court.

Documents are to be submitted as outlined in this RFP. The remaining documents are for the information of the RESPONDENT and will form the Contract Documents between the successful RESPONDENT and the OWNER.

LEGAL NAME OF CONTRACTING COMPANY

CONTACT NAME

TITLE

MAILING ADDRESS

E-MAIL ADDRESS

CITY

STATE

ZIP CODE

PHONE NUMBER

FAX NUMBER

SIGNATURE

PRINT SIGNATURE

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR RFP

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY <hr/> Date Received	
1 Name of person who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship.		
<hr style="width: 50%; margin: 0 auto;"/> Name of Officer		
This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
D. Describe each employment or business relationship with the local government officer named in this section.		
<hr style="width: 100%;"/>		
<hr style="width: 100%;"/> Signature of person doing business with the governmental entity		<hr style="width: 100%;"/> Date

Adopted 06/29/2007

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH RFP RESPONSE

BURNET COUNTY RESPONDENT AFFIRMATION

This sheet must be completed, signed, and returned by RESPONDENT

**NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITH THE RFP DOCUMENT
MAY RESULT IN THE RFP BEING REJECTED OR THE TERMINATION OF
ANY RESULTING CONTRACT OR PURCHASE ORDER.**

1. The undersigned agrees this RFP becomes the property of Burnet County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a RFP.

The undersigned agrees, if this RFP is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this RFP Proposal will be sixty (60) calendar days unless a different period is noted by the RESPONDENT.

2. RESPONDENT affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other RESPONDENT, and that the contents of this RFP as to prices, terms or conditions of said RFP have not been communicated by the undersigned nor by any employee or director to any other person engaged in this type of business prior to the official opening of this RFP.

3. RESPONDENT hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

4. Pursuant to §262.076 (a) of the Texas Local Government Code, RESPONDENT, hereby affirms that RESPONDENT:

(Please check all that are applicable)

_____ Does not own taxable property in Burnet County.

_____ Does not owe any ad valorem taxes to Burnet County or is not otherwise indebted to Burnet County.

RESPONDENT Affirmation Page 1 of 2

BURNET COUNTY RESPONDENT AFFIRMATION

The undersigned affirms that they have read and do understand the specifications, addendum, RFP forms and any attachments contained in this RFP package. ***Failure to sign and return this form will result in the rejection of the entire RFP.***

RESPONDENT COMPANY NAME

ADDRESS

CITY

STATE

ZIP CODE

PHONE

EMAIL

RESPONDENT SIGNATURE

DATE

RESPONDENT PRINTED NAME

TITLE

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THE RFP (If Applicable)

DATE

COMPANY OFFICIAL PRINTED NAME

TITLE

Corporate Vendors Shall Furnish the Following Information:

WHERE INCORPORATED

CHARTER NUMBER

BUSINESS INCLUDED IN A CORPORATE INCOME TAX RETURN? _____ YES _____ NO

CORPORATION ORGANIZED & EXISTING UNDER THE LAWS OF THE STATE OF _____

PARTNERSHIP CONSISTING OF _____

INDIVIDUAL TRADING AS _____

PRINCIPLE OFFICES ARE IN THE CITY OF _____

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH RFP RESPONSE

NON-COLLUSION/ANTI-TRUST AFFIDAVIT

The Company has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign this document or signing it with a false statement shall void the submitted offer or any resulting contracts.

Neither the Company or the firm, corporation, partnership, or institution represented by the Company or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. The Company's signature herein assigns to the County any and all claims for overcharges associated with his contract for this project, which arise under the Antitrust Laws of the United States, 15 USCA, Section 1, Et. Seq. (1973). By signing this proposal, Company certifies that if a Texas address is shown as its address, Company qualifies as a Texas Resident RESPONDENT as defined in Rule 1 TAC 111.2.

RESPECTFULLY SUBMITTED:

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

COMPANY NAME

COMPANY'S CORPORATE CHARTER NO.

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH RFP RESPONSE

TAX RECORD AND FAMILY CODE REQUIREMENTS

The Company's signature herein certifies that the firm is not currently delinquent in the payment of any debt owed to the State of Texas; including but not limited to franchise taxes and child support, property tax, and that any payments due the firm under this contract will be applied to that debt.

Texas Family Code Compliance Requirement:

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, RFP, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate. The response includes the names and Social Security Numbers of each person with a minimum of twenty-five percent (25%) ownership of the business entity submitting the response.

Firm Owner(s), Partners, Sole Proprietors, or Share Holder(s) of twenty-five percent (25%) interest:

NAME

SSN

NAME

SSN

NAME

SSN

NAME

SSN

RESPECTFULLY SUBMITTED:

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

COMPANY NAME

COMPANY'S CORPORATE CHARTER NO.

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH RFP RESPONSE

VENDOR REFERENCE INFORMATION SHEET

Please list three (3) references, other than Burnet County, who can verify your performance as a vendor. Performance includes but shall not be limited to, sales and/or service, delivery, invoicing, and other items as may be required for Burnet County to determine your firm's ability to provide the intended goods or services of this RFP. The County prefers references to be from customers for whom your firm has provided the same items (sales and/or services) as those specified in this RFP. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your RFP. County reserves the right to reject RFPs from RESPONDENTS without experience similar to that provided in this RFP document.

1.

GOVERNMENT ENTITY/COMPANY NAME	
ADDRESS	PHONE
CONTACT PERSON	TITLE
EMAIL ADDRESS (PRIMARY)	EMAIL ADDRESS (SECONDARY)
SCOPE OF WORK	
CONTRACT PERIOD	

2.

GOVERNMENT ENTITY/COMPANY NAME	
ADDRESS	PHONE
CONTACT PERSON	TITLE
EMAIL ADDRESS (PRIMARY)	EMAIL ADDRESS (SECONDARY)
SCOPE OF WORK	
CONTRACT PERIOD	

3.

GOVERNMENT ENTITY/COMPANY NAME	
ADDRESS	PHONE
CONTACT PERSON	TITLE
EMAIL ADDRESS (PRIMARY)	EMAIL ADDRESS (SECONDARY)
SCOPE OF WORK	
CONTRACT PERIOD	

This Form must be SIGNED and the Original Returned with RFP response

CERTIFICATE OF ELIGIBILITY

By submitting a RFP or proposal I response to this solicitation, the RESPONDENT/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of RFP/proposal submission and time of award, the RESPONDENT/ proposer will notify the Burnet County Purchasing Agent. Failure to do may result in terminating this contract for default.

AUTHORIZED SIGNATURE

DATE

PRINT NAME

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH RFP RESPONSE

VENDOR COMPLIANCE WITH RECIPROCITY ON NON-RESIDENT RESPONDENTS

Government Code 2252.002 provides that, in order to be awarded a contract as low RESPONDENT, a non-resident RESPONDENT must submit projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident RESPONDENT by the same amount that a Texas resident RESPONDENT would be required to under RFP a non-resident RESPONDENT in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. A non-resident RESPONDENT is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident RESPONDENTS in order for your RFP to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that RESPONDENT. Resident RESPONDENTS must check the blank in Section B.

- A. Non-resident vendors in _____ (give state), our principal place of business, are required to be _____ percent lower than resident RESPONDENTS by state law. A copy of the statute is attached.
Non-resident vendors in _____ (give state), our principal place of business, are not required to under RFP resident RESPONDENTS.
- B. Our principal place of business or corporate offices are in the State of Texas: _____.

RESPONDENT:

COMPANY NAME

CITY

STATE

ZIP CODE

PRINTED NAME

AUTHORIZED SIGNATURE

TITLE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH RFP RESPONSE



BURNET COUNTY HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

The Burnet County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Burnet County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

II. DEFINITIONS

Historically Underutilized Businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned, and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Burnet County.

Businesses include firms, corporations, sole proprietorships, vendors, supplier's contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Statutory RFP limit refers to the Texas Local Government Code provisions that require competitive proposals for many items/services valued at greater than \$100,000.

III. POLICY GUIDELINES

- A. Burnet County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- B. Burnet County will use and recognize the State of Texas Historically Underutilized Business certification process in conjunction with the implementation of this policy. The County may recognize other agencies' certification processes recognized by the State of Texas. Burnet County reserves the right to review the certification status of any vendor applying to do business with the County. The review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, RFPs and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
 - 1. Target goals should consider:
 - a. The availability of HUB firms within the specific category of goods or services to be procured; and
 - b. The diversity of the County's population.
 - 2. The goals should be reviewed and amended periodically.
 - 3. The program may apply to all County procurements including construction and professional services.
 - 4. Particular attention will be given to HUB participation on purchases in excess of the statutory RFP limit.
 - 5. Commissioners Court will use good faith efforts to meet the goals of this policy.

- D. Burnet County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
 - 1. Utilizing the State of Texas Historically Underutilized Business vendor database.
 - 2. Advertising RFPs on the County's website and in the local newspaper.
 - 3. Providing RFP notice to minority Chambers of Commerce within Burnet County, if applicable.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory RFP limit must comply with the competitive RFP process. Where possible, those RFPs will be structured to include and encourage the participation of HUB firms in the procurement process.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the RESPONDENT's responsiveness to the HUB Policy in the evaluation of RFPs and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a RFP or proposal being considered non-responsive to specifications.
- G. The Purchasing Department will actively search the State Comptroller's HUB vendor list in the quotation process for purchases under the statutory RFP limit.
- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive RESPONDENT as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

- A. The Purchasing Office shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Director shall serve as the County HUB Officer.
 - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
 - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.

3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.

4. Any complaints and/or recommendations regarding the implementation of this policy will be received and reviewed by the HUB Officer. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioner's Court regarding any irregularities or misrepresentations of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.

**BURNET COUNTY
FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY**

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Burnet County's RFP process. The Purchasing Office will provide additional clarification of specifications, assistance with RFP Proposal Forms, and further explanation of responding/submittal procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The County recognizes the certifications of the Texas Comptroller of Public Accounts Historically Underutilized Business Program. All companies seeking information concerning DBE certification are urged to contact The Texas Comptroller of Public Accounts at 800-531-5441, extension 3-6958 or 512-463-6958.

If your company is already certified, attach a copy of your certification to this form and return with RFP.

COMPANY NAME

REPRESENTATIVE

TITLE

ADDRESS

CITY

STATE

ZIP CODE

PHONE

FAX

EMAIL ADDRESS (PRIMARY)

EMAIL ADDRESS (SECONDARY)

Indicate all that apply:

_____ Minority-Owned Business Enterprise

_____ Women-Owned Business Enterprise

_____ Disadvantaged Business Enterprise

BURNET COUNTY HOUSE BILL 89 VERIFICATION

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITH RFP RESPONSE MAY RESULT IN YOUR RFP BEING REJECTED

This verification must be completed, signed, and returned by RESPONDENT unless the business is a sole proprietorship or has less than 10 full time employees. Please sign and date below if you are exempt from this requirement.

1. I certify my business is a sole proprietorship or has less than 10 full-time employees.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

If #1 is not applicable to your company, please move to #2 below.

**2. I, _____ (Name), the undersigned representative of
(Company Name and Address)**

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with Burnet County, Texas.**

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this, the ____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH RFP RESPONSE

FELONY CONVICTION NOTIFICATION

Any person and/or business entity that enters into a contract with the Burnet County must give advance notice if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the contract.

Burnet County may require substitution of employees in the performance of the contract. Burnet County may terminate a contract with a person or business entity if the County determines that the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at the County's request.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Signature of Authorized Company Official

Date

Authorized Company Official's Name and Title (Printed)

Firm Name

A. My firm is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony:

Signature of Authorized Company Official

Date

B. My firm has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony:

Person 1

Person 2

Signature of Authorized Company Official

Date

C. Provide a general description of the conduct resulting in the conviction of a felony.

Signature of Authorized Company Official

Date

D. Describe the role that the person(s) convicted of a felony will play in the performance of the contract.

Signature of Authorized Company Official

Date

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH RFP RESPONSE

GC 2252.152 CERTIFICATION FORM

CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED - CERTIFICATION

I, _____, the undersigned representative of

(Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Burnet County Purchasing Office.

SIGNATURE OF COMPANY REPRESENTATIVE

NAME OF COMPANY REPRESENTATIVE (PRINT)

TITLE

DATE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH RFP RESPONSE

GC 2274 CERTIFICATION FORM

FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION CERTIFICATION

I, _____ the undersigned representative of

(Company or business name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2274 verify that this company or business (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must indicate in its Response and state why the verification is not required.

APPLICABILITY: This clause applies only to a contract that:

- (1) is between a governmental entity and a company with at least 10 full-time employees; and
- (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

NAME OF COMPANY REPRESENTATIVE (PRINT)

TITLE

DATE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH RFP RESPONSE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award.

COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

NAME OF COMPANY REPRESENTATIVE (PRINT)

TITLE

DATE

_____ I am unable to certify the above statements. My explanation is attached.

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH RFP RESPONSE

RESERVATION OF RIGHTS

The County is issuing this RFP in accordance with applicable laws that allow an agreement with a private entity that displays demonstrated competence and PROPOSALS to perform the requested task.

The County reserves the right to terminate this process and to cancel or modify this solicitation process at any time. In no event will the County or any of its respective agents, representatives, consultants, directors, officers, or employees be liable for, or otherwise obligated to reimburse, the costs incurred in preparation of this RFP, or any other related costs. The prospective firms shall be fully responsible for all costs incurred in the preparation and/or presentation of the RFP submittals. The RFP submittals will become the property of the County.

All submissions shall be subject to the Texas Public Information Act unless the respondent clearly and prominently identifies a particular submittal item as proprietary and said item unequivocally qualifies for this exception under the Act as determined by the Attorney General.

In connection with the RFP, the County reserves all rights (which rights may be exercised by the County in its sole discretion) available to it under applicable laws, including without limitation, and with or without cause and with or without notice, the right to:

1. Cancel this RFP, in whole or in part, at any time before the execution of contract by the County, without incurring any cost, obligations or liabilities.
2. Issue addenda, supplements, and modifications to this RFP.
3. Revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the County will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein.
4. Extend the RFP submittal due date.
5. Investigate the PROPOSALS of any firm under consideration and require confirmation of information furnished by a firm.
6. Require additional information from a firm concerning contents of its RFP submittal and/or require additional evidence of PROPOSALS.
7. Waive or permit corrections to data submitted with any response to this RFP until such time as the County declares, in writing, that a particular stage or phase of its review of the responses has been completed or closed.
8. Reject at any time, any or all submittals, responses and RFP submittals received.
9. Terminate, at any time, evaluations of responses received.
10. Appoint an evaluation committee to review RFP submittals or responses, make recommendations and seek the assistance of outside experts and consultants in RFP submittal evaluation.

11. Hold interviews and conduct discussions and correspondence with one or more of the firms responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.

12. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.

13. Disclose information contained in a RFP submittal to the public as required under the Texas Public Information Act.

14. Authorize firms to substitute key personnel until the County declares, in writing, that a particular stage or phase of its review has been completed and closed.

15. Waive deficiencies in a RFP submittal, accept and review a non-conforming RFP submittal or seek clarifications or supplements to a RFP submittal.

16. Disqualify any firm that changes its RFP submittal without the County's authorization.

17. Exercise any other right reserved or afforded to the County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any services until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

NAME OF COMPANY REPRESENTATIVE (PRINT)

TITLE

DATE

MAILING ADDRESS

CITY

STATE

ZIP CODE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH RFP RESPONSE

SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of RESPONDENT, agrees this RFP becomes the property of Burnet County after the official opening.

The undersigned affirms that the RESPONDENT has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a RFP.

The undersigned agrees, on behalf of RESPONDENT, that if the RFP is accepted, RESPONDENT will furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this RFP will be sixty (60) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this RFP has not been prepared in collusion with any other RESPONDENT, nor any employee of Burnet County, and that the contents of this RFP have not been communicated to any other RESPONDENT or to any employee of Burnet County prior to the official opening of this RFP.

Vendor hereby assigns to Burnet County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation. ***Failure to sign and return this form will result in the rejection of the entire RFP.***

COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

NAME OF COMPANY REPRESENTATIVE (PRINT)

TITLE

DATE

THIS FORM MUST BE SIGNED AND THE ORIGINAL RETURNED WITH RFP RESPONSE

BURNET COUNTY STATEMENT OF NO RFP

If the RESPONDENT is not responding on the goods and/or services as stated in this RFP, please complete, and return this form to: Burnet County, Purchasing Office, 133 E. Jackson, Burnet, TX 78611.

COMPANY NAME

CITY

STATE

ZIP CODE

SIGNATURE

TITLE

DATE

EMAIL

The above has declined to submit a RFP response for the following reason(s) [please check all that apply]:

- Specifications too "restrictive," i.e., goods offered by our company do not meet stated specifications.
- Specifications unclear (please explain below).
- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the ITB.
- Our schedule would not permit us to perform.
- Cannot meet insurance requirements.

Remarks:

STATE OF TEXAS
COUNTY OF BURNET

Bond No. _____
Project No. 26-5040-01

Project Name: AERIAL FIBER INSTALLATION

Know All Men By These Presents: That _____
of the City of _____, County of _____, and
State of Texas, as Principal, and _____,
a solvent company authorized under laws of the State of Texas to act as surety on bonds for principals, are held and
firmly bound unto County of Burnet (OWNER), in the penal sum of _____ U.S. Dollars
(\$ _____ U.S.) for payment whereof, well and truly to be made, said Principal and
Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by
these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with OWNER, dated
the _____ day of _____, _____, which Agreement is hereby referred to and made a
part hereof as fully and to the same extent as if copied at length herein.

Now, therefore, the condition of this obligation is such, that if said Principal shall faithfully perform said Agreement and
shall in all respects duly and faithfully observe and perform all and singular covenants, conditions and agreements in
and by said contract agreed and covenanted by Principal to be observed and performed, and according to true intent
and meaning of said Agreement hereto annexed, then this obligation shall be void; otherwise to remain in full force and
effect. If OWNER notifies Principal and Surety the OWNER is considering declaring Principal in default, Surety agrees
to meet with OWNER and Principal no later than fifteen days after receipt of such notice to discuss methods of
performing the Work of the Contract.

Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas Government Code as
amended and all liabilities on this bond shall be determined in accordance with provisions of said Article to same extent
as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change in Contract Time or Contract Amount shall in anywise
affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract
Amount.

In witness whereof, said Principal and Surety have signed and sealed this instrument this _____
day of _____, _____.

Principal
By _____
Title _____
Address _____

Surety
By _____
Title _____
Address _____

Telephone _____ Fax _____
E-Mail Address _____

Name and address of Resident Agent of Surety:

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other
requirements established by law or by OWNER pursuant to applicable law. A copy of surety agent's "Power of Attorney"
must be attached hereto.

RFP 26-5040-01 AERIAL FIBER INSTALLATION

STATE OF TEXAS
COUNTY OF BURNET

Bond No. _____
Project No. 26-5040-01

Project Name: AERIAL FIBER INSTALLATION

Know All Men By These Presents: That _____
of the City of _____, County of _____ and
State of _____ Texas _____, as principal, and _____
a solvent corporation authorized under laws of the State of Texas to act as surety on bonds for principals, are held and
firmly bound unto _____ County of Burnet _____ (Owner), and all Subcontractors,
workers,
laborers, mechanics and suppliers as their interests may appear, all of whom shall have right to sue upon this bond in
the penal sum of _____
_____ U.S. Dollars (\$ _____ U.S.),
for payment whereof, well and truly to be made, said Principal and Surety bind themselves and their heirs,
administrators, executors, successors and assigns, jointly and severally, by these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with Owner; dated
the _____ day of _____, _____ to which Agreement is hereby referred to and
made a part hereof as fully and to the same extent as if copied in length herein.

Now, therefore, condition of this obligation is such, that if the said Principal shall well and truly pay all Subcontractors,
workers, laborers, mechanics, and suppliers, all monies to them owing by said Principals for subcontracts, work, labor,
equipment, supplies and materials done and furnished for the construction of improvement of said Agreement, then
this obligation shall be and become null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas Government Code as
amended and all liabilities on bond shall be determined in accordance with provisions of said Article to same extent as
if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change in Contract Time or Contract Amount shall in anywise
affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract
Amount.

In witness whereof, said Principal and Surety have signed and sealed this instrument this _____
day of _____, _____.

Principal
By _____
Title _____
Address _____

Surety
By _____
Title _____
Address _____

Telephone _____ Fax _____
E-Mail Address _____

Name and address of Resident Agent of Surety:

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas and shall meet any other
requirements established by law or by OWNER pursuant to applicable law. A copy of surety agent's "Power of Attorney"
must be attached hereto.

CERTIFICATE OF INSURANCE

The insurance evidenced by this Certificate shall conform to the Supplemental General Conditions, Section 5.3 Insurance:

Name and Address of Agency:

Phone: _____ / _____

Name and Address of Insured:

Phone: _____ / _____

Prime or Sub-Contractor?: _____

Name of Prime Contractor, if different from Insured:

County of Burnet Reference:

Project Name _____

Project No.: _____

Project Location: _____

Companies Affording Coverages:

Company A

Letter _____

Company B

Letter _____

Company C

Letter _____

Company D

Letter _____

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (M/D/Y)	POLICY EXPIRATION DATE (M/D/Y)	LIMITS OF LIABILITY IN THOUSANDS (000) EACH
	Commercial General Liability Policy				
	___ Blanket Contractual Liability				General Aggregate \$ _____
	___ Completed Operations/ Products				Completed Operations/ Products – Aggregate \$ _____
	___ Explosion, Collapse, Underground				Personal & Advertising Injury \$ _____
	___ Independent Contractor's Coverage				Each Occurrence \$ _____
	___ Aggregate Limits Per Project Form – CG 2503				
	___ Additional Insured Form –CG 2010				
	___ 30 Day Notice of Cancellation Form – CG 0205				Deductible or Self Insured Retention \$ _____
	___ Waiver of Subrogation Form – CG 2404				
	___ Transportation of Asbestos or Lead				
	___ Asbestos Abatement				
	___ Lead Abatement				

Certificate of Insurance

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (M/D/Y)	POLICY EXPIRATION DATE (M/D/Y)	LIMITS OF LIABILITY IN THOUSANDS (000) EACH
	Auto Liability Policy <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Waiver of Subrogation-TE2046A <input type="checkbox"/> 30 Day Notice of Cancellation – TE0202A <input type="checkbox"/> Additional Insured-TE9901B <input type="checkbox"/> MCS 90				CSL Bodily Injury (Per Person) \$ _____ Bodily Injury (Per Accident) \$ _____ Property Damage (Per Accident) \$ _____ Deductible or Self Insured Retention \$ _____
	Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Excess Liability Follow Form				Each Aggregate Occurrence \$ _____
	Worker's Compensation and Employers' Liability <input type="checkbox"/> Waiver of Subrogation – WC420304 <input type="checkbox"/> 30 Day Notice of Cancellation – WC420601				Statutory (Each Accident) \$ _____ (Disease - Policy Limit) \$ _____ (Disease - Each Employee) \$ _____
	<input type="checkbox"/> Builders Risk or Installation Insurance				\$ _____
	Professional Liability <input type="checkbox"/> 30 Day Notice of Cancellation Retro-Active Date: _____				Each Claim Deductible or Self Insured Retention \$ _____

This is to certify that policies of insurance listed above have been issued to insured named above and are in force at this time. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, insurance afforded by policies described herein is subject to all terms, exclusions and conditions of such policies.

ADDITIONAL INSURED:

Burnet County
133 E. Jackson
Burnet, Texas 78611

DATE ISSUED: _____ AUTHORIZED REPRESENTATIVE: _____

**Did you sign and submit all
required forms?
If not, your RFP may be
Rejected!**

AFFIRMATIONS/FORMS/DOCUMENTS

✓ Indicates Compliance	<p>A check mark (✓) in the space provided indicates these forms/documents have been completed and are included in your RFP package. The original of all forms/documents must be submitted. Failure to check all items could result in rejection of the entire RFP. <u>All deviations from specifications must be documented separately and included with RFP package.</u></p>
	<p>1. <u>Vendor References.</u> RESPONDENT has provided three (3) references, other than Burnet County. References must be able to verify the quality of service your company provides and that your company has completed a project of similar size and scope of work to this RFP.</p>
	<p>2. <u>Signatures.</u> All forms, including certifications, affirmations and informational forms requiring a signature must be signed. RFPs not signed may not be considered for award.</p>
	<p>3. <u>RFP FORMS.</u> All sections of RFP FORMS have been completed.</p>
	<p>4. <u>Insurance Certificates (If required).</u> RESPONDENTS must submit all Insurance Certificates with RFP. If no insurance requirements specified, mark N/A.</p>
	<p>5. <u>Addenda.</u> When applicable, RESPONDENT acknowledges receipt of all addenda and has included the signed Addenda cover pages and any revised RFP Forms in their RFP package.</p>
	<p>6. It is the RESPONDENTS' sole responsibility to print and review all pages of the RFP document, attachments, questions and their responses, addenda, and special notices.</p>
	<p>7. Accuracy for all mathematical and number entries is the sole responsibility of the RESPONDENT. Burnet County will not be responsible for errors made by the RESPONDENT.</p>
	<p>8. Failure to comply with the requirements set forth in this Invitation to RFP may result in rejection of RFP and/or cancellation of contract after award.</p>

All Required Forms Must Be Returned With RFP!

RFP SUBMITTAL INSTRUCTIONS

RETURN SEALED RFP TO THE FOLLOWING ADDRESS:

BURNET COUNTY PURCHASING OFFICE
KELLEY GLAESER, PURCHASING AGENT
133 E. JACKSON
BURNET, TEXAS 78611

OR SUBMITTED ELECTRONICALLY TO:

bids@burnetcountytexas.org

LATE RFP'S WILL NOT BE ACCEPTED

BURNET COUNTY RETURN LABEL

<u>SEALED INVITATION TO RFP</u>	
INVITATION TO RFP NO.:	26-5040-01
DUE DATE & TIME:	MARCH 31, 2026, 10:00 AM CST
OPENING DATE & TIME:	MARCH 31, 2026, 10:00 AM CST
DESCRIPTION:	AERIAL FIBER INSTALLATION
<i>DATED MATERIAL – DELIVER IMMEDIATELY</i>	

**PLEASE CUT OUT AND AFFIX THE ITB LABEL ABOVE TO
THE OUTER MOST ENVELOPE OF YOUR RESPONSE**