Region 4 Education Service Center (ESC)

Contract # R241103

for

Telecommunications – Wireline, Wireless, IoT, Unified Communications & Data Communications

with

Granite Telecommunications, LLC

Effective: May 1, 2025

The following documents comprise the executed contract between the Region 4 Education Service Center and Granite Telecommunications, effective May 1, 2025:

I. Vendor Contract and Signature Form
II. Supplier’s Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

*This Contract ("**Contract**") is made as of April 22, 2025 by and between Granite Telecommunications, LLC ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Telecommunications – Wired, Wireless, IoT, Unified Communications & Data Communications ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 24-11 for *Wired, Wireless, IoT, Unified Communications & Data Communications* ("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 initial 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 in its sole discretion to renew the Contract for additional terms up to **two (2) years** after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

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 consist of this Contract, any Purchase Order (or other similar document agreed to in writing by Region 4), Region 4's Standard Terms and Conditions for Procurement Solicitations, the RFP and any Addenda, Region 4's Electronic Bid Certifications, the Offeror's Best and Final Offer(s), as accepted by Region 4, and the Offeror's Proposal, as accepted by Region 4, each instrument incorporated herein by reference.

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:

   i. This Contract,
   ii. Any Purchase Order (or other such similar document agreed to in writing by Region 4),
   iii. Region 4's Standard Terms and Conditions for Procurement Solicitations,
   iv. RFP and any Addenda,
   v. Region 4's Electronic Bid Certifications,
   vi. Offeror's Best and Final Offer, as accepted by Region 4, and
   vii. Offeror's proposal, as accepted by Region 4.

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. Conditions of cancellation are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “NON-PERFORMANCE /TERMINATION OF CONTRACT”.

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. Conditions of Force Majeure are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “FORCE MAJEURE”.

e) Standard Cancellation for Convenience. Region 4 ESC may cancel this Contract in whole or in part for convenience and without cause by providing written notice. Such cancellation will take effect 30 calendar days after Region 4 sends the notice of cancellation. After the 30th calendar day all work will cease following completion of final purchase order, provided that when Region 4 may in its sole discretion direct Contractor to cease performance of the contract at any time during the 30 day notice period, in which case Contractor shall discontinue any further charges to Region 4.

12) Licenses. Maintenance of licenses are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “LICENSES AND PERMITS; PERFORMANCE”.

13) Survival Clause. Conditions of survival are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “SURVIVAL”.

14) Delivery. Conforming products 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 by Region 4 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. Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval.. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC. 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. Audit rights are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "RIGHT TO AUDIT".

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. Longer warranty periods and other specifications may be required if indicated herein or through supplemental terms by Region 4.

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. This requirement is in addition to other provisions contained in this RFP related to criminal history information.

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.

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. Should the original or addended proposal solicitation identify insurance is required to perform a work, 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.

OFFER AND CONTRACT SIGNATURE FORM

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 on the Deviation Form submitted with the request for proposal.

Company Name	Granite Telecommunications, LLC.
Address	1 Heritage Dr.
City/State/Zip	Quincy / MA / 02171
Telephone No.	866-847-1500
Email Address	GovtProposals@Granitenet.com
Printed Name	Ryan Goldrick
Title	AVP, Contracts and Compliance
Authorized signature	

Accepted by Region 4 ESC:

Contract No. R241103

Initial Contract Term 5/1/2025 to 4/30/2028

Region 4 ESC Authorized Board Member — Date: 4/22/2025

Linda Tinnerman
Print Name

Region 4 ESC Authorized Board Member — Date: 4/22/2025

Victor E. White
Print Name

Granite

DEVIATION FORM

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/Line	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A - 29	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.	Regarding the right to terminate the Contract for convenience, Granite is a registered reseller of telecommunication services and enters into agreements with underlying carriers for the provision of those services. In the event of an early termination, Granite shall waive all early termination fees it typically would assess, but respectfully reserves the right to pass through the direct and verifiable, unmarked-up cancellation fees assessed by the underlying carrier, not as a penalty but simply as a recovery of direct costs of termination. Granite shall use its best efforts to negotiate	BST

Appendix A 18	Audit Rights. Audit rights are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "RIGHT TO AUDIT".	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	RJT
III. Instructions to offerors	Open Records Policy: Proposals submitted in response to this RFP become a matter of public record subject to release after Contracts are executed. If an Offeror believes its response, or parts of its response, may be exempt from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Any unmarked information will be considered public information and released, if requested under the Public Information Act. Price is not confidential and will not be withheld unless Region 4 determines that withholding same is necessary to protect Region 4's competitive bidding processes.	This proposal contains proprietary information, trade secrets, and other information that should not be released publicly. Granite reserves the right to redact to this information prior to public release.	RJT

24-11 Addendum 2
Granite Telecommunications
Granite Telecommunications
Supplier Response

Event Information

Number:	24-11 Addendum 2
Title:	Telecommunication-Wireline, Wireless, IoT, Unified Communications & Data Communications
Type:	Request for Proposal - Region 4 ESC
Issue Date:	11/22/2024
Deadline:	1/16/2025 02:00 PM (CT)
Notes:	Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Thursday, December 5, 2024 at 10:00 am
via ZOOM at https://esc4.zoom.us/j/95832181406

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement Contract Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092
Email: questions@esc4.net

Granite Telecommunications Information

Contact: Dianne Currie
Address: 100 Newport Avenue Extension
Quincy
Quincy, MA 02171
Phone: (617) 328-0312
Email: dcurrie@granitenet.com
Web Address: http://www.granitenet.com/

By submitting your response, you certify that you are authorized to represent and bind your company.

Ryan Goldrick
Signature

Govtproposals@Granitenet.com
Email

Submitted at 1/16/2025 11:45:26 AM (CT)

Requested Attachments

Offer and Contract Signature Form

Granite Telecommunications LLC. Offer and Contract Signature Form.pdf

Please complete, sign and upload the Offer and Contract Signature Form, located on the Attachments tab. (REQUIRED)

Deviation Form

Granite Telecommunications LLC for Region 4 ESC OMNIA Partners 24-11 DEVIATIONS.pdf

Please complete and upload the Deviation Form, located on the Attachments tab. *NOTE: Any and add Deviations to any term or condition found in this RFP must be noted on this form. (REQUIRED)

W-9 Upload

W-9 Granite Telecommunications, LLC - 2025 (PO Box) (1).pdf

Interested offerors must upload an updated Form W-9 prior to submitting a proposal.

Products and Pricing

Granite Telecommunications for 24-11 Region 4 ESC OMNIA Partners.xlsx

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Disclosure of Interested Parties form or Evidence of Exemption

Granite Telecommunications LLC Form 1295 Region 4 ESC Telecommunication Services 24-11.pdf

If you are required under statute to submit a Disclosure of Interested Parties form (1295 form), you must do so here. Section 6 must be completed in its entirety. Alternatively, if you are exempt under the statute, you must provide documentation affirming your exemption. (REQUIRED, see Attribute titled "DISCLOSURE OF INTERESTED PARTIES")

Exhibit A - Response for National Cooperative Contract

Granite Telecommunications LLC Exhibit A 4 ESC Telecommunication Services 24-11.pdf

Complete and upload your response to Exhibit A - Response for National Cooperative Contract. This upload shall consist of a single document of the Proposer's own design that addresses the information in Exhibit A.

OMNIA Partners - Exhibit F Federal Funds Certifications

Granite Telecommunications LLC Exhibit F Region 4 ESC Telecommunication Services 24-11-2.pdf

Complete and upload your response to Exhibit F - Federal Funds Certification. This upload should consist of a single document completed with all checkboxes, initials, signatures, and information fields filled in as appropriate.

OMNIA Partners - Exhibit G New Jersey Business Compliance

OMNIA Partners - Exhibit G New Jersey Compliance Form for REGION IV ESC (1) (2).pdf

Complete and upload your response to Exhibit G - New Jersey Business Compliance. This upload should consist of a single document that is comprised of DOC #1 through DOC #10, with all checkboxes, initials, signature, and information fields completed as appropriate.

Additional Agreements Offeror will require Participating Agencies to sign.

Granite Telecommunications Letter of Agency.pdf

If the Offeror will require individual agencies to complete any additional requirements or agreements outside of what is proposed and agreed to during this proposal solicitation, Offeror must submit such requirements or agreements as an uploaded file here. If uploading more than one file, select "New" under the "Other Response Attachments" section found lower on this webpage, and upload as many documents as is necessary to submit all additional requirements for participating agencies.

Value Added Services

No response

Provide any additional information related to products and services the Offeror proposes to enhance and add value to the Contract. For example, a proposal for furniture may include additional value-added selections such as installation, white glove delivery options, setup/cleaning, classroom design/layout, special orders, etc. (OPTIONAL)

Conflict of Interest Questionnaire

No response

If a conflict exists that requires the submission of a Conflict of Interest Questionnaire (CIQ), complete and upload the document here. (REQUIRED ONLY IF A CONFLICT EXISTS, see Attribute titled "CONFLICT OF INTEREST QUESTIONNAIRE" for additional information.)

Diversity, HUB Certifications

No response

If your firm holds a certification from certifying agencies related to M/WBE, DBE, HUB, or other diverse business designations, you may upload the certificate here. (OPTIONAL)

Bid Attributes

1	**CONTRACT DURATION** The initial 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 in its sole discretion to renew the Contract for additional terms up to two (2) years after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term. ☑ I certify compliance with this attribute.
2	**NAME OF INDIVIDUAL COMPLETING THIS PROPOSAL** Ryan Goldrick

3	**HOW MANY YEARS HAS YOUR BUSINESS OPERATED UNDER ITS PRESENT NAME** 23
4	**WHAT IS YOUR CURRENT NUMBER OF CUSTOMER ACCOUNTS?** 650000
5	**WHAT ARE YOUR BUSINESS HOURS?** M-5, 8-5 with support available 24/7/365.
6	**IS 30 DAYS AFTER RECEIPT OF INVOICE AN ACCEPTABLE PAYMENT SCHEDULE FOR YOUR BUSINESS?** If Yes, type "YES". If No, describe your payment schedule in the field provided. YES
7	**WHAT IS THE STANDARD LEAD TIME FOR RECEIPT OF PRODUCTS AFTER ORDER IS RECIEVED (ARO), IN DAYS?** Provide your answer in number of DAYS after receipt of order (ARO). 5-120 Days. This is dependent on quantity and type of service and therefore can be specified on a case by case basis.
8	**ACCOUNT MANAGER NAME** Please indicate the name of the account manager we should speak to with concerns about the products and/or services in this proposal. Katherine Anderson
9	**ACCOUNT MANAGER EMAIL** GovtProposals@Granitenet.com
10	**ACCOUNT MANAGER PHONE** (617) 837-4838
11	**PAYMENT REMITTANCE ADDRESS** 1 Heritage Dr. Quincy, MA, 02171
12	**PAYMENT REMITTANCE PHONE**
13	**CONTRACT/PURCHASE ORDER/QUOTE EMAIL** Vendors may choose to have purchase orders emailed to them in PDF format in lieu of having them faxed or mailed. To elect this option, please offer the preferred email address in the accompanying field. This email address will apply to any purchases from your company, so the use of a generic email address is suggested, such as bids@companyname.com or purchaseorders@businessname.com. *No response*
14	**CONTRACT/PURCHASE ORDER/QUOTE FAX NUMBER, IF APPLICABLE** If applicable, please provide a fax number to send orders and quote requests.

15 **REQUIRED REFERENCE QUOTE OR CONTRACT NUMBER, IF APPLICABLE**

Enter your quote or contract number and/or any other information our staff would need provide on the face of purchase orders in order to receive discount percentages and contract pricing.

No response

16 **COMPANY WEBSITE ADDRESS, IF APPLICABLE**

No response

17 **HOW WERE YOU NOTIFIED OF THIS BID OPPORTUNITY?**

In order to verify the efficiency of communication tools used to notify vendors of bidding opportunities, we ask that you provide us with the manner in which you received notification of this request for bid/proposal.

IonWave

18 **REFERENCE 1**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

Park University 8700 NW River Park Dr. Parkville MO 64152 Ken Falter (816)584-6450

19 **REFERENCE 1 EMAIL**

KFalter@Park.edu

20 **REFERENCE 2**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

Alabama Farm Credit 1740 Eva Rd, NE, Cullman, AL, 35055 Tanya Carter (724)228-8820

21 **REFERENCE 2 EMAIL**

Tanya.Carter@AlabamaFarmCredit.com

22 **REFERENCE 3**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

Baruch Senior Ministries 3196 Kraft Ave SE Suite 203, Grand Rapids, MI 49502 Alyssa Sass (269)428-0715

23 **REFERENCE 3 EMAIL**

alyssa.sass@baruchsls.org

24 **THE U.S. STATE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED.**

Massachusetts

25 **RECIPROCITY**

For Businesses not located in Texas: Does your state of residence or incorporation require out-of-state bidders to underbid vendors residing in your state by a prescribed amount or percentage to receive a comparable contract? If Yes, please input that percentage; If No, please leave the adjacent field blank.

No response

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PARTIAL AWARD ACCEPTANCE

REGION 4 ESC retains the right to award this contract in such a manner that it receives the best overall value for the goods and/or services requested in this request for proposal or bid, which may include awarding to multiple vendors.

☑ I understand.

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PURCHASE ORDER POLICY

REGION 4 ESC purchases tangible goods and services through the use of approved Purchase Orders. Vendors are highly discouraged from sending products, and/or performing services without prior receipt of an approved District Purchase Order. While campuses and departments may call for quotes and information, please be advised the District is not obligated to pay for any services and/or products ordered via telephone or email in without the presence of a properly executed Purchase Order.

☑ I understand.

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ADDENDA NOTIFICATIONS

Any addenda to this proposal will be issued electronically through this system. It is vendor's responsibility to review addenda upon e-mailed notice and retract/amend their submission as deemed necessary. REGION 4 ESC may choose to mark a proposal received prior to the issuance of an addendum as non-responsive should REGION 4 ESC, in its sole determination, finds the addendum to be of such material change that it warrants such determination. If such proposal is found non-responsive, REGION 4 ESC will not consider the proposal for evaluation or further consideration.

☑ I understand.

29

Provide equipment manufacturer, equipment types and discounts off published list price.

Please see proposed price list

30

Define any freight charges.

Standard shipping is included in all our OMNIA pricing at no additional cost to the customer; expedited shipping will be separately assessed and charged as applicable.

31

Describe how Offeror responds to emergency orders.

The Premier Account Manager, as the single point of contact for all support, allows a level of responsiveness for account management that is unsurpassed in the industry. Region 4 ESC can place orders via e-mail or via phone with their assigned Premier Account Manager. All move orders, add orders, and change orders are placed immediately. The Premier Account Team that supports the Premier Account Manager directly coordinates the managed installation of new facilities with underlying providers as well as all change management activity. Change management is done on a mutually agreed upon time schedule. Any changes that do not involve underlying last mile providers are typically done in twenty-four (24) hours.

32

What is Offeror's average Fill Rate?

Granite does not typically track equipment in stock as we mainly operate as a service provider. However, Granite always maintains a warehouse with reserve stock, however; Granite’s proposed offering mainly consists of services which may not typically require physical delivery. Our expert technicians and cutting-edge facilities are here to boost your operational efficiency and simplify your inventory management processes. With an 85,000 squarefoot mixed-use facility equipped with configuration labs, kitting stations, and ample warehouse storage, we are ready to handle all your equipment inventory needs. Our dedicated U.S. Warehouse team is well-equipped to handle the complexities of receiving, storing, allocating, and shipping equipment inventory for all our customer’s projects.

33	**What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.**

Granite does not typically track equipment in stock as we mainly operate as a service provider. However, Granite always maintains a warehouse with reserve stock, however; Granite's proposed offering mainly consists of services which may not typically require physical delivery. Our expert technicians and cutting-edge facilities are here to boost your operational efficiency and simplify your inventory management processes. With an 85,000 square foot mixed-use facility equipped with configuration labs, kitting stations, and ample warehouse storage, we are ready to handle all your equipment inventory needs. Our dedicated U.S. Warehouse team is well-equipped to handle the complexities of receiving, storing, allocating, and shipping equipment inventory for all our customer's projects.

34	**Describe Offeror's return and restocking policy.**

During the Implementation Phase of a project, Granite will establish desired inventory levels to be maintained to meet expected demand for each customer. We will also establish a Low Inventory Threshold which triggers the ordering of additional devices to replenish the Spare Inventory to the desired levels if needed. Granite can also manage a High Inventory Threshold which triggers recycling of returned devices. If a device needs to be returned to Granite, we will process a Service Ticket in our MMS/TEM system and send an RMA Kit to the End User. The RMA Kit will include the Carrier Return Label and Return Instructions. If the device is at our Mobile Depot, the Shipping Team will get a Service Ticket that includes the Carrier Return Label and ship the device to the Carrier. All of this is documented in the system in our Service Tracker ticketing system, and the mobile asset will be updated to reflect the change.

35	**Describe Offeror's ability to meet service and warranty needs.**

Granite honors the proposed hardware's manufacturer's warranties meaning that should customers encounter an issue with any hardware, Granite will exchange it at absolutely no cost. Once paid off and no longer under contract, the devices will fall under the ownership of the customer. Granite will happily replace any handset for a discounted cost with receipt of the broken hardware. Please see Granite's General Terms and Conditions of Service for more information. For services, Granite warrants that any Services will be performed in a professional manner pursuant to generally accepted industry standards and practices for similar Services. Granite's service-level commitments vary by service and are available at www.granitenet.com/legal.

36	**Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**

Upon award of business, Granite assigns a complete premier account team. This team consists of a dedicated Premier Account Manager, Project Manager, MAC Manager, Billing Analyst, and a Solutions Engineer. The Premier Account Manager, as the single point of contact for all support issues, allows a level of responsiveness for account management that is unsurpassed in the industry. All move orders, add orders, and change orders are placed immediately. The Premier Account Team directly, via electronic interfaces, coordinates managed installation of new facilities with underlying providers.

37	**Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

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. Cards incur a 2% fee, but government customers are exempt from that fee.

38	**Describe Offeror's contract implementation/customer transition plan.**

Granite has extensive experience with the transition and implementation of telecommunications services for federal, state, and local government agencies, as well as corporate customers, of all sizes throughout our footprint. The keys to a successful transition are careful planning, ongoing communications, and accurate documentation to capture customer requirements precisely. For Region 14 ESC Customers, the transition will require a structured implementation process, detailed cutover testing, and careful coordination of transition activities among all parties involved – Granite, Region 14 ESC Customers, the current service providers and phone system or other vendors – to ensure timely transition with no interruption of service. Granite is committed to continuous quality and customer satisfaction and as is done routinely with its commercial customer base, Granite values customer input and will assess, track, and report any issues highlighted by the customer during the performance of the

39	**Describe the financial condition of Offeror.**

Granite is a privately held company with no outside investors and is cash-flow positive. Our philosophy is to use our resources towards proactively enhancing our customer's experience and allowing that commitment to incentivize our potential future partnerships. These benefits include our ability to increase resources into developing customized billing solutions and superior customer service support by Granite recruited, trained professionals.

40	**Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.**

RockReports.granitenet.com

41	**Describe the Offeror's safety record.**

Granite has a network of experienced technicians and a system of tracking their performance in order to ensure that each experience with dispatch meets and exceeds our customers' expectations. Upon report of an incident, Granite will conduct a review and report the incident internally to ensure that appropriate measures are taken to avoid further issue and to remedy the reported incident

42	**Provide a brief history of the Offeror, including year it was established and corporate office location.**

Granite Telecommunications (hereafter "Granite") started in 2002 as a Plain Old Telephone Service (POTS) reseller. As the telecommunications market has shifted and changed over the years, Granite has evolved to meet each new market demand. Granite's successes with POTS lines enabled the partnerships and technology necessary for Granite to offer a variety of contemporary products (e.g., cloud and data services). We now provide our customers with access to our private Multiprotocol Label Switching (MPLS) network and the newest SD-WAN technologies. Our focus today is to bring its existing customers and partners into the next generation by acting as a single source provider for all commercial and government voice and data needs, offering legacy services, IP based services, data services, and network integration services. Granite's services include the following: • IP Voice & Data, including MPLS, SIP, & Hosted PBX • Dedicated Internet & Broadband Services • Business Security • Network Inte

43	**Describe Offeror's reputation in the marketplace.**

Granite prides itself on customer service and experience which we measure with the Net Promoter Score to monitor on-going customer satisfaction. We use this metric as one of our main indicators of sufficient solution performance. The Net Promoter Score ("NPS") is an index ranging from -100 to 100 that measures the willingness of customers to recommend a company's products or service to others. With an unprecedented average call answer time of less than eight (8) seconds, our Concierge Customer Care team in New England is what allows Granite to stand out with an industry- leading Net Promoter Score of 55. This measurement is tracked on a quarterly basis.

44 **Describe Offeror's reputation of products and services in the marketplace.**

Granite prides itself on customer service and experience which we measure with the Net Promoter Score to monitor on-going customer satisfaction. We use this metric as one of our main indicators of sufficient solution performance. The Net Promoter Score ("NPS") is an index ranging from -100 to 100 that measures the willingness of customers to recommend a company's products or service to others. With an unprecedented average call answer time of less than eight (8) seconds, our Concierge Customer Care team in New England is what allows Granite to stand out with an industry- leading Net Promoter Score of 55. This measurement is tracked on a quarterly basis.

45 **Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.**

Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who us authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.

Granite does not intend to use any subcontractors or affiliates when providing our proposed services.

46 **Describe the experience and qualifications of key employees.**

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 2,500 teammates, offices nationwide, customer service is the core of our operations. We bring a work ethic and tenacity that is unique. Our Granite teammates interact all day, every day, to our customers, listening to their needs and evaluating solutions. With our leading managed services, Granite provides a fast, reliable network for any business or public agency. Granites 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, but also into the communities. Being active in the community is important, it is part of the fabric of our company. See Response attachments for more details.

47 **Describe Offeror's experience working with the government sector.**

Granite is built on our reputation of delivering the products and services our customers need on time and on budget. We understand that our customers now have more choices than ever when selecting service providers. Accordingly, we strive to consistently meet our customers’ needs in order to act as a single provider for all telecommunications needs. It is Granite’s goal to provide first class service so that each of every single one of our customers is given the true level of service they deserve.

48 **Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

Granite has been involved in a number of actions during its time of operations; of a number and nature consistent with a company of its age (approx. 21 years), size (approx. 2,500 employees) and scope (providing services to 10,000+ enterprises throughout the US and Canada). All such actions have been civil in nature and in no such action was Granite found responsible. None of the actions impacted, or risks impacting, Granite’s ability to provide service to our customers. Additionally, there have been no bankruptcies, reorganizations, or investigations of the entity or current officers and directors.

49 **Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.**

Granite is built on our reputation of delivering the products and services our customers need on time and on budget. We understand that our customers now have more choices than ever when selecting service providers. Accordingly, we strive to consistently meet our customers’ needs in order to act as a single provider for all telecommunications needs. It is Granite’s goal to provide first class service so that each of every single one of our customers is given the true level of service they deserve.

50 **Indicate if Offeror is licensed to do business in all 50 states.**

☑ Yes

☐ No

51 **Value Add - Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.**

Please see "additional relevant factors" within attachment "Granite Telecommunications LLC Proposal for Region 4 ESC"

52 **Include a per diem rate.**

Granite has provided all rate and pricing information within the attachments.

53 **For Non-Normal Working Hours, indicate if there is a minimum charge of hours and what the number of hours is.**

Granite offers support 24/7/365 however, if on-site support is needed a technician dispatch fee may be calculated and advised to confirm approval prior to the SOW being initiated. Granite sources local technicians for this, and does not typically require a minimum charge of hours.

54 **Is pricing available for all products and services?**

Granite is able to provide all requested services EXCEPT for Application control; Instant Messaging & Presence; Mass Notifications and Emergency Conferencing; Land Mobile Radio; BYOD; Management and Automation.

55 **Describe any shipping charges (where applicable).**

Standard shipping is included in all our OMNIA pricing at no additional cost to the customer; expedited shipping will be separately assessed and charged as applicable. 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

56 **Provide pricing for warranties on all products and services.**

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

57 **Describe any return or restocking fees.**

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

58 **Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.**

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 significant discount beyond the listed price due to our vast underlying agreements with every major carrier and bandwidth provider in the United States, in addition to our own nationwide backbone network. Granite will additionally offer discounts based on quantity ordered and individual agency needs or restrictions, and assessed on a case by case basis

59 **Describe how customers verify they are receiving Contract pricing.**

To ensure that customers can verify they receive the best Contract price available, Granite will deliver the same rates as those currently offered by Granite on the General Services Administration, Multiple Award Schedule (Contract Number: GS-35F-208BA), as well as the similar rates as those currently offered by Granite on the OMNIA Partners, Public Sector Contracts (Contract Numbers: R200901 and 01-99).

60 **Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category**

discounts should not change over the term of the Contract.

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 14 ESC and OMNIA Partners of Granite's ability offer additional discounts or lower "Not to Exceed" or "Ceiling" rates.

61 **Describe how future product introductions will be priced and align with Contract pricing proposed.**

All future products and services added to this schedule will be offered in a similar format and at similar rate as those products and services currently offered by Granite on the General Services Administration, Multiple Award Schedule (Contract Number: GS-35F- 208BA), as well as similar rates as those currently offered by Granite on the OMNIA Partners, Public Sector Contracts (Contract Numbers: R200901 and 01-99).

62 **Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.**

Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Empowered through Collaboration, Appreciation, and Networking) recently raised awareness for domestic violence warning signs while Granite Rock Out provided transportation to the Pride parade. CANDID (Community Awareness Networking Diversity Inclusion Development) hosts bi-weekly meetings to spread the importance of representation in our communities. Our organizations take pride in community outreach in addition to their activities within the company. If awarded, Granite will make every best effort to report on requested diversity initiatives. Granite's demographics include women filling a quarter of our positions, for both employees and management. Granite is headquartered in Quincy, MA, a city with 63% Caucasian, 5% African American, 3% Hispanic, and 28% Asian population. The city's racial demographics are close to Granite's employee demographics.

63 **Minority Women Business Enterprise Certification**

If yes, list certifying agency.

No response

64 **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification**

If yes, list certifying agency.

No response

65 **Historically Underutilized Business (HUB) Certification**

If yes, list certifying agency.

No response

66 **Historically Underutilized Business Zone Enterprise (HUBZone) Certification**

If yes, list certifying agency.

No response

67 **Other recognized diversity certificate holder**

If yes, list certifying agency

No response

68 **Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners.**

Include a list of current cooperative contracts (regional and national) Offeror holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Within the first 90 days of the award, Granite will execute a comprehensive marketing strategy in collaboration with OMNIA Partners to best suit the intent of Region 4 ESC's contract. To help proactively ensure this strategy is achieved, Granite has already gained stakeholder buy-in from its entire C-Suite, to include its CEO, Rob Hale. To assist the Sales and RDM team in driving results, Granite will help produce training artifacts during these first ninety days to ensure that all materials are developed and will additionally serve as the communication entity between necessary stakeholders and Region 4 ESC and OMNIA Partners during development.

69 **Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions.**

Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

☑ Yes

☐ No

70 **Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners.**

All sales materials are to use the OMNIA Partners logo. At a minimum, the Offeror's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☑ Yes

☐ No

71 **Confirm Offeror will train its national sales force on the Master Agreement. At a minimum, sales training should include:**

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☑ Yes

☐ No

72 **Provide the name, title, email and phone number for the person(s), who will be responsible for:**

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

Executive Support - Greg Giambalvo, Vice President ggiambalvo@granitenet.com | 561- 868-8114 Marketing - Lauren Grenier, Marketing Director lgrenier@granitenet.com | 617-837- 5290 Sales - Amy Cordes, Regional Vice President acordes@granitenet.com | 561-868-8111 Sales Support – Matthew Defiglio, Director of Sales mdefiglio@granitenet.com |561-475- 3743 Financial Reporting – Anastasia Foerschner, Government Contracts SLED Team Lead afoerschner@granitenet.com | 571-570-4275 Accounts Payable – Anastasia Foerschner, Government Contracts SLED Team Lead afoerschner@granitenet.com | 571-570-4275 Contracts - Ryan Goldrick, AVP of Government Contracts and Compliance rgoldrick@granitenet.com | 617-837-5739

73 **Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.**

Granite has dedicated sales and account managers broken out by varying distinctions, usually by region and industry type. This means that each customer gets the expertise of our sales professionals through knowledge of industry/regional trends. Granite uses its Premier Account Manager as the focal point for coordination and collaboration for its service force. Utilizing teams dedicated to each need within a service. The Premier Account Manager who is assigned to an order is able to consolidate resources/information from these internal teams interacting with underlying carriers/providers.

74 **Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.**

Granite has numerous regional sales offices with state government focused sales staff dedicated to various territories. The staff in our sales offices includes Business Development Representatives, Sales Engineers, and Network Techs. Our sales team is focused primarily on customer outreach and looks to leverage our established cooperative purchasing contracts to assist all eligible users. Additionally, Granite Business Development Representatives regularly attend trade conventions where we promote our ability to deliver service through said service agreements using our marketing materials and word-of-mouth. Granite's presence nationwide is continuing to grow through brand awareness at conferences and exhibitions. Granite currently exhibits over 40 shows throughout the US, across all verticals including the public sector. At tradeshows, Granite considers involvement with sponsorships, panels, and co-branded events. Granite's sales teams are ready to establish new relationships while nurturing their existing clients through print and digital media as well.

75 **Explain in detail how Offeror will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract**

administration, etc.

Granite's Contracts team enters the order and account details into the appropriate trackers so that the order is tracked and reported against the applicable contract then the Client Services team will request a Special Pricing summary from the Pricing Analyst that prepared the quote and use the Special Pricing summary to ensure billing is set up correctly. The Client Services team will then work with the customer point of contact to provide order updates and coordinate any tech dispatches or additional support measures necessary to ensure a smooth rollout. Granite is electronically bonded with its carrier partners, therefore not involvement from other parties is necessary. All ordering is accomplished by Granite.

76	**State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.** 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.
77	**Year 1 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").** To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales. *No response*
78	**Year 2 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement** To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales. *No response*
79	**Year 3 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement** To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales. *No response*
80	**Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance.** ☑ Yes
81	**Oral Communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.** ☑ Yes
82	**Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance.** ☑ Yes

83	**Products/Pricing - Upload on Response Attachments Tab** i. Offerors shall provide pricing based on coefficient pricing completing Appendix D; or on a discount from a manufacturer's or other price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum the Awarded Offeror must hold the proposed price list firm for the first 12 months after the contract award. Offerors may elect to limit their proposals to any category or categories. · Complete the applicable Pricing information o Provide equipment manufacturer, equipment types and discount off published list price. o Define any freight charges. o Provide classifications of labor with billable rates for each respondent's office(s), territories or district(s) along with any sub-office pricing as required. Each of these labor classification rates shall be fully burdened, defined and will be set for Normal Working Hours and Non-Normal Working Hours. Sub-contractor labor shall not be recognized. Each respondent shall determine their sub-contractor's labor rate as a prime labor classification. For example, an electrician's labor rate shall be calculated based on the respondent's sub-contractor's labor billable rate plus respondent's normal margins on sub-contractor labor. Labor classification shall be provided in the response. o If using coefficient pricing, the Normal Working Hours and Non-Normal Working Hours for tasks identified in the Scope of Work shall use a benchmark against an established data set (e.g.; RSMeans or others) to ensure that the hours provided can be verified. Each of these hourly tasks shall have a coefficient of labor against an established data set (e.g.; RSMeans or others) city cost index by each respondent's office(s), territories or district(s) to determine effectiveness of providing these tasks. Offerors using coefficient pricing will complete Appendix D. Federal Funding Pricing: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be applied, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit F.

84	**Not to Exceed Pricing** Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

85	**Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.** Granites nationwide distribution network model is based out 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 will be ready to meet the call

86 **Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide,**

to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Within the first 90 days of the award, Granite will execute a comprehensive marketing strategy in collaboration with OMNIA Partners to best suit the intent of Region 14 ESC's contract. To help proactively ensure this strategy is achieved, Granite has already gained stakeholder buy-in from its entire C-Suite, to include its CEO, Rob Hale. To assist the Sales and RDM team in driving results, Granite will help produce training artifacts during these first ninety days to ensure that all materials are developed and will additionally serve as the communication entity between necessary stakeholders and Region 14 ESC and OMNIA Partners during development. Please see our detailed written response attachment for a description of each step.

87 **Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective**

Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Within the first 90 days of the award, Granite will execute a comprehensive marketing strategy in collaboration with OMNIA Partners to best suit the intent of Region 14 ESC's contract. To help proactively ensure this strategy is achieved, Granite has already gained stakeholder buy-in from its entire C-Suite, to include its CEO, Rob Hale. To assist the Sales and RDM team in driving results, Granite will help produce training artifacts during these first ninety days to ensure that all materials are developed and will additionally serve as the communication entity between necessary stakeholders and Region 14 ESC and OMNIA Partners during development.Please see our detailed written response attachment for a description of each step.

88 **GENERAL TERMS AND CONDITIONS**

Respondent agrees to comply with the Contract and General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the Contract and General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☑ I certify compliance with this attribute.

89

DEVIATIONS TO TERMS AND CONDITIONS

Any Deviation from the RFP documents, including the General Terms and Conditions, Notice to Offeror, or any other document presented with terms for consideration by the proposer MUST be documented and presented on the Deviation Form and attached to this electronic bid event via an electronic upload to the "Response Attachments" tab. In addition to indicating the requested deviations on the form, additional pages may be provided to more thoroughly explain each deviation listed on the Deviation Form.

☑ I certify compliance with this attribute.

90

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”.

Subsection (c) states “this section does not apply to a publicly held corporation”.

Use the list of values associated with this item to identify your status as it relates to this legal requirement.

Non-Felon - person/owner IS NOT a convicted felon

91

NAME OF FELON AND NATURE OF FELONY, IF APPLICABLE

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

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CRIMINAL HISTORY RECORDS REVIEW OF CERTAIN CONTRACT EMPLOYEES

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity (“Contractors”) and entities that contract with school entity contractors (“Subcontractors”). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.
Compliance includes providing or causing employees and sub-contractor employees to provide requested information and fingerprinting upon request.
Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity *and* have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☑ I certify compliance with this attribute.

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.
Select one of the available options:

OPTION A: My business has NOT been certified as HUB.

OPTION B: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

OPTION A - Not HUB

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DISCLOSURE OF INTERESTED PARTIES

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:
(1) requires an action or vote by the governing body; or
(2) has a value of $1 million or more; or
(3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:
(1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
(2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OR PROVIDES EXPLANATION OF THIS EXEMPTION.

THE FOLLOWING CONTRACTS ARE EXEMPT FROM THE REQUIREMENTS OF TEXAS DISCLOSURE OF INTERESTED PARTIES LAWS:
- *a sponsored research contract of an institution of higher education;*
- *an interagency contract of a state agency or an institution of higher education;*
- *a contract related to health and human services if:*
  - *the value of the contract cannot be determined at the time the contract is executed; and*
  - *any qualified vendor is eligible for the contract;*
- *a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- *a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
- *a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

☑ I certify compliance with this attribute.

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CONFLICT OF INTEREST QUESTIONNAIRE

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:
Texas Local Government Code, Section 176
Texas House Bill 23

A blank Conflict of Interest Questionnaire is available by clicking:
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

☑ I certify compliance with this attribute.

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ENTITITES THAT BOYCOTT ISRAEL

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

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FOREIGN TERRORIST ORGANIZATIONS

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☑ I certify compliance with this attribute.

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FIREARMS ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

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

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☑ I certify compliance with this attribute.

99

ENERGY COMPANY BOYCOTT PROHIBITED

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

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CRITICAL INFRASTRUCTURE AFFIRMATION

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.
The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☑ I certify compliance with this attribute.

101

OPEN RECORDS POLICY

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.

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

OPTION A: 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.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

OPTION B - Proprietary information marked

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CONSENT TO RELEASE PROPOSAL TABULATION

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☑ I certify compliance with this attribute.

103 **CONTRACTING INFORMATION**

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☑ I certify compliance with this attribute.

104 **ANTI-TRUST CERTIFICATION STATEMENT**

Vendor affirms 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 bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid 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.

☑ I certify compliance with this attribute.

105 **FEDERAL RULE (A) - CONTRACT TERM VIOLATIONS**

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), 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 federal funds are expended by Region 4 ESC, Region 4 ESC 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.*

☑ I certify compliance with this attribute.

106	**FEDERAL RULE (B) - TERMINATION CONDITIONS** **(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 federal funds are expended by REGION 4 ESC, REGION 4 ESC 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 Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.* ☑ I certify compliance with this attribute.
107	**FEDERAL RULE (C) - EQUAL EMPLOYMENT OPPORTUNITY** **(C)** 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 FR 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.” It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. *Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.* ☑ I certify compliance with this attribute.

108	**FEDERAL RULE (D) - DAVIS BACON ACT/COPELAND ACT** **(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 federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.* ☑ I certify compliance with this attribute.
109	**FEDERAL RULE (E) - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** **(E)** (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 federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.* ☑ I certify compliance with this attribute.
110	**FEDERAL RULE (F) - RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** **(F)**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 REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.* ☑ I certify compliance with this attribute.

111	**FEDERAL RULE (G) - CLEAN AIR ACT/FEDERAL WATER POLLUTION CONTROL ACT** **(G)** The 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). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. *Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.* ☑ I certify compliance with this attribute.
112	**FEDERAL RULE (H) - DEBARMENT AND SUSPENSION** **(H)** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the 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 REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor 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 or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.* ☑ I certify compliance with this attribute.

113

FEDERAL RULE (I) - BYRD ANTI-LOBBYING AMENDMENT

(I) (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 REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor 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 by or 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 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 certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. 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.

☑ I certify compliance with this attribute.

114

FEDERAL RULE (J) - PROCUREMENT OF RECOVERED MATERIALS

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

☑ I certify compliance with this attribute.

115	**FEDERAL RULE (K) - PROHIBITION ON CERTAIN TELECOM AND SURVEILLANCE SERVICE AND EQUIPMENT** **(K)** Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system. ☑ I certify compliance with this attribute.
116	**FEDERAL RULE (L) - BUY AMERICAN PROVISIONS** **(L)** As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act. Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition. *"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.* ☑ I certify compliance with this attribute.
117	**FEDERAL RULE - REQUIRED AFFIRMATIVE STEPES FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS** When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 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. ☑ I certify compliance with this attribute.

118

FEDERAL RULE - FEDERAL RECORD RETENTION

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

☑ I certify compliance with this attribute.

119

FEDERAL RULE - PROFIT NEGOTIATION

For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

☑ I certify compliance with this attribute.

120

FEDERAL RULE - SOLID WASTE DISPOSAL ACT

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 Sold Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during the preceding fiscal year exceed $10,000; procuring sold 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. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

☑ I certify compliance with this attribute.

121

APPLICABLITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

☑ I certify compliance with this attribute.

122

COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor 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).

☑ I certify compliance with this attribute.

123

INDEMNIFICATION

Acts or Omissions

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☑ I certify compliance with this attribute.

124

EXCESS OBLIGATIONS PROHIBITED

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☑ I certify compliance with this attribute.

125

SUSPENSION AND DEBARMENT

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☑ I certify compliance with this attribute.

126	**CHANGE IN LAW AND COMPLIANCE WITH LAWS** Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines. ☑ I certify compliance with this attribute.
127	**For the following categories, the Offeror shall provide the following information to include;** o **HVAC Refrigeration** · Type (e.g., Rotary, Centrifugal, Scroll, Reciprocating., Absorption) · Cooling medium (e.g., air, water) · Brand Name(s) · Capacity Range (tons) · Standard Warranty (Parts & Labor) · Optional Warranty (components covered & Labor) · Estimated Lead/Delivery Time · Location of Manufacturing (City, State or Country) · Range of Efficiencies (KW/Ton) · Estimated Market Share (North America) · Provide example data on each type of product provided · Detail Features & Benefits o **Indoor Air Quality Products and Devices** · Type (Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration, any other.) · Brand Name(s) · Capacity Range · Standard Warranty (Parts & Labor) · Optional Warranty (components covered & Labor) · Estimated Lead/Delivery Time · Location of Manufacturing (City, State or Country) · Range of Efficiencies · Estimated Market Share (North America) · Provide example data on each type of product provided · Detail Features & Benefits o **Unitary** · Type (e.g., rooftops, split systems, VRFs, Heat Pumps, PTACs, water source, mini-splits) · Brand Name(s) · Capacity Range · Heating Medium (Electric, Gas, Steam, Hot Water) · Cooling Medium (DX, Chilled Water) · Standard Warranty (Parts & Labor) · Optional Warranty (components covered & Labor) · Estimated Lead/Delivery Time · Location of Manufacturing (City, State or Country) · Range of Efficiencies (EER, SEER, COP) · Estimated Market Share (North America) · Provide example data on each type of product provided · Detail Features & Benefits o **Air handling** · Type (e.g. central station-manufactured or custom makeup air, fan, · filter, coil sections) · Brand Name(s) · Fan Types (e.g. Backward incline, Forward curve, airfoil) · Capacity Range (CFM) · Heating Medium (Electric, Gas, Steam, Hot Water) · Cooling Medium (DX, Chilled Water) · Standard Warranty (Parts & Labor)

· Optional Warranty (components covered & Labor)
· Estimated Lead/Delivery Time
· Location of Manufacturing (City, State or Country)
· Estimated Market Share (North America)
· Provide example data on each type of product provided
· Detail Features & Benefits

o **Air Terminal Devices and Heating Products**

· Type (e.g. VAV, Fan Coils, Unit Ventilators, Unit Heaters, Fin Tube Radiation/Convectors)
· Brand Name(s)
· Capacity Range (CFM)
· Heating Medium (Electric, Gas, Steam, Hot Water)
· Cooling Medium (DX, Chilled Water)
· Standard Warranty (Parts & Labor)
· Optional Warranty (components covered & Labor)
· Estimated Lead/Delivery Time
· Location of Manufacturing (City, State or Country)
· Estimated Market Share (North America)
· Provide example data on each type of product provided
· Detail Features & Benefits

o **DDC Controls**

· Type (core components, end devices, lighting, panels) Brand Name(s)
· System Protocol (BACnet, LonWorks, Proprietary or Combo)
· LAN Communication Structure (Peer-to-peer, Polling)
· Human Machine Interface (HMI) types (PC, Notebooks, Handheld terminals)
· Third party interface (Drivers and Gateways)
· Remote alarm and message capabilities
· Standard Warranty (Parts & Labor)
· Optional Warranty (components covered & Labor)
· Estimated Lead/Delivery Time
· Location of Manufacturing (City, State or Country)
· Estimated Market Share (North America)
· Detail Features & Benefits

o **Cooling Towers**

· Type (e.g., open, closed, evaporative, other)
· Brand Name(s)
· Capacity Range (tons)
· Standard Warranty (Parts & Labor)
· Optional Warranty (components covered & Labor)
· Estimated Lead/Delivery Time
· Location of Manufacturing (City, State or Country)
· Range of Efficiencies
· Estimated Market Share (North America)
· Provide example data on each type of product provided
· Detail Features & Benefits

o **Pumps**

· Type (e.g., single stage, split case, end suction, inline, circulator, turbines)
· Brand Name(s)
· Capacity Range (GPM)
· Standard Warranty (Parts & Labor)
· Optional Warranty (components covered & Labor)
· Estimated Lead/Delivery Time
· Location of Manufacturing (City, State or Country)
· Range of Efficiencies
· Estimated Market Share (North America)
· Provide example data on each type of product provided
· Detail Features & Benefits

o **Invertors**

· Brand Name(s)
· Capacity Range (HP)
· Standard Warranty (Parts & Labor)
· Optional Warranty (components covered & Labor)

· Estimated Lead/Delivery Time
· Location of Manufacturing (City, State or Country)
· Estimated Market Share (North America)
· Provide example data on each type of product provided
· Detail Features & Benefits
o **Boilers & Water Heaters**
· Type (e.g., modulating, condensing, cast iron, water tube, packaged, other)
· Brand Name(s)
· Heating Medium (Electric, Gas, Steam, Hot Water)
· Capacity Range (MBH)
· Standard Warranty (Parts & Labor)
· Optional Warranty (components covered & Labor)
· Estimated Lead/Delivery Time
· Location of Manufacturing (City, State or Country)
· Range of Efficiencies
· Estimated Market Share (North America)
· Provide example data on each type of product provided
· Detail Features & Benefits
o **HVAC Specialty Products**
· Type (e.g., modular, outside/inside, S&T Heat Recovery, Humidity
· Control, Heat Wheel, Heat Pipe, Heat Exchangers)
· Brand Name(s)
· Heating Medium (Electric, Gas, Steam, Hot Water)
· Cooling Medium (DX, Chilled Water)
· Capacity Range (CFM and/or MBH)
· Standard Warranty (Parts & Labor)
· Optional Warranty (components covered & Labor)
· Estimated Lead/Delivery Time
· Location of Manufacturing (City, State or Country)
· Range of Efficiencies
· Estimated Market Share (North America)
· Provide example data on each type of product provided
· Detail Features & Benefits
· **Refrigeration Products**
· Display Cases
· Refrigeration Systems
· Glass Doors & Lids
· Walk-in Products
· Others
o **LED Lighting Products**
· LED Area Lights
· Flexible LED Strips
· Ceiling Lighting
· Bulbs, Fixture Products
· Others
o **Equipment Parts and Supplies**
· Type (e.g., manufactured parts, emergency parts service, miscellaneous material and supplies and other)
· Brand Name(s) stocked
· Location of stocking parts
· Standard Warranty (Parts & Labor)
· Optional Warranty (components covered & Labor)
· Estimated Lead/Delivery Time
· Percentage of locally stocked parts to delivered parts
Detail Features & Benefits

128	**Offerors are requested to provide service forms with detailed description of your service offerings. Provide service forms with detailed descriptions; at a minimum, Offerors are to include the following information as it is applicable to their product,** service, and solutions offering: o **Startup & Commissioning Services**

· Define process for validation of system or equipment operation to design
· Type (e.g., equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other)
· List key personnel (factory, sub-contract, other)
· References (public sector only)
· Case studies describing benefits of services

o **Service & Maintenance**
· Type (e.g., preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other)
· Define processes for each type of service and/or maintenance of the system or the equipment
· List key personnel (factory, sub-contract, other)
· References (public sector only)
· Case studies describing benefits of services

o **Installation and Turnkey Contracting**
· Type (e.g., retrofit, new construction, energy retrofit, controls new- and upgrade and other)
· Define processes for each type install of the system or the equipment
· Bonding and licensing capabilities
· List key personnel (factory, sub-contract, other)
· References (public sector only)
· Case studies describing benefits of services

o **Warranty Services**
· Type (e.g., Extended parts & labor (define maximum number of years available), delayed start-up and other)
· Define processes for each type of warranty
· List key personnel (factory, sub-contract, other)
· References (public sector only)
· Case studies describing benefits of services

o **Energy Services**
· Type (e.g., (Energy Tracking, Energy Analysis, Evaluation of potential upgrades, demand response, rebates and others)
· Define processes for each type of energy services
· Certifications of personnel
· List key personnel (factory, sub-contract, other)
· References (public sector only)
· Case studies describing benefits of services

o **Equipment Rentals**
· Type (e.g., chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other)
· Brands available
· Locations of rental fleet
· Process of accessing rental fleet during disaster event
· List key personnel (factory, sub-contract, other)
· References (public sector only)
· Case studies describing benefits of services

o **Financial Services**
· Type (e.g., leasing, prompt and pre-payment discounts, guaranteed
· savings and other)
· Describe type of each funding and availability
· Funding Sources (internal and/or external)
· List key personnel (internal and/or external)
· References (public sector only)
· Case studies describing benefits of services

o **Professional Services**
· Describe type of each professional service and availability
· Licensing and certification capabilities
· List key personnel (internal and/or external)
· References (public sector only)
· Case studies describing benefits of services

o **Site Surveys**
· Type (e.g., Equipment, system analysis, operational, architectural and other)
· Describe type of survey
· Licensing and certification capabilities

· Advanced technology uses for each type of survey
· List key personnel (internal and/or external)
· References (public sector only)
· Case studies describing benefits of services

Granite	**GOVERNMENT ACCOUNT FORM AND LETTER OF AGENCY** **MULTI-SERVICES**	Sales Rep: Order Date:

CUSTOMER INFORMATION

Company/Business Name ("Customer"):		
Billing Telephone Number:		
Designated Contact:	Contact Phone Number:	
Service Address (Street/Suite): See **Appendix A-1** or as otherwise provided.		
Mailing/Billing Address (Street/Suite):	City:	State/Zip Code:
Additional Comments/Notes (if any):		

AGREEMENT AND AUTHORIZATION

By signing this Government Account Form and Letter of Agency ("LOA"), Customer (a) engages Granite Telecommunications, LLC and/or its affiliates ("Granite") to provide Services as set forth in **Appendix A** and **Appendix A-1**, attached hereto and incorporated herein, and such other Services as Customer may order from time to time and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting, ordering, changing and/or maintaining such Services, and to take such other actions as are reasonably necessary to provide such Services and as Customer may request from time to time. Customer directs its current service provider(s), if any, to work with Granite to affect these changes.

Services under this LOA shall be for (INSERT TERM LENGTH).

The Terms of Service set forth at www.granitenet.com/Legal (as such may be modified from time to time, the "Terms of Service"), hereby incorporated by reference, sets forth the rights and responsibilities of Customer and Granite with regard to Services to be provided and other important topics. If Customer does not agree to the Terms of Service, the authorized representative of Customer should not sign this LOA. ***The Customer Disclosures attached hereto are an integral part of this LOA. This LOA is confidential and may not be disclosed to third parties.***

SIGNATURE

The undersigned is authorized to sign on behalf of Customer and Customer agrees to be bound by the Terms of Service. This LOA is effective as of the date of execution below.

Customer

By:_____
Print Name: _____
Title: _____
Date: _____

Signing this Government Account Form and Letter of Agency will result in a change of service provider(s).

CUSTOMER DISCLOSURES

INTERNET-BASED SERVICE

Customer acknowledges and agrees that certain Internet Based Services (which for purposes of this Customer Disclosure, includes, but is not limited to, Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Virtual Auto Attendant and Virtual Voicemail Services), ordered through Granite may not operate in the same manner as traditional wireline phone service and that the following terms and conditions apply with respect to such Internet-Based Services: (a) such services are designed only for use with a compatible PBX or similar advanced telephone system; (b) such services only support Granite's local, intralata toll, interstate long distance and International voice services; (c) such services DO NOT support auto dialers, predictive dialers, telemarketing applications, and elevator lines (only POTS lines, or POTS replacement services with these specific functionalities, such as EPIK, should be used for these purposes); (d) a qualified vendor must install the equipment and service at Customer's sole expense and Granite will not process any order without a qualified vendor involved in the installation process; and (e) Granite requires that Customer provide a complete list of all phone numbers to be ported, any numbers omitted from the list may result in those numbers not being ported at the time of circuit turn-up. Granite will attempt to retrieve CSRs from the existing carrier(s), but cannot guarantee its ability to obtain such CSRs. Customer agrees to provide Granite with complete CSRs, if requested.

CUSTOMER ACKNOWLEDGES AND AGREES THAT SOME OF THE SERVICES PROVIDED BY GRANITE ARE INTERNET-BASED SERVICES AND THAT 911 SERVICES ON INTERNET-BASED SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, CUSTOMER MUST PROVIDE GRANITE WITH THE TELEPHONE NUMBER(S) ASSOCIATED WITH SUCH INTERNET-BASED SERVICES FOR THE REGISTERED ADDRESS.

CUSTOMER ACKNOWLEDGES THAT INTERNET-BASED SERVICES PROVIDED BY GRANITE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM THIRD PARTIES OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE SUCH INTERNET-BASED SERVICES THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES; (B) SUSPENDED OR TERMINATED INTERNET ACCESS SERVICE; (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES; AND/OR (D) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF SUCH INTERNET-BASED SERVICES FROM A LOCATION OTHER THAN THE LOCATION TO WHICH SUCH SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (I.E., IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE, ETC.) WITH GRANITE AND AGREES TO UPDATE, AND PROVIDE PRIOR WRITTEN NOTICE TO, GRANITE OF THE LOCATION OF SUCH EQUIPMENT WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES.

TO THE EXTENT THAT GRANITE PROVIDES INTERNET-BASED SERVICES WHICH CUSTOMER UTILIZES FOR TRANSMISSION OF ALARM SYSTEM SIGNALS, CUSTOMER ACKNOWLEDGES THAT GRANITE IS NOT RESPONSIBLE FOR THE FUNCTIONALITY OF SUCH ALARM SYSTEMS AND SIGNALS. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES ARE NOT INFALLIBLE. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT GRANITE DOES NOT REPRESENT OR WARRANT THAT THE TRANSMISSION OF ALARM SIGNALS WILL NOT BE INTERRUPTED, CIRCUMVENTED OR COMPROMISED. IF INTERNET BASED SERVICES ARE NOT OPERATIVE, NO ALARM SIGNALS CAN BE RECEIVED BY THE MONITORING STATION. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES MAY BE IMPAIRED OR INTERRUPTED BY ATMOSPHERIC CONDITIONS, INCLUDING ELECTRICAL STORMS, POWER FAILURES OR OTHER CONDITIONS AND EVENTS BEYOND GRANITE'S CONTROL. THE USE OF INTERNET-BASED SERVICES MAY PREVENT FROM THE TRANSMISSION OF ALARM SIGNALS AT ANY TIME, AND/OR INTERFERE WITH THE TELEPHONE LINE-SEIZURE FEATURES OF CUSTOMER'S ALARM SYSTEM. IN THE EVENT CUSTOMER ELECTS TO USE INTERNET-BASED SERVICES FOR ALARM LINES; CUSTOMER IS RESPONSIBLE FOR HAVING THESE SERVICES TESTED BY AN AUTHORIZED ALARM INSPECTION COMPANY TO ENSURE SIGNAL TRANSMISSION FEATURES ARE OPERATIONAL. THESE FEATURES INCLUDE BUT ARE NOT LIMITED TO PROPER FUNCTIONING OF LINE SEIZURE AND THE SUCCESSFUL TRANSMISSION OF SIGNALS TO THE MONITORING STATION. CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR ALARM SYSTEM COMPLIANCE WITH THE AUTHORITY HAVING JURISDICTION.

CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER SHALL BEAR THE SOLE RESPONSIBILITY OF INFORMING THIRD-PARTIES OF POTENTIAL CALL RECORDING USING THE INTERNET-BASED SERVICES.

_____

Initialed by Authorized Signer

Appendix A

Services Selected
(Select one or more of the below Services)

☐ Voice Services (POTs, Long Distance, Local and LD T1 and PRI)

☐ Broadband Services

☐ Access Services (e.g., MPLS and Dedicated Internet Access Services)

☐ VoIP Services (Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Voice over Cable, Virtual Auto Attendant and Virtual Voicemail Services)

☐ Mobility Services (Mobility Data and Mobility Voice)

☐ Granite Grid Services

☐ Conferencing Services (Audio Conferencing and Web Conferencing)

☐ Granite Guardian Services (i.e., managed services including SD-WAN)

☐ Analog Replacement Services (e.g., EPIK)

☐ Granite Switched Ethernet (GSE) Services

☐ Other Services (List): _____
_____

Note 1: Unless otherwise noted herein, in addition to these rates and charges set forth in this LOA (a) certain other rates and charges may apply, as provided for by tariff, the FCC or other governmental entity, or other regulation or requirements and (b) Customer will pay to Granite all applicable taxes (including sales, use and excise taxes). In the event that Customer elects additional services, additional fees may apply. Customer acknowledges that it will be charged in accordance with the rates and plans listed on Appendix A-1, attached hereto and incorporated herein, plus any and all additional charges as may be set forth in the Terms of Service.

Note 2: See quote and other documents attached hereto as Appendix A-1 for specific details related to Services ordered.

Appendix A-1

Service Locations and Specifics
(Each location MUST have detailed information in order for services to be provided.)
(List additional locations/details on a separate sheet if needed.)

OMNIA Partners and Region 4 Education Service Center

Telecommunication Wireline, Wireless, IoT, Unified & Data Communications

RFP 24-11

Submitted to: OMNIA Partners and Region 4 Education Service Center

Submitted by:
Granite Telecommunications, LLC
Address: 1 Heritage Dr.
Quincy, MA 02171
POC: Katherine Anderson
Phone: (617)837-4838
Email: govtproposals@granitenet.com
Fax: (617) 328-0312

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Granite Telecommunications, LLC
100 Newport Avenue Ext.
Quincy, MA 02171
www.granitenet.com
Customer Service: 866-847-5500

16 January 2025

Attention: Region 4 Education Service Center
Reference: RFP 24-11

Dear OMNIA Partners and Region 4 Education Service Center,

Granite Telecommunications, LLC ("Granite"), is pleased to provide its proposal to Region 4 Education Service Center ("Region 4 ESC") in response to the referenced Solicitation, entitled Request for Proposal (RFP) for Telecommunication Services. Granite has the experience, capability, and resources necessary to provide the services requested. Further information about Granite, its service offerings and capabilities are included on Granite's website at www.granitenet.com.
Please note: the following specific contract clarifications, conditions, and assumptions shall apply.

1. Granite's representations and certifications have been completed electronically at https://sam.gov.
2. This proposal shall remain valid for a period of 120 days from the date of this letter.
3. Any items not expressly covered in the resulting contract are subject to the general terms and conditions of service set forth at www.granitenet.com/legal.
4. This proposal contains proprietary information, trade secrets, and other information that should not be released publicly. Granite reserves the right to redact to this information prior to public release.

If you have any questions or require additional information, please contact Katherine Anderson at (617)837-4838 or via email at govtproposals@granitenet.com. We look forward to working with you.

Sincerely,

Katherine Anderson

Katherine Anderson | Government Proposal Specialist
Granite Telecommunications, LLC

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OFFER AND CONTRACT SIGNATURE FORM

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 on the Deviation Form submitted with the request for proposal.

Company Name	Granite Telecommunications, LLC.
Address	1 Heritage Dr.
City/State/Zip	Quincy / MA / 02171
Telephone No.	866-847-1500
Email Address	GovtProposals@Granitenet.com
Printed Name	Ryan Goldrick
Title	AVP, Contracts and Compliance
Authorized signature	

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term_____to _____

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

_____ _____

Region 4 ESC Authorized Board Member Date

_____

Print Name

Purchase Price

Availability of Services and Pricing

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 Telecommunication Services offering with the following considerations:

a. Granite has provided its pricing for Telecommunication Services as,
b. **Granite Telecommunications for 24-11 Region 4 ESC OMNIA Partners.xlsx**
c. Pricing is provided for all requested products and services at “Not to Exceed” or “Ceiling” rates
d. Standard shipping is included in all offered pricing at no additional cost to the customer; expedited shipping will be separately assessed and charged as applicable.
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 significant discount beyond the listed price due to our vast underlying agreements with every major carrier and bandwidth provider in the US, in addition to our own nationwide backbone network. 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 to those currently offered by Granite on the General Services Administration, Multiple Award Schedule Agreement (Contract Number: GS-35F-208BA) and those currently offered by Granite on the OMNIA Partners, Public Sector Contracts (Contract Numbers: R200901 and 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, anytime 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. h. All future products and services added to this schedule will be offered in a similar format and rates to those products and services currently offered by Granite on the General Services Administration, Multiple Award Schedule Agreement (Contract Number: GS-35F-208BA) and OMNIA Partners, Public Sector Contracts (Contract Numbers: R200901 and 01-99).

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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

Describe how customers verify they are receiving the correct contract pricing.

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, Multiple Award Schedule (Contract Number: GS-35F-208BA), as well as similar rates as those currently offered by Granite on the OMNIA Partners, Public Sector Contracts (Contract Numbers: R200901 and 01-99).

What is the invoicing process?

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. Cards incur a 2% fee, but government customers are exempt from that fee.

How will price updates be handled?

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.

Granite has the knowledge, capability, and experience in providing a comprehensive suite of telecommunications services to public and private sector customers through nationwide purchasing organizations. With competitive pricing, a dedicated account team, and a national footprint, Granite has proven through years of exponential growth, that we excel at providing unified services to dispersed enterprises across the United States. Region 4 ESC and its eligible entities will receive a service provider who is well versed in providing internet service to cost-conscious organizations who want to deliver innovative solutions to their customers. This is proven through our track record of sales through Granite’s existing OMNIA Partners, Public Sector Contracts (Contract Numbers: R200901 and 01-99) since 2019.

Granite is built on our reputation of delivering the products and services our customers need on time and on budget. We understand that our customers now have more choices than ever when selecting service providers. Accordingly, we strive to consistently meet Region 4 ESC and OMNIA Partners needs in order to act as a single provider for all telecommunications needs to all of its end-users. It is Granite’s goal to provide first-class service so that each of every single one of our customers is given the true level of service they deserve. Participating Public Agencies will continue to benefit from Granite’s competitive pricing based on wholesale agreements with underlying carriers while also maintaining the valuable features of a small business, with an emphasis on customer accessibility.

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Reputation of Granite

What is the vendor's reputation in the industry?

Granite prides itself on customer service and experience which we measure with the Net Promoter Score to monitor on-going customer satisfaction. We use this metric as one of our main indicators of sufficient solution performance.

The Net Promoter Score ("NPS") is an index ranging from -100 to 100 that measures the willingness of customers to recommend a company's products or service to others. With an unprecedented average call answer time of less than eight (8) seconds, our Concierge Customer Care team in New England is what allows Granite to stand out with an industry-leading Net Promoter Score of 55. This measurement is tracked on a quarterly basis.

Granite is one of the premier telecommunications solutions providers for businesses across the United States and Canada. With unparalleled North American coverage, Granite is the leading corporate phone service provider to multi-location companies through our scalable solutions, customized to manage all your local, regional and national locations. Granite is one of the largest providers of communication services in the commercial sector serving 85 of the top Fortune 100® companies including considerable national entities such as Amazon, Apple and Walgreens among others. Granite is a true national network of phone and internet services whereas other large telecommunication companies principally operate on a regional basis. This national differentiator will be an important factor for federal agencies as it enables Granite to provide unmatched cost savings, improved connectivity and services and ease of convenience for government employees. Through long-term commercial wholesale contracts, Granite offers dial-tone, infrastructure solutions, advanced data services, broadband, and security services to our customers at significant savings. Enjoy on-line location pre-qualification, order entry, order tracking and revenue reporting along with premier account managers.

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Are the vendor's products/services well-regarded?

Granite is the recipient of many top awards that showcase a commitment to excellence in the industry amongst our peers, who many times are also Granite customers, Granite partners, and industry competition. Notable awards include the below but are not limited to:

• Verizon Top Honors | Most Innovative 2023

• Verizon Top Honors | Most Wireless Growth | 2022

• Internet Telephony SD-WAN Product of the Year | 2023

• TMC Internet Telephony Product of the Year for EPIK | 2023

• ChannelVision 2023 Visionary Spotlight, Top Innovation Award (FlexEdge)

• ChannelVision 2023 Innovation in MultilocationBusiness Technology Deployment

• Cradlepoint Partner of the Year | 2021, 2022, 2023

• Juniper 2022 Elevate Award

• Fortinet SD-WAN Partner of the Year | 2022

• Spectrum Spotlight Award Winner | 2022

• USPS Supplier Excellence Award Winner

• Walmart Vendor of the Year

• General Motors – Best in Class Global Telecom Supplier

Granite has relationships with over 200 providers in addition to providing its own network; yet, through a partnership spanning more than two decades, Granite has emerged as a leading partner for Verizon, leveraging its network to provide world-class voice, data and internet solutions to multifacility customers. Highlighting the success of this collaboration, Granite has been honored with the following awards:

• 2022 Most Wireless Growth: As the frontrunner among Verizon Partner Solutions (VPS) partners in year-over-year expansion, Granite's prowess extends across Fixed Wireless Access (FWA), Machine-to-Machine (M2M), and Internet of Things (IoT) domains, reaffirming its leadership in business wireless solutions.

• 2023 Most Innovative: This award recognizes Granite's continuous dedication to transforming the telecommunications landscape. Notable accomplishments include accelerating and driving FWA use cases to enhance unit growth in both 5G and 4G LTE, leading VPS partners in accelerating Ethernet, IDE, and FTTI growth, and maintaining unparalleled levels of service excellence. Granite's proprietary technologies, such as EPIK and FlexEdge, exemplify its commitment to pioneering advancements that redefine industry standards.

"These awards underscore the hard work, dedication, and innovative spirit of the entire Granite team. This recognition is testament to our commitment of delivering cutting-edge solutions that foster growth, enhance connectivity, and provide unparalleled value to our customers." – Rob Hale, Granite CEO

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REFERENCES	
Park University	
Point of Contact	Ken Falter
Phone Number	(816)584-6450
Address	8700 NW River Park Dr. Parkville MO 64152
Email	KFalter@Park.edu
Project Start Date	2017-Present
Services Provided	POTS/SIP, Broadband
Alabama Farm Credit	
Point of Contact	Tanya Carter
Phone Number	(724)228-8820
Address	1740 Eva Rd, NE, Cullman, AL, 35055
Email	Tanya.Carter@AlabamaFarmCredit.com
Project Start Date	2016 - Present
Services Provided	SIP, DIA, PRI, POTS
Baruch Senior Ministries	
Point of Contact	Alyssa Sass
Phone Number	(269)428-0715
Address	3196 Kraft Ave SE Suite 203, Grand Rapids, MI 49502
Email	alyssa.sass@baruchsls.org
Project Start Date	2020 - Present
Services Provided	DIA
Brown & Brown Insurance	
Point of Contact	Patti Barnes
Phone Number	(469)459-3634
Address	220 S Ridgewood Ave #180, Daytona Beach, FL 32114
Email	pbarnes@bbins.com
Project Start Date	2019 - Present
Services Provided	DIA, Broadband
Calpine	
Point of Contact	Tonya Rhodes

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Phone Number	(832)325-0821
Address	717 Texas St, Suit 1000, Houston, TX 77002
Email	Tonya.Rhodes@Calpine.com
Project Start Datez	2017- Present
Services Provided	DIA, Mobility
Carrier Enterprise	
Point of Contact	Jose Luis Granda
Phone Number	(305) 558-8431
Address	5010 Campuswood Dr, Suite 100, East Syracuse, NY 13057
Email	Tonya.Rhodes@Calpine.com
Project Start Date	2015- Present
Services Provided	Broadband, DIA, MS, Mobility, POTS
City of Poughkeepsie	
Point of Contact	Al Gernhardt
Phone Number	(845)451-4024
Address	62 Civic Center Plz, POUGHKEEPSIE, NY 12601
Email	agernhardt@cityofpoughkeepsie.com
Project Start Date	2023- Present
Services Provided	DIA, SIP, POTS
Global Medical Response	
Point of Contact	Alexander W. Turner
Phone Number	(371)734-9887
Address	6363 S. Fiddlers Green, Englewood, CO 80111
Email	Alex.Turner3@gmr.net
Project Start Date	2020- Present
Services Provided	Broadband, DIA, MPLS, MS, Mobility, POTS

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Higginbotham	
Point of Contact	Arthur Eastes
Phone Number	(817)986-0182
Address	500 W 13th St, Fort Worth, TX 76102
Email	AEastes@higginbotham.net
Project Start Date	2023- Present
Services Provided	Broadband, DIA

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Supplier Response

Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Granite Telecommunications (hereafter "Granite") started in 2002 as a Plain Old Telephone Service (POTS) reseller. As the telecommunications market has shifted and changed over the years, Granite has evolved to meet each new market demand. Granite's successes with POTS lines enabled the partnerships and technology necessary for Granite to offer a variety of contemporary products (e.g., cloud and data services). We now provide our customers with access to our private Multiprotocol Label Switching (MPLS) network and the newest SD-WAN technologies. Our focus today is to bring its existing customers and partners into the next generation by acting as a single source provider for all commercial and government voice and data needs, offering legacy services, IP based services, data services, and network integration services. Granite's services include the following:

- IP Voice & Data, including MPLS, SIP, & Hosted PBX
- Dedicated Internet & Broadband Services
- Business Security
- Network Integration
- Wireless Voice & Data
- Managed Services, including Wi-Fi
- Local & Long Distance

Granite has grown every year, winning business away from the larger, incumbent carriers because we know that one-size-fits-all is not an approach that works for communications.

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The company has an annual revenue of more than $1.85 Billion and over 2,000 employees. Our teammates will work with the Region 4 ESC to design and deploy a communication platform that will meet its unique needs and requirements. Granite is electronically bonded to the systems of all major Regional Bell Operating Companies (RBOCs), Incumbent Local Exchange Carriers (ILECs), CLECs, and cable and satellite companies worldwide.

Granite is built on our reputation for delivering the products and services our customers need on time and on budget. We understand that our customers now have more choices than ever when selecting service providers. Accordingly, we strive to consistently meet our customers' needs to act as a single provider for all telecommunications needs. It is Granite's goal to provide first-class service so that each of every single one of our customers is given the true level of service they deserve.

Standing amongst AT&T, Verizon, and other carriers, Granite has been granted the opportunity by the United States General Services Administration (GSA) to provide communications services to the US Government. Since then, we have offered a broad portfolio of communications services through this contract, from analog voice to hosted voice and collaboration tools. Granite has experience providing solutions to municipalities, government agencies, and educational institutions.

B. Total number and location of salespersons employed by Supplier.

Granite has more than 2,500 employees with 10 offices nationwide.

C. Number and location of support centers (if applicable) and location of corporate office.

Granite's corporate office is located in Quincy, MA. Additional support centers are in Lincoln, RI; West Palm Beach, FL; McLean, VA; New York, NY; Philadelphia, PA; Atlanta, GA; Dallas, TX; Orlando, FL; Murfreesboro, TN; and Chicago, IL.

D. Annual sales for the three previous fiscal years.

a. Submit FEIN and Dunn & Bradstreet report.

Granite is able to maintain its status over the years as a privately held, zero-debt, zero-acquisition firm with currently over $1.85B in annualized revenue, surpassing the $1.7B in 2022 and &1.6B in 2021. Granite will provide its FEIN (04-3643290) and has provided its Dunn & Bradstreet report within the attachments.

E. Describe any green or environmental initiatives or policies.

In our continued effort toward good corporate citizenship, Granite is committed to 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 have always been the Company's most valuable natural resource. With Granite Goes Green ("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.

Granite's positive environmental impact stems from the encouragement of carpooling with dedicated "Greening Spots" available only to vehicles with two or more commuters, hybrid car parking, and our T-Pass program that allows employees to save taxes on the

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cost of commuting as well as help the environment. If awarded, Granite will make every best effort to report on requested environmental practices.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Granite makes every effort to promote a diverse workplace. Through company initiatives like WE CAN, Granite Rock Out, and CANDID, Granite strives to celebrate the valuable differences of race, gender, and orientation in our employees. WE CAN (Women Empowered through Collaboration, Appreciation, and Networking) recently raised awareness for domestic violence warning signs while Granite Rock Out provided transportation to the Pride parade. CANDID (Community Awareness Networking Diversity Inclusion Development) hosts bi-weekly meetings to spread the importance of representation in our communities. Our organizations take pride in community outreach in addition to their activities within the company. If awarded, Granite will make every best effort to report on requested diversity initiatives.

Granite's demographics include women filling a quarter of our positions, for both employees and management. Granite is headquartered in Quincy, MA, a city with 63% Caucasian, 5% African American, 3% Hispanic, and 28% Asian population. The city's racial demographics are close to Granite's employee demographics.

Granite Telecommunications, being a Competitive Local Exchange Carrier (CLEC), is obligated to utilize our existing wholesale-interconnections agreements in place with the underlying carriers. The underlying carrier will utilize existing staff to complete any wiring, installation, or activation labor necessary. As such there are no additional opportunities to hire any individuals of any kind. In the event a subcontractor is required for installation, repairs, or otherwise during the life of the contract, Granite will consider MBE enterprises first.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes No **X**

If yes, list certifying agency: n/a

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No **X**

If yes, list certifying agency: n/a

c. Historically Underutilized Business (HUB)

Yes No **X**

If yes, list certifying agency: n/a

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No **X**

If yes, list certifying agency: n/a

e. Other recognized diversity certificate holder

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Yes No **X**

If yes, list certifying agency: n/a

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Granite does not intend to use any subcontractors or affiliates when providing our proposed services. In the event a subcontractor is required for installation, repairs, or otherwise during the life of the contract, Granite will consider MBE enterprises first.

I. Describe how supplier differentiates itself from its competitors.

Granite, a Competitive Local Exchange Carrier (CLEC), provides enterprise-wide telecommunications solutions using an industry-leading support platform, a single, customizable invoice, and a well-established customer service team, which includes a single point of contact and a dedicated Premier Manager (PM).

Granite provides telecommunications services, including voice services (POTS and ISDN PRI), VoIP services (Hosted Voice, Hosted PBX, SIP Trunking, and EPRI), Broadband (DSL, Cable Modem, Satellite, and Mobility), managed services (such as WiFi, Firewall, Switch, Router/Router and VPN, and SD WAN), Dish television, and Cellular. Granite can provide dedicated Internet (T1, EoC, FE, GE), long distance (both switched and dedicated), inside wiring, alarm and other related services to multi-location commercial businesses and Government agencies. Granite is licensed to provide telephone services for all CONUS locations, Hawaii, Alaska, and Canada.

Our unmatched partnerships with the CLECs and ILECs, and satellite and cable providers, allow us to provide our customers with immediate and accurate responses to all issues or questions. At Granite, your account will be assigned to a Premier Account Manager who will be your single-point-of-contact for all your account needs. Your Premier contact can assist with the troubleshooting and resolution of technical issues, purchasing, billing, delivery, and any other issues that may arise. Our U.S.-based help personnel ensure a timely resolution, answering every call within an average of eight seconds.

Granite also provides our customers with a tool for managing their accounts known as *Rock Reports*. *Rock Reports* is a web-based tool available through Granite's online portal for tracking trouble tickets, service requests, billing statements and for viewing your specific network topology, with drill-down technology allowing for a granular view into your unique environment.

Because Granite is electronically bonded to all the major underlying carriers, our computer systems tie directly into the carrier's system to automate high-volume transactions, resulting in faster, more accurate ordering and trouble reports. This Granite network consolidation and efficiencies are passed on to our customers by way of cost savings, automated ordering, and improved trouble reporting to speed service restoration.

Perhaps most importantly are our flexible billing options, setting Granite apart from our competition through our consolidated single solution. Granite consolidates multiple vendor invoices into a single bill at the corporate (parent) level or can bill separately by individual location, department, and general ledger/cost center code (child) level,

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allowing for easy integration into a customer payment system. The billing can integrate directly with an existing EDI software program.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Granite has been involved in a number of actions during its time of operations; of a number and nature consistent with a company of its age (approx. 21 years), size (approx. 2,500 employees) and scope (providing services to 10,000+ enterprises throughout the US and Canada). All such actions have been civil in nature and in no such action was Granite found responsible. None of the actions impacted, or risks impacting, Granite's ability to provide service to our customers. Additionally, there have been no bankruptcies, reorganizations, or investigations of the entity or current officers and directors.

K. Felony Conviction Notice: Indicate if the supplier

a.is a publicly held corporation and this reporting requirement is not applicable;

b.is not owned or operated by anyone who has been convicted of a felony; or

c.is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Granite is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

Granite has been involved in a number of actions during its time of operations; of a number and nature consistent with a company of its age (approx. 21 years), size (approx. 2,500 employees) and scope (providing services to 10,000+ enterprises throughout the US and Canada). All such actions have been civil in nature and in no such action was Granite found responsible. None of the actions impacted, or risks impacting, Granite's ability to provide service to our customers. Additionally, there have been no bankruptcies, reorganizations, or investigations of the entity or current officers and directors.

3.2 Distribution, Logistics

A. Each supplier awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Granite has included a full detailed list of all proposed services in **Attachment A - Region 4 Contract Price List**. Below is an overview of the line of products Granite is proposing:

Granite provides telecommunications services, including voice services (POTS and ISDN PRI), VoIP services (Hosted Voice, Hosted PBX, SIP Trunking, and EPRI), Broadband (DSL, Cable Modem, Satellite, and Mobility), managed services (such as WiFi, Firewall, Switch, Router/Router and VPN, and SD WAN), Edgeboot, EPIK, and Cellular. Granite can provide dedicated Internet (T1, EoC, FE, GE), long distance (both switched and dedicated), inside wiring, alarm and other related services to multi-location commercial businesses and Government agencies. Granite is licensed to provide telephone services for all CONUS locations, Hawaii, Alaska and Canada.

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Granite continues to grow and expand into new products offerings and markets that provide more value to our clients, as such, Granite will make updates to its price list.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

With its nationwide service area and extensive experience implementing service solutions in a variety of industry applications, Granite is well-positioned to provide a host of telecommunications solutions. Granite will deliver the requested services through its agreements with a variety of Local, Regional, and Independent Exchange Carriers, in addition to its own proprietary network, allowing for unsurpassed network to network integration across the US. Granites nationwide distribution network model is based out 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.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

To ensure that customers can verify they receive the best Contract price available, Granite will deliver the same rates as those currently offered by Granite on the General Services Administration, Multiple Award Schedule (Contract Number: GS-35F-208BA), as well as the similar rates as those currently offered by Granite on the OMNIA Partners, Public Sector Contracts (Contract Numbers: R200901 and 01-99).

Granite has implemented controls and checkpoints throughout the quoting and ordering lifecycle, to ensure that our customers receive compliant contract pricing:

1. **Contract Award**
   - When Granite is awarded a new cooperative purchasing vehicle, a dedicated Contract Specialist is assigned, who will:
     - Enter the contract details into Granite's tracking systems
     - Create a "Contract Summary" guide to capture any special processes related to quoting, ordering, etc.
       - This guide is distributed to all Sales, Pricing and Operations teams that will interact with the contract
       - These guides are refreshed and distributed periodically to account for any contract updates
2. **Quoting**
   - Granite's quoting system uses an intake form which includes a field for the applicable contract
     - If a customer intends to use a contract for their purchase, Granite's sale team will select the applicable contract in their pricing request
   - All contract-based quotes are assigned to Granite's Government Pricing team

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o This is a team of >30 Pricing Analysts who are trained in the nuances of contract compliance

- Upon receipt of a quote request, the Government Pricing team will:
  - Prepare a quote that complies with the requested contract's price list and formatting requirements
  - Add the applicable contract number to the quote, so that it is clearly identified as being affiliated with the contract
  - Contact the applicable Contract Specialist with any questions regarding compliance

3. Order Receipt

- When orders are received, they are entered into a ticketing system and reviewed by two teams:
  - Granite's Contracts team
  - Granite's Client Services (Premier) team
- If the order is affiliated with a contract, the Contracts Team will:
  - Verify that the quote is priced according to the contract, or request any necessary adjustments before the order is processed
  - Enter the order details into our trackers, so that it is tracked and reported against the applicable contract
- If the order is affiliated with a contract, the Client Services team will:
  - Create a billing ticket to ensure the quoted pricing is implemented
  - Serve as the primary point of contact for any billing questions or clarifications over the life of the order

All quoting, ordering and billing under the OMNIA Partners and Region 14 ESC agreement will occur directly between Granite and the customer, ensuring that any quotes issued under this contract will be vetted through the above process.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

With its nationwide service area and extensive experience implementing service solutions in a variety of industry applications, Granite is well-positioned to provide a host of telecommunications solutions through its agreements with a variety of Local, Regional, and Independent Exchange Carriers, in addition to its own proprietary network, allowing for unsurpassed network to network integration across the US.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Granites nationwide distribution network model is based out 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 will be ready to meet the call

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

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Granite requests that its client references in **References and Experience** not be available on the website as we value keeping our customer information confidential

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Within the first 90 days of the award, Granite will execute a comprehensive marketing strategy in collaboration with OMNIA Partners to best suit the intent of Region 4 ESC's contract. To help proactively ensure this strategy is achieved, Granite has already gained stakeholder buy-in from its entire C-Suite, to include its CEO, Rob Hale.

To assist the Sales and RDM team in driving results, Granite will help produce training artifacts during these first ninety days to ensure that all materials are developed and will additionally serve as the communication entity between necessary stakeholders and Region 4 ESC and OMNIA Partners during development. The following table demonstrates Granite's 30, 60, and 90-day marketing strategy for Region ESC 14 and OMNIA Partners:

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:
• Stakeholder buy-in from C-Suite down to the Sales team(s) • Stakeholder alignment • Project kickoff for training artifacts with Granite University (Artifacts will cover the procurement process, the value of the contract, key features and more) • Detailed project plan for artifact completion • Communication plan for status updates and project alignment • Provide Granite logos and available marketing	• Project completion for training artifacts • Strategy development for training and artifact roll-out to end-users (Sales & RDM) • Roll-out to end-users (Sales & RDM) • Detailed project plan for training artifact completion • Granite marketing to create a co-branded customer-facing website, tear sheets and marketing slicks to highlight contract benefits and Granite's offer	• Granite to provide training and coaching to Sales and RDM on artifacts • Incorporate end-user feedback for artifact improvement • Granite marketing to roll-out co-branded customer-facing website, tear sheets, and marketing slicks to highlight contract benefits and Granite's offer • Granite to provide ongoing training and coaching to Sales and RDM

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collateral to Region 4 ESC and OMNIA		• Continuous incorporation of feedback for ongoing process improvement • Marketing the agreement at events, conferences, tradeshows using produced materials

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- ***OMNIA Partners standard logo;***
- ***Copy of original Request for Proposal;***
- ***Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;***

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- ***Summary of Products and pricing;***
- ***Marketing Materials***
- ***Electronic link to OMNIA Partners' website including the online registration page;***
- ***A dedicated toll-free number and email address for OMNIA Partners***

Within the first 90 days of the award, Granite will execute a comprehensive marketing strategy in collaboration with OMNIA Partners to best suit the intent of Region 4 ESC's contract. To help proactively ensure this strategy is achieved, Granite has already gained stakeholder buy-in from its entire C-Suite, to include its CEO, Rob Hale.

To assist the Sales and RDM team in driving results, Granite will help produce training artifacts during these first ninety days to ensure that all materials are developed and will additionally serve as the communication entity between necessary stakeholders and Region 4 ESC and OMNIA Partners during development. The following table demonstrates Granite's 30, 60, and 90-day marketing strategy for Region ESC 14 and OMNIA Partners:

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Granite's 30-Day Achievements:	Granite's 60-Day Achievements:	Granite's 90-Day Achievements:
• Stakeholder buy-in from C-Suite down to the Sales team(s) • Stakeholder alignment • Project kickoff for training artifacts with Granite University (Artifacts will cover the procurement process, the value of the contract, key features and more) • Detailed project plan for artifact completion • Communication plan for status updates and project alignment • Provide Granite logos and available marketing collateral to Region 4 ESC and OMNIA	• Project completion for training artifacts • Strategy development for training and artifact roll-out to end-users (Sales & RDM) • Roll-out to end-users (Sales & RDM) • Detailed project plan for training artifact completion • Granite marketing to create a co-branded customer-facing website, tear sheets and marketing slicks to highlight contract benefits and Granite's offer	• Granite to provide training and coaching to Sales and RDM on artifacts • Incorporate end-user feedback for artifact improvement • Granite marketing to roll-out co-branded customer-facing website, tear sheets, and marketing slicks to highlight contract benefits and Granite's offer • Granite to provide ongoing training and coaching to Sales and RDM • Continuous incorporation of feedback for ongoing process improvement

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		• Marketing the agreement at events, conferences, tradeshows using produced materials

Granite has numerous regional sales offices with state government focused sales staff dedicated to various territories. The staff in our sales offices includes Business Development Representatives, Sales Engineers, and Network Techs. Our sales team is focused primarily on customer outreach and looks to leverage our established cooperative purchasing contracts to assist all eligible users. Additionally, Granite Business Development Representatives regularly attend trade conventions where we promote our ability to deliver service through said service agreements using our marketing materials and word-of-mouth. Granite's presence nationwide is continuing to grow through brand awareness at conferences and exhibitions. Granite currently exhibits to over 40 shows throughout the US, across all verticals including the public sector. At tradeshows, Granite considers involvement with sponsorships, panels, and co-branded events. Granite's sales teams are ready to establish new relationships while nurturing their existing clients through print and digital media as well. For Granite's existing contracts, we meet once a month with OMNIA and discuss ongoing marketing initiatives (case studies, collateral, promotional campaigns, etc.).

Additionally, Granite can easily set up a web-based homepage by establishing and maintaining a dedicated contract page on its website, specific to the services awarded under the Contract to support eligible customers.

This site will be developed and published within 90 days of the contract effective date, and will include information such as:

- The contract title, number, and period of performance
- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners
- Point of contact information for:
    - Quoting and ordering
    - Contractual questions
    - Customer service

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional

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and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Granite will continue to market to the full extent allowable by Region 4 ESC including but not limited to website, email, and marketing materials (brochures, hand-outs, flyers, etc.). Please see list of current national cooperative contracts below:

- OMNIA Partners, Public Sector – Unified Communications as a Service (UCaaS)
- OMNIA Partners, Private Sector – Unified Communications as a Service (UCaaS)
- OMNIA Partners, Public Sector (Previously NCPA) - Telecommunication Services
- Equalis Group – Communications Products & Services
- TIPS – Technology Solutions Products and Services
- CCCS – Telecom Solutions

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Granite agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

Granite confirms that it will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners.

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

Granite confirms that it will train its national sales force on the Master Agreement. Granite has approximately 29 sales representatives dedicated to working with State, Local, and Education (SLED) customers. OMNIA Partners will have this team focused on assisting customers and ensuring that this contract is offered as a purchasing path for eligible users whenever possible.

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The following resources will be made available to educate this sales team on using and promoting the contract:

1. Internal Reference Materials:

Granite creates and maintains standardized internal guides for each purchasing vehicle we are awarded. This guide, called a "Contract Summary Sheet," is an internal resource that serves as a reference material for the teams supporting our master agreements.

Within 60 days of contract award, Granite will finalize a Contract Summary Sheet for this Master Agreement, which will include (at minimum) the following information:

- Basic contract details such as:
  - Contract Number and Title
  - Period of Performance
  - Key Points of Contact (At Granite, and OMNIA Partners)
  - Eligible Products and Services
  - Eligible Users
- A guide to the quoting and ordering process
- Any special terms regarding delivery and performance
- Informational resource links, including:
  - A hyperlink to OMNIA Partners' website and resource pages
  - A hyperlink to Granite's dedicated web page for the contract

Granite's Contract Summary Sheet will be refreshed as changes are made to the contract (point of contact updates, terms extensions, etc.), and stored in a SharePoint repository where they will be constantly available to Granite's sales and operations teams.

2. On-Call Support and Guidance from Granite's OMNIA Contract Specialist:

As a standard practice, Granite assigns a dedicated Contract Specialist upon award to support contract administration, as well as sales and ordering activities. Granite's Contract Specialists are trained in state and local purchasing practices, and thoroughly versed in the sales, quoting and ordering processes of their assigned contracts.

Granite's assigned Contract Specialist for this agreement has 7+ years' experience in state and local procurement and manages all of Granite's nationwide cooperative purchasing vehicles (including Granite's existing OMNIA Partners contracts). This Contract Specialist will be available to consult with sales team members as needed to facilitate deals and successfully drive business through our contract.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

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Executive Support - Greg Giambalvo, Vice President ggiambalvo@granitenet.com | 561-868-8114

Marketing - Lauren Grenier, Marketing Director lgrenier@granitenet.com | 617-837-5290

Sales - Amy Cordes, Regional Vice President acordes@granitenet.com | 561-868-8111

Sales Support – Matthew Defiglio, Director of Sales mdefiglio@granitenet.com |561-475-3743

Financial Reporting – Anastasia Foerschner, Government Contracts SLED Team Lead afoerschner@granitenet.com | 571-570-4275

Accounts Payable – Anastasia Foerschner, Government Contracts SLED Team Lead afoerschner@granitenet.com | 571-570-4275

Contracts - Ryan Goldrick, AVP of Government Contracts and Compliance rgoldrick@granitenet.com | 617-837-5739

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Granite has dedicated sales and account managers broken out by varying distinctions, usually by region and industry type. This means that each customer gets the expertise of our sales professionals through knowledge of industry/regional trends. Granite uses its Premier Account Manager as the focal point for coordination and collaboration for its service force. Utilizing teams dedicated to each need within a service. The Premier Account Manager who is assigned to an order is able to consolidate resources/information from these internal teams interacting with underlying carriers/providers. We have 29 representatives focusing on SLED, divided into:

- 16 Business Development (focused on winning new prospects)
- 13 Relationship Development (focused on growing existing customers)

Granite's highest-level executive in charge of the public sector sales team is Greg Giambalvo, GGiambalvo@granitenet.com, 561-868-8114.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Granite is prepared to serve all participating entities for services proposed and described in its response. Granite is a registered provider in all 50 united states and files all required tax filings.

Granite has numerous regional sales offices with state government focused sales staff dedicated to various territories. The staff in our sales offices includes Business Development Representatives, Sales Engineers, and Network Techs. Our sales team is focused primarily on customer outreach and looks to leverage our established cooperative purchasing contracts to assist all eligible users. Additionally, Granite Business Development Representatives regularly attend trade conventions where we promote our ability to deliver service through said service agreements using our marketing materials and word-of-mouth. Granite's presence nationwide is continuing to grow through brand awareness at conferences and exhibitions. Granite currently exhibits over 40 shows

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throughout the US, across all verticals including the public sector. At tradeshows, Granite considers involvement with sponsorships, panels, and co-branded events. Granite's sales teams are ready to establish new relationships while nurturing their existing clients through print and digital media as well.

Granite's Contracts team enters the order and account details into the appropriate trackers so that the order is tracked and reported against the applicable contract then the Client Services team will request a Special Pricing summary from the Pricing Analyst that prepared the quote and use the Special Pricing summary to ensure billing is set up correctly. The Client Services team will then work with the customer point of contact to provide order updates and coordinate any tech dispatches or additional support measures necessary to ensure a smooth rollout. Granite is electronically bonded with its carrier partners, therefore not involvement from other parties is necessary. All ordering is accomplished by Granite.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year.

Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

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.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Granite offers our customers an online account management and billing that can analyze billing data, interface dashboards and tools for reporting. Region 4 ESC will be able to use Rock Reports to run a variety of standard reports, e.g., usage reports, as well as reports customized by Granite to fit the customer's specific needs, e.g., zero-usage reports, summary of charges by destination or department, traffic studies, etc. Granite provides unlimited, free-of-charge access to Rock Reports, which may be accessed 24/7/365 through Granite's website. In addition to a highly customizable home page that can be configured to show Region 4 ESC commonly referenced information, Rock Reports also has several other tabs that can be used to look up billing, inventory, repair, service, and network health information. Reporting capabilities through this portal (as well as all other functionalities involving Rock Reports) will be provided to Community Action completely free of charge.

Additionally, Granite utilizes a system called Cornerstone which is an internal system used for:

- Opening and tracking tickets for requests and issues
- Billing inventory
- Provides payment history and details
- Housing the customers Invoice
- Phone line and telecom inventory

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Granite, Microsoft and MetaSwitch have formally entered an agreement for Teams Integration, testing and certification is underway, we are just finishing up these steps in the formal process. Granite's application provides Outlook and CRM/productivity integration, click to dial from outlook, and access to incoming calls, contacts, and the option for one click integration with CRM tools, such as SalesForce

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one

$_____.00 in year two

$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

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 acknowledges that to the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Granite will work with Region 4 ESC and OMNIA 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 government team consists of over a century's worth of Government contracting, sales, engineering, and project management

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experience and will ensure Public Agencies are treated with the care and attention they deserve—from quote, to provisioning, to install.

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Quality of Goods and Services

How does the vendor ensure product/service quality?

Granite honors the proposed hardware's manufacturer's warranties meaning that should customers encounter an issue with any hardware, Granite will exchange it at absolutely no cost. Once paid off and no longer under contract, the devices will fall under the ownership of the customer. Granite will happily replace any handset for a discounted cost with receipt of the broken hardware. Please see Granite's General Terms and Conditions of Service for more information.

For services, Granite warrants that any Services will be performed in a professional manner pursuant to generally accepted industry standards and practices for similar Services. Granite's service-level commitments vary by service and are available at www.granitenet.com/legal.

Describe how supplier responds to emergency orders.

The Premier Account Manager, as the single point of contact for all support, allows a level of responsiveness for account management that is unsurpassed in the industry. Region 4 ESC can place orders via e-mail or via phone with their assigned Premier Account Manager. All move orders, add orders, and change orders are placed immediately. The Premier Account Team that supports the Premier Account Manager directly coordinates the managed installation of new facilities with underlying providers as well as all change management activity. Change management is done on a mutually agreed upon time schedule. Any changes that do not involve underlying last mile providers are typically done in twenty-four (24) hours.

What is the vendor's history of meeting delivery timelines?

Granite does not typically track equipment in stock as we mainly operate as a service provider. However, Granite always maintains a warehouse with reserve stock, however; Granite's proposed offering mainly consists of services which may not typically require physical delivery.

Our expert technicians and cutting-edge facilities are here to boost your operational efficiency and simplify your inventory management processes. With an 85,000 square foot mixed-use facility equipped with configuration labs, kitting stations, and ample warehouse storage, we are ready to handle all your equipment inventory needs. Our dedicated U.S. Warehouse team is well-equipped to handle the complexities of receiving, storing, allocating, and shipping equipment inventory for all our customer's projects.

How does the vendor handle returns and restocking?.

During the Implementation Phase of a project, Granite will establish desired inventory levels to be maintained to meet expected demand for each customer. We will also establish a Low Inventory Threshold which triggers the ordering of additional devices to replenish the Spare Inventory to the desired levels if needed. Granite can also manage a High Inventory Threshold which triggers recycling of returned devices. If a device needs to be returned to Granite, we will process a Service Ticket in our MMS/TEM system and send an RMA Kit to the End User. The RMA Kit will include the Carrier Return Label and Return Instructions. If the device is at our Mobile Depot, the Shipping Team will get a Service Ticket that includes the Carrier Return Label and ship the device to the Carrier. All of this is documented in the system in our Service Tracker ticketing system, and the mobile asset will be updated to reflect the change.

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Describe the customer service and problem resolution process.

Upon award of business, Granite assigns a complete premier account team. This team consists of a dedicated Premier Account Manager, Project Manager, MAC Manager, Billing Analyst, and a Solutions Engineer. The Premier Account Manager, as the single point of contact for all support issues, allows a level of responsiveness for account management that is unsurpassed in the industry. All move orders, add orders, and change orders are placed immediately. The Premier Account Team directly, via electronic interfaces, coordinates managed installation of new facilities with underlying providers.

These processes are further streamlined as Region 4 ESC can place orders via e-mail or via phone with its assigned Premier Account Manager. Information is updated live via Granite's secure website for Region 4 ESC's review. The Premier Account Manager will provide a weekly or "as needed" review with Region 4 ESC. Reporting on many aspects of Region 4 ESC's network is in real-time and the timely delivery of on-demand reporting gives Region 4 ESC network controls previously unattainable.

Granite will coordinate resolution efforts among all necessary parties and underlying third-party carriers for issues related to Granite-provided services or equipment. Granite representatives will follow the trouble ticket procedure and follow up with appropriate underlying carriers as needed to resolve problems to Region 4 ESC's satisfaction. Service levels, including the dispatch and response times of technical support and problem management personnel for repair, will be identical to the underlying carrier's Service Level Agreements, but will be heavily influenced (to Region 4 ESC's benefit) by Granite's escalation skills within that carrier's organization and this method usually results in faster completion and response times. Post resolution, Granite can also provide root cause analysis reports upon request.

Most Granite offices follow office hours between 8AM-5PM, in their local time zones, however Granite is staffed 24/7. Granite has dedicated teams for every deliverable telecommunication solution contains from specialized and general billing departments, service transition department, to public-sector focused engineers and service provisioners. Granite also provides industry-leading customer support, including its established single point of contact "Premier" program management model and Helpdesk, in addition to our trained in-house customer service team that is available 24/7/365.

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Provide ordering methods: online ordering, order tracking, search options, order history

Granite accepts orders through a variety of delivery methods, the most common being email. To be considered valid, orders must at minimum be provided in written format, reference the Region 4/OMNIA Partners master agreement number, must have been quoted according to the master agreement pricing, and any supplemental terms must be agreed to by both the customer and Granite.

Granite's standard order-level agreement is our Letter of Authorization, included in this response attachments. The Letter of Authorization authorizes Granite to deliver the quoted services to the customer, and contains all order details (e.g., rates, quantities, term length) and supplemental terms (SLAs, payment terms, etc.) that would apply to the quoted services.

After an Eligible User places their first order, a Premier Account Manager will be assigned to their account. The Premier Account Manager, as the single point of contact for all support, allows a level of responsiveness for account management that is unsurpassed in the industry. Eligible users can place Move/Add/Change/Delete (MACD) orders via e- mail or via phone with their assigned Premier Account Manager. All MACD orders are placed immediately. The Premier Account Team that supports the Premier Account Manager directly coordinates the managed installation of new facilities with underlying providers as well as all change management activity. Change management is done on a mutually agreed upon time schedule. Any changes that do not involve underlying last mile providers are typically done in twenty-four

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Extent to Which Granite Meets Region 4's Needs

Can the vendor provide all requested goods and services?

Granite is able to provide all requested services EXCEPT for Application control; Instant Messaging & Presence; Mass Notifications and Emergency Conferencing; Land Mobile Radio; BYOD; Management and Automation.

How will the vendor ensure smooth contract implementation?

Granite has extensive experience with the transition and implementation of telecommunications services for federal, state, and local government agencies, as well as corporate customers, of all sizes throughout our footprint. The keys to a successful transition are careful planning, ongoing communications, and accurate documentation to capture customer requirements precisely.

For Region 4 ESC Customers, the transition will require a structured implementation process, detailed cutover testing, and careful coordination of transition activities among all parties involved – Granite, Region 4 ESC Customers, the current service providers and phone system or other vendors – to ensure timely transition with no interruption of service.

Granite is committed to continuous quality and customer satisfaction and as is done routinely with its commercial customer base, Granite values customer input and will assess, track, and report any issues highlighted by the customer during the performance of the contract. Upon identification of issues, Granite will design and implement a Corrective Action Plan (CAP) that will be monitored and reported monthly. Granite's reports and quality metrics are available to view and download from our Rock Reports web portal or can be included as a deliverable under the contract. A performance scorecard format can be designed cooperatively at the program kick-off meeting between Granite and Region 4 ESC Customers.

Granite developed, owns, and operates a customer support system called Rock Reports. This proprietary portal is 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:

• Products – View your complete inventory by line item to include usage, charges, and discounts in a simplified and exportable format.

• Documents – An easy-to-use invoice management system that offers fully customizable reports, from broad, high-level summaries to granular reports on management or financial reporting needs. Want a different view? Granite will customize your billing free of charge.

• Trouble Tickets – Generate a trouble ticket online that is immediately directed to your dedicated Account Manager and Repair Team, who will begin working the issue immediately and keep you seamlessly informed during the resolution.

What is the vendor's capability to meet service and warranty needs?

Granite honors the proposed hardware's manufacturer's warranties meaning that should customers encounter an issue with any hardware, Granite will exchange it at absolutely no cost. Once paid off and no longer under contract, the devices will fall under the ownership of the customer. Granite will happily replace any handset for a discounted cost with receipt of the broken hardware. Please see Granite's General Terms and Conditions of Service for more information.

For services, Granite warrants that any Services will be performed in a professional manner pursuant to generally accepted industry standards and practices for similar Services. Granite's service-level commitments vary by service and are available at www.granitenet.com/legal.

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How will the vendor distribute products/services to meet nationwide needs?

With its nationwide service area and extensive experience implementing service solutions in a variety of industry applications, Granite is well-positioned to provide a host of telecommunications solutions. Granite will deliver the requested services through its agreements with a variety of Local, Regional, and Independent Exchange Carriers, in addition to its own proprietary network, allowing for unsurpassed network to network integration across the US. Granites nationwide distribution network model is based out 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.

Is the vendor an E-Rate Service Provider?

Yes, Granite staff has extensive experience working with the Universal Service Administration Co., 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.

Granite's SPIN: 143025539, FRN: 0006800221, TIN: 04-3643290, CAGE: 39NE4

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Granite's Past Relationship with Region 4

Has the vendor had a previous business relationship with Region 4?

Yes, Granite currently holds an OMNIA contract with Region 4.

Does the vendor have any conflicts of interest with any employees of Region 4 ESC

No, Granite is not aware of any conflict of interest across the relevant parties.

Compliance with Historically Underutilized Business (HUB) Laws and Rules

Does the vendor comply with HUB laws and rules?

Granite does comply with HUB laws and rules as applicable.

Total Long-Term Cost to Region 4

What is the long-term cost impact of the vendor's products/services?

Granite works to provide cost-effective, long-term solutions for each customer. e. To ensure that customers can verify they receive the best Contract price available, Granite will deliver similar rates to those currently offered by Granite on the General Services Administration, Multiple Award Schedule Agreement (Contract Number: GS-35F-208BA) and those currently offered by Granite on the OMNIA Partners, Public Sector Contracts (Contract Numbers: R200901 and 01-99).

How are future product introductions priced?

All future products and services added to this schedule will be offered in a similar format and at similar rate as those products and services currently offered by Granite on the General Services Administration, Multiple Award Schedule (Contract Number: GS-35F-208BA), as well as similar rates as those currently offered by Granite on the OMNIA Partners, Public Sector Contracts (Contract Numbers: R200901 and 01-99).

What standard price adjustments can be anticipated?

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

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Principle Business Location/Employee Count

Where is the vendor's principal place of business?

Granite was founded in Quincy, MA and its headquarters is currently positioned at 1 Heritage Dr., Quincy. Granite employs a small team in Texas that does not exceed 500 employees.

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Additional Relevant Factors

With its nationwide service area and extensive experience implementing service solutions in a variety of industry applications, Granite is well positioned to provide telecommunication services to customers nationwide. Granite can deliver the requested services through its agreements with a variety of Local Exchange Carriers (LECs) across the United States in addition to its own proprietary network, allowing for unsurpassed network to network integration across the United States. The telecommunication services that Granite can provide include as a minimum (but are not limited to):

✓ 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

Because Granite provides both TDM-based Services and IP-based services, Granite's support platform is set up to facilitate a "like-for-like" transition of services or a transformation to nextgeneration services at the schedule and pace dictated by the customer as time and budget allow. The value of this level of transition-transformation support is unsurpassed in the industry. Granite also owns and operates a nationwide SIP-based platform that supports our SIP trunking services. The platform is based on the carrier-grade Metaswitch product line suite. Granite has deployed a complete voice switch cluster on both the East and West Coast. Our network design and geographically diverse data centers ensures that our proposed solution will provide an excellent service level by reducing hop counts and providing lower latency while minimizing packet loss.

Granite will provide all necessary instruments and infrastructure needed to perform and provide service to requesting locations. Granite will provide and install transmission equipment and cables for local exchange access and transport service circuits to the Government provided floor at the base demarcation locations. Granite connects to its customers provided power connection points and termination frame, coordinate with the COR prior to any installation, and ensure compatibility with the Government's current infrastructure.

1.2 CUSTOMER SERVICE AND SUPPORT SYSTEMS

Granite provides superior customer support through our dedicated program management model, our Helpdesk, and our trained in-house customer service team available 24x7x365 at no additional cost.

Granite's proposal includes tip-to-tail project management for deployment and ongoing operational support. This includes any required training and documentation for supporting its customers' network. To implement our solution, a Granite implementation engineer will be assigned as the Project Manager, and head of the project team, and will be charged with implementation of services. Along with its customers' dedicated Premier Account Manager, the Project Manager will work side by side with its customers personnel to ensure that the solution implemented meets all of its customers' requirements. The Premier Account Manager will provide daily or weekly updates on the status of

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implementation and other required documentation. The dedicated Premier Account Team and Project Manager work closely with customers to ensure a smooth conversion/migration for each site to Granite's network and management platform. The Project Manager and project management team will stay on the job and remain available as long as necessary. This dedicated team will provide training and other related services, even after the implementation is complete.

Granite will assign an account and delivery team to its customers to ensure your current and future objectives are achieved. Granite would look to engage its customers with daily outage review and QBR on long-term performance enhancements. Below are the skill sets that would be part of the on-going PMO team:

- Program Manager: As a high-level observer, the Program Manager ensures that all project requirements are met and resolves any issues beyond the job scoop of the Project Manager.
    - Without this role: Quality assurance of the project is not guaranteed by an individual outside of the immediate day-day-to activities. In addition, customers would not be able to escalate any issues beyond their Project Manager to a person knowledgeable of the project.

- Project Manager: Serving as the customer's single point of contact, the Project Manager ensures that all sites are serviced in the same experience manner. They interact regularly with the customer to ensure every aspect of the project is on schedule.
    - Without this role: A rollout project would suffer in all areas including efficiency, communications, and designated areas of responsibility.

- Project Premier Representative: The Project Premier representatives schedule and directly manage the field technicians and coordinate efforts with site contacts for each location. They communicate (via the Web-Based Software Application in addition to direct contact) all aspects of project details to the Project Manager to ensure complete knowledge of the customer's rollout progress.
    - Without this role: The Project Manager would have to divide their responsibilities between overseeing the customer's project, interacting with the customer directly, and managing and scheduling each technician. This leads to overburdened resources and affects success rates and overall quality.

- Warehouse Staging Manager: Working directly with Project Managers and Project Facilitators as necessary, the Warehouse Manager and supporting staff ensure that all materials and equipment for each project are configured and shipped on time to the correct location.
    - Without this role: A Project Manager or Facilitator would need to assume these responsibilities, or equipment and materials would need to be outsourced to a third-party vendor, this raising project costs and complicating coordination of the project.

- Web-based Software Application: The Web-based Software Application provides project details to the customer; including status updates for each of the site locations and the workflow process performed by the Rollout Delivery Team.

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- Without this application: The Project Manager would have to update project status and alerts manually (typically with spreadsheets). This could compromise the quality of communication; project details could be missed, and the customer might not receive accurate and on-line reports of project progress. The Rollout Delivery Team would be inundated with information that would be unrecorded which would severely compromise documentation and the entire project at hand.

1.3 CUSTOMIZABLE AND CONSOLIDATED BILLING

Granite offers our customers an online account management and billing that can be used to analyze billing data, interface dashboards and tools for reporting. Customers be able to use Rock Reports to run a variety of standard reports, e.g., usage reports, as well as reports customized by Granite to fit the customer's specific needs, e.g., zero-usage reports, summary of charges by destination or department, traffic studies, etc. Granite provides unlimited, free-of-charge access to Rock Reports, which may be accessed 24/7/365 through Granite's website.

Granite produces its custom invoices in-house with an accuracy unmatched in the industry. The advanced project management control Granite exhibits throughout the transition process, and our contractual relationships with underlying carriers, acts as a safeguard to avoid double-billing inaccuracies. Our advanced consolidated billing platform provides customers with alternatives for immediate improvements for billing, payment, auditing, and the reconciliation of invoices.

Granite is able to customize the invoice distribution in two primary fashions:

1. One consolidated bill for all services and all locations

2. Dispersing the invoices among individual locations, regions, or facilities. Central locations ("Parent Accounts") may receive a detailed or summary bill for payment or information purposes. Likewise, individual locations ("Child Accounts") may also receive either detailed or summary bills for payment or information purposes.

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 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 payments terms are net thirty days but can be altered to fit customers' needs in certain instances. An example of Granite's sample invoice can be found below:

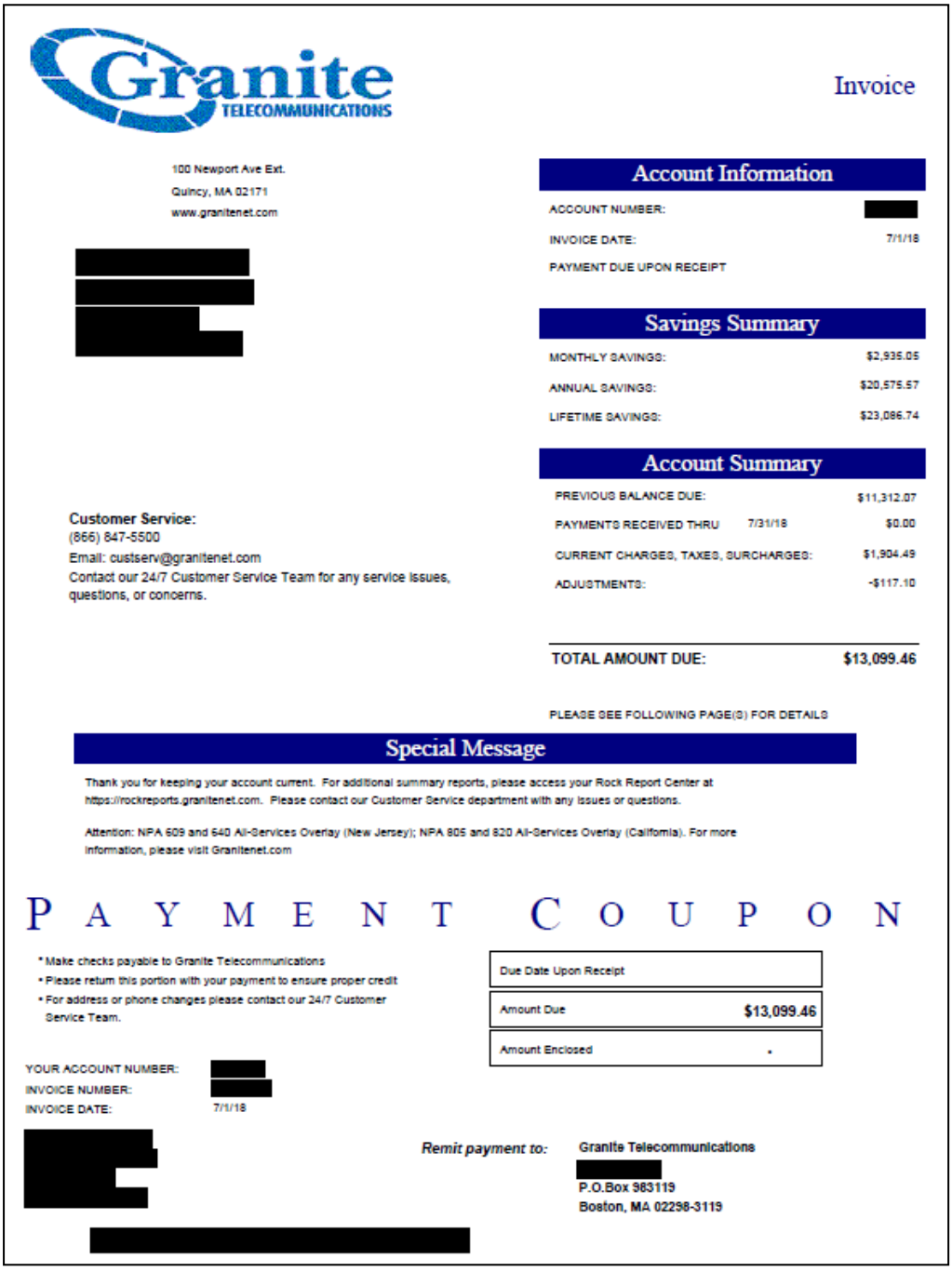
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Taxes and Surcharges

FEDERAL		
	SS7 Surcharge	$0.01
	FCC Regulatory Fee (Wireline)	$0.00
	Fed Universal Service Fund	$0.00
	Federal Excise Tax	$0.51
	Telecom Relay Surcharge	$0.00
State		
	Sales Tax NF	$0.73
	State Universal Service Fund	$0.56
	Telecom Relay Surcharge	$0.04
County		
	District Tax NF	$0.03
	E-911	$0.70
	Transit Tax NF	$0.25
City		
	Business and Occupation Tax	$1.12
	Sales Tax NF	$0.92
Taxes and Surcharges		**$4.87**

Granite's one carrier, one bill moto gives customers less worry about multiple invoices. Customers will receive one invoice inclusive of all usage and costs per location. This invoice, and invoice history, will be available within Rock Reports, Granite's self-created software tool to which customers will receive access. Below is an example itemized bill from Granite.

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Granite TELECOMMUNICATIONS

Invoice

100 Newport Ave Ext.
Quincy, MA 02171
www.granitenet.com

[redacted]

Account Information

ACCOUNT NUMBER:	[redacted]
INVOICE DATE:	7/1/18
PAYMENT DUE UPON RECEIPT	

Savings Summary

MONTHLY SAVINGS:	$2,935.05
ANNUAL SAVINGS:	$20,575.57
LIFETIME SAVINGS:	$23,086.74

Account Summary

PREVIOUS BALANCE DUE:		$11,312.07
PAYMENTS RECEIVED THRU	7/31/18	$0.00
CURRENT CHARGES, TAXES, SURCHARGES:		$1,904.49
ADJUSTMENTS:		-$117.10
TOTAL AMOUNT DUE:		**$13,099.46**

Customer Service:
(866) 847-5500
Email: custserv@granitenet.com
Contact our 24/7 Customer Service Team for any service issues, questions, or concerns.

PLEASE SEE FOLLOWING PAGE(S) FOR DETAILS

Special Message

Thank you for keeping your account current. For additional summary reports, please access your Rock Report Center at https://rockreports.granitenet.com. Please contact our Customer Service department with any issues or questions.

Attention: NPA 609 and 640 All-Services Overlay (New Jersey); NPA 805 and 820 All-Services Overlay (California). For more information, please visit Granitenet.com

PAYMENT COUPON

* Make checks payable to Granite Telecommunications
* Please return this portion with your payment to ensure proper credit
* For address or phone changes please contact our 24/7 Customer Service Team.

Due Date Upon Receipt	
Amount Due	$13,099.46
Amount Enclosed	

YOUR ACCOUNT NUMBER: [redacted]
INVOICE NUMBER: [redacted]
INVOICE DATE: 7/1/18

[redacted]

Remit payment to: Granite Telecommunications
[redacted]
P.O.Box 983119
Boston, MA 02298-3119

[redacted]

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Granite TELECOMMUNICATIONS

Account Number : [redacted]
Invoice: [redacted] Invoice Date: 07/01/2018

Location : [redacted]

Local Service:

Local Fees	LEC	Discount	Savings	Cost
Line Charges	$74.76	30%	$74.76	$0.00
Subtotal:	**$74.76**	**30%**	**$74.76**	**$0.00**

Local Totals:

Calls	Mins	LEC	Discount	Savings	Cost
0	0.00	$74.76	30%	$74.76	$0.00

Taxes and Surcharges

Federal	
Federal Excise Tax	$0.00
State	
E-911	$0.00
Sales Tax	$0.00
State Universal Service Fund	$0.00
Telecom Relay Surcharge	$0.00
County	
Sales Tax	$0.00
City	
Sales Tax	$0.00
Taxes and Surcharges	**$0.00**

Regulatory

FCC End User Common Line Charge	$0.00
Facility Relocation Cost Recovery Fee	$0.00
Interstate Access Recovery Charge	$0.00
Intrastate Access Fee	$0.00
Local Number Portability	$0.00
Subtotal:	**$0.00**

Other Charges

Monthly	
Franchise Fee	$0.00
Monthly Recurring Charge	$37.35
Subtotal:	**$37.35**

Summary:

Local Total	$0.00
Taxes and Surcharges Total	$0.00
Regulatory	$0.00
Other Charges	$37.35
Total:	**$37.35**

Breakdown - Payments and Adjustments

DESCRIPTION	AMOUNT
Subtotal	

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Required Documents

1.4 ANTITRUST CERTIFICATION STATEMENT (TEX. GOVERNMENT CODE § 2155.005)

Appendix A, Doc #1

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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.

Address 100 Newport Ave. Ext, Quincy, MA 02171

Phone 866-847-1500

Fax 833-871-8320

Contact

Signature
Ryan Goldrick
Printed Name
AVP, Contracts and Compliance
Position with Company

Official Authorizing Proposal

Signature
Michael Galvin
Printed Name
Chief Administrative Officer
Position with Company

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1.5 IMPLEMENTATION OF HOUSE BILL 1295 CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

CERTIFICATE OF INTERESTED PARTIES FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING
Certificate Number:
2024-1141262
Date Filed:
04/02/2024
Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Granite Telecommunications, LLC.
Quincy, MA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Region 14 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
24-S866
Telecommunications Services and Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Robert Hale, Jr. - Granite Telecommunications, LLC	Quincy, MA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION
My name is Michael Galvin and my date of birth is 12/16/1969
My address is 100 Newport Ave Ext. (street) Quincy (city) MA (state) 02171 (zip code) USA (country)
I declare under penalty of perjury that the foregoing is true and correct.
Executed in Norfolk County, State of Massachusetts on the 4th day of April (month), 2024 (year)

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V3.5.1.5b35d027

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1.6 TEXAS GOVERNMENT CODE 2270 VERIFICATION FORM

Appendix A, DOC # 3

Texas Government Code 2270 Verification Form

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, Michael Galvin, as an authorized representative of

Granite Telecommunications, LLC., a contractor engaged by
Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, 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

4/4/24
Date

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1141262

Date Filed:
04/02/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Granite Telecommunications, LLC.
Quincy, MA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Region 14 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
24-S866
Telecommunications Services and Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Robert Hale, Jr. - Granite Telecommunications, LLC	Quincy, MA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Michael Galvin, and my date of birth is 12/16/1969.

My address is 100 Newport Ave Ext. (street), Quincy (city), MA (state), 02171 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Norfolk County, State of Massachusetts, on the 4th day of April (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V3.5.1.5b35d027

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1.7 GRANITE'S DUNS AND BRADSTREET ("D&B") REPORT

04 April 2024

Attention: Region 4 Educational Service Center

Subject: RFP 24-S866: D&B Report clarification

Reference: Section 3.1, D., a.,

Dear Region 4 Education Service Center,

The purpose of this letter is to provide clarification regarding Granite's Duns and Bradstreet ("D&B") report provided in its proposal submitted in response to the subject solicitation. It should be noted that the D&B report is unreliable and contains false information.

For example, D&B's reports refer to a purported tax lien imposed by the Indiana Department of Revenue in 2020. There has never been such a lien, as you can see from the attached letter from the Indiana Department of Revenue. D&B has refused to remove this information from its reports even after we presented the letter to them.

Moreover, any assessment by D&B that Granite is anything other than financially sound is false, as determined repeatedly by the relevant regulatory agencies on an annual basis. Every year, Granite must demonstrate its sound financial condition to state public utility commissions. Based on that review, the PUCs have concluded that Granite possesses the requisite financial fitness to operate as a public utility.

If you have any questions or require additional information, please contact me at (617) 837-5739 or via email at rgoldrick@granitenet.com.

Regards,



Ryan M Goldrick
AVP, Contracts & Compliance
rgoldrick@granitenet.com
(617) 837-5739

Attachment: (A) Indiana Department of Revenue Letter

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INDIANA DEPARTMENT OF REVENUE
100 N SENATE AVE
INDIANAPOLIS IN 46204-2253

Indiana Department of Revenue
Eric J. Holcomb, Governor
Bob Grennes, Commissioner

GRANITE TELECOMMUNICATIONS LLC
100 NEWPORT AVENUE EXT
QUINCY MA 02171-1734

FEIN 04-3643290
Letter ID L0000405104
Date Issued November 05, 2020

Letter of Good Standing

Dear Customer,

This certifies that all taxes due on the returns filed by GRANITE TELECOMMUNICATIONS LLC for the Indiana Adjusted Gross Income Tax, the Indiana Gross Retail/Use Tax, and all other listed taxes have been paid.

Any tax return submitted by GRANITE TELECOMMUNICATIONS LLC six to 12 weeks before the date on this letter is in process, and may not be available for certification. The amount of tax due on the return(s) referenced above is subject to verification by the Indiana Department of Revenue (DOR). If any discrepancy in income or sales or a deficiency in tax is found through this verification, an assessment will be made.

As of this date, any outstanding liability GRANITE TELECOMMUNICATIONS LLC may have is a proposed assessment that either may be, or has been validly protested, or is an assessment that is covered by a litigation hold. Such assessments are not a final determination of DOR, and DOR has ceased all collection efforts regarding the liability until such time as a final determination on the assessments is made by DOR.

If you have questions, you may contact us in one of three ways.

- Log in to the Indiana Taxpayer Information Management Engine (INTIME) to ask your question.
  - If you are not registered, create an online account by visiting https://intime.dor.in.gov. Select "*Don't have a username? Create one*" and follow the instructions to complete the process. You will need your taxpayer ID (FEIN, SSN, etc.) and the unique Letter ID, printed in the upper-right hand corner of this letter.
- You may also call us at (317) 232-5977, Monday through Friday, 8 a.m. to 4:30 p.m. EST
- Correspond with us via mail using the address listed above. Please include a copy of this letter with your correspondence.

Sincerely,

Indiana Department of Revenue

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dun & bradstreet

Business Information Report Snapshot

GRANITE TELECOMMUNICATIONS, LLC

D-U-N-S: 11-177-7939
ADDRESS: 100 Newport Ave Ext, Quincy, MA, 02171, United States
Date: 04/01/2024

RISK ASSESSMENT

SCORES AND RATINGS

Max. Credit Recommendation	PAYDEX® SCORE	Delinquency Predictor Percentile	Financial Stress Percentile	Supplier Evaluation Risk Rating
US$ 2,650,000	73	75	7	5
	LOW RISK	LOW-MODERATE RISK	MODERATE-HIGH RISK	MODERATE RISK

MAXIMUM CREDIT RECOMMENDATION

Overall Business Risk

LOW | LOW-MODERATE | **MODERATE** | MODERATE-HIGH | HIGH

Maximum Credit Recommendation

US$ 2,650,000

The recommended limit is based on a low-moderate probability of severe delinquency.

Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: STABILITY CONCERNS
- Based on the predicted risk of business discontinuation: MODERATELY HIGHER THAN AVERAGE RISK OF FINANCIAL STRESS
- Based on the predicted risk of severely delinquent payments: LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

PAYDEX® SUMMARY

3 Months

73

Low Risk (100) — High Risk (1)

When weighted by dollar amount, payments to suppliers average 11 days beyond terms. Value is based on payments collected over the last **3 months**.

24 Months

73

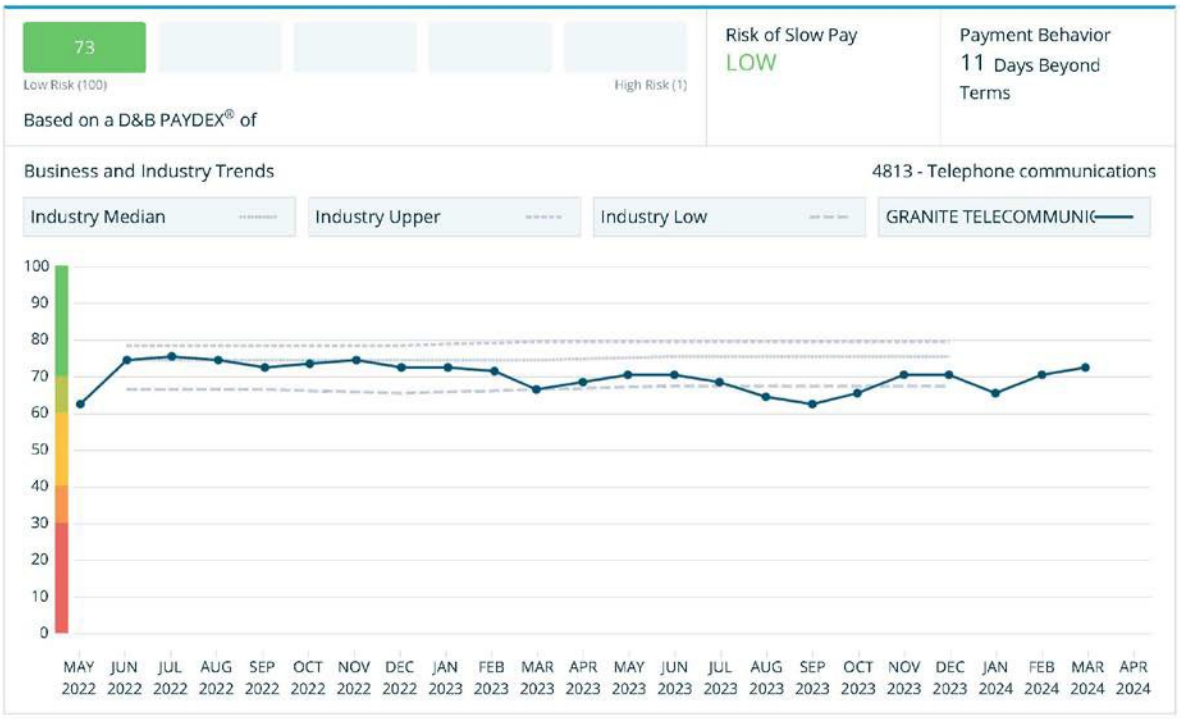
Low Risk (100) — High Risk (1)

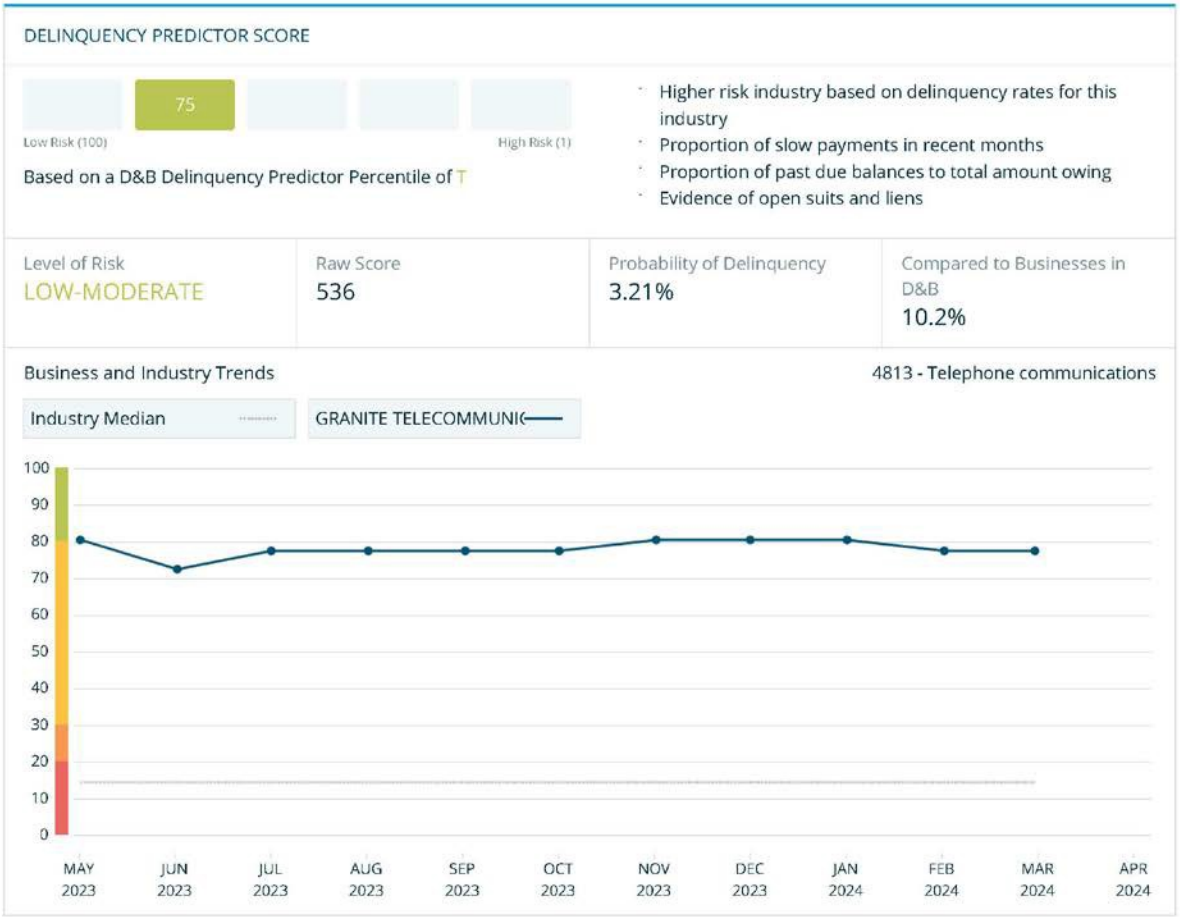
When weighted by dollar amount, payments to suppliers average 11 days beyond terms. Value is based on payments collected over the last **24 months**.

PAYDEX®

Based on 24 months of data

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73
Low Risk (100)
High Risk (1)
Based on a D&B PAYDEX® of
Risk of Slow Pay
LOW
Payment Behavior
11 Days Beyond Terms
Business and Industry Trends
4813 - Telephone communications
Industry Median
Industry Upper
Industry Low
GRANITE TELECOMMUNIC
100
90
80
70
60
50
40
30
20
10
0
MAY 2022
JUN 2022
JUL 2022
AUG 2022
SEP 2022
OCT 2022
NOV 2022
DEC 2022
JAN 2023
FEB 2023
MAR 2023
APR 2023
MAY 2023
JUN 2023
JUL 2023
AUG 2023
SEP 2023
OCT 2023
NOV 2023
DEC 2023
JAN 2024
FEB 2024
MAR 2024
APR 2024


DELINQUENCY PREDICTOR SCORE
75
Low Risk (100)
High Risk (1)
Based on a D&B Delinquency Predictor Percentile of T
Higher risk industry based on delinquency rates for this industry
Proportion of slow payments in recent months
Proportion of past due balances to total amount owing
Evidence of open suits and liens
Level of Risk
LOW-MODERATE
Raw Score
536
Probability of Delinquency
3.21%
Compared to Businesses in D&B
10.2%
Business and Industry Trends
4813 - Telephone communications
Industry Median
GRANITE TELECOMMUNIC
100
90
80
70
60
50
40
30
20
10
0
MAY 2023
JUN 2023
JUL 2023
AUG 2023
SEP 2023
OCT 2023
NOV 2023
DEC 2023
JAN 2024
FEB 2024
MAR 2024
APR 2024

FINANCIAL STRESS SCORE

7

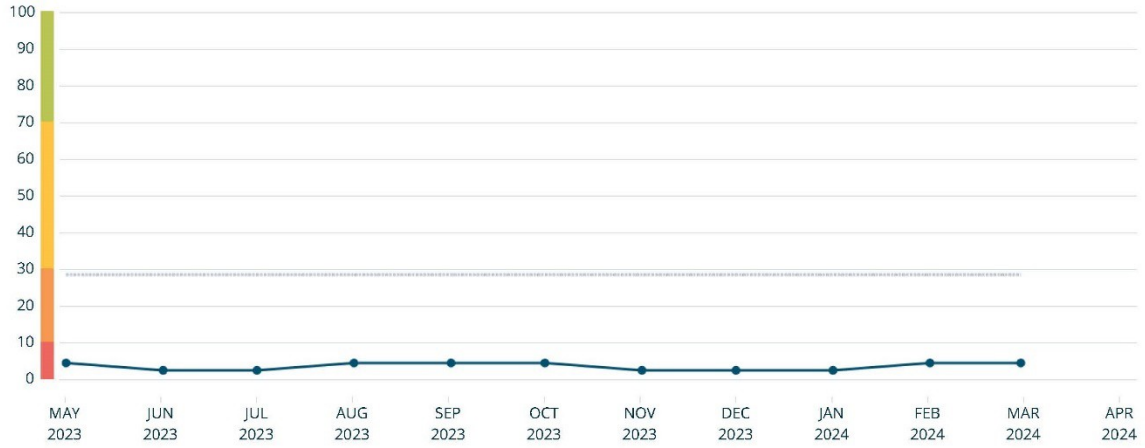
Low Risk (100) High Risk (1)

Based on a D&B Financial Stress Percentile of &

- Low proportion of satisfactory payment experiences to total payment experiences
- UCC Filings reported
- High proportion of slow payment experiences to total number of payment experiences
- High number of enquiries to D&B over last 12 months
- Evidence of open liens
- Unstable Paydex over last 12 months

Level of Risk	Raw Score	Probability of Failure	Compared to Businesses in D&B
MODERATE-HIGH	1389	1.12%	0.48%

Business and Industry Trends — 4813 - Telephone communications



SUPPLIER EVALUATION RISK RATING

5

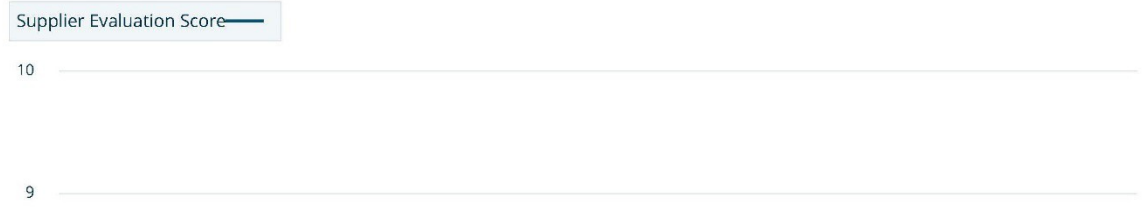
Low Risk (1) High Risk (9)

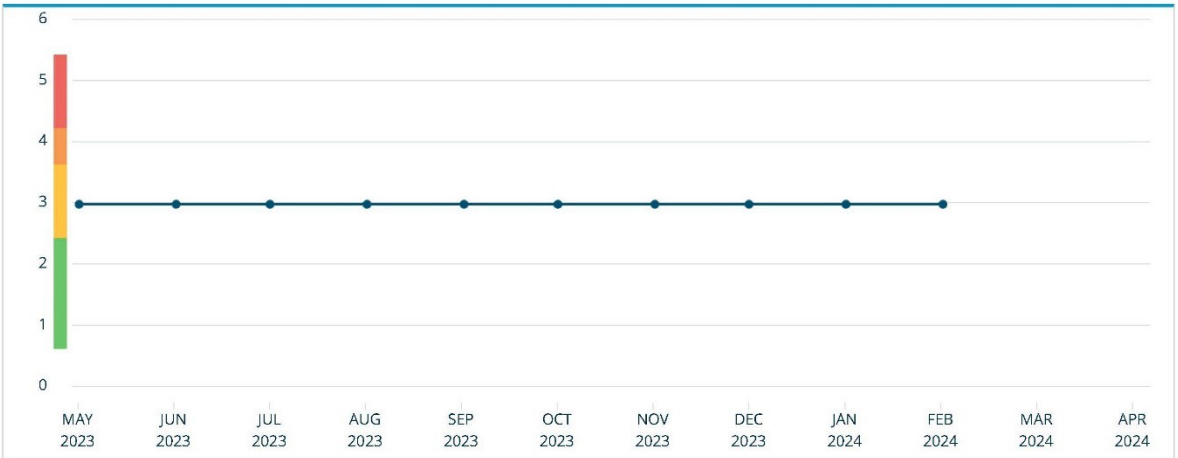
Based on a Supplier Evaluation Risk Rating of [

Factors Affecting Your Score

- Proportion of past due balances to total amount owing
- Proportion of slow payment experiences to total number of payment experiences reported
- Evidence of open liens
- Unstable Paydex over last 12 months

Business and Industry Trends — 4813 - Telephone communications





D&B RATING

Current Rating as of 10-14-2019

Employee Size	Risk Indicator
1R: 10 employees and over	4: Higher than Average Risk

Previous Rating

Financial Strength	Risk Indicator
5A: US$50,000,000 and over in Net Worth or Equity	3: Moderate Risk

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TRADE PAYMENTS

TRADE PAYMENTS SUMMARY

Based on 24 months of data

Overall Payment Behavior	% of Trade Within Terms	Highest Past Due
11	67%	US$ 30,000
Days Beyond Terms		
Highest Now Owing: US$ 2,000,000	Total Trade Experiences: 130	Total Unfavorable Comments : 0
	Largest High Credit: US$ 4,000,000	Largest High Credit: US$ 0
	Average High Credit: US$ 164,319	Total Placed in Collections: 2
		Largest High Credit: US$ 0

TRADE PAYMENTS BY CREDIT EXTENDED

$ CREDIT EXTENDED	% OF PAYMENTS WITHIN TERMS	# PAYMENT EXPERIENCES	TOTAL $ DOLLAR AMOUNT
OVER 100,000	80%	15	$10,600,000
50,000 - 100,000	87%	3	$200,000
15,000 - 49,999	61%	11	$295,000
5,000 - 14,999	57%	8	$57,500
1,000 - 4,999	61%	10	$16,000
UNDER 1,000	82%	21	$5,250

TRADE PAYMENTS BY INDUSTRY

Collapse All | Expand All

Industry Category	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)
▾48 - Communications	20	1,000,000	
4813 - Telephone Communictns	15	1,000,000	90
4812 - Radiotelephone Commun	5	1,000,000	100
▾99 - Nonclassifiable Establishments	7	40,000	
9999 - Nonclassified	7	40,000	73
▾73 - Business Services	13	2,000,000	

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7374 - Data Processing Svcs	5	100,000	84
7373 - Computer System Desgn	3	2,000,000	46
7359 - Misc Equipment Rental	2	15,000	50
7389 - Misc Business Service	1	5,000	100
7361 - Employment Agency	1	5,000	0
7363 - Help Supply Service	1	1,000	100
61 - Nondepository Credit Institutions	4	10,000	
6153 - Short-trm Busn Credit	4	10,000	50
50 - Wholesale Trade - Durable Goods	6	600,000	
5045 - Whol Computers/softwr	3	600,000	66
5063 - Whol Electrical Equip	1	25,000	0
5085 - Whol Industrial Suppl	1	2,500	100
5084 - Whol Industrial Equip	1	1,000	0
93 - Public Finance Taxation And Monetary Policy	3	15,000	
9311 - Public Finance	3	15,000	100
42 - Motor Freight Transportation And Warehousing	2	1,000	
4213 - Trucking Non-local	2	1,000	67
59 - Miscellaneous Retail	2	100,000	
5961 - Ret Mail-order House	1	100,000	50
5999 - Ret Misc Merchandise	1	2,500	0
51 - Wholesale Trade - Nondurable Goods	2	45,000	
5113 - Whol Service Paper	1	45,000	100
5199 - Whol Nondurable Goods	1	7,500	50
35 - Industrial And Commercial Machinery And Computer Equipment	2	25,000	
3575 - Mfg Computer Terminal	1	25,000	0
3579 - Mfg Misc Office Eqpt	1	750	100
87 - Engineering Accounting Research Management And Related Services	1	10,000	
8734 - Testing Laboratory	1	10,000	100
83 - Social Services	1	2,500	
8322 - Family Social Service	1	2,500	100
49 - Electric, Gas And Sanitary Services	1	1,000	

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4911 - Electric Services	1	1,000	100
94 - Administration Of Human Resource Programs	1	500	
9431 - Admin Public Health	1	500	100
67 - Holding And Other Investment Offices	1	250	
6719 - Holding Company	1	250	100
96 - Administration Of Economic Programs	1	250	
9611 - Admin Economic Prgm	1	250	100
60 - Depository Institutions	1	50	
6021 - Natnl Commercial Bank	1	50	100

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
03/2024	Prompt	-	70,000	0	0	1 Month
03/2024	Prompt	-	30,000	0	0	Between 6 and 12 Months
03/2024	Prompt	-	30,000	0	0	Between 6 and 12 Months
03/2024	Prompt to Slow	-	100,000	0	0	Between 4 and 5 Months
03/2024	-	Cash Account	100	-	-	1 Month
03/2024	-	Cash Account	50	-	-	1 Month
03/2024	-	Cash Account	50	-	-	1 Month
02/2024	Prompt	-	1,000,000	0	0	1 Month
02/2024	Prompt	-	1,000,000	1,000,000	0	1 Month
02/2024	Prompt	-	700,000	300,000	0	1 Month
02/2024	Prompt	-	700,000	0	0	1 Month
02/2024	Prompt	N30	300,000	100,000	0	1 Month
02/2024	Prompt	-	40,000	0	0	Between 6 and 12 Months
02/2024	Prompt	-	10,000	10,000	0	1 Month
02/2024	Prompt	-	5,000	2,500	0	1 Month
02/2024	Prompt	-	2,500	2,500	0	1 Month
02/2024	Prompt	N30	2,500	250	0	1 Month

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02/2024	Prompt	-	1,000	1,000	-	1 Month
02/2024	Prompt	-	750	750	0	1 Month
02/2024	Prompt	-	100	100	0	1 Month
02/2024	Prompt	-	50	0	0	Between 6 and 12 Months
02/2024	Prompt	-	50	0	0	1 Month
02/2024	Prompt	-	50	50	0	1 Month
02/2024	Prompt to Slow	-	2,000,000	60,000	0	1 Month
02/2024	Prompt to Slow	-	50,000	45,000	5,000	1 Month
02/2024	Prompt to Slow	-	25,000	0	0	Between 4 and 5 Months
02/2024	Prompt to Slow	-	7,500	0	0	Between 6 and 12 Months
02/2024	Prompt to Slow	-	250	100	0	1 Month
02/2024	Prompt to Slow	-	10,000	10,000	2,500	1 Month
02/2024	Prompt to Slow	-	1,000	1,000	0	1 Month
02/2024	Prompt to Slow	-	2,500	2,500	1,000	1 Month
02/2024	Prompt to Slow	N30	15,000	5,000	2,500	1 Month
02/2024	Slow	-	2,500	1,000	500	1 Month
02/2024	Slow	-	1,000	0	0	Between 6 and 12 Months
02/2024	Slow	-	250,000	0	0	Between 2 and 3 Months
02/2024	Slow	-	25,000	0	0	Between 6 and 12 Months
02/2024	Slow	-	15,000	0	0	Between 4 and 5 Months
02/2024	Slow	-	5,000	5,000	5,000	1 Month
02/2024	Slow	-	1,000	0	0	Between 6 and 12 Months
02/2024	-	Cash Account	-	-	-	1 Month
02/2024	-	Cash Account	500	-	-	1 Month
02/2024	placed for collection	-	100	100	100	-
02/2024	-	Cash Account	50	-	-	1 Month
01/2024	Prompt	-	250	250	0	-
01/2024	Prompt	-	250	250	0	-

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01/2024	Prompt	-	250	250	0	-
01/2024	Prompt	-	100	100	0	-
01/2024	-	Cash Account	100	-	-	1 Month
01/2024	-	Cash Account	100	-	-	1 Month
12/2023	-	Cash Account	50	-	-	1 Month
11/2023	Prompt	-	1,000	0	0	Between 6 and 12 Months
11/2023	-	Cash Account	100	-	-	1 Month
11/2023	-	Cash Account	100	-	-	Between 6 and 12 Months
11/2023	-	Cash Account	100	-	-	1 Month
11/2023	-	Cash Account	50	-	-	1 Month
11/2023	-	Cash Account	50	-	-	1 Month
11/2023	-	Cash Account	50	-	-	1 Month
10/2023	-	Cash Account	250	-	-	Between 4 and 5 Months
10/2023	-	Cash Account	250	-	-	Between 2 and 3 Months
10/2023	-	Cash Account	100	-	-	Between 2 and 3 Months
10/2023	-	Cash Account	50	-	-	Between 6 and 12 Months
09/2023	-	-	50	-	-	1 Month
09/2023	-	Cash Account	50	-	-	1 Month
09/2023	-	Cash Account	50	-	-	1 Month
09/2023	-	Cash Account	50	-	-	1 Month
09/2023	-	Cash Account	50	-	-	Between 6 and 12 Months
09/2023	-	Cash Account	50	-	-	Between 6 and 12 Months
08/2023	-	Cash Account	500	-	-	Between 4 and 5 Months
08/2023	-	Cash Account	100	-	-	1 Month
08/2023	-	-	100	-	-	1 Month
08/2023	-	Cash Account	50	-	-	Between 6 and 12 Months
07/2023	Prompt to Slow	-	250	0	0	Between 6 and 12 Months

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07/2023	-	Cash Account	500	-	-	1 Month
03/2023	Prompt	-	15,000	-	-	1 Month
03/2023	Prompt	-	750	-	-	1 Month
12/2022	Prompt	-	1,000	0	0	Between 6 and 12 Months
08/2022	Prompt	-	500	-	-	1 Month
04/2022	Slow	-	25,000	0	0	Between 6 and 12 Months
03/2022	Prompt	-	250	0	0	Between 6 and 12 Months
02/2022	Prompt	-	250	0	0	Between 6 and 12 Months

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EVENTS

LEGAL EVENTS

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

SUITS	JUDGEMENTS	LIENS	UCC FILINGS
TOTAL 1	TOTAL 0	TOTAL 1	TOTAL 5
LAST FILING DATE 09/21/2018	LAST FILING DATE -	LAST FILING DATE 08/21/2020	LAST FILING DATE 05/25/2016

General: The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this was reported. This information may not be reproduced in whole or in part by any means of reproduction.

UCC Filings: There may be additional UCC Filings in the D&B file on this company which are available by contacting 1-800-234-3867.

Suits, Liens, Judgements: There may be additional suits, liens, or judgements in D&B's file on this company available in the U.S. Public Records Database that are also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Lien: A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

EVENTS

Lien - Tax Lien

Filing Date	2020-08-21
Filing Number	30137047
Status	Open
Date Status Attained	2020-08-21
Received Date	2020-09-30
Amount	17610
Debtors	GRANITE TELECOMMUNICATIONS LLC
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Suit

Filing Date	2018-09-21
Filing Number	502018CA012014XXXXMB
Status	Pending
Date Status Attained	2018-09-21
Received Date	2018-10-03

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Plaintiffs	REFLECT CO LLC,
Defandant	GRANITE TELECOMMUNICATIONS LLC,
Court	PALM BEACH COUNTY CIRCUIT COURT, WEST PALM BEACH, FL

UCC Filing - Original

Filing Date	2016-05-25
Filing Number	2016 3141429
Received Date	2016-06-20
Collateral	Inventory including proceeds and products - Building(s) including proceeds and products - Equipment including proceeds and products - Machinery including proceeds and products - Fixtures including proceeds and products
Secured Party	CROCKER PARTNERS V UCC LLC, BOCA RATON, FL
Debtors	GRANITE TELECOMMUNICATIONS, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Continuation

Filing Date	2011-05-23
Filing Number	2011 1943490
Received Date	2011-07-07
Original Filing Date	2006-09-06
Original Filing Number	6329967 4
Secured Party	TD BANKNORTH, N.A., SPRINGFIELD, MA
Debtors	GRANITE TELECOMMUNICATIONS, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	2011-05-23
Filing Number	2011 1952533
Received Date	2011-06-15
Original Filing Date	2006-09-06
Original Filing Number	6329967 4
Secured Party	TD BANK, NA AS SUCCESSOR BY MERGER TO TD BANKNORTH, N.A., CHERRY HILL, NJ
Debtors	GRANITE TELECOMMUNICATIONS, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	2009-01-08

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Filing Number	2009 0214541
Received Date	2009-02-20
Secured Party	TD BANK, N.A., SPRINGFIELD, MA
Debtors	GRANITE TELECOMMUNICATIONS, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	2006-09-06
Filing Number	6329967 4
Received Date	2006-11-06
Collateral	Negotiable instruments including proceeds and products - Accounts receivable including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - and OTHERS
Secured Party	TD BANKNORTH, N.A., SPRINGFIELD, MA
Debtors	GRANITE TELECOMMUNICATIONS, LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

COMPANY EVENTS

The following information was reported on: 11-01-2023

The Delaware Secretary of State's business registrations file showed that Granite Telecommunications, LLC was registered as a Limited Liability Company on April 1, 2002 under file registration number 3509271.

Business started 2002.

The majority interest of Granite Telecommunications, LLC is owned by the Hale Family (more than 50%) with other minority interests owned by other employees of the company.

ROBERT HALE JR born 1966. 2002-present active here. 1990-2002, chief executive officer with Network Plus Corp , Quincy, MA. On February 4, 2002, Network Plus Corp filed a voluntary petition in bankruptcy in U S Bankruptcy Court, Wilmington, DE, under Chapter 11 of the United States Bankruptcy Act, docket # 02-10341. On June 11, 2003, the bankruptcy was converted to a Chapter 7.

RAND CURRIER. Antecedents not available.

PAUL STUTZMAN. Antecedents not available.

JOHN PRINNER. Antecedents not available.

MARK PRENDERGAST. Antecedents not available.

SANA SHEIKH. Antecedents not available.

Business address has changed from 2 Adams Pl, Braintree, MA, 02184 to 234 Copeland St, Quincy, MA, 02169.

Business address has changed from 234 Copeland St, Quincy, MA, 02169 to 100 Newport Avenue Ext, Quincy, MA, 02171.

SPECIAL EVENTS

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There are no special events recorded for this business.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Financials

Source: D&B | Currency: All figures shown in USD unless otherwise stated

INCOME STATEMENT

Income Statement data is not available for this company.

BALANCE SHEET

Balance Sheet data is not available for this company.

FINANCIAL RATIOS

Solvency	**Fiscal Consolidated 12-31-2012**
Current Ratio	1.4
Quick Ratio	0.7
Current Liabilities To Net Worth (%)	241.5
Total Liabilities/Net Worth (%)	256.6
Fixed Assets To Net Worth (%)	21.8

Efficiency	**Fiscal Consolidated 12-31-2012**

Profitability	**Fiscal Consolidated 12-31-2012**
Return On Net Worth (%)	394.1
Return On Assets (%)	110.5
Return On Sales (%)	25.5

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COMPANY PROFILE

COMPANY OVERVIEW

D-U-N-S 11-177-7939	**Mailing Address** 100 Newport Ave Ext, Quincy MA 02171, US	**Annual Sales** -
Business Form Corporation (US)	**Telephone** (617) 933-5500	**Employees** 2,116
Date Incorporated -	**Fax** -	**Age (Year Started)** 22 years (2002)
State of Incorporation Delaware	**Website** www.granitenet.com	**Named Principal** ROBERT HALE JR, MNG MBR
Ownership -	**Line of Business** Telephone communications	**SIC** 4813

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OWNERSHIP

FAMILY TREE SUMMARY

Members in the Tree	Subsidiaries of this Company	Branches of this Company
8	0	7

FAMILY TREE

- HQ **Granite Telecommunications, Llc** 111777939 Quincy, MA
  - B **Granite Telecommunications, Llc** 126539787 New York, NY
  - B **Granite Telecommunications, Llc** 146916668 Atlanta, GA
  - B **Granite Telecommunications, Llc** 167862940 West Palm Beach, FL
  - B **Granite Telecommunications, Llc** 146916619 Lincoln, RI
  - B **Granite Telecommunications, Llc** 117538121 Mc Lean, VA
  - B **Granite Telecommunications, Llc** 089417636 Elk Grove Village, IL
  - B **Granite Telecommunications, Llc** 058194097 Murfreesboro, TN

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Additional Agreements Supplier Will Require Participating Agencies To Sign

Granite has included a sample Letter of Agency below, but services will be subject to the terms of the resulting contract as well as the terms in https://www.granitenet.com/legal/ that will always have the most up-to-date versions of its agreements.

Granite	**GOVERNMENT ACCOUNT FORM AND LETTER OF AGENCY** **MULTI-SERVICES**	Sales Rep: Order Date:

CUSTOMER INFORMATION

Company/Business Name ("Customer"):

Billing Telephone Number:

Designated Contact: | Contact Phone Number:

Service Address (Street/Suite): See **Appendix A-1** or as otherwise provided.

Mailing/Billing Address (Street/Suite): | City: | State/Zip Code:

Additional Comments/Notes (if any):

AGREEMENT AND AUTHORIZATION

By signing this Government Account Form and Letter of Agency ("LOA"), Customer (a) engages Granite Telecommunications, LLC and/or its affiliates ("Granite") to provide Services as set forth in **Appendix A** and **Appendix A-1**, attached hereto and incorporated herein, and such other Services as Customer may order from time to time and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting, ordering, changing and/or maintaining such Services, and to take such other actions as are reasonably necessary to provide such Services and as Customer may request from time to time. Customer directs its current service provider(s), if any, to work with Granite to affect these changes.

Services under this LOA shall be for (INSERT TERM LENGTH).

The Terms of Service set forth at www.granitenet.com/Legal (as such may be modified from time to time, the "Terms of Service"), hereby incorporated by reference, sets forth the rights and responsibilities of Customer and Granite with regard to Services to be provided and other important topics. If Customer does not agree to the Terms of Service, the authorized representative of Customer should not sign this LOA. ***The Customer Disclosures attached hereto are an integral part of this LOA. This LOA is confidential and may not be disclosed to third parties.***

SIGNATURE

The undersigned is authorized to sign on behalf of Customer and Customer agrees to be bound by the Terms of Service. This LOA is effective as of the date of execution below.

Customer

By:_____
Print Name:
Title:_____
Date:

Signing this Government Account Form and Letter of Agency will result in a change of service provider(s).

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CUSTOMER DISCLOSURES

INTERNET-BASED SERVICE

Customer acknowledges and agrees that certain Internet Based Services (which for purposes of this Customer Disclosure, includes, but is not limited to, Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Virtual Auto Attendant and Virtual Voicemail Services), ordered through Granite may not operate in the same manner as traditional wireline phone service and that the following terms and conditions apply with respect to such Internet-Based Services: (a) such services are designed only for use with a compatible PBX or similar advanced telephone system; (b) such services only support Granite's local, intralata toll, interstate long distance and International voice services; (c) such services DO NOT support auto dialers, predictive dialers, telemarketing applications, and elevator lines (only POTS lines, or POTS replacement services with these specific functionalities, such as EPIK, should be used for these purposes); (d) a qualified vendor must install the equipment and service at Customer's sole expense and Granite will not process any order without a qualified vendor involved in the installation process; and (e) Granite requires that Customer provide a complete list of all phone numbers to be ported, any numbers omitted from the list may result in those numbers not being ported at the time of circuit turn-up. Granite will attempt to retrieve CSRs from the existing carrier(s), but cannot guarantee its ability to obtain such CSRs. Customer agrees to provide Granite with complete CSRs, if requested.

CUSTOMER ACKNOWLEDGES AND AGREES THAT SOME OF THE SERVICES PROVIDED BY GRANITE ARE INTERNET-BASED SERVICES AND THAT 911 SERVICES ON INTERNET-BASED SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, CUSTOMER MUST PROVIDE GRANITE WITH THE TELEPHONE NUMBER(S) ASSOCIATED WITH SUCH INTERNET-BASED SERVICES FOR THE REGISTERED ADDRESS.

CUSTOMER ACKNOWLEDGES THAT INTERNET-BASED SERVICES PROVIDED BY GRANITE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM THIRD PARTIES OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE SUCH INTERNET-BASED SERVICES THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES; (B) SUSPENDED OR TERMINATED INTERNET ACCESS SERVICE; (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES; AND/OR (D) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF SUCH INTERNET-BASED SERVICES FROM A LOCATION OTHER THAN THE LOCATION TO WHICH SUCH SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (I.E., IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE, ETC.) WITH GRANITE AND AGREES TO UPDATE, AND PROVIDE PRIOR WRITTEN NOTICE TO, GRANITE OF THE LOCATION OF SUCH EQUIPMENT WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES.

TO THE EXTENT THAT GRANITE PROVIDES INTERNET-BASED SERVICES WHICH CUSTOMER UTILIZES FOR TRANSMISSION OF ALARM SYSTEM SIGNALS, CUSTOMER ACKNOWLEDGES THAT GRANITE IS NOT RESPONSIBLE FOR THE FUNCTIONALITY OF SUCH ALARM SYSTEMS AND SIGNALS. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES ARE NOT INFALLIBLE. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT GRANITE DOES NOT REPRESENT OR WARRANT THAT THE TRANSMISSION OF ALARM SIGNALS WILL NOT BE INTERRUPTED, CIRCUMVENTED OR COMPROMISED. IF INTERNET BASED SERVICES ARE NOT OPERATIVE, NO ALARM SIGNALS CAN BE RECEIVED BY THE MONITORING STATION. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES MAY BE IMPAIRED OR INTERRUPTED BY ATMOSPHERIC CONDITIONS, INCLUDING ELECTRICAL STORMS, POWER FAILURES OR OTHER CONDITIONS AND EVENTS BEYOND GRANITE'S CONTROL. THE USE OF INTERNET-BASED SERVICES MAY PREVENT FROM THE TRANSMISSION OF ALARM SIGNALS AT ANY TIME, AND/OR INTERFERE WITH THE TELEPHONE LINE-SEIZURE FEATURES OF CUSTOMER'S ALARM SYSTEM. IN THE EVENT CUSTOMER ELECTS TO USE INTERNET-BASED SERVICES FOR ALARM LINES; CUSTOMER IS RESPONSIBLE FOR HAVING THESE SERVICES TESTED BY AN AUTHORIZED ALARM INSPECTION COMPANY TO ENSURE SIGNAL TRANSMISSION FEATURES ARE OPERATIONAL. THESE FEATURES INCLUDE BUT ARE NOT LIMITED TO PROPER FUNCTIONING OF LINE SEIZURE AND THE SUCCESSFUL TRANSMISSION OF SIGNALS TO THE MONITORING STATION. CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR ALARM SYSTEM COMPLIANCE WITH THE AUTHORITY HAVING JURISDICTION.

CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER SHALL BEAR THE SOLE RESPONSIBILITY OF INFORMING THIRD-PARTIES OF POTENTIAL CALL RECORDING USING THE INTERNET-BASED SERVICES.

_____

Initialed by Authorized Signer

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Federal Funds Certifications & OMNIA Partners Exhibits

Exhibit F
Federal Funds Certifications

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.

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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 provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Supplier shall not complete the representation at paragraph (d)(1) of this provision if the Supplier has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Supplier Representations and Certifications-Commercial Items. The Supplier shall not complete the representation in paragraph (d)(2) of this provision if the Supplier has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

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Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Supplier shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Supplier represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Supplier shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Supplier responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Supplier represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Supplier shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Supplier responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Supplier has responded "will" in the representation in paragraph (d)(1) of this provision, the Supplier shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Supplier has responded "does" in the representation in paragraph (d)(2) of this provision, the Supplier shall provide the following information as part of the offer:

(i) For covered equipment—

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(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

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Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

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.

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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 supplier agree? YES MG Initials of Authorized Representative of supplier

(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 Supplier as detailed in the terms of the contract.

Does supplier agree? YES MG Initials of Authorized Representative of supplier

(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 supplier agree to abide by the above? YES MG Initials of Authorized Representative of supplier

(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, supplier will be in compliance with all applicable Davis-Bacon Act provisions.

Does supplier agree? YES MG Initials of Authorized Representative of

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supplier

(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, supplier certifies that supplier 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 supplier agree? YES MG Initials of Authorized Representative of supplier

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

Does supplier agree? YES MG Initials of Authorized Representative of supplier

(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)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Supplier also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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

Does supplier agree? YES MG Initials of Authorized Representative of supplier

(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

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Appendix B – OMNIA Partners Exhibits

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 supplier certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the supplier 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 supplier or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the supplier will notify the Participating Agency.

Does supplier agree? YES MG Initials of Authorized Representative of supplier

(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 supplier 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 supplier 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, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal 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 of Lobbying Activities," in accordance with its instructions.

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 Section 1352, Title 31, U.S. Code. 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.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does supplier agree? YES MG Initials of Authorized Representative of supplier

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, supplier

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Appendix B – OMNIA Partners Exhibits

certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The supplier further certifies that supplier 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 supplier agree? YES MG Initials of Authorized Representative of supplier

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, supplier 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 supplier agree? YES MG Initials of Authorized Representative of supplier

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, supplier 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. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
(2) A bidder or supplier must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)

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The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does supplier agree? YES MG Initials of Authorized Representative of supplier

Supplier's Name: Granite Telecommunications LLC
Address, City, State, and Zip Code: 100 Newport Ave. Ext., Quincy, MA 02171
Phone Number: 866-847-5500
Fax Number:

Printed Name and Title of Authorized Representative: Michael Galvin, CAO
Email Address: GOVTPROPOSAL@granitenet.com
Signature of Authorized Representative:
Date: 4/4/2024

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

Supplier 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 supplier that are pertinent to supplier'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 supplier's personnel for the purpose of interview and discussion relating to such documents.

Does supplier agree? YES MG Initials of Authorized Representative of supplier

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does supplier agree? YES MG Initials of Authorized Representative of supplier

COMMUNITY DEVELOPMENT BLOCK GRANTS

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Appendix B – OMNIA Partners Exhibits

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Supplier shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Supplier shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does supplier agree? YES MG Initials of Authorized Representative of supplier

Supplier agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that supplier certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Supplier's Name: Granite Telecommunications, LLC

Address, City, State, and Zip Code: 100 Newport Ave. Ext., Quincy, MA 02171

Phone Number: 866-847-5500 Fax Number:

Printed Name and Title of Authorized Representative: Michael Galvin, CAO

Email Address: Govtproposals@granitenet.com

Signature of Authorized Representative: Date: 4/4/2024

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Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Statement of Ownership Disclosure

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Disclosure of Investment Activities in Iran, Russia and Belarus

DOC #7 New Jersey Business Registration Certificate

DOC #8 EEOAA Evidence

DOC #9 McBride-Principles

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Granite Telecommunications, LLC.

Organization Address: 1 Heritage Dr. Quincy, MA, 02171

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☑ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Rob Hale Jr.	Hingham, MA

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Ryan Goldrick	Title:	AVP Contracts and Compliance
Signature:		Date:	1/16/25

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, Ryan Goldrick (name of affiant) residing in Taunton (name of municipality)
in the County of Bristol and State of Massachusetts of full age, being duly sworn according to law on my oath depose and say that:

I am AVP, Contracts and Compliance (title or position) of the firm of Granite Telecommunications, LLC. (name of firm)

_____ the bidder making this Proposal for the bid

entitled Granite response to RFP 24-11 (title of bid proposal), and that I executed the said proposal with full authority to do so that said bidder 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 named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 14 OMNIA Partners _____ (name of contracting unit) 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 project.

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 _____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

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

Company Name: Granite Telecommunications, LLC.

Street: 1 Heritage Dr.

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 photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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 project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

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.

1/16/25

Date ***Authorized Signature and Title***

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 it 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).

_____

Signature of Procurement Agent

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.

A. 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."

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:	1 Heritage Dr.		
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. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____	Ryan Goldrick	AVP, Contracts and Compliance
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
None			$

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

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 Jr. Home Address: Hingham, MA	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

_____
(Affiant)

(Notary Public)

_____
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS

N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____

Printed Name of Authorized Agent *Signature of Authorized Agent*

_____ _____

Title *Date*

Granite Telecommunications, LLC.

Company Name

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.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Ryan Goldrick Title: AVP, Contracts and Compliance

Signature: _____ Date: 1/16/25

DOC #9

MCBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 24-11 **VENDOR/BIDDER:** Granite Telecommunications, LLC.

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☑ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

	1/16/25
Signature	Date
Ryan Goldrick, AVP Contracts and Compliance	
Print Name and Title	

1.5 IMPLEMENTATION OF HOUSE BILL 1295 CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

CERTIFICATE OF INTERESTED PARTIES FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING
Certificate Number:
2024-1141262
Date Filed:
04/02/2024
Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Granite Telecommunications, LLC.
Quincy, MA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Region 14 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
24-S866
Telecommunications Services and Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Robert Hale, Jr. - Granite Telecommunications, LLC	Quincy, MA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION
My name is Michael Galvin and my date of birth is 12/16/1969
My address is 100 Newport Ave Ext. (street) Quincy (city) MA (state) 02171 (zip code) USA (country)
I declare under penalty of perjury that the foregoing is true and correct.
Executed in Norfolk County, State of Massachusetts on the 4th day of April (month), 2024 (year)

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V3.5.1.5b35d027

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Granite Telecommunications, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

P.O. Box 830103

6 City, state, and ZIP code

Philadelphia, PA 19182-0103

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

0	4	–	3	6	4	3	2	9	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** _____ **Date** 1/2/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they