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PARTNERS



Unified Communications as a Service (UCaaS) Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 20-09

RFP Issued: February 19, 2020

Pre-Proposal Date: March 10, 2020

Response Due Date: November 19, 2019

Proposals Received: 7



Awarded to:

Contract # R200901

The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 20-09 on February 10, 2020, to establish a national cooperative contract for Unified Communications as a Service (UCaaS)

The solicitation included cooperative purchasing language in Section I. Scope of Work:

NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Region 4 is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, IL
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Las Vegas Review Journal, NV
- The Herald-News, IL

On July 14, 2020 proposals were received from the following offerors:

- CBTS
- Granite Telecommunications, LLC
- Iron Bow Technologies
- RingCentral Inc.
- TPx Communications
- Trace3, LLC
- Walkercom Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that Granite Telecommunications, LLC demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members.

Region 4 ESC executed agreements with a contract effective date of October 1, 2020.

Contract Highlights:

Granite's UCaaS solution is built to address common and unique business requirements alike through delivery of services, features and capabilities, such as: VoIP, Voice & Video Communication, Data Equipment & Management, Instant Messaging, Conferencing, Screen & Document Sharing, and much more.

Contract includes:

- Granite VoIP and Access Solutions
 - Hosted Voice
 - Emulated Primary Rate Interface
 - Session Initiation Protocol (SIP) Trunking
 - Internet Access (as needed)
- Collaboration and Conferencing
- UCaaS packages with enhanced features, available when procuring Hosted Voice services

Term:

Initial three-year agreement from October 1, 2020 through September 30, 2023 with the option to renew for two (2) additional one-year periods through September 30, 2025.

Pricing/Discount:

Pricing schedules based on a firm-fixed-price list for its UCaaS offering. Pricing is provided for all requested products and services at "Not to Exceed" or "Ceiling" rates. Manufacture discount also available (as applicable)

OMNIA Partners, Public Sector Web Landing Page:

<https://public.omniapartners.com/suppliers/granite-telecommunications/contract-documentation>

Region 4 Education Service Center (ESC)

Contract # R200901

for

Unified Communications as a Service

(UCaaS)

Granite Telecommunications, LLC

Effective: October 1, 2020

The following documents comprise the executed contract between Region 4 Education Service Center and Granite Telecommunications, LLC effective October 1, 2020:

- I. Appendix A: Vendor Contract
- II. Offer and Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference



TAB 1

Contract and Offer and Contract Signature Form

(Appendix A)



1.1 CONTRACT (APPENDIX A)

This Contract ("Contract") is made as of August 25, 2020 by and between Granite Telecommunications, LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Unified Communications as a Service (UCaaS) ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP 20-09 for Unified Communications as a Service ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1. Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the

Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

2. Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
3. Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
4. Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - a. This Contract
 - b. Offeror's Best and Final Offer
 - c. Offeror's proposal
 - d. RFP and any addenda
5. Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
6. Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
7. Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
8. Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to

perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9. Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
10. Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11. TERMINATION OF CONTRACT

- a. Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or

- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b. Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c. Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d. Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party

shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e. Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12. Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13. Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14. Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the

Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15. Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
16. Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
17. Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18. Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense.

Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC. **Refer to Appendix B**

19. Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
20. New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
21. Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
22. Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
23. Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
24. Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site

preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25. Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
26. Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
27. Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
28. Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
29. Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only.

Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30. Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
31. Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
32. Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
33. Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.



1.2 OFFER AND CONTRACT SIGNATURE FORM (APPENDIX A)

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Granite Telecommunications, LLC

Address 100 Newport Avenue, Extension

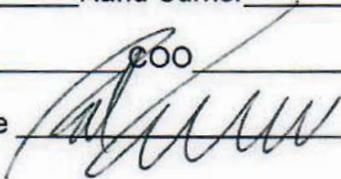
City/State/Zip Quincy MA 02171

Telephone No. (571) 341-9067

Email Address govtproposals@granitenet.com

Printed Name Rand Currier

Title COO

Authorized Signature 

Accepted by Region 4 ESC:

Contract No. R200901

Initial Contract Term October 1, 2020 to September 30, 2023


Region 4 ESC Authorized Board Member

8/25/2020
Date

Margaret S. Bass

Print Name


Region 4 ESC Authorized Board Member

8/25/2020
Date

Linda Tinnerman
Print Name



TAB 1.A

Terms and Conditions Acceptance Form

(Appendix B)

1.A.1 TERMS & CONDITIONS ACCEPTANCE FORM (APPENDIX B)

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
<p>Appendix A Draft Contract Para. 18 Audit Rights</p>	<p>Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.</p>	<p>Please add: Offeror is a privately-held company and respectfully requests, in the event of an audit, that the auditor(s) enter into a mutual nondisclosure agreement prior to accessing Offeror's financial or business-sensitive information.</p>	<p style="text-align: center;">Accepted</p>



TAB 2

Products/Pricing

(RFP Page 11, 12)



2.1 PRODUCTS/PRICING (RFP PAGE 6, 11, 12)

Granite is providing its pricing schedules based on a firm-fixed-price list for its Unified Communications as a Service (UCaaS) offering. Current contracts and catalog pricing with identified manufacturer’s discounts (as applicable) are also provided within this response as attachments to assist in fair market research, as well as to allow Region 4 ESC and OMNIA Partners to verify Granite’s current Public Agency service offerings.

2.1.1 UNIFIED COMMUNICATIONS AS A SERVICE (UCAAS) – GRANITE PRICING SCHEDULE (RFP PAGE 6, 11, 12)

For transparency purposes and to safeguard Region 4 ESC and OMNIA Partners’ access to similar or better products and services that are currently offered on other Public Agency agreements or procurement vehicles, Granite is providing its Unified Communications as a Service (UCaaS) offering with the following considerations:

- a. Granite has provided its pricing for Unified Communications as a Service (UCaaS) as, **“Attachment A – Unified Communications as a Service (UCaaS) – Granite Pricing Schedule”**
- b. Pricing is provided for all requested products and services at “Not to Exceed” or “Ceiling” rates
- c. [REDACTED]
- d. Standard warranties apply for all associated equipment, and Granite additionally provides Service Level Agreements (SLA) for product replacement within 1-2 Business Days at no cost to our customers. Service SLAs are provided in **“Attachment I – Service Level Agreements – Granite Submission.”**
- e. For services, Granite makes every best effort to offer lower pricing than those listed at the “Not to Exceed” or “Ceiling” rates. Granite is typically able to offer [REDACTED]. Granite will additionally offer discounts based on quantity ordered and individual agency needs or restrictions, and assessed on a case by case basis
- f. To ensure that customers can verify they receive the best Contract price available, Granite will deliver similar rates as those currently offered by Granite on the General Services Administration, IT Schedule 70 Agreement (Contract

Number: GS-35F-208BA), as well as similar rates as those currently offered by Granite on the National Cooperative Purchasing Alliance Agreement (Contract Number: NCPA 01-99)

- g. Granite will offer customizable invoicing and flexible payment terms (typically Net-30 as a standard) to ensure that Public Agency customers have the flexibility they need with their budget, in addition to the necessary reporting requirements—which can often change agency by agency
- h. Granite works diligently to ensure we are offering the most competitive prices possible to Public Agency customers at any given time. As such, any time Granite is able to update its price list to offer more competitive rates; whether it be annually, quarterly, or due to an emergent need by Public Agencies, Granite will immediately alert Region 4 ESC and OMNIA Partners of Granite's ability to offer additional discounts or lower “Not to Exceed” or “Ceiling” rates
- i. All future products and services added to this schedule will be offered in a similar format and at similar rates as those products and services currently offered by Granite on the General Services Administration, IT Schedule 70 Agreement (Contract Number: GS-35F-208BA), as well as similar rates as those currently offered by Granite on the National Cooperative Purchasing Alliance Agreement (Contract Number: NCPA 01-99)
- j. Installation, construction, taxes, fees, and surcharges are separately assessed as applicable, and on a case by case basis, dependent upon the type of product and/or service being ordered
- k. Granite has provided copies of its referenced schedules (General Services Administration, IT Schedule 70 Agreement (Contract Number: GS-35F-208BA) and the National Cooperative Purchasing Alliance Agreement (Contract Number: NCPA 01-99) as, “**Attachment D**” and “**Attachment E**” of this response respectively.
- l. Quotes from future Region 4 ESC and OMNIA Partner customers can be requested directly from the Granite designated sales representative, the customers assigned Premier Account Representative, or by emailing their request to dcurrie@granitenet.com.
- m. All invoicing and billing information is provided via *Rock Reports*, and can additionally be delivered electronically via email or hard copy upon request. A robust suite of additional analytics, tracking, reporting and other capabilities are



available using *Rock Reports* and elaborated on in **Section 3.1.1 Company Information.**

TAB 3

Performance Capability

(RFP Page 12, Appendix D, Exhibit A)

3.1 PERFORMANCE CAPABILITY (RFP PAGE 12, 32, 33 - APPENDIX D, EXHIBIT A)

Granite will deliver a comprehensive Unified Communications as a Service (UCaaS) solution to Participating Public Agencies delivered across a single platform to improve productivity and efficiency, while also exploring every opportunity to reduce cost.

3.1.1 COMPANY INFORMATION (RFP PAGE 32, APPENDIX D, EXHIBIT A, SECTION 3.1)

Granite has over 18 years of experience in providing comprehensive telecommunications solutions throughout the US and Canada. Presently, Granite provides services for over 11,000 commercial and government customers across more than 500,000 locations.



As a Competitive Local Exchange Carrier (CLEC), Granite was founded to consolidate and deliver efficient, high-quality, and reliable telecommunications services. We have provided enterprise-wide telecommunications solutions to customers with geographically diverse locations from coast-to-coast since our inception. Granite leverages our established partnerships across the industry with a proven, low- to no-risk transition model and a fully transparent network operations support system and vendor-agnostic management approach.

As a true “telecommunications service integrator” with established partnerships (over 120+) and an e-bonded Business Support System (BSS) that allows us to directly interface with virtually all major carriers, Granite is uniquely positioned to provide telecommunications service and customer support to Region 4 ESC and OMNIA Partners that are currently unrivaled in the telecom landscape. Granite has partnered with all Regional Bell Operating Companies (RBOCs), most Incumbent Local Exchange Carriers (ILECs) and CLECs, and numerous independent telephone companies across the country. Because Granite is the largest wholesale and consolidation carrier in the US, we are able to quickly determine which underlying service provider will best meet an agency’s voice and/or data requirements at that specific location when providing service, in addition to leveraging our own next-generation nationwide backbone network.

Granite has grown every year since opening its doors in 2002, winning business away from the larger, incumbent carriers because of the understanding that “one-size-fits-all” is not an approach that works for communications solutions. To ensure Granite meets the need of the Public Sector environment, [REDACTED]

[REDACTED]
 [REDACTED] in Quincy, MA; Lincoln, RI; West Palm Beach, FL; McLean, VA; New York, NY; Philadelphia, PA; Atlanta, GA; Dallas, TX, Seattle, WA and Chicago, IL— with plans to rapidly expand to locations in California, Colorado, Oklahoma, and beyond in the near future.

Our Network Operations Center and Help Desk Center—both located at Granite HQ in Quincy, MA—provide [REDACTED]

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
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 [REDACTED]
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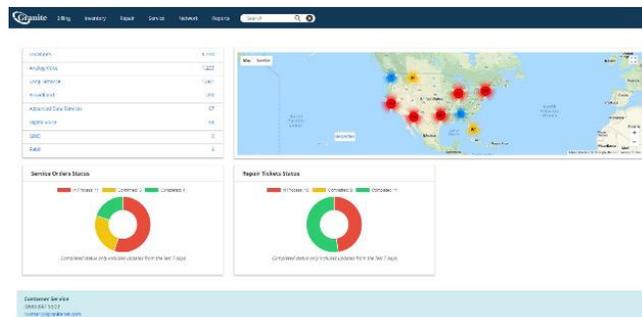


Unlike most providers using off-shore call centers, Granite has a US-Based Call Center and no auto-attendant touch-tone menus. Your call will be answered by a telecom professional in under ten seconds. Call us at **866-847-5500** to verify this unmatched availability!

[REDACTED]
 [REDACTED]

[REDACTED] A Premier Account Manager will manage all account aspects and be the dedicated point of contact for the life of individual contracts and purchase orders. This Premier will assist with the procurement and management of services in a cost-effective manner, working with individual Agencies to analyze and recommend changes to service configurations by identifying unused lines, circuits, or features.

A complete and accurate inventory of customer-specific lines, circuits, and features will also be available on Granite’s online account database *Rock Reports*. Granite developed this customer-centric portal, specifically designed to be user-friendly with our customers’ needs in mind.





The *Rock Reports* dashboard helps you see your most important data upfront while also allowing you to easily navigate to other valuable features, such as:

- [REDACTED]
- [REDACTED]
- [REDACTED]

In the event of a network outage, service degradation, or a loss of the facility, Granite will open a trouble ticket with the LEC and work with that organization to resolve issues and restore services as quickly as possible. We will immediately begin working on the trouble ticket as well as send a technician to the site if needed. If we realize the fault is with the LEC, we will coordinate a technician from their company to be dispatched as well.

If a site is out of service, our goal is to contact the customer within thirty minutes of that ticket being opened. If service is degraded, we will attempt to contact them within two (2) hours of the ticket being opened. Depending on the trouble, several different systems are used to troubleshoot the problem. [REDACTED]

[REDACTED], if not all of the troubleshooting right from the ERC. If assistance is needed during trouble, the ERC will engage the necessary departments. Granite engineers and field technicians are also available 24/7/365 for dispatches to sites for installation or repair activity as needed.

To provide further service and cost-savings to its customers, [REDACTED]
[REDACTED]
[REDACTED] will provide Region 4 ESC and OMNIA Partners with alternatives for immediate improvements for billing, payment, auditing, and the reconciliation of invoices.



Granite can customize the invoice distribution in two primary fashions:

[REDACTED]

Granite's invoices are itemized and detailed, so there are no hidden charges. Invoices present all charges in a clear and concise manner, with options to receive all requested services, features, and their expenses per location in one easily identifiable and consolidated invoice. Granite is able to provide invoices in a medium of their choosing; through our electronic portal *Rock Reports*; printed paper invoice; EDI; WAWF, IPP, or other means of delivery including e-mail. Our typical payment terms are net thirty days but can be altered to fit customers' needs in certain instances.

A key reason Granite is able to offer these types of customer concierge support services free of charge to its clients is due to Granite's ability to maintain its status over the years as a privately held, zero-debt, zero-acquisition firm with currently over \$1.5B in annualized revenue. Upon contract award and execution of a mutually signed Non-Disclosure Agreement, Granite would be happy to provide an in-depth analysis of our financial reports covering the past three fiscal years. Granite will provide its FEIN (04-3643290) as well as its recent Dunn & Bradstreet report as an attachment to this response.

In its continued effort toward good corporate citizenship, Granite has been steadfast in evaluating all business practices in search of ways to meaningfully reduce our consumption of energy and other valuable natural resources. The teamwork and dedication of Granite's employees to this cause led the way to the Granite Goes Green (G3) initiative. With G3, Granite is committed to harnessing the power of all of us to help make our company and the world a better, greener place. Our mission is to meaningfully reduce Granite's consumption of energy and natural resources through the implementation of the most environmentally friendly business practices available. A first key step in this process was last year's announcement that Granite HQ was officially Energy Star Certified and a certified Leadership in Energy and Environmental Design.

As discussed in **Section 2.1 (Products/Pricing [RFP page 6, 11, 12])**, Granite will deliver the same or better rates as those currently offered by Granite on the General Services Administration, IT Schedule 70 Agreement (Contract Number: GS-35F-208BA), as well as the same or better rates as those currently offered by Granite on the National Cooperative Purchasing Alliance Agreement (Contract Number: NCPA 01-99), or any other agreement maintained by Granite, should the same services and availability be present.

Granite's nationwide distribution network model is based out of Quincy, MA and capable of delivering multiple solution types at a moment's notice. Whether it's replacing a faulty router from a manufacturer, or delivering a pre-configured cloud-enabled SD-WAN solution to a customer, Granite Distribution is ready to meet the call.

3.2.1 GRANITE'S UNIFIED COMMUNICATIONS AS A SERVICE (UCAAS) SOLUTION (RFP PAGE 3, 4)

The foundation of Granite's UCaaS solution is built on [REDACTED] [REDACTED] in today's fast-paced, high demand of availability work environment. Granite's UCaaS solution is built to address common and unique business requirements alike through delivery of services, features and capabilities, such as: VoIP, Voice & Video Communication, Data Equipment & Management, Instant Messaging, Conferencing, Screen & Document Sharing, and much more. In the spirit of providing Granite's customers with the best UCaaS experience possible, Granite has built its solution focused on meeting three core goals:

1. To offer a robust portfolio of VoIP solutions to satisfy any agency need
2. To provide a flexible and agile collaboration tool for the workforce
3. To keep agencies connected through multiple channels of communication

As the largest Competitive Local Exchange Carrier (CLEC) in the US, Granite has already been providing comprehensive VoIP solutions to enterprise customers for nearly two decades. When first seeking to build out its UCaaS platform years ago, Granite leveraged its intimate knowledge and long-standing history of IP based voice solutions as the central node to its service offering. Thanks to these early decisions and its strategic position in the market, while also engaging some of the most experienced telecommunication and collaboration experts the industry has to offer along the way—Granite is able to provide a UCaaS suite to customers today that is packaged and delivered in a manner to fit the budget and need of any customer agency, big or small.



3.2.1.A GRANITE UCAAS – VOIP SOLUTIONS (RFP PAGE 3, 4)

Granite provides a number of different VoIP solutions to ensure that any agency, even those still using legacy hardware or working in rural locations, can have a stable IP based voice connection. Granite is able to [REDACTED]

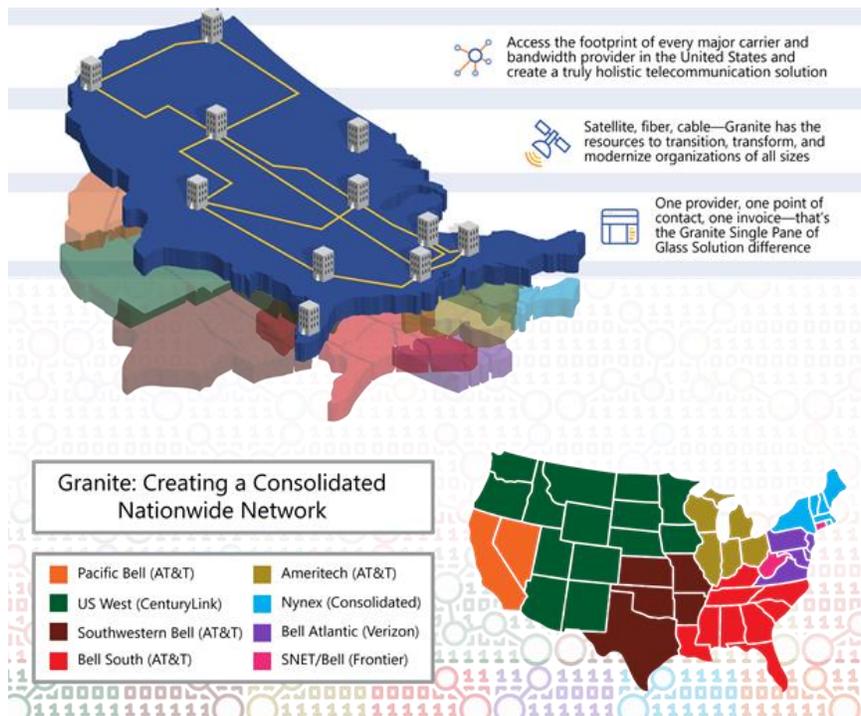
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]. The VoIP solutions (and optional access types) Granite will make available to Region ESC 4 and OMNIA Partners Participating Public Agencies will include:

Granite VoIP and Access Solutions Defined
<p>Hosted Voice (Hosted PBX):</p> <p>Hosted Voice (Hosted PBX) is an IP-based telephony solution provisioned and accessed entirely through the Internet. While data will traverse the public internet, [REDACTED]. Additionally, only handsets that have been authorized and configured for access will be able to pull down the configurations necessary to operate. Granite is also able to [REDACTED]</p> <p>[REDACTED] [REDACTED] [REDACTED]</p>
<p>Emulated Primary Rate Interface (ePRI):</p> <p>For customers with outdated call managers or Public Branch Exchanges (PBX), but without the necessary budget for a hardware/software overhaul, Granite offers [REDACTED]</p> <p>[REDACTED].</p>
<p>Session Initiation Protocol (SIP) Trunking:</p> <p>A SIP-based VoIP solution enables Granite to provide telephony services to business customers over IP infrastructure. Business SIP Trunking from Granite allows customers to converge their voice and data services to a single circuit, taking advantage of Voice over IP technology (versus traditional TDM based PSTN trunk services). [REDACTED]</p> <p>[REDACTED] Granite's state of the art network allows Granite to offer service on a nationwide basis on a telephony platform that provides customers with on-net redundancy and carrier diversity.</p>
<p>Internet Access (as needed):</p> <p>For customers that do not wish to use existing circuits for an "over the top" solution, or those that simply require additional bandwidth to scale their existing needs, Granite will also provide an array of different internet access options at multiple bandwidths, to include: Broadband Internet Access, Dedicated Internet Access, Multiprotocol Protocol Label Switching (MPLS) and legacy access services (PRI, BRI, T1).</p>

Granite is able to provide these telecommunications services using its own next-generation nationwide backbone network, in addition to its vast agreements with underlying carriers. Granite's backbone network features [REDACTED].

Granite has also implemented [REDACTED]. Adding to our capacity, Granite's backbone network is joined through [REDACTED] enables Granite to deliver [REDACTED]. Similar to its [REDACTED], Granite has formalized contractual agreements with [REDACTED] that allow it to deliver next-generation voice services across its national footprint. As a certified CLEC, Granite fully complies with all federal and state mandates for number portability, and Granites' solutions provide full and transparent access and interoperability with the Public Switched Telephone Network.



3.2.1.B GRANITE UCAAS – COLLABORATION AND CONFERENCING (RFP PAGE 3, 4)

Granite has the ability and proven track record to deliver UCaaS solutions as a holistic offering (including internet access, VoIP service/hardware, and a mobile/desktop soft-client with video/audio conferencing service suite) in addition to an “a la carte model,” where customers are able to procure “over the top” services for Hosted Voice and MaX UC or MaX UC Meeting if no internet connection or additional hardware is required.

Granite MaX UC and MaX UC Meeting Key Features	
<p>MaX UC</p> <p><i>*Included with Hosted Soft Seat, Soft Meeting Seat, Executive Seat, and Executive Meeting Seat</i></p>	<ul style="list-style-type: none"> Users get the same calling features, dial plans, and outgoing caller ID that they get on their office phone delivered via mobile and desktop applications Supports Wi-Fi, 3G/4G or wired connections Access to a centralized corporate contact book Instant messaging (IM) and presence Video calling Visual voicemail Incoming call management SILK audio codec Forward error correction minimizes packet loss Zero-touch dynamic distribution and auto-provisioning Supports Windows, MacOS, iOS, and Android
<p>MaX UC Meeting</p> <p><i>*Included with Hosted Soft Meeting Seat and Executive Meeting Seat</i></p>	<ul style="list-style-type: none"> Supports conferences with up to 100 participants (additional available at cost) Scheduled and ad-hoc conferences Video conferencing (powered by Zoom) Desktop sharing and file sharing Desktop remote control Conference recording Single-click uplift from one-to-one Granite MaX UC calls or IM sessions to conferences Can be used as a room system with control over external components like cameras Microsoft Outlook integration Supports Windows, MacOS, iOS, and Android



Granite Collaborative Marketing Strategy for Region ESC 4 and OMNIA Partners		
Granite's 30-Day Achievements:	Granite's 60-Day Achievements:	Granite's 90-Day Achievements:
		<div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px;"></div>

From the time of contract award, Granite will additionally promote the Region 4 ESC and OMNIA contract to existing Granite customers to comprehensively explain the benefits of its use. Granite will also ensure that all marketing for regional and national contracts will include Region 4 ESC and OMNIA Partners as a preferred choice for contracting. Granite currently holds and promotes regional and national agreements, such as:

- GSA Enterprise Infrastructure Solutions (EIS)
- GSA IT Schedule 70
- National Cooperative Purchasing Alliance
- USAF Blanket Purchase Agreement for Local Telecommunications Solutions
- Virginia Broadband Services Contract
- Arkansas Broadband Services Contract
- Colorado Ethernet Services Contract
- South Carolina Local Telecommunications Services Contract
- New Mexico Local Exchange Carrier Service
- New Mexico Long Distance Service
- Oklahoma Telecommunications Services
- Louisiana Long Distance Services
- Vermont Telecommunications Services
- Illinois Ethernet Services
- South Carolina Ethernet Services
- US Educational Technology Purchasing Alliance (USETPA) Approved Vendor
- Pennsylvania Department of General Services COSTARS Approved Vendor
- State of Louisiana State Implementation Plan (SIP)
- State of New York
- State of California Multiple Award Schedules (CMAS)

Granite will also provide a Program of Support for the Region ESC 4 and OMNIA partnership, with key named individuals for ease of communication and assignment of responsibility:



Through the leadership and engagement of the team listed above, and the nationwide salesforce that Granite brings to bear, it will be a priority to continue to educate and foster an environment of knowledge and information sharing with the team to ensure they are fully read into the selling power of the Region 4 ESC and OMNIA Partners agreement. Granite will continue to invest resources and funds into marketing and training of the salesforce throughout the entire lifecycle of the contract to ensure its use is maximized to the greatest extent possible. This will also include a dedicated contract management team to ensure that updates and modifications, as well as general reporting requirements, are always delivered on time, if not early.



Granite would also gladly provide its previous fiscal year sales, public agency reported sales, top ten public agency customers and other related information, upon contract award and after executing a mutual non-disclosure agreement. Furthermore (in regard to financial statements), it is not Granite's approved business practice to guarantee sales (either in quantity or dollar value) across any purchasing agreement. Granite will guarantee however that no minimum purchase be required by agencies, nor a maximum threshold be applied.

Granite will work with Region 4 ESC and OMNIA Partners to ensure that its agreement represents the best possible value to the Public Sector, and is also willing to provide competitive quotes upon request to achieve lower than ceiling rates, whether an official RFP is issued by an agency or not. Granite's dedicated proposal response team consists of over a century's worth Government Contracting experience and will ensure Public Agencies are treated with the care and attention they deserve—from quote, to provisioning, to install.

TAB 3.A

OMNIA Partners Documents

(RFP Page 12, Appendix D, Exhibit F, G)



3.A.1 APPENDIX D, EXHIBIT F. FEDERAL FUNDS CERTIFICATIONS (RFP PAGE 7, 49)

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

- (i) Direct United States Government cash assistance to an individual;
- (ii) A subsidy;
- (iii) A loan;
- (iv) A loan guarantee; or
- (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in §

200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.



Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES lc Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES lc Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include



the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES RC Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES RC Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is



compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES RC Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES RC Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.



Does offeror agree? YES RC Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES RC Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a



Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES RC Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES RC Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).



Does offeror agree? YES PC Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request.

Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES PC Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES PC Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. §

200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV-7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act,

applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevaling wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color,



religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be

imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. “During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of

this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. If prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. **Contract Work Hours and SafetyStandards Act.**

- a. **Applicability:** This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. **See 2 C.F.R. Part 200, Appendix II, ¶ E.**
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to

satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”**
- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement*

Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name

of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31

U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:



1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the

undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Rand Currier, COO

Name and Title of Contractor's Authorized Official

7/14/2020

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.



Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name:

Granite Telecommunications, LLC

Address, City, State, and Zip Code:

100 Newport Avenue Extension, Quincy, MA 02171

Phone Number: 5713419076

Fax Number: (833) 871 - 8320

Printed Name and Title of Authorized

Representative: Rand Currier, COO

Email Address: govtproposals@granitenet.com

Signature of Authorized Representative:

Date: 7/14/2020



3.A.2 APPENDIX D, EXHIBIT G. NEW JERSEY BUSINESS COMPLIANCE (RFP PAGE 7, 67)

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Granite Telecommunications, LLC

Street: 100 Newport Avenue Extension

City, State, Zip Code: Quincy, MA 02171 _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I Rand Carrier, a partner in Granite Telecommunications, LLC, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of



_____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate

none.) Name	Address	Interest
Rob Hale	100 Newport Avenue Extension, Quincy MA 02171	90%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

7/14/2020

Date



Authorized Signature and Title



DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Granite Telecommunications, LLC
Street: 100 Newport Avenue Extension
City, State, Zip Code: Quincy, MA 02171

State of Massachusetts

County of Norfolk

I, Rand Currier of the Quincy
Name City

in the County of Norfolk, State of Massachusetts
of full age, being duly sworn according to law on my oath depose and say that:

I am the COO of the firm of Granite Telecommunications, LLC
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements

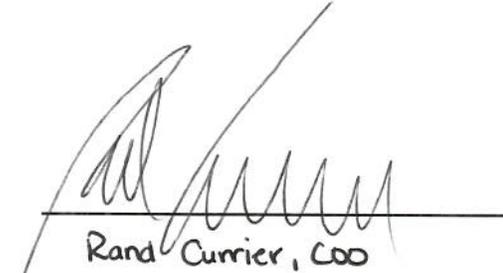


contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

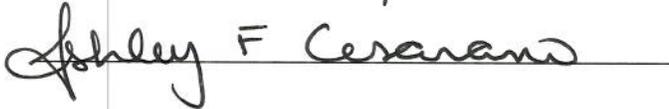
Granite Telecommunications, LLC

Company Name


Rand Currier, COO
Authorized Signature & Title

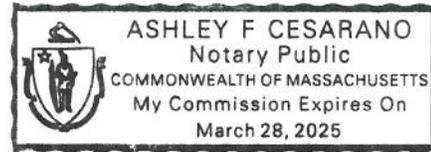
Subscribed and sworn before me

this 14 day of July, 2020



Notary Public of MASSACHUSETTS

My commission expires March 28, 2025



SEAL



DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Granite Telecommunications, LLC
Street: 100 Newport Avenue Extension
City, State, Zip Code: Quincy, MA 02171

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts
(Exhibit A) Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed



I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

7/14/2020

Date



Authorized Signature and Title

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to

P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

A handwritten signature in black ink, appearing to be "A. M. M.", written over a horizontal line. Below the line is the text "Signature of Procurement Agent".

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.

- d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A- 20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee^{*}
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."



DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Granite Telecommunications, LLC		
Address:	100 Newport Ave. Ext.		
City:	Quincy	State: MA	Zip: 02171

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A20.26 and as represented by the Instructions accompanying this form.


Rand Currier
COO

Signature
Printed Name
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$



Check here if the information is continued on subsequent page(s)

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership
Committees Legislative District #s:

State Senator and two members of the General Assembly per district.

County

:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.



DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
- Limited Partnership Limited Liability Corporation Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Rob Hale & Family <small>Work</small> Home Address: 100 Newport Avenue Extension, Quincy, MA 02171	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: _____	Name: _____

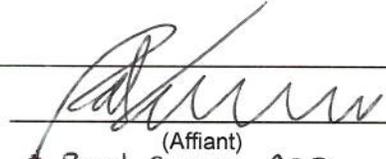
Home Address:

Home Address:

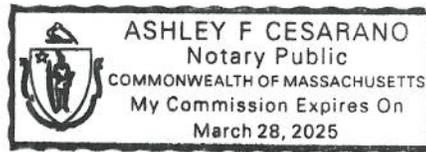
Subscribed and sworn before me this ¹⁴ day of
July, 2020.

(Notary Public) Ashley F Cesarano

My Commission expires: March 28, 2025



(Affiant)
Rand Currier, COO
(Print name & title of
affiant) (Corporate Seal)



DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.



DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GRANITE TELECOMMUNICATIONS, LLC

Trade Name:

Address: 100 NEWPORT AVENUE EXT
QUINCY, MA 02171-1759

Certificate Number: 0150071

Effective Date: May 16, 2002

Date of Issuance: March 01, 2018

For Office Use Only:

20180301142459691



TAB 4

Qualification and Experience

(RFP Page 12, 13)

4.1 QUALIFICATION AND EXPERIENCE (RFP PAGE 6, 12, 13)

Since 2002, all of Granite’s progress has been defined by listening to our customers. Our message and goals have been to give them the best customer experience and provide them with the tools needed to keep their business running with ease and peace of mind.

Today, with over 2,300 teammates and offices nationwide, customer service is still the core of our operations. We bring a work ethic and tenacity that is unique. Our Granite teammates interact all day, every day, with our customers, listening to their needs and evaluating solutions that will work best for them.

With our leading managed services, Granite provides a fast, reliable network for any business or public agency. Granite’s carrier agreements nationwide provide the connectivity needed to deliver the best coverage 24/7/365.

Granite’s commitment to our clients goes beyond our culture, and into the communities. Being active in the community is important, it is part of the fabric of our company. We are proud to acknowledge our teammates put their own time into volunteering and donating funds for local organizations and charities, donating over \$220 million in the past seventeen years. In 2019, Granite was named the second most charitable company in Massachusetts by the Boston Business Journal.

Looking ahead, Granite will continue embracing our long-standing culture and philanthropy. As our resources expand and technology advances, Granite continues to focus ever more on our customer service and experience.

Experience and Qualification of Key Employees		
Executive Support	Greg Giambalvo, Vice President	Greg has been with Granite since it opened its doors in 2002, and with over twenty-five years of experience in telecommunications as a Salesperson, Business Developer, Manager, and Vice President, he has earned a reputation across the industry as a consummate professional who knows how to get the job done when it counts. As senior leadership in Granite, Greg oversees the entire West Palm Beach, FL Sales Office with a team of over 140 telecommunications experts, the lion share of those individuals directly involved with sales efforts.
Marketing	Lauren Grenier, Marketing Director	Lauren started at Granite in 2015 as a Sales and Marketing Manager, managing creative marketing and external communications for onsite trade show events, corporate parties, and sponsored events for channels, corporate, and government teams. One of her initial tasks was to implement a sales action plan

		for agents to more easily join Granite’s Channels program to help ramp up non-traditional revenue growth, which was a near-instant success. She was promoted to Marketing Director in 2018 and has since been instrumental in growing every aspect of Granites Commercial, SLED, and Federal Brand Awareness campaigns.
Sales	Amy Cordes, Regional Vice President	Amy has been with Granite for almost a decade and reports directly to Greg Giambalvo out of the West Palm Beach office. Amy started in Sales at Granite on the commercial side, where she quickly made a name as an all-star team member, with one of the fastest book of growths in her market. She was recruited internally at Granite to assist with the State, Local, and Education market with a small team supporting her, where again, she was able to post record numbers during Granite’s mobility offering rollout. In 2018, Amy was tapped to help stand up the Granite Federal Business Development team as Business Development Lead for DoD. After the successful standup of Granite Government Solutions, Amy was again promoted at Granite to Regional Vice President, where she now reports directly to Greg Giambalvo and assists in guiding the success of the West Palm Beach sales team, which just celebrated one of its best quarters ever in Q1 2020.
Sales Support	Luke Owens, Senior Account Manager Public Sector	Luke has been with Granite since early 2017 and quickly distinguished himself as both a super salesperson, as well as an “outside the box” thinking capture manager for large contract business. Over the past year alone, Luke has been instrumental in assisting Granite land large IDIQ type contracts such as: National Cooperative Purchasing Alliance, Oklahoma Statewide Telecommunications Agreement, and the CALNET 4 Statewide Agreement.
Financial Reporting	Laura MacDougall, Senior Contracts Manager	Laura is one of Granites experts when it comes to strategic leadership of contractual processes for commercial and government projects. With nearly two decades of Government contracting experience in telecommunications and IT, she’s a proven integrator of technology that drives operational efficiency. During her time at Granite, Laura has helped spearhead large-scale program changes at Granite that have increased reporting accuracy and capabilities for both Granite and its customers.
Accounts Payable	Laura MacDougall, Senior Contracts Manager	Laura is one of Granites experts when it comes to strategic leadership of contractual processes for commercial and government projects. With nearly two decades of Government contracting experience in telecommunications and IT, she’s a proven integrator of technology that drives operational efficiency. During her time at Granite, Laura has helped spearhead large-scale

		program changes at Granite that have increased reporting accuracy and capabilities for both Granite and its customers.
Contracts	Ryan Goldrick, Director of Government Contracts	With nearly two decades of experience in writing contracts and proposals for telecommunications and IT, Ryan is Granite Government Solutions' most senior contracts member. Ryan was dual-hatted as both Proposal Lead and Contract Specialist for the GSA Enterprise Infrastructure Solutions (EIS) RFP, an IDIQ valued at \$50B. Under Ryan's guidance and leadership, Granite was awarded one of eight spots on the EIS contract in 2017 and since, Ryan has been a central figure in growing the Granite Government Solutions team to the multi-million dollar annualized earner it is today.

As reinforced by the qualifications of Granite's proposed Key Personnel, Granite has immense experience providing telecommunications services to public sector clients. A few of Granite's current State, Local, Education, and Federal agreements can be found in the table below.

GSA Enterprise Infrastructure Solutions (EIS)	Oklahoma Telecommunications Services
GSA IT Schedule 70	Louisiana Long Distance Services
National Cooperative Purchasing Alliance	Vermont Telecommunications Services
Arkansas Broadband Services Contract	Illinois Ethernet Services
Virginia Broadband Services Contract	South Carolina Ethernet Services
USAF Blanket Purchase Agreement for Local Telecommunications Solutions	US Educational Technology Purchasing Alliance (USETPA) Approved Vendor
Colorado Ethernet Services Contract	Pennsylvania Department of General Services
New Mexico Long Distance Service	State of Louisiana State Implementation Plan (SIP)
New Mexico Local Exchange Carrier Service	State of New York
South Carolina Local Telecommunications Services Contract	State of California Multiple Award Schedules (CMAS)

Furthermore, Granite staff has extensive experience working with the Universal Service Administration Co. and its many programs, including schools and libraries (E-Rate), Rural Health Care, and high-cost builds. Granite also has consultants on retainer to help answer program-specific questions, as well as to keep our staff trained on the many different nuisances involved across each Universal Fund Program. Our last organization-wide training event took place at Granite's West Palm Beach office in Q4 of 2019 and covered



the importance of being able to provide Rural Health Care customers with additional discounts based on industry downturn and potential hospital closings. The course additionally covered helpful items, such as website functionality & tools, how service request forms are filed with USAC, and what items are eligible for funding with each different program. As a service provider who views our Public Agency customers as community partners, Granite is always willing to go the extra mile to try and identify ways to keep our customers happy and communicating at their utmost effectiveness.

As stated in previous sections, Granite does not plan to subcontract within this agreement, nor does its officers/directors have any past litigation, bankruptcy, reorganization or state investigations arising from its delivery of products or services, or due to performance of its contractual obligations.

TAB 4.A

References

(RFP Page 13)



4.A.1 REFERENCES – UNITED STATES POSTAL SERVICE (RFP PAGE 6, 13)

<u>Contract Description: United States Postal Service</u>	
Prime/Subcontractor:	Granite Telecommunications, Inc. - Prime
Place of Performance:	Nationwide
CAGE Code:	39NE4
DUNS Number:	111777939
Prime POC Name & Title:	[REDACTED]
Corporate Address:	100 Newport Avenue, Extension, Quincy MA 02171
E-Mail Address:	[REDACTED]
Phone Number:	[REDACTED]
Fax Number :	[REDACTED]
Current Address:	[REDACTED]
CO Name:	[REDACTED]
Email Address:	[REDACTED]
Telephone:	[REDACTED]
Fax Number:	N/A
COTR/COR Name:	[REDACTED]
Email Address:	[REDACTED]
Telephone:	[REDACTED]
Fax Number:	N/A
Administrative/Billing CO Name:	[REDACTED]
Email Address:	N/A
Telephone:	[REDACTED]
Fax Number:	N/A
Contract Number:	[REDACTED] [REDACTED]
Contract Type:	FFP
Awarded Price/Cost:	[REDACTED]
Delivery Schedule (Original)	07/01/2015
Final/Projected Final Delivery Schedule	Ongoing project for services
Performance:	



Granite supports nearly 100 regional and internal divisions of USPS nationwide. These regional and internal divisions manage the entirety of the USPS' shipping and retail infrastructure. Granite provides voice services to tens of thousands of USPS locations, in both urban and rural areas nationwide. To put that into perspective, nearly every town has a post office, meaning Granite provides voice lines for most towns across the entirety of the United States of America. In addition to voice services, Granite provides a variety of additional services to various USPS locations.

Granite successfully completed the initial transition of over 11,000 legacy service lines within a 30-day time period. The transition of every legacy service line was completed with zero down-time and was completely seamless for every Post Office location. USPS has since awarded Granite additional service types as they begin to transform to the latest technologies. Granite continues to work through all challenges presented with each transition by using our ability to leverage multiple carriers and the outstanding relationships we have built with them. Granite's continued transition success, as well as dedicated customer service, are what earned us USPS' Supplier of the Year award.

Granite provides USPS with a dedicated management team which includes a Project Manager, Project Coordinator, Relationship Development Manager, and a VP who participates in status calls and other essential meetings, staying apprised of the project's progress on a regular basis. Additionally, Granite's technical teams meet or exceed all industry standards and best practices when implementing all equipment. For this contract, Granite provides managed Cisco routers with managed router service.

Granite's flexible and reliable support to USPS has fostered our success, and USPS' success, over the life of this contract. USPS splits its locations into 44 geographical regions, so Granite's management team is engaged seamlessly with contract and billing execution and management, and provides USPS with the greatest flexibility, which is required to ensure that the work runs smoothly. Granite also manages hundreds of very remote locations (including islands) which requires our management team to deploy technicians through a combination of various modes of transportation, all coordinated to support in-person visits. This model of Granite customer service was so outstanding in response to a series of outages, that USPS added 8,000 Broadband lines through a separate contract with Granite immediately after the outages were resolved.

[REDACTED]
[REDACTED]
[REDACTED]. This fast, seamless transition, along with superior customer service under Granite's dedicated Customer Service Account Manager, have been hallmarks of Granite's approach to all of its customers.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Granite has become a trusted partner and resource for USPS and has helped it realize millions in savings by consolidating services and working with them to build an accommodating, reliable, customized solution that appropriately fits their various and evolving needs. As a result, USPS approached Granite about the future of their network and what their options were for transitioning to



next-generation services. More specifically, Granite helped them investigate the idea of building out the infrastructure for a new network, the options available to them for other MPLS or SD-WAN solutions, and the logistics of provisioning and invoicing such a massive transition. USPS' technical staff met with Granite's Project Team, Government Contracts Team, and Senior Management including VP of Account Management and Granite's CIO. Subsequently, USPS' site-by-site transition to next-generation services has proceeded with Granite and is ahead of schedule.

Subcontracts:

[REDACTED]

4.A.2 REFERENCES – NATIONAL WEATHER SERVICE (RFP PAGE 6, 13)

Contract Descriptions: National Weather Service	
Prime/Subcontractor Price:	Granite Telecommunications, Inc. - Prime
Place of Performance:	United States, Nationwide
CAGE Code:	39NE4
DUNS Number:	111777939
Prime POC Name & Title:	[REDACTED]
Corporate Address:	100 Newport Avenue, Extension, Quincy MA 02171
E-Mail Address:	[REDACTED]
Phone Number:	[REDACTED]
Fax Number :	[REDACTED]
Current Address:	[REDACTED]
CO Name:	[REDACTED]
Email Address:	N/A
Telephone:	[REDACTED]
Fax Number:	N/A
COTR/COR Name:	N/A
Email Address:	N/A
Telephone:	N/A
Fax Number:	N/A
Administrative/Billing CO Name:	[REDACTED]
Email Address:	[REDACTED]
Telephone:	[REDACTED]
Fax Number:	N/A
Contract Number:	[REDACTED]
Contract Type:	FFP
Awarded Price Cost:	[REDACTED]



Delivery Schedule (Original):	09/01/2015
Final/Projected Final Delivery Schedule:	Ongoing project for services
Performance:	
<p>Granite provides large-scale, multi-regional Voice services to the National Weather Service (NWS) nationwide and works with NWS around the clock to provide full-time coverage to support its mission of accurately reporting weather-related information 24x7x365. Granite services and provides on-site support at numerous austere locations for legacy service lines that support the reporting of information gathered via weather monitoring devices.</p> <p>Granite provides NWS with legacy service lines for weather monitoring equipment that gather information on weather patterns. Granite has developed risk mitigation and management plans in conjunction with NWS to ensure there is no downtime in service. As part of those plans, the Granite Project Manager [REDACTED].</p> <p>Because many NWS locations are in remote areas such as mountaintops, waterside locations, and valleys, they require customized solutions and quick response times. Granite's team for this contract includes [REDACTED].</p> <p>In addition to Risk Management, Granite provides NWS with proactive monitoring. One concern NWS initially made clear was their dissatisfaction with the incumbent's response times. Among Granite's paramount principles is our dedication to industry-leading customer service. NWS regularly applauds us for "prompt service and feedback" and our ability to "expedite tasks when necessary". Our Single Point of Contact Project Management Model provides our clients with qualified and timely technical assistance 24x7x365.</p> <p>There have been multiple repair/service-related scenarios where Granite has gone above and beyond contract requirements to meet the customer's evolving needs. For some locations, it is difficult not only to have a LEC dispatched to install or repair lines but also to connect with the Local Contacts (LCONs). Many of these locations are unmanned or require advanced notice of installations or service dispatches. Granite's dedicated Project Manager often will contact LCONs or POCs directly to make sure that an installation or service dispatch goes smoothly. When issues do arise, Granite's dedicated Project Manager and the other members of Granite staff work tirelessly to resolve them.</p> <p>For example, NWS requested that Granite provide service to an airport. This request had to accommodate the airport's requirements, and NWS needed notice two hours before installation to dispatch a contact to meet the technician. The Granite Project Manager [REDACTED]. NWS personnel thanked us for going above and beyond to "ensure this important endeavor was resolved."</p>	



Another challenge NWS face is that some of their sites do not utilize an address. For instance,

[REDACTED]

Granite has provided NWS with thousands of dollars in savings over the life of the contract. Our Project Manager pulls inventory reports, reviews charges, and advises on potential consolidation points with NWS. Additionally, Granite has provided customized billing for NWS, dividing regions across over 40 paying accounts. Granite's agility and responsiveness to customer needs are unrivaled by traditional LECs, whose quality of support cannot compare.

Added to our proactive monitoring, quick response times, customer service, and cost savings, Granite provides an online management tool, *Rock Reports*, to NWS. NWS relies heavily on this tool to monitor and manage its numerous locations. *Rock Reports* provides NWS with a 24-hour tool to remotely access information about billing and service. When we updated these systems to the current model, there was some concern from NWS personnel regarding the new interface and changes to operating *Rock Reports*. Our Project Manager immediately provided numerous training sessions to NWS personnel, free of charge.

Subcontracts:

[REDACTED]



4.A.3 REFERENCES – DEPARTMENT OF LABOR (RFP PAGE 6, 13)

<u>Contract Descriptions: Department of Labor (DOL) - Job Corps</u>	
Prime/Subcontractor Price:	Granite Telecommunications, Inc. - Prime
Place of Performance:	United States, Nationwide
CAGE Code:	39NE4
DUNS Number:	111777939
Prime POC Name & Title:	[REDACTED]
Corporate Address:	100 Newport Avenue, Extension, Quincy MA 02171
E-Mail Address:	[REDACTED]
Phone Number:	[REDACTED]
Fax Number :	
Current Address:	[REDACTED]
CO Name:	[REDACTED]
Email Address:	N/A
Telephone:	[REDACTED]
Fax Number:	N/A
COTR/COR Name:	N/A
Email Address:	N/A
Telephone:	N/A
Fax Number:	N/A
Administrative/Billing CO Name:	N/A
Email Address:	N/A
Telephone:	N/A
Fax Number:	N/A
Contract Number:	[REDACTED]
Contract Type:	FFP
Awarded Price Cost:	[REDACTED]
Delivery Schedule (Original):	06/01/2017
Final/Projected Final Delivery Schedule:	Ongoing project for services
Performance:	
<p>Since 2017, Granite has provided the Department of Labor's (DOL) Job Corps with high-capacity internet and managed router services for 131 locations nationwide, facilitating the transition-off of DOL's AT&T contract. Recently, Granite won a follow-on contract with Job Corps to continue the services for another year after a successful first year. It should be noted that AT&T only held the contract for a year prior to Granite winning the task order. Upon contract award, Granite began its "like-for-like" transition of services, in compliance with Job Corps' requirements.</p>	



DOL's Job Corps provides no-cost education and vocational training to young people ages 16-24 to improve the quality of their lives. As such, it is important these young people, as well as the educators at the centers, have secure and reliable access to internet and phone services.

Job Corps' decision to extend the task order contract is indicative of the quality of the transition. Granite's dedicated Project team worked with the Job Corps team to keep the transition on track and downtime minimal. The Project team kept Job Corps contacts continually apprised of any transition issues to resolve them quickly and efficiently, and many issues were handled between Job Corps and Granite in only a few minutes via email or phone. This eased Job Corps' burden and freed the Job Corps team to focus on mission-critical items.

Granite's dedicated project team includes a Project Manager, Project Coordinator, and Contracts Manager. This team holds weekly status calls with the Job Corps team to report on installation status; works with Job Corps personnel to ensure every location is up and running successfully, and identifies any bandwidth change requests. Granite's team enhances its customer service by proactively reaching out to any site that has experienced a service-related issue, in addition to holding weekly status meetings. Granite's customer service quality is further enriched through the use of new, brand name equipment that meets industry standards. Additionally, Granite's technical teams adhere to all industry standards and best practices when implementing all equipment.

Granite's team has accommodated every Job Corps request including modifying the contract to include: additional services and capabilities, providing network flexibility by increasing and decreasing bandwidths, or suggesting alternate products to address the changing needs of the various locations. Granite has provided Job Corps with world-class customer service in its dedicated Project team, as well as a single customized invoice encompassing all locations, and has saved Job Corps [REDACTED]

Specifically regarding the transition of services, Granite has treated each location on an individual basis with its own transition timeline to address each location's unique needs. Granite's project team manages a real-time tracker that provides Job Corps with the status of every location's transition and current service. Every week, the team reports on the status and alerts Job Corps if there are any project-related issues to discuss, including potential delays. If the Job Corps team needs any specific information or more detail outside of these meetings, they are able to reach out and receive a prompt response from the Granite Management Team.

Job Corps chose Granite because of our [REDACTED]
[REDACTED]. Granite set itself apart from the large telecommunication incumbent by providing the flexibility to customize services that satisfied the individual needs of each location.

[REDACTED], the Contracting Officer for Job Corps, has expressed [REDACTED] and the agency's satisfaction with Granite's services numerous times. They have highlighted our customer service and flexibility as the two qualities that influence their choice to extend this contract. These were the two largest pain points for them with their incumbent provider, AT&T. The incumbent was unable, and in some cases unwilling, to provide Job Corps with the attention necessary to understand their goals and provide optimal service.



Subcontracts:

4.A.4 REFERENCES – [REDACTED]

Contract Descriptions: [REDACTED]	
Prime/Subcontractor Price:	Granite Telecommunications, Inc. - Prime
Place of Performance:	United States, Nationwide
CAGE Code:	39NE4
DUNS Number:	111777939
Prime POC Name & Title:	[REDACTED]
Corporate Address:	100 Newport Avenue, Extension, Quincy MA 02171
E-Mail Address:	[REDACTED]
Phone Number:	[REDACTED]
Fax Number:	[REDACTED]
Current Address:	[REDACTED]
CO Name:	[REDACTED]
Email Address:	[REDACTED]
Telephone:	[REDACTED]
Fax Number:	N/A
COTR/COR Name:	[REDACTED]
Email Address:	[REDACTED]
Telephone:	[REDACTED]
Fax Number:	N/A
Administrative/Billing CO Name:	N/A
Email Address:	N/A
Telephone:	N/A
Fax Number:	N/A
Contract Number:	[REDACTED]
Contract Type:	FFP
Awarded Price Cost:	[REDACTED]
Delivery Schedule (Original):	1/01/2006 to Present
Final/Projected Final Delivery Schedule:	Ongoing project for services
Performance:	



Granite primarily provides legacy service (local and long-distance), and Primary Internet at all locations (either Broadband or Direct Internet Access (DIA)), VoIP and UCaaS, Toll Free Services, and Backup Internet access via LTE enabled Cradlepoints. Granite is preparing to begin a VoIP and UCaaS transformation for [REDACTED] with a 160 location pilot phase. After these initial 160 locations transform from legacy service to UCaaS and VoIP, [REDACTED] plans to convert the remaining 24,000 legacy service lines over a 5-year period where possible.

Granite's ability to provide all the above services across the CONUS is a major part of the transformation, as well as the dedicated customer service teams and tailored transition approach. With our nationwide footprint and carrier agnostic services, Granite will be able to continue to provide [REDACTED] with cost-effective services throughout the life of the contract with minimal downtime.

Granite provided [REDACTED] with a transformation roadmap that would provide minimal disruption to their critical daily operations of [REDACTED] by staggering the roll-out. Since their operations are critical to the lives of so many, Granite and [REDACTED] decided a transform-at-your-own-pace approach would best serve [REDACTED] mission. Using the guidance of Granite's experienced engineers to inform decisions, [REDACTED] can transition or transform as appropriate.

The [REDACTED] contract has been subject to numerous changes over the years, as we've transformed their legacy network since 2006. A key to ensuring the changes occur smoothly has been ensuring that implementation processes for the transformation are well-communicated across the numerous team members. A dedicated Premier Account Manager for all existing locations ensures that they are greenlit at the appropriate time before beginning the overall transformation. Granite also provides a separate dedicated Project Manager for any new locations to support the Premier Account Manager. [REDACTED] also has a designated ordering Point of Contact for each of the service areas on the contract.

Granite also provides a dedicated Client Training Team. This team has the ability to provide training exhibitions at the corporate and branch levels, as well as client-specific training. They have provided on-site, WebEx, and documentation-based training to numerous departments within the organization, including Basic Equipment Guides, Troubleshooting Checklists, Step-by-Step Functional Guides, Product On-Boarding, and New Feature Sessions for Granite-owned and non-owned tools and software.

When [REDACTED] CEO directed his IT team to reduce its costs, Granite provided revised quotes for our customer. Granite developed an approach that [REDACTED]
[REDACTED]
[REDACTED] Additionally, Granite has provided tiered pricing for VoIP and UCaaS to [REDACTED], so that the further along they are in the transformation, the lower the cost for all of their HPBX lines, which contributes significant savings in their phone bill.

Granite strives to partner our most experienced and highest performing Account Representatives with our largest customers, to ensure that their needs are met with the necessary expertise, efficiency, and quality. Like most large accounts, [REDACTED] requires a high volume of provisioning and



changes. The Account Representative processes and oversees 20-30 installs for [REDACTED] each month, with about 8-15 lines per location. The Account Representative organizes weekly customer calls for MAC orders, bi-weekly repair calls, monthly calls for problem locations, and attends quarterly business reviews at the customer Headquarters in Denver. Additionally, a dedicated Billing Analyst reviews invoices for billing and rebill issues, as well as any of the customer's other daily financial needs.

Overall, Granite has been very quick to implement changes brought out through modifications and changes to the contract. For example, in January of 2019, Granite was performing an HPBX system install at a new [REDACTED] site in Arizona. All of the equipment for the install was delivered on 12/19/18 and the Granite technician was scheduled to complete the installation on 1/7/19. Granite's technician confirmed that all 41 phones were delivered and installed. The following day the onsite point of contact requested two "sidecars" (used to manage multiple simultaneous telephone calls) be added to the order in time for the pending opening. Granite's [REDACTED] Management Team not only shipped the sidecars the following day but also updated the standard questionnaire for all future VoIP and UCaaS orders.

Granite also sent [REDACTED] photos and instructions for how to install the sidecars, so that [REDACTED] General Contractor (GC) for the project could complete the install. Granite offered to send a tech on-site, but the GC was able to perform the simple install thanks to Granite's instructions, which saved the customer time. As a result, the [REDACTED] POC thanked the team for being so prompt in addressing the challenge.

Granite's dedicated repair unit for the [REDACTED] account ensures repairs are always addressed within an hour, and keep the customer informed on the status of any planned or unplanned maintenance that could cause [REDACTED] to experience downtime. Granite prides itself on providing on-time installs and implementing the necessary/requested services with little or no error at numerous locations across an extended period of performance for [REDACTED].

Subcontracts:

[REDACTED]



4.A.5 REFERENCES – [REDACTED]

Contract Description: [REDACTED]	
Prime/Subcontractor:	Granite Telecommunications, Inc. - Prime
Place of Performance:	United States, Nationwide
CAGE Code:	39NE4
DUNS Number:	111777939
Prime POC Name & Title:	[REDACTED]
Corporate Address:	100 Newport Avenue, Extension, Quincy MA 02171
E-Mail Address:	[REDACTED]
Phone Number:	[REDACTED]
Fax Number :	[REDACTED]
Current Address:	[REDACTED]
CO Name:	[REDACTED]
Email Address:	[REDACTED]
Telephone:	[REDACTED]
Fax Number:	N/A
COTR/COR Name:	N/A
Email Address:	N/A
Telephone:	N/A
Fax Number:	N/A
Administrative/Billing CO Name:	[REDACTED]
Email Address:	N/A
Telephone:	[REDACTED]
Fax Number:	N/A
Contract Number:	[REDACTED]
Contract Type:	FFP
Awarded Price Cost:	[REDACTED]
Delivery Schedule (Original)	07/01/2015
Final/Projected Final Delivery Schedule	Ongoing project for services
Performance:	
<p>Granite has been providing reliable, nationwide Hosted and/or Legacy Voice and Data services for [REDACTED] for the past five years. The scope of [REDACTED] services with Granite includes over 16,000 legacy service lines, 231 Hosted Voice lines across 6 dedicated locations, 24 T1s & PRIs, 46 Broadband Circuits, 1 SIP and 32 Hosted PBX locations.</p> <p>Granite helped plan and implement the transformation of 30 legacy service facilities that the carriers would no longer service and developed a unique Hosted PBX (HPBX) solution over 4G wireless in</p>	



order to restore service to these locations. The Granite team worked with the [REDACTED] locations to ensure a smooth transition, including coordinating the technician dispatches and keeping track of the schedule. For some of these locations, [REDACTED] managers had concerns about how the transformation would affect their service. In these instances, our Project Manager mapped out the implementation timeline with specific dates and outage time(s). This was greatly appreciated by [REDACTED] personnel, who said: *"[the Project Manager] spent an hour going through everything with me and was very patient throughout the entire process."* Granite maintained an efficient pace with each location, and most transitions took an average of 2 weeks, with one in Dallas lasting less than a week.

This contract is managed by a Project Manager who oversees ordering and tracks service status. The Project Manager works with a Wireless Solutions Engineer when sites need an [REDACTED] service. Granite's representatives attend [REDACTED] quarterly board reviews (QBR) to discuss existing services, savings across the country by region, strategic solutions, and potential services. [REDACTED] has praised the Granite team's *"ability to think not only on their feet but also outside the box and willingness to go the extra mile to get the job done."* [REDACTED] has also expressed that, *"regardless of the savings, having our dedicated account manager was worth the entire transfer to Granite. I've never worked with anyone as good as him for any services, not just telecom."*

Granite's work with [REDACTED] demonstrates our ability to successfully implement and manage large-scale, nationwide telecommunications services as well as to deliver outstanding customer service and support. The cost savings and the unique [REDACTED] solutions we provide for [REDACTED] demonstrate our understanding and flexibility of customer needs for regionally diverse locations in a nation-wide footprint. Across the period of performance for this contract, [REDACTED] has benefited from excellent service and customer management support for over 4,000 locations. Granite regularly provides custom reports to Enterprise that are delivered through our online management tool, *Rock Reports*. [REDACTED]

[REDACTED]. Granite also provided a cost analysis of savings per group to the [REDACTED] team upon execution of our MSA. In the three years of the contract, Granite already has been able to save [REDACTED] over 10% through the life of the contract, and currently services 80% of the [REDACTED] regional groups, with new groups on-boarded each month.

Subcontracts:

[REDACTED]



TAB 5

Value Add

(RFP Page 13)



5.1 VALUE ADD (RFP PAGE 6, 13)

With its nationwide service area and extensive experience implementing voice and data solutions in a variety of industry applications, Granite is well-positioned to provide a host of telecommunications solutions in addition to UCaaS. Granite will deliver these services through its [REDACTED]

The telecommunication services that Granite can provide include:

✓ Dedicated Internet Access	✓ Broadband Internet Access
✓ Wi-Fi Services	✓ Plain Old Telephone Service (POTS)
✓ Mobility	✓ IP-Based Voice Solutions
✓ Managed Services	✓ SD-WAN
✓ MPLS	✓ Inside Wiring
✓ Failover	✓ Legacy Services (PRI, BRI, T1, etc.)

Because Granite provides [REDACTED] at the schedule and pace dictated by the agency, both as time and budget allow. The value of this level of transition to transformation support is unsurpassed in the industry.

5.2 PRODUCTS/PRICING (RFP PAGE 6, 11, 12)

Granite is providing its pricing schedules based on a firm-fixed-price and a discount from the manufacturer pricing list for its Value Add Services and Equipment offering. Current contracts and catalog pricing with identified manufacturer’s discounts (as applicable) are also provided within this response as attachments in order to assist in fair market research, as well as to allow Region 4 ESC and OMNIA Partners to verify Granites current Public Agency service offering.



5.2.1 VALUE ADD SERVICES – GRANITE PRICING SCHEDULE (RFP PAGE 6, 11, 12)

For transparency purposes and to ensure that Region 4 ESC and OMNIA Partners have access to similar or better products and services that are currently offered on other Public Agency agreements or procurement vehicles, Granite is providing its Value Add Services offering with the following considerations:

- a. Granite has provided its pricing for Value Add Services as, **“Attachment B – Value Add Services – Granite Pricing Schedule”**
- b. Pricing is provided for all products and services at “Not to Exceed” or “Ceiling” rates
- c. [REDACTED]
- d. Standard warranties apply for all associated equipment, and Granite additionally provides Service Level Agreements (SLA) for product replacement within 1-2 Business Days at no cost to our customers. Service SLAs are provided in **“Attachment I – Service Level Agreements – Granite Submission.”**
- e. For services, Granite makes every best effort to offer lower pricing than those listed at the “Not to Exceed” or “Ceiling” rates. Granite is typically able to offer [REDACTED]. Granite will additionally offer discounts based on quantity ordered and individual agency needs or restrictions, and assessed on a case by case basis
- f. To ensure that customers can verify they receive the best Contract price available, Granite will deliver similar rates as those currently offered by Granite on the General Services Administration, IT Schedule 70 Agreement (Contract Number: GS-35F-208BA), as well as similar rates as those currently offered by Granite on the National Cooperative Purchasing Alliance Agreement (Contract Number: NCPA 01-99)
- g. Granite will offer customizable invoicing and flexible payment terms (typically Net-30 as a standard) to ensure that Public Agency customers have the flexibility they need with their budget, in addition to the necessary reporting requirements—which can often change agency by agency

- h. Granite works diligently to ensure we are offering the most competitive prices possible to Public Agency customers at any given time. As such, any time Granite is able to update its price list to offer more competitive rates; whether it be annually, quarterly, or due to an emergent need by Public Agencies, Granite will immediately alert Region 4 ESC and OMNIA Partners of Granite's ability offer additional discounts or lower "Not to Exceed" or "Ceiling" rates
- i. All future products and services added to this schedule will be offered in a similar format and at similar rates as those products and services currently offered by Granite on the General Services Administration, IT Schedule 70 Agreement (Contract Number: GS-35F-208BA), as well as similar rates as those currently offered by Granite on the National Cooperative Purchasing Alliance Agreement (Contract Number: NCPA 01-99)
- j. Installation, construction, taxes, fees, and surcharges are separately assessed as applicable, and on a case by case basis, dependent upon the type of product and/or service being ordered
- k. Granite has provided copies of its referenced schedules (General Services Administration, IT Schedule 70 Agreement [Contract Number: GS-35F-208BA] and the National Cooperative Purchasing Alliance Agreement [Contract Number: NCPA 01-99] as, "**Attachment D**" and "**Attachment E**" of this response respectively.
- l. Quotes from future Region 4 ESC and OMNIA Partner customers can be requested directly from the Granite designated sales representative, the customers assigned Premier Account Representative, or by emailing their request to dcurrie@granitenet.com.
- m. All invoicing and billing information is provided via *Rock Reports*, and can additionally be delivered electronically via email or hard copy upon request. A robust suite of additional analytics, tracking, reporting and other capabilities are available using *Rock Reports* and elaborated on in **Section 3.1.1 Company Information**.

5.2.2 VALUE ADD EQUIPMENT – GRANITE PRICING SCHEDULE (RFP PAGE 6, 11, 12)

For transparency purposes and to ensure that Region 4 ESC and OMNIA Partners have access to similar or better products and services that are currently offered on other Public Agency agreements or procurement vehicles, Granite is providing its Value Add Equipment offering with the following considerations:



- a. Granite has provided its pricing for Value Add Equipment as, “**Attachment C – Value Add Equipment – Granite Pricing Schedule**”
- b. Pricing is provided for all products and services at “Not to Exceed” or “Ceiling” rates
- c. [REDACTED]
- d. Standard warranties apply for all associated equipment, and Granite additionally provides Service Level Agreements (SLA) for product replacement within 1-2 Business Days at no cost to our customers. Service SLAs are provided in “**Attachment I – Service Level Agreements – Granite Submission.**”
- e. For services, Granite makes every best effort to offer lower pricing than those listed at the “Not to Exceed” or “Ceiling” rates. Granite is typically able to offer [REDACTED]
[REDACTED]
[REDACTED]. Granite will additionally offer discounts based on quantity ordered and individual agency needs or restrictions, and assessed on a case by case basis
- f. To ensure that customers can verify they receive the best Contract price available, Granite will deliver the same or better rates (where able) as those currently offered by Granite on the General Services Administration, IT Schedule 70 Agreement (Contract Number: GS-35F-208BA), as well as the same or better rates as those currently offered by Granite on the National Cooperative Purchasing Alliance Agreement (Contract Number: NCPA 01-99)
- g. Granite will offer customizable invoicing and flexible payment terms (typically Net-30 as a standard) to ensure that Public Agency customers have the flexibility they need with their budget, in addition to the necessary reporting requirements—which can often change agency by agency
- h. Granite works diligently to ensure we are offering the most competitive prices possible to Public Agency customers at any given time. As such, any time Granite is able to update its price list to offer more competitive rates; whether it be annually, quarterly, or due to an emergent need by Public Agencies, Granite will immediately alert Region 4 ESC and OMNIA Partners of Granite's ability offer additional discounts or lower “Not to Exceed” or “Ceiling” rates

- i. All future products and services added to this schedule will be offered in a similar format and at the same or better rates (when able) as those products and services currently offered by Granite on the General Services Administration, IT Schedule 70 Agreement (Contract Number: GS-35F-208BA), as well as the same or better rates as those currently offered by Granite on the National Cooperative Purchasing Alliance Agreement (Contract Number: NCPA 01-99)
- j. Installation, construction, taxes, fees, and surcharges are separately assessed as applicable, and on a case by case basis, dependent upon the type of product and/or service being ordered
- k. Granite has provided copies of its referenced schedules (General Services Administration, IT Schedule 70 Agreement (Contract Number: GS-35F-208BA) and the National Cooperative Purchasing Alliance Agreement (Contract Number: NCPA 01-99)) as, "**Attachment D**" and "**Attachment E**" of this response respectively.
- l. Quotes from future Region 4 ESC and OMNIA Partner customers can be requested directly from the Granite designated sales representative, the customers assigned Premier Account Representative, or by emailing their request to dcurrie@granitenet.com.
- m. All invoicing and billing information is provided via *Rock Reports*, and can additionally be delivered electronically via email or hard copy upon request. A robust suite of additional analytics, tracking, reporting and other capabilities are available using *Rock Reports* and elaborated on in **Section 3.1.1 Company Information**.



TAB 6

Additional Required Documents

(Appendix C, Doc # 1-4)

6.1 ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC'S OPEN RECORDS POLICY (RFP PAGE 7, 23)

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

The following portions of Granite's proposal should not be made available to the public because they contain "trade secrets" within the meaning of Texas Government Code Sec. 552.110 and "proprietary information" within the meaning of Texas Government Code Sec. 552.1101. These portions of Granite's proposal include its "methods, techniques, processes, procedures, and actual customer information" which Granite has, in accordance with Section 552.110, "taken reasonable measures to keep secret" because of its "independent economic value from not being generally known to, and not being readily ascertainable" by its competitors. In accordance with Section 552.1101, the disclosure of this information (1) would reveal Granite's "individual approach" to its work,

staffing, internal operations, processes and pricing methodology or pricing information that will be used in future solicitations and (2) would give an advantage to competitors.

Granite is providing a “Redacted” version of its submission in addition to its “Original” submission for transparency. Please note, headings were not counted as lines in the following list:

- Page 16, Line(s) 15-16
- Page 16, Line(s) 24-25
- Page 20, Last line
- Page 21, Line(s) 1-2
- Page 21, Line(s) 8-20
- Page 22, Line(s) 3-11; 20-21; 25-29
- Page 23, Line(s) 2-6
- Page 24, First 4 lines of Paragraph 1 & 2
- Page 25, Line(s) 11-13
- Page 26, Line(s) 3-7
- Page 26, Line(s) 10-11
- Page 26, Line(s) 13-16
- Page 26, Line(s) 18-20
- Page 26, Line(s) 24-25
- Page 27, Line(s) 3-6; 7-15
- Page 29, Line(s) 5-6; 8-28; 30-44
- Page 30, Line(s) 2-24; 26-41
- Page 31, Line(s) 20 to end of page
- Page 33, Chart



- Page 45, Line(s) 8
- Page 62, Line(s) 7
- Page 64, Line(s) 8
- Page 87, Line(s) 5; 7-13; 15-17; 19; 21
- Page 88, Line(s) 29-31; 34-37
- Page 89, Line(s) 7
- Page 89, Line(s) 2; 14-18; 20; 26-28
- Page 90, Line(s) 11-12; 15-17; 33-38
- Page 91, Line(s) 2-7
- Page 92, Line(s) 5; 7; 8; 10; 12
- Page 93, Line(s) 23; 31-33
- Page 94, Line(s) HEADING and Table Heading; 5; 7-13; 15-17; 25
- Page 95, Line(s) SENSITIVE NAMES; 13; 33-35
- Page 96, Line(s) SENSITIVE NAMES; 27
- Page 97 Line(s) HEADING and Table Heading; 5; 7-13; 19; 21; 25; 29
- Page 98 Line(s) SENSITIVE NAMES; 20; 25-27; 32
- Page 100, Line(s) 4-6; 14-16
- Page 101, Line(s) 9-10; 17-19
- Page 103, Line(s) 5-6; 13-15

Date

Authorized Signature & Title



6.2 ANTITRUST CERTIFICATION STATEMENT (RFP PAGE 7, 24)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Granite Telecommunications, LLC	Contact	
Address		Signature
100 Newport Ave. Ext.		Bradford Hill
Quincy, MA 02171		Printed Name
		Government Proposal Supervisor
		Position with Company
	Official Authorizing Proposal	
		Signature
		Rand Currier
		Printed Name
Phone (571) 341-9067		COO
Fax (833) 871 - 8320		Position with Company

6.3 IMPLEMENTATION OF HOUSE BILL 1295 CERTIFICATE OF INTERESTED PARTIES (RFP PAGE 7, 25)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.



Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>



6.4 TEXAS GOVERNMENT CODE 2270 VERIFICATION FORM (RFP PAGE 7, 26)

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Rand Currier, as an authorized representative of

Granite Telecommunications, LLC, a contractor

engaged by [Insert Name of Company]

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one

(1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

Date



6.4 TEXAS GOVERNMENT CODE 2270 VERIFICATION FORM (RFP PAGE 7, 26)

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Rand Currier, as an authorized representative of

Granite Telecommunications, LLC, a contractor

engaged by [Insert Name of Company]

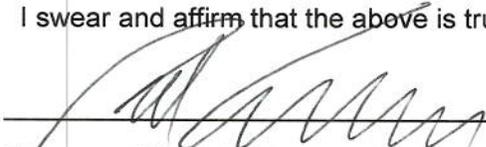
Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one

(1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

7/14/2020

Date

ACCESS SERVICES (ON-NET SERVICES) SERVICE LEVEL AGREEMENT

Access Services will be measured based on Service Level Agreement Objectives (“SLA Objectives”) as set forth in Section 1. SLA Objectives are based upon intended/target performance levels/criteria of Granite’s Core Network.

1. SLA Objectives. SLA Objectives are as follows:

On-Net Services

Table 1: On-Net Services

	Access Services
Network Availability	99.99%
MTTR	8 hours
CPE MTTR	2 business days
Install Interval	90 business days

SLA Objectives apply only to On-Net Services. SLA Objectives are effective as of the first (1st) day of the second (2nd) month after the Activation Date of such specific Access Services.

Off-Net Services

Notwithstanding anything to the contrary contained herein or in any other document including, but not limited to, the General Terms of Service or the VIP Services Terms of Service, SLA Objectives and service credits, if any, shall not apply to all or any portion of Off-Net Services used to provide Access Services. In the event of any failure of network availability of such Off-Net Services or failure to meet any other service level agreements of such Off-Net Service provided by Granite and/or its Provider(s) to Customer, Granite agrees to pass through a service credit equal to the service credit received by Granite from such Provider(s), if any. Customer’s sole and exclusive remedy, and Granite’s sole and exclusive liability and responsibility, for any failure of network availability of such Off-Net Services or failure to meet any other service level agreements of such Off-Net Services is as stated in the preceding sentence. *All Off-Net Services service level agreements will be measured on a Provider by Provider basis using each Provider’s definitions and criteria for each of the factors involved in calculating such service level agreement, including but not limited to, trouble resolution, service outage time, excluded outage time and outage count.* Service credits, if any, for Off-Net Services shall not exceed the service credit amounts Granite receives from its Provider(s).

Applicability.

In no event shall any failure to meet any SLA Objectives or Off-Net Services service level agreements constitute, or be deemed to constitute, a breach by Granite of the Agreement with Customer.

SLA Objectives do not apply to VoIP Services, see separate VoIP Services Service Level Agreement.

2. Descriptions and Definitions.

Network Availability

“Network Availability” will be an average of actual minutes of availability of all Customer IP logical connections as a percentage of the total IP logical connection available minutes as measured over a calendar {999997-008/00009169-3}

ACCESS SERVICES (ON-NET SERVICES) SERVICE LEVEL AGREEMENT

month and shall be calculated as follows:

$$\text{Network Availability} = ((\text{Calendar Month Minutes} - \text{Excluded Outage Time Minutes} - \text{Outage Time Minutes}) / (\text{Calendar Month Minutes} - \text{Excluded Outage Time Minutes})) \times 100$$

The measurement period for Network Availability commences upon receipt of Customer's report of a service outage and creation of a trouble ticket by Granite.

Mean Time to Repair

"MTTR" = (Service Outage Time Hours - Excluded Outage Time Hours) / Outage Count, provided that Service Outage Time, Excluded Outage Time and Outage Count are measured over a single calendar month.

CPE MTTR

Replacement equipment provided by Granite will be shipped for second (2nd) business day delivery for Customer self-installation so long as (a) the trouble is isolated to the Granite provided and managed equipment and (b) the root cause of the failure is determined by Granite by 1pm EST.

Install Interval

"Install Interval" is defined as the number of business days beginning on the date when Customer has provided Granite with (a) signed Service Order Documents for Access Services and such Service Order Documents are a "clean order" (meaning Customer has provided Granite with all information necessary to place the order), acceptable in all respects to Granite and (b) Granite and/or Provider(s) have accepted the service order, and ending on the Activation Date of such specific Access Services. Install Intervals apply to each specific Access Service individually. Install Intervals exclude any service location where facilities are determined to be unavailable or impaired by the underlying local Access provider or where construction or permitting is required. If Access services are provided via Ethernet over Fiber (EOF), Install Interval may be up to 120 days.

Chronic Outages

If any service location circuit experiences a "Chronic Outages" (meaning within any given calendar month, a specific affected Access Service experiences three (3) or more outages in violation with an SLA Objective), Customer may request an escalation of repair in accordance with Granite's escalation procedures and, upon receipt, Granite will have ten (10) business days to evaluate and prescribe resolution, including a timeline to complete the prescribed repairs. If Granite fails to perform the escalation or to resolve the Chronic Outage within the timeline prescribed, Customer may cancel that particular service location circuit without early termination fees. Service cancellations/terminations without early termination fees are not available with respect to incidents involving specific exclusions (as set forth in Section 4).

Escalation Procedures

In the event that more expedited resolution of service-affecting issues becomes critical or Granite exceeds the MTTR, Granite will implement its established escalation procedures.

3. Service Credits. If Granite does not meet its SLA Objectives, Customer may receive a service credit for the Access Services impairment, proportional to the SLA Objective's non-conformance, up to the percentage identified in Table 2.

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ACCESS SERVICES (ON-NET SERVICES) SERVICE LEVEL AGREEMENT

Table 2: On-Net Services - Service Credit Percentages

The maximum service credit available in any given month is as follows:

<u>SLA Objective</u>	<u>Maximum Service Credit</u>
Network Availability	15% of MRC
MTTR	5% of MRC
CPE MTTR	10% of MRC
Install Interval	10% of MRC

Customer's sole and exclusive remedy, and Granite's sole and exclusive liability and responsibility, for any failure to meet any SLA Objectives is as stated in this Section 3 and is limited to the applicable service credits, if any.

Determination of Service Credits

Service credits hereunder are calculated as a percentage of the then current MRC with respect to the specific Access Services for which the service credit is requested, and may not be applied to usage charges, government fees, taxes, surcharges or any third party charges passed through to Customer by Granite. Customer may not receive more than one (1) service credit per month for any SLA Objective's non-conformance involving a specific Access Services. Multiple instances of non-conformance affecting one (1) service location circuit during a particular month will not be eligible for multiple service credits, however, if approved they will be applied toward the accumulated monthly statistics. Service credits will not be available for any Access Services terminated by Customer for cause pursuant to the terms of the Agreement. Service credits may not be carried over into subsequent months and apply only to the month in which they are issued, regardless of balance owed.

If an incident affects the performance of Access Services and results in a period or periods of interruption, disruption, failure or degradation in Access Services, entitling Customer to one (1) or more service credits under multiple SLA Objectives, only the single highest credit with respect to that incident will be applied, and Customer shall not be entitled to service credits under multiple SLA Objectives for the same incident.

Eligibility for Service Credits

To be eligible for a service credit, Customer must: (a) open a valid trouble ticket documenting the problem and the SLA Objective's non-conformance and (b) timely request the applicable service credit by (i) emailing dataservicesrepair@granitenet.com with "Access - Service Credit Request" in the subject header or (ii) contacting Customer's Granite premier representative, within thirty (30) days after the trouble ticket is closed by Granite. Each service credit request must reference the applicable trouble ticket number(s) and circuit identifier(s) for the circuit elements associated with the non-conforming event. Service credit requests will not be accepted for open trouble tickets.

Granite, without notice and at its sole and absolute discretion, may limit or eliminate Customer's eligibility to receive service credits if (a) Customer account is not current and in good standing; (b) Customer was in default of any payment or other terms at the time of the incident generating the service credit claim or prior to Granite issuing the service credit; (c) Customer has submitted an excessive number of rejected service credit claims or attempted to use the service credit process in a frivolous or fraudulent manner; and/or (d) Customer is in violation of Granite's Acceptable Use Policy or Moderation of Use Policy covering the affected Access Services.

Service credits will be determined based upon if the actual monthly average of such parameter exceeds the SLA {999997-008/00009169-3}

ACCESS SERVICES (ON-NET SERVICES) SERVICE LEVEL AGREEMENT

Objective, except for Network Availability which will be calculated on a cumulative basis in a given month. Service credit requests will be reviewed and evaluated by Granite in relation to the relevant accumulated statistics in the month during which an SLA Objective's non-conforming event is alleged to have occurred. Granite's determination as to whether a SLA Objective has or has not been met shall be final. Service credit requests encompassing multiple months will be prorated in accordance with the statistical accumulations for the month in which the non-conformance occurred. Granite shall have thirty (30) business days to respond from the end of the month in which the service credit request is submitted. Service credit requests approved by Granite will be credited to Customer's account on the next billing cycle that begins after the service credit approval.

Cumulative service credits in any one (1) month must exceed \$25.00 to be processed. In no event shall Granite's total liability for any and all interruptions, disruptions, failures, and/or degradations in Access Services (including, without limitation, any failure to meet any SLA Objective set forth in this Service Level Agreement) exceed one hundred percent (100%) of the MRC for the affected Access Services.

4. Specific Exclusions. SLA Objectives do not include periods of service outages or other service level deficits, in whole or in part, due to any of the following causes and/or exclusions:

- Customer fails to report the issue or request a trouble ticket.
- Service interruptions or delays arising out of or in connection with, but not limited to, the following: (a) any act or omission on the part of Customer or a third party; (b) interruption occurring because Customer elects not to release the Service for testing and repair by Granite but continues to use it on an impaired basis; (c) failing to provide Access to Customer premises as reasonably requested by Granite or its agents to enable Granite to comply with its obligation, including having a Customer representative present to assist in performing diagnostic testing and to resolve problems should they exist; (d) the failure of a service or equipment that is not part of Access Services; (e) any inside wiring; and/or (f) CPE, router or firewall configuration changes made by Customer or made in response to security threats, breaches or attacks.
- Granite or Customer's scheduled outages, network maintenance or emergency maintenance.
- Any force majeure event beyond the reasonable control of Granite including, but not limited to cable cuts.
- Any failure, issue or delay associated, in whole or in part, with Off-Net Services, including but not limited to, local Access and cross-connects.
- Any failure, issue or delay associated, in whole or in part, with Customer's or a third party's software, equipment, applications, facilities and/or internal network.
- Any event or occurrence that results in "no trouble found" by Granite.
- Access Services that have not been accepted by Customer or issues that occur within the first thirty (30) days of the Activation Date of a specific Access Services.
- Access Services that do not directly interface a port on Granite's or its Provider's network(s) via physical or logical connection.
- During emergency network conditions where dynamic rerouting is required.
- Only apply to circuits originating and terminating in the contiguous United States.

5. Miscellaneous. Granite, in its sole discretion, may change, modify, revise, amend and/or restate this SLA and/or any SLA Objective from time to time without notice. Such changes or revisions shall be deemed effective upon posting of an updated Access Services (On-Net Services) SLA to the Granite website at www.granitenet.com. Capitalized terms not defined herein shall have the meaning set forth in the General Terms of Service or the applicable Additional Terms of Service.

Dated and effective as of August 17, 2015

{999997-008/00009169-3}



**ACCESS SERVICES (OFF-NET SERVICES)
SERVICE LEVEL AGREEMENT**

Access Services (Off-Net Services) will be measured based on Service Level Agreement Objectives (“SLA Objectives”) set forth in Section 1. SLA Objectives are based upon intended/target performance levels/criteria of Provider(s).

1. SLA Objectives. SLA Objectives are as follows:

Table 1

	DIA DS1/DS3	Ethernet over Fiber (EOF)	Ethernet over Copper (EOC)	MPLS	Asym EoC
Network Availability	99.90%	99.90%	99.50%	99.90%	99.50%
MTTR	8 hours	8 hours	8 hours	8 hours	8 hours
CPE MTTR	2 business days	2 business days	2 business days	2 business days	2 business days
Install Interval	45 business days	120 business days	90 business days	120 business days	90 business days

SLA Objectives are effective as of the first (1st) day of the second (2nd) month after the Activation Date of each specific Access Services circuit. *All SLA Objectives will be measured on a carrier by carrier basis using each Provider’s definitions and criteria for each of the factors involved in calculating such service level agreements including, but not limited to, trouble resolution, service outage time, excluded outage time and outage count.* SLA Objectives apply only to the Access Services segment between the points where traffic enters Provider’s core switching equipment and the point where it leaves Provider’s core switching equipment.

In no event shall any failure to meet any SLA Objectives constitute, or be deemed to constitute, a breach by Granite of the Agreement with Customer.

SLA Objectives do not apply to VoIP Services, see separate VoIP Services Service Level Agreement.

2. Descriptions and Definitions.

Network Availability

“Network Availability” will be an average of actual minutes of availability of all Customer IP logical connections as a percentage of the total IP logical connection available minutes as measured over a calendar month and shall be calculated as follows:

$$\text{Network Availability} = ((\text{Calendar Month Minutes} - \text{Excluded Outage Time Minutes} - \text{Outage Time Minutes}) / (\text{Calendar Month Minutes} - \text{Excluded Outage Time Minutes})) \times 100$$

The measurement period for Network Availability commences upon receipt of Customer’s report of a service outage and creation of a trouble ticket by Granite.

Mean Time to Repair

“MTTR” = (Service Outage Time Hours - Excluded Outage Time Hours)/Outage Count, provided that Service Outage Time, Excluded Outage Time and Outage Count are measured over a single calendar month.

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ACCESS SERVICES (OFF-NET SERVICES) SERVICE LEVEL AGREEMENT

CPE MTTR

Replacement equipment provided by Granite will be shipped for second (2nd) business day delivery for Customer self-installation so long as (a) the trouble is isolated to the Granite provided and managed equipment and (b) the root cause of the failure is determined by Granite by 1pm EST.

Install Interval

“Install Interval” is defined as the number of business days beginning on the date when Customer has provided Granite with (a) signed Service Order Documents for Access Services and such Service Order Documents are a “clean order” (meaning Customer has provided Granite with all information necessary to place the order), acceptable in all respects to Granite and (b) Granite and/or Provider(s) have accepted the service order, and ending on the Activation Date of such specific circuit. Install Intervals apply to each specific circuit individually. Install Intervals exclude any service location where facilities are determined to be unavailable or impaired by the underlying local access provider or where construction or permitting is required.

Chronic Outages

If any service location circuit experiences a “Chronic Outage” (meaning within any given calendar month, a specific affected Access Services experiences three (3) or more outages in violation with an SLA Objective), Customer may request an escalation of repair in accordance with Granite’s escalation procedures and, upon receipt, Granite will have ten (10) business days to evaluate and prescribe resolution, including a timeline to complete the prescribed repairs. If Granite fails to perform the escalation or to resolve the Chronic Outage within the timeline prescribed, Customer may cancel that particular service location circuit without early termination fees. Service cancellations/terminations without early termination fees are not available with respect to incidents involving specific exclusions (as set forth in Section 4).

Escalation Procedures

In the event that more expedited resolution of service-affecting issues becomes critical or Granite exceeds the MTTR, Granite will implement its established escalation procedures.

3. Service Credits. If Granite does not meet its SLA Objectives, Customer may receive a service credit for the Access Services impairment, proportional to SLA Objectives’ non-conformance, up to the percentage identified in Table 2.

Table 2 – Service Credit Percentages

The maximum service credit available in any given month is as follows:

<u>SLA Objective</u>	<u>Maximum Service Credit</u>
Network Availability	15% of MRC
MTTR	5% of MRC
CPE MTTR	10% of MRC
Install Interval	10% of MRC

Customer’s sole and exclusive remedy, and Granite’s sole and exclusive liability and responsibility, for any failure to meet any SLA Objectives is as stated in this Section 3 and is limited to the applicable service credits, if any.

Determination of Service Credits

Service credits hereunder are calculated as a percentage of the then current MRC with respect to the specific Access {999997-008/00009168-3}



ACCESS SERVICES (OFF-NET SERVICES) SERVICE LEVEL AGREEMENT

Services for which the service credit is requested, and may not be applied to usage charges, government fees, taxes, surcharges or any third party charges passed through to Customer by Granite. Customer may not receive more than one (1) service credit per month for any SLA Objective's non-conformance involving a specific Access Services. Multiple instances of non-conformance affecting one (1) service location circuit during a particular month will not be eligible for multiple service credits, however, if approved they will be applied toward the accumulated monthly statistics. Service credits will not be available for any Access Services terminated by Customer for cause pursuant to the terms of the Agreement. Service credits may not be carried over into subsequent months and apply only to the month in which they are issued, regardless of balance owed.

If an incident affects the performance of Access Services and results in a period or periods of interruption, disruption, failure or degradation in Access Services, entitling Customer to one (1) or more service credits under multiple SLA Objectives, only the single highest credit with respect to that incident will be applied, and Customer shall not be entitled to service credits under multiple SLA Objectives for the same incident.

Eligibility for Service Credits

To be eligible for a service credit, Customer must: (a) open a valid trouble ticket documenting the problem and the SLA Objective's non-conformance; and (b) timely request the applicable service credit by (i) emailing dataservicesrepair@granitenet.com with "Access - Service Credit Request" in the subject header or (ii) contacting Customer's Granite premier representative, within thirty (30) days after the trouble ticket is closed by Granite. Each service credit request must reference the applicable trouble ticket number(s) and circuit identifier(s) for the circuit elements associated with the non-conforming event. Service credit requests will not be accepted for open trouble tickets.

Granite, without notice and at its sole and absolute discretion, may limit or eliminate Customer's eligibility to receive service credits if (a) Customer account is not current and in good standing; (b) Customer was in default of any payment or other terms at the time of the incident generating the service credit claim or prior to Granite issuing the service credit; (c) Customer has submitted an excessive number of rejected service credit claims or attempted to use the service credit process in a frivolous or fraudulent manner; and/or (d) Customer is in violation of Granite's Acceptable Use Policy or Moderation of Use Policy covering the affected Access Services.

Service credits will be determined based upon if the actual monthly average of such parameter exceeds the SLA Objective, except for Network Availability which will be calculated on a cumulative basis in a given month. Service credit requests will be reviewed and evaluated by Granite in relation to the relevant accumulated statistics in the month during which an SLA Objective's non-conforming event is alleged to have occurred. Granite's determination as to whether a SLA Objective has or has not been met shall be final. Service credit requests encompassing multiple months will be prorated in accordance with the statistical accumulations for the month in which the non-conformance occurred. Granite shall have thirty (30) business days to respond from the end of the month in which the service credit request is submitted. Service credit requests approved by Granite will be credited to Customer's account on the next billing cycle that begins after the service credit approval.

Cumulative service credits in any one (1) month must exceed \$25.00 to be processed. In no event shall Granite's total liability for any and all interruptions, disruptions, failures, and/or degradations in Access Services (including, without limitation, any failure to meet any SLA Objective set forth in this Service Level Agreement), exceed the lesser of (a) the service credit amounts Granite's receives from its Provider(s), if any, or (b) one hundred percent (100%) of the MRC for the affected Access Services.

- 4. Specific Exclusions.** SLA Objectives do not include periods of service outages or other service level deficits, in whole or in part, due to any of the following causes and/or exclusions:
- Customer fails to report the issue or request a trouble ticket.
 - Service interruptions or delays arising out of or in connection with, but not limited to, the following:

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ACCESS SERVICES (OFF-NET SERVICES) SERVICE LEVEL AGREEMENT

- (a) any act or omission on the part of Customer or a third party; (b) interruption occurring because Customer elects not to release the Service for testing and repair by Granite but continues to use it on an impaired basis; (c) failing to provide access to Customer premises as reasonably requested by Granite, its Providers or their agents to enable Granite to comply with its obligation, including having a Customer representative present to assist in performing diagnostic testing and to resolve problems should they exist; (d) the failure of a service or equipment that is not part of Access Services; (e) any inside wiring; and/or (f) CPE, router or firewall configuration changes made by Customer or made in response to security threats, breaches or attacks.
- Granite or Customer's scheduled outages, network maintenance or emergency maintenance.
 - Any force majeure event beyond the reasonable control of Granite including, but not limited to, cable cuts.
 - Any failure, issue or delay associated in whole or in part with Customer's provided connection to the Granite's network and/or Provider's networks including, but not limited to, local access and cross-connect.
 - Any failure, issue or delay associated, in whole or in part, with Customer's or third party's software, equipment, applications, facilities and/or internal network.
 - Any event or occurrence that results in "no trouble found" by Granite.
 - Access Services that have not been accepted by Customer or issues that occur within the first thirty (30) days of the Activation Date of a specific Access Service.
 - Access Services that do not directly interface a port on Granite's or its Provider's network via physical or logical connection.
 - During emergency network conditions where dynamic rerouting is required.
 - Only apply to circuits originating and terminating in the contiguous United States.

5. **Miscellaneous.** Granite, in its sole discretion, may change, modify, revise, amend and/or restate this SLA and/or any SLA Objective from time to time without notice. Such changes or revisions shall be deemed effective upon posting of an updated Access Services (Off-Net Services) SLA to the Granite website at www.granitenet.com. Capitalized terms not defined herein shall have the meaning set forth in the General Terms of Service or the applicable Additional Terms of Service.

Dated and effective as of August 17, 2015.

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VoIP SERVICES SERVICE LEVEL AGREEMENT

VoIP Services, including SIP Trunking, Hosted PBX, SIP primary rate interface services, Hosted Voice, Virtual Auto Attendant, Virtual Voicemail and other Voice over Internet Protocol (VoIP) services will be measured based on Service Level Agreement Objectives (“SLA Objectives”) as set forth in Section 1. SLA Objectives are based upon intended/target performance levels/criteria of Granite’s Core Network.

1. SLA Objectives. SLA Objectives are as follows:

On-Net Services Performance

General Standard. Granite will use commercially reasonable efforts to maintain its overall VoIP Services quality. The quality of VoIP Services shall be consistent with industry standards and sound business practices.

Specific Interruptions in VoIP Services. If there are Interruptions in VoIP Services, which are not due to specific exclusions as set forth in Section 4, then Customer may be eligible to receive a service credit for the portion of the specific VoIP Services that the Interruption affects. A service credit will be made when an interruption occurs because of a failure of any On-Net Services or other components furnished by Granite.

“Interruption” means a Level 1 Event or a Level 2 Event.

“Level 1 Event” means a critical problem that relates to the fundamental functionality of the affected VoIP Services and precludes use of such specific VoIP Services resulting in an out of service condition for the affected VoIP Service (e.g. hosted seat, DID or call path) including, but not limited to, loss of dial tone, inability to connect calls (incoming or outgoing) or total network out of service conditions. Granite will respond to a Level 1 Event within four (4) hours of Customer initiating a trouble ticket with Granite.

“Level 2 Event” means a significant problem that relates to the functionality of the affected VoIP Services, but does not preclude productive use of the affected VoIP Services. Granite shall respond within eight (8) hours of Customer initial a trouble ticket with Granite.

There are no service credits available for On-Net Services performance other than a Level 1 Event or a Level 2 Event.

SLA Objectives apply only to On-Net Services. SLA Objectives are effective as of the first (1st) day of the second (2nd) month after the Activation Date of such specific VoIP Services.

On-Net Services - Repair/Installation

VoIP Services	
CPE MTTR	2 business days
Install Interval	90 business days

Off-Net Services. Notwithstanding anything to the contrary contained herein or in any other document, including, but not limited to, the General Terms of Service or the VoIP Terms of Service, SLA Objectives and service credits, if any, shall not apply to all or any portion of Off-Net Services used to provide the VoIP Services. In the event of any failure of network availability of such Off-Net Services or failure to meet any other service level agreements of such Off-Net Service provided by Granite and/or its Provider(s) to Customer, Granite agrees to pass through a service credit equal to the service credit received by Granite from such Provider(s), if any. Customer’s sole and exclusive remedy, and Granite’s sole and exclusive liability and responsibility, for any failure of network availability of such Off-Net



VoIP SERVICES SERVICE LEVEL AGREEMENT

Services or failure to meet any other service level agreements of such Off-Net Services is as stated in the preceding sentence. *All Off-Net Services service level agreements will be measured on a Provider by Provider basis using each Provider's definitions and criteria for each of the factors involved in calculating such service level agreement, including but not limited to, trouble resolution, service outage time, excluded outage time and outage count.* Service credits, if any, for Off-Net Services shall not exceed the service credit amounts Granite receives from its Provider(s).

Applicability.

In no event shall any failure to meet any SLA Objectives or Off-Net Services service level agreements constitute, or be deemed to constitute, a breach by Granite of the Agreement with a Customer.

2. Descriptions and Definitions.

CPE MTTR

Replacement equipment provided by Granite will be shipped for second (2nd) business day delivery for Customer self-installation so long as (a) the trouble is isolated to the Granite provided and managed equipment, and (b) the root cause of the failure is determined by Granite by 1pm EST.

Install Interval

"Install Interval" is defined as the number of business days beginning on the date when Customer has provided Granite with (a) signed Service Order Documents for VoIP Services and such Service Order Documents are a "clean order" (meaning Customer has provided Granite with all information necessary to place the order), acceptable in all respects to Granite and (b) Granite and/or Provider(s) have accepted the service order, and ending on the Activation Date of the specific VoIP Services. Install Intervals apply to specific VoIP Services individually. Install Intervals exclude any service location where facilities are determined to be unavailable or impaired by the underlying local access provider.

Chronic Outages

If any service location circuit experiences a "Chronic Outages" (meaning within any given calendar month, a specific affected VoIP Service experiences three (3) or more outages in violation with an SLA Objective), Customer may request an escalation of repair in accordance with Granite's escalation procedures and, upon receipt, Granite will have ten (10) business days to evaluate and prescribe resolution, including a timeline to complete the prescribed repairs. If Granite fails to perform the escalation or to resolve the Chronic Outage within the timeline prescribed, Customer may cancel that particular service location circuit without early termination fees. Service cancellations/terminations without early termination fees are not available with respect to incidents involving specific exclusions (as set forth in Section 4).

Escalation Procedures

In the event that more expedited resolution of service-affecting issues becomes critical or Granite exceeds the MTTR, Granite will implement its established escalation procedures.

3. Service Credits. If Granite does not meet its SLA Objectives, Customer may receive a service credit for the VoIP Services impairment, proportional to Interruption affecting such specific VoIP Services.

Customer's sole and exclusive remedy, and Granite's sole and exclusive liability and responsibility, for any failure to meet any SLA Objectives is as stated in this Section 3 and is limited to the applicable service credits, if any.

The measurement period for a service credit begins when Customer reports VoIP Services interruption through the opening of a trouble ticket and makes such specific affected VoIP Services available for testing and repair. The measurement period for a service credit ends when Interruption is resolved.



VoIP SERVICES SERVICE LEVEL AGREEMENT

Determination of Service Credits

In the event that the Level 1 Event continues longer than eight (8) hours and up to 24 hours, Granite shall issue a credit equal to 1/30th of the monthly recurring charges for such specific affected VoIP Services and an additional credit of 1/30th (or pro rata portion thereof based on one (1) hour increments) of the monthly recurring charge for such specific affected VoIP Services for each additional 24 hours (or portion thereof) out of service period.

In the event that the Level 2 Event continues longer than eight (8) hours and up to 24 hours, Granite shall issue a credit equal to 1/60th of the monthly recurring charges for such specific affected VoIP Services and an additional credit of 1/60th (or pro rata portion thereof based on one (1) hour increments) of the monthly recurring charge for such specific affected VoIP Services for each additional 24 hours (or portion thereof) out of service period.

The maximum service credit, if applicable, available in any given month for Repair/Installation SLA Objectives are as follows:

<u>SLA Objective</u>	<u>Maximum Service Credit</u>
CPE MTTR	10% of MRC
Install Interval	10% of MRC

Service credits hereunder are calculated as a percentage of the then current MRC with respect to the specific VoIP Services for which the service credit is requested, and may not be applied to usage charges, government fees, taxes, surcharges or any third party charges passed through to Customer by Granite. Customer may not receive more than one (1) service credit per month for any Interruption involving a specific VoIP Services' element. Multiple instances of non-conformance affecting the same specific VoIP Services during a particular month will not be eligible for multiple service credits, however, if approved they will be applied toward the accumulated monthly statistics. Service credits will not be available for any VoIP Services terminated by Customer for cause pursuant to the terms of the Agreement. Service credits may not be carried over into subsequent months and apply only to the month in which they are issued, regardless of balance owed.

If an incident affects the performance of VoIP Services and results in a period or periods of interruption, disruption, failure or degradation in VoIP Services, entitling Customer to one (1) or more credits under multiple SLA Objectives, only the single highest credit with respect to that incident will be applied, and Customer shall not be entitled to service credits under multiple SLA Objectives for the same incident.

For purposes of calculating service credits, each month is considered to have 30 days.

Eligibility for Service Credits

To be eligible for a service credit, Customer must: (a) open a valid trouble ticket documenting the problem and the SLA Objective's non-conformance; and (b) timely request the applicable service credit by (i) emailing dataservicesrepair@granitenet.com with "VoIP - Service Credit Request" in the subject header or (ii) contacting Customer's Granite premier representative, within thirty (30) days after the trouble ticket is closed by Granite. Each service credit request must reference the applicable trouble ticket number(s) and circuit identifier(s) for the circuit elements associated with the non-conforming event. Service credit requests will not be accepted for open trouble tickets.

Granite, without notice and at its sole and absolute discretion, may limit or eliminate Customer's eligibility to receive service credits if (a) Customer account is not current and in good standing; (b) Customer was in default of any payment or other terms at the time of the incident generating the service credit claim or prior to Granite issuing the service



VoIP SERVICES SERVICE LEVEL AGREEMENT

credit; (c) Customer has submitted an excessive number of rejected service credit claims or attempted to use the service credit process in a frivolous or fraudulent manner; and/or (d) Customer is in violation of Granite's Acceptable Use Policy or Moderation of Use Policy covering the affected VoIP Services.

Service credits will be determined based upon if the actual monthly average of such parameter exceeds the SLA Objective, except for Network Availability which will be calculated on a cumulative basis in a given month. Service credit requests will be reviewed and evaluated by Granite in relation to the relevant accumulated statistics in the month during which an SLA Objective's non-conforming event is alleged to have occurred. Granite's determination as to whether a SLA Objective has or has not been met shall be final. Service credit requests encompassing multiple months will be prorated in accordance with the statistical accumulations for the month in which the non-conformance occurred. Granite shall have thirty (30) business days to respond from the end of the month in which the service credit request is submitted. Service credit requests approved by Granite will be credited to Customer's account on the next billing cycle that begins after the service credit approval.

Cumulative service credits in any one (1) month must exceed \$25.00 to be processed. In no event shall Granite's total liability for any and all interruptions, disruptions, failures, and/or degradations in VoIP Services (including, without limitation, any failure to meet any SLA Objective set forth in this Service Level Agreement) exceed one hundred percent (100%) of the MRC for the affected VoIP Services.

4. Specific Exclusions. SLA Objectives do not include periods of service outages or other service level deficits, in whole or in part, due to any of the following causes and/or exclusions:

- Customer fails to report the issue or request a trouble ticket.
- Service interruptions or delays arising out of or in connection with, but not limited to, the following:
 - (a) any act or omission on the part of Customer or a third party;
 - (b) interruption occurring because Customer elects not to release the Service for testing and repair by Granite but continues to use it on an impaired basis;
 - (c) failing to provide access to Customer premises as reasonably requested by Granite or its agents to enable Granite to comply with its obligation, including having a Customer representative present to assist in performing diagnostic testing and to resolve problems should they exist;
 - (d) the failure of a service or equipment that is not part of VoIP Services;
 - (e) any inside wiring; and/or
 - (f) CPE, router or firewall configuration changes made by Customer or made in response to security threats, breaches or attacks.
- Granite or Customer's scheduled outages, network maintenance or emergency maintenance.
- Any force majeure event beyond the reasonable control of Granite including, but not limited to cable cuts.
- Any failure, issue or delay associated, in whole or in part, with Off-Net Services, including but not limited to, local access and cross-connects.
- Any failure, issue or delay associated, in whole or in part, with Customer's or third party's software, equipment, applications, facilities and/or internal network.
- Any event or occurrence that results in "no trouble found" by Granite.
- VoIP Services that have not been accepted by Customer or issues that occur within the first thirty (30) days of the Activation Date of the specific VoIP Services.
- VoIP Services that do not directly interface a port on Granite's or its Provider's network via physical or logical connection.
- During emergency network conditions where dynamic rerouting is required.
- Only apply to circuits originating and terminating in the contiguous United States.

5. Miscellaneous. Granite, in its sole discretion, may change, modify, revise, amend and/or restate this SLA and/or any SLA Objective from time to time without notice. Such changes or revisions shall be deemed effective upon posting of an updated VoIP Services (On-Net Services) SLA to the Granite website at www.granitenet.com. Capitalized terms not defined herein shall have the meaning set forth in the General Terms of Service or the applicable



**VoIP SERVICES
SERVICE LEVEL AGREEMENT**

Additional Terms of Service.

Dated and effective as of May 6, 2016.

NOC Managed Services SLAs

Granite Managed Services are delivered with the expectation that the following service levels will be adhered to:

- In the event of managed equipment loses connectivity for **fifteen(15)** + minutes or another monitored scenario occurs, a Granite ticket will be generated.
- When the above noted scenario generates a ticket, the customer will be advised.
 - o The alert will be by e-mail by default, but can also include a phone call if requested
- The Granite NOC (Network Operations Center) will then diagnose and begin necessary work on the ticket to restore service within **one(1)** hour of ticket opening/alerting.
 - o Depending on the nature of the issue and necessary steps to resolve, the corresponding repairs might require access carrier involvement or customer troubleshooting.
 - o In such situations, resolution time will be affected by access carrier SLAs and response time or site availability to complete the necessary troubleshooting

Any non-monitored break-fix situations that the customer requests a ticket be opened on will be delivered with the following expected service levels:

- Customer service/Premiers will respond based on their respective response metrics and a ticket will be generated and sent to the NOC
- All e-mail correspondence should be replied to by the NOC monitoring staff within **one(1)** hour of receipt and any new tickets will be assigned out within this same window
- The assigned technician will diagnose and begin the necessary steps for resolution/addressing issues within **one(1)** hour

Notes to include:

- Inside Wiring/Granite technician dispatches require prior approval in writing along with a priority rate selection (P3-PD).
 - o This approval can be kept on file with written request; otherwise it must be individually supplied for each situation.
- In the event that equipment is deemed defective by a NOC technician/engineer, a replacement will be shipped as soon as possible. The cut-off for expedited next day delivery is 4:00 PM EST.

Service/Metric	Response Level
New Ticket Assignment	1 Hour
Incoming E-mails	1 Hour
Managed Down alerts	15 minutes
Post-resolution monitoring (upon request)	24 Hours (can be extended if needed)
MTTR (Down conditions)**	8 Hours
MTTR CPE Replacement**	2 Business Days
MTTR (Intermittent/Affecting Service)**	24-48 Hours

***All MTTRs do not include potential delays caused by technician unavailability/LEC involvement or customer response/requested delays*



BROADBAND SERVICES SERVICE LEVEL AGREEMENT

Broadband Services will be measured on the basis of the Service Level Agreement Objectives (“SLA Objectives”) set forth in Section 1. SLA Objectives for Broadband Services are based upon intended/target performance levels/criteria of Provider(s).

1. SLA Objectives. SLA Objectives are as follows:

	<u>Cable</u>	<u>ADSL</u>
Network Availability	99.50%	99.50%
CPE MTTR	2 nd business day	2 nd business day
MTTR	48 hours	48 hours
Install Interval	30 business days	21 business days

All SLA Objectives are effective as of the first (1st) day of the second (2nd) month after the Activation Date of each specific Broadband Service. *All SLA Objectives will be measured on a carrier by carrier basis using each Provider’s definitions and criteria for each of the factors involved in calculating such service level agreements including, but not limited to, trouble resolution, service outage time, excluded outage time and outage count.* SLA Objectives apply only to the Broadband Services segment between the points where traffic enters Provider’s core switching equipment and the point where it leaves Provider’s core switching equipment.

In no event shall any failure to meet any SLA Objectives constitute, or be deemed to constitute, a breach by Granite of the Agreement with Customer.

SLA Objectives do not apply to VoIP Services, see separate VoIP Services Service Level Agreement.

2. Descriptions and Definitions.

Network Availability

“Network Availability” will be an average of actual minutes of availability of all Customer IP logical connections as a percentage of the total IP logical connection available minutes as measured over a calendar month and shall be calculated as follows:

$$\text{Network Availability} = ((\text{Calendar Month Minutes} - \text{Excluded Outage Time Minutes} - \text{Outage Time Minutes}) / (\text{Calendar Month Minutes} - \text{Excluded Outage Time Minutes})) \times 100$$

The measurement period for Network Availability commences upon receipt of Customer’s report of a service outage and creation of a trouble ticket by Granite.

Mean Time to Repair

“MTTR” = (Service Outage Time Hours - Excluded Outage Time Hours)/Outage Count, provided, that Service Outage Time, Excluded Outage Time and Outage Count are measured over a single calendar month.

CPE MTTR

Replacement equipment provided by Granite will be shipped for second (2nd) business day delivery for Customer self-installation so long as (a) the trouble is isolated to the Granite provided and managed equipment, and (b) the root cause of the failure is determined by Granite by 1pm EST.

Install Interval

“Install Interval” is defined as the number of business days beginning on the date when Customer has provided Granite with (a) signed Service Order Documents for Broadband Services and such Service Order Documents are a “clean order” (meaning Customer has provided Granite with all information necessary to place the order), acceptable in all respects to Granite and (b) Granite and/or Provider(s) have accepted the service order, and ending {999997-008/00009171-3}



BROADBAND SERVICES SERVICE LEVEL AGREEMENT

on the Activation Date of such specific circuit. Install Intervals apply to each specific Broadband Service individually. Install Intervals exclude any service location (i) where facilities are determined to be unavailable or impaired by Provider or (ii) where construction or permitting is required or weather related issues delay installation.

Escalation Procedures

In the event that more expedited resolution of service-affecting issues becomes critical or Granite exceeds the MTTR, Granite will implement its established escalation procedures.

3. Specific Exclusions.

(a) SLA Objectives do not include periods of service outages or other service level deficits, in whole or in part, due to any of the following causes and/or exclusions:

- Customer fails to report the issue or request a trouble ticket.
- Service interruptions or delays arising out of or in connection with (but not limited to) the following: (i) any act or omission on the part of Customer or a third party; (ii) interruption occurring because Customer elects not to release the Service for testing and repair by Granite but continues to use it on an impaired basis; (iii) failing to provide access to Customer premises as reasonably requested by Granite, its Providers or their agents to enable Granite to comply with its obligation, including having a Customer representative present to assist in performing diagnostic testing and to resolve problems should they exist; (iv) the failure of a service or equipment that is not part of Broadband Services; (v) any inside wiring, and/or (vi) CPE, router or firewall configuration changes made by Customer or made in response to security threats, breaches or attacks.
- Granite or Customer's scheduled outages, network maintenance or emergency maintenance.
- Any force majeure event beyond the reasonable control of Granite including, but not limited to, cable cuts.
- Any failure, issue or delay associated, in whole or in part, with Customer's provided connection to Provider's network, including but not limited to local access and cross-connect.
- Any failure, issue or delay associated, in whole or in part, with Customer's or any third party's software, equipment, applications, facilities and/or internal network.
- Any event or occurrence that results in "no trouble found" by Granite.
- Broadband Services that have not been accepted by Customer or issues that occur within the first thirty (30) days of the Activation Date of a specific Broadband Service.
- Broadband Services that do not directly interface a port on Provider's network via physical or logical connection.
- During emergency network conditions where dynamic rerouting is required.
- Only apply to circuits originating and terminating in the contiguous United States.

(b) Broadband Services are a "best effort" service therefore Granite and Providers cannot guarantee speeds, network availability or other service levels in most cases. "Best effort" delivery describes a network service in which the network does not provide any guarantees that data is delivered or that an end user is given a guaranteed quality of service level or a certain priority. In a "best effort" network all end users obtain best effort service, meaning that they obtain unspecified variable bit rate and delivery time, depending on the current traffic load.

4. Miscellaneous. Granite, in its sole discretion, may change, modify, revise, amend and/or restate this SLA and/or any SLA Objective from time to time without notice. Such changes or revisions shall be deemed effective upon posting of an updated Broadband Services SLA to the Granite website at www.granitenet.com. Capitalized terms not defined herein shall have the meaning set forth in the General Terms of Service or the applicable Additional Terms of Service.

Dated and effective as of August 17, 2015.

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Granite Telecommunications Service Level Standards for Voice Services



MACs (Moves, Adds, Changes)	Timeframe For E-Bonded LECs (i.e. Verizon, Qwest, ATT (SBC & BellSouth), CenturyLink)	Timeframe for ITOCs(i.e. Windstream (Valor & AllTel), CenturyTel, Frontier, Citizens, Cincinnati Bell, FairPoint, Hawaii Tel)
POTS		
New BTN/Additional Lines		
1-5 lines:	4-8 business days	10-15 business days
6-19 lines:	10-12 business days *Pending facilities*	10-20 business days
20+ lines:	Negotiable DD	Negotiable DD
Changes		
Add/delete features:	3-5 business days	5-7 business days
PIC/LPIC changes:	2-3 business days	5-7 business days
Disconnects:	2-3 business days	5-7 business days
Disconnects with RCFs:	3-5 business days	10-15 business days
DL changes:	3-5 business days	5-7 business days
BTN Changes	3-5 business days	7-10 business days
Hunting changes, 1-19 lines:	5-7 business days	7-10 business days
Hunting changes, 20+ lines:	Negotiable DD	Negotiable DD
Moves		
1-5 lines:	7-10 business days	10-15 business days
6-19 lines:	10-12 business days *Pending facilities*	10-20 business days
20+ lines:	Negotiable DD	Negotiable DD
Other Voice Services (i.e. centrex, trunks, isdn, etc.)		
New BTN/Additional Lines		
1-5 lines:	10-12 business days	12-15 business days
6-19 lines:	12-15 business days *Pending facilities*	15-20 business days
20+ Lines:	Negotiable DD	Negotiable DD
Changes		
Add/delete features:	7-10 business days	10-15 business days
PIC/LPIC changes:	7-10 business days	10-15 business days
Disconnects:	7-10 business days	10-15 business days
Disconnects with RCFs:	7-10 business days	10-15 business days
DL changes:	7-10 business days	10-15 business days
Hunting changes, 1-19 lines:	7-10 business days	10-15 business days
Hunting changes, 20+ lines:	Negotiable DD	Negotiable DD
Moves		
1-5 lines:	10-12 business days	12-15 business days
6-19 lines:	12-15 business days *Pending facilities*	15-20 business days
20+ lines:	Negotiable DD	Negotiable DD

*Key: BS (Bell South), BTN (billing telephone number), DD (due date), PIC/LPIC (interstate and intrastate long distance provider code), POTS (plain old telephone service), RCFs (remote call forwards), VZ (Verizon). ** Only Verizon East performs Facility Checks.