

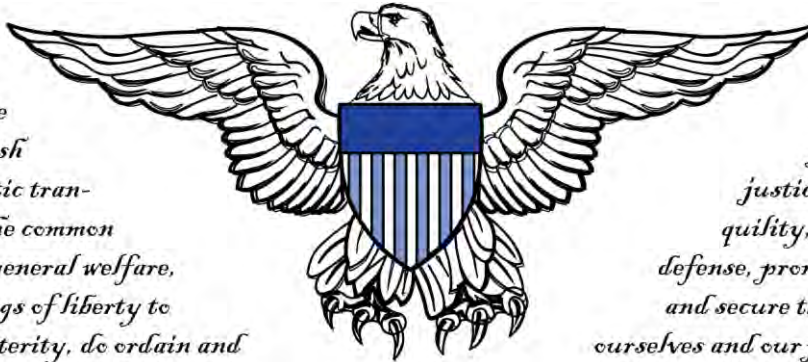


Telecommunication Services

Region 14 Education Service Center through the
National Cooperative Purchasing Alliance

RFP # 14-19

*We the people of
the United States,
in order to form a more
perfect union, establish
justice, insure domestic tran-
quility, provide for the common
defense, promote the general welfare,
and secure the blessings of liberty to
ourselves and our posterity, do ordain and*



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CAGE: 39NE4

23 JUL 2019

DUNS: 111777939

Submitted to:

National Cooperative Purchasing Alliance

Submitted by:

Rachel Knotts

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United States

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United States

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COVER LETTER

19:GT-REK-1004

29 JUL 2019

Attention: National Cooperative Purchasing Alliance (NCPA)

Subject: Telecommunication Services

Reference: RFP #14-19

Granite Telecommunications, LLC ("Granite") is pleased to provide its quotation in response to RFP #14-19 for Telecommunication Services. Granite has the experience, capability, and resources necessary to provide the requested telecommunications services as a Competitive Local Exchange Carrier (CLEC). Within this response, Granite recognizes, understands, and clarifies that:

1. Granite's annual representations and certifications have been completed electronically at <https://sam.gov>.
2. Granite is a registered reseller of telecommunications services and enters into agreements with underlying carriers for the services. In the event the Customer terminates a service prior to the expiration of the term, then Granite shall waive all early termination fees typically assessed by Granite, but reserves the right to pass through any direct and verifiable cancellation fees assessed by the underlying carrier.
3. All pricing provided is Firm-Fixed Pricing (FFP) and includes only applicable Taxes, Fees, and Surcharges.
4. If it is determined that special construction charges apply, due to unforeseen conditions that could not reasonably be anticipated at the time of the proposal (e.g., structural changes made to the facilities where work is to be performed, Unforeseen Special Construction); additional charges may apply and shall be mutually agreed to by Granite and NCPA at the time of identification.
5. Granite takes exception to the Customer's right to terminate the service at any time

without financial penalty. Granite is a registered reseller of telecommunication services and enters into agreements with underlying carriers for the services. In the event the Customer terminates a service prior to the expiration of the term, then Granite shall waive all early termination fees typically assessed by Granite, but reserves the right to pass through any direct and verifiable cancellation fees assessed by the underlying carrier.

6. No amount for after-imposed federal, state, or local tax, duty or rate increase was included in the contract prices as a contingency reserve or otherwise.

7. Prices are subject to pre-qualification of sites to determine service availability. Pricing is listed as nationwide unless otherwise noted in the pricing schedule.

8. This quote shall remain valid for a period of 120 days from the date of this letter.

If you have any questions or require additional information, please contact Rachel Knotts at (571) 378-2357 or via email at Govtproposals@granitenet.com. We look forward to working with you.

Regards,

A handwritten signature in black ink that reads "Rachel Knotts".

Rachel Knotts | Government Proposal Specialist

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

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

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are 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.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$35 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

◆ Evaluation

- Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

◆ Formation of Contract

- A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.

◆ NCPA Administrative Agreement

- The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

◆ Clarifications / Discussions

- Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

◆ Multiple Awards

- Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

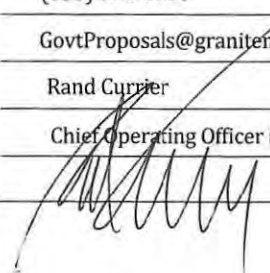
- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

TAB 1 – MASTER AGREEMENT / SIGNATURE FORM

Signature Form

The undersigned hereby proposes and 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. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Granite Telecommunications, LLC
Address	100 Newport Ave. Ext.
City/State/Zip	Quincy, MA 02171
Telephone No.	(866) 847-1500
Fax No.	(833) 871-8320
Email address	GovtProposals@granitenet.com
Printed name	Rand Currier
Position with company	Chief Operating Officer (COO)
Authorized signature	

TAB 2 – NCPA ADMINISTRATION AGREEMENT

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 1, 2019, by and between National Cooperative Purchasing Alliance ("NCPA") and Granite Telecommunications, LLC ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 1, 2019, referenced as Contract Number 01-99, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Telecommunication Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

♦ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.


<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

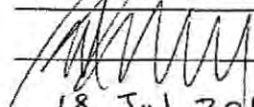
◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
 Title: Director, Business Development
 Address: PO Box 701273
Houston, TX 77270
 Signature: 
 Date: August 1, 2019

Vendor:

Granite Telecommunications, LLC
 Name: Rand Currier
 Title: Chief Operating Officer (COO)
 Address: 100 Newport Ave. Ext.
Quincy, MA 02171
 Signature: 
 Date: 18 Jul 2019

TAB 3 – VENDOR QUESTIONNAIRE

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

☒ 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

☐ All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Mariana Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

♦ Minority and Women

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- Minority / Women Business Enterprise
 - Respondent Certifies that this firm is a M/WBE ☐
- Historically Underutilized Business
 - Respondent Certifies that this firm is a HUB ☐

♦ Residency

- Responding Company's principal place of business is in the city of Quincy, State of MA

♦ Felony Conviction Notice

- Please Check Applicable Box:
 - ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
 - ☒ Is not owned or operated by anyone who has been convicted of a felony.
 - ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

♦ Distribution Channel

- Which best describes your company's position in the distribution channel:

<input type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input checked="" type="checkbox"/> Other: <u>Competitive Local Exchange Carrier</u>

♦ Processing Information

- Provide company contact information for the following:
 - Sales Reports / Accounts Payable
 - Contact Person: Melanie Harris
 - Title: Senior Government & Premier Account Analyst
 - Company: Granite Telecommunications LLC
 - Address: 462 Seventh Ave. 7th Floor
 - City: New York State: NY Zip: 10018
 - Phone: 212-377-5218 Email: mharris@granitenet.com

▪ Purchase Orders

Contact Person: Melanie Harris

Title: Senior Government & Premier Account Analyst

Company: Granite Telecommunications LLC

Address: 462 Seventh Ave. 7th Floor

City: New York State: NY Zip: 10018

Phone: 212-377-5218 Email: mharris@granitenet.com

▪ Sales and Marketing

Contact Person: Greg Giambalvo

Title: Regional VP of Sales & Senior Director of Government Sales

Company: Granite Telecommunications LLC

Address: 444 W. Railroad Ave, Suite 200

City: West Palm Beach State: FL Zip: 33401

Phone: 561-868-8114 Email: ggiambalvo@granitenet.com

♦ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

- Vendor will provide additional discounts for purchase of a guaranteed quantity.

☒ Yes ☐ No

TAB 4 – VENDOR PROFILE

Company's official registered name:

Granite Telecommunications, LLC

Brief history of your company, including the year it was established:

Granite is the largest and fastest growing competitive local exchange carrier in the United States. Since 2002, has grown to achieve \$1.4 billion in annualized revenue as of December 2017. Granite supports more than 25 federal 500,000 locations. Granite manages over 1.35 million phone lines and 115,000 data lines with offices in Quincy, MA; Lincoln, RI; West Palm Beach, FL; McLean, VA; New York, NY; Philadelphia, PA; Atlanta, GA; Dallas, TX; and Chicago, IL.

Granite provides enterprise-wide telecommunications solutions using an industry-leading support platform with dedicated program management and support teams and a single, customizable invoice. For the past 17 years, Granite has been providing comprehensive telecommunications solutions to the

largest multi-location enterprises throughout the United States and Canada. Granite's customers include more than 70 of the Fortune 100 and 18 of the top 20 largest retailers in the United States. Presently, Granite



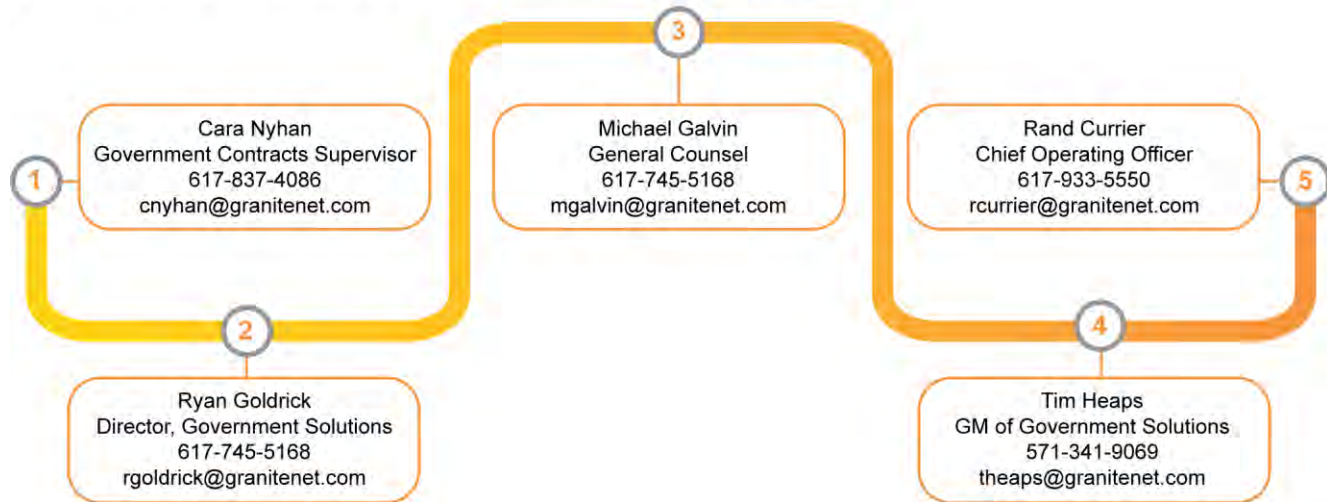
provides services for over 11,000 commercial and government customers across more than 500,000 locations, including the United States Air Force (USAF), US Army (USA), United States Postal Service (USPS), Defense Information Systems Agency (DISA), General Services Administration (GSA), Environmental Protection Agency (EPA), Walgreen's, and PNC Bank.

Company's Dun & Bradstreet (D&B) number:

111777939

Company's organizational chart of those individuals that would be involved in the contract:

CONTRACTS AND LEGAL ESCALATION CONTACTS



Corporate office location:

- List the number of sales and services offices for states being bid in solicitation.
- List the names of key contacts at each with title, address, phone and e-mail address.

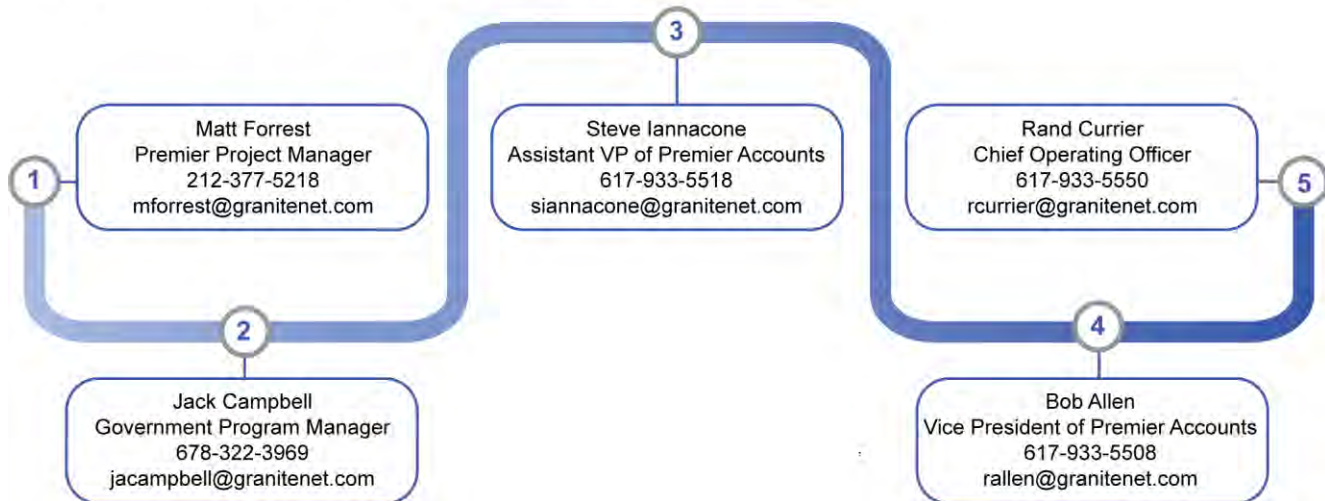
Below is the list of Granite's corporate and sales office locations. Along with our physical office locations, Granite contracts with certified technicians that can service all 50 states ensuring our ability to uphold our SLA guarantees at any location that we service.

MASSACHUSETTS	GEORGIA	RHODE ISLAND
Headquarters 100 Newport Ave. Ext. Quincy, MA 02171 P: 617.933.5500 F: 617.328.0312	900 Circle 75 Pkwy Suite 450 Atlanta, GA 30339 P: 888.984.0055 x1200 F: 888.984.0050	1 Albion Road Suite 200 Lincoln, RI 02865 P: 401.334.3023 F: 401.334.3121

NEW YORK	TEXAS	ILLINOIS
462 Seventh Ave. 7th Floor New York, NY 10018 P: 212.674.7166 F: 212.674.6754	4500 Ratliff Lane Suite 108 Addison, TX 75001 P: 866.847.1500 F: 972.735.9627	1810 Jarvis Ln Elk Grove Village, IL 60007 P: 866.847.1500 F: 630.323.4820
ORLANDO, FL	WEST PALM BEACH, FL	WEST PALM BEACH, FL
3504 Lake Lynda Drive Suite 210 Orlando, FL 32817 P: 321.558.1960 F: 321.558.1620	400 S. Australian Ave. Suite 200 West Palm Beach, FL 33401 P: 561.868.8100 F: 561.835.1327	444 W. Railroad Ave. Suite 200 West Palm Beach, FL 33401 P: 561.868.8100 F: 561.514.0285
PENNSYLVANIA	VIRGINIA	
450 Plymouth Rd. Suite 102 Plymouth Meeting, PA 19462 P: 484.539.9500 F: 610.825.2125	8255 Greensboro Drive Suite 450 Tysons Corner, VA 22102 P: 571.341.9089 F: 703.356.1054	

Key contacts for this project are as follows:

PROGRAM MANAGEMENT ESCALATION CONTACTS



Additional information regarding other Granite locations is available upon award.

Define your standard terms of payment:

Our typical payments terms are net thirty (30) days, but can be altered to fit customers' needs in certain instances. Granite produces its custom invoices in-house with accuracy unmatched in the industry. The advanced project management control Granite exhibits throughout the transition process and its contractual relationships with underlying providers and carriers, act as safeguards to avoid double-billing inaccuracies. Granite's advanced consolidated billing platform will provide NCPA 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:

- A.) One consolidated bill for all services and all locations and;
- B.) 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 provide NCPA 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.

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

Figure 1. Granite's Detailed Bill. *While many providers bundle their fees into a single line item, Granites' bills are broken out into meticulous detail such that each itemized charge for each location served is detailed, including all taxes, surcharges and fees.*

Who is your competition in the marketplace?

As a Competitive Local Exchange Carrier (CLEC), Granite works in conjunction with other telecommunication providers. Although Granite works with other providers to create the best possible solution for our customers, this also means that Granite competes with many of the providers that we also partner with. Granite's CLEC relationship with competitors allows for us to come up with personalized solutions that are both reliable and affordable. Because Granite is electronically bonded with all carriers, our backbone unifies all networks into a logical single network, using the best elements from each provider.

Provide Annual Sales for last 3 years broken out into the following categories:

- **Cities / Counties**
- **K-12**
- **Higher Education**
- **Other government agencies or nonprofit organizations**

Granite Telecommunications, LLC is a privately held company. As such, we do not share our audited financials without the execution of a Mutual Non-Disclosure Agreement (“NDA”). Granite has submitted a sample copy of our NDA with our proposal in **Attachment A**. Upon receipt of a signed NDA, Granite will promptly deliver hard-copies of Granite’s audited financial statements, as requested.

What differentiates your company from competitors?

Granite excels at providing unified services to dispersed enterprises across the United States. NCPA will receive a service provider who is well versed in providing telecommunication services to cost-conscious organizations who want to deliver innovative solutions to their customers. For example, when T-Mobile wanted to distinguish their network as the fastest in the nation, they tapped Granite to provide high-speed Internet access in all of their stores. T-Mobile was very happy with Granite’s enterprise-wide single bill and appreciated our U.S. based customer service representatives and technicians.

Describe how your company will market this contract if awarded:

Granite will market to the full extent allowable by NCPA including but not limited to website, email, and marketing materials (brochures, hand-outs, flyers, etc.).

Describe how you intend to introduce NCPA to your company:

Granite will invite representatives from NCPA to provide training classes to relevant contracting staff and employees. Granite will also host internal training seminars to ensure that staff are fully read-in on the depth and range of services offered under the NCPA purchasing agreement.

Describe your firm's capabilities and functionality of your on-line catalog / ordering website:

Granite is offering pricing based on the GSA Schedule 70 referenced in **Attachment B**. Granite does not have a commercial pricing catalog, however for this submission Granite is using the preapproved GSA Schedule 70 pricelist that is available to all federal agencies. The only change or alteration to pricing is to account for NCPA's administrative fee into each line item.

Describe your company's Customer Service Department (hours of operation, number of service centers, etc.):

Granite provides industry-leading customer support; including its established single point of contact "Premier" project management model and Granite's Helpdesk, our trained in-house customer service team that is available 24x7x365. Granite's Premier program management model has been a keystone commercial practice for over a decade. Granite's Premier program is designed to perform an analysis of a customer's telecommunications solutions and assign a dedicated Premier Account Representative who will work with the customer on any and all matters for the duration of the contract.

Similarly, Granite's Helpdesk has been designed with customers' needs in mind. Unlike the arduous touch tone menus, extended hold times, and offshore call centers of other carriers, a member of Granite's customer service team will answer the phone on average in less than ten (10) seconds. Members of the source selection team are encouraged to call us at (866) 847-5500 at any time to verify this unmatched availability.

Green Initiatives

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 has 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 cost of commuting as well as help the environment.

Vendor Certifications (if applicable)

In lieu of physical copies of all state licenses, Granite has included a table referencing our licenses from the Public Service Commission, Department of Revenue, and Secretary of State. If a hard copy is needed before the commencement of work in a given state, Granite will provide the license as requested. Please see **Attachment C** for more information.

TAB 5 – PRODUCTS AND SERVICES

Granite 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, 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 provides services through wholesale commercial agreements with the Incumbent Local Exchange Carriers (ILECs) (e.g., Verizon, AT&T, and T-Mobile), and has arrangements to provide service through major independent telephone operating companies (ITOCs).

5.1 INTERNET ACCESS SOLUTIONS

Granite offers Dedicated Internet Access (“DIA”) utilizing a broad range of technologies and solutions offering scalable bandwidth options. Granite offers these services over the following networking technologies:

- Cable
- Ethernet
- T1 / DS1

5.1.1 CABLE ACCESS

Granite’s cable service provides customers with a fast, reliable, always-on high-speed access. The cable service is a type of network bridge and modem that provides bi-directional data communication via radio frequency (RF) channels on a hybrid fiber-coaxial (HFC) or radio frequency over glass (RfOG) infrastructure. Cable services are used to deliver Internet access, taking advantage of the high bandwidth of a HFC and RF networks.

5.1.2 ETHERNET

Ethernet is the standard for high speed internet allowing for fast, reliable, plug-and-play access to the Internet. Ethernet provides this standard over fiber optic cable or existing copper facilities.

5.1.3 T1 / DS1

Digital Signal 1 (DS1, sometimes DS-1) is a T-carrier signaling scheme. DS1 is a widely used standard in telecommunications in North America to transmit data between devices. DS1 is the logical bit pattern used over a physical T1 line. A DS1 circuit is made up of twenty-four 8-bit channels (also known as timeslots or DS0s), each channel being a 64 Kbps DS0 multiplexed carrier circuit. A DS1 is also a full-duplex circuit, which means the circuit transmits and receives 1.544 Mbps concurrently. A total of 1.536 Mbps of bandwidth is achieved by sampling each of the twenty-four 8-bit DS0s 8000 times per second. This sampling is referred to as 8-kHz sampling. An additional 8 Kbps of overhead is obtained from the placement of one framing bit, for a total of 1.544 Mbps.

5.2 VOICE SERVICES - INTEGRATED SERVICES DIGITAL NETWORK (ISDN) PRIMARY RATE INTERFACE (PRI)

Granite's ISDN PRI is an all-digital networking service that provides a high-speed, intelligent connection to the network.

Dedicated Local T-1/PRI consists of dedicated digital loop access between the local switching facility and your premise using Local Access transport facilities. There are multiple trunk configurations available and all include local dial tone and unlimited local calling, and where facilities permit, calling party number identification is provided on outbound calls. ISDN PRI provides exceptional voice and data communications service without the additional expense of multiple dedicated circuits with benefits that include:

- High-speed, high-capacity digital connectivity
- Intelligent call handling and caller ID functionality
- Exceptionally clear voice communications and quality video
- Fully compatible with today's PBX systems.
- Allocate channels to improve network efficiency on a per-call basis as needed.

- Multi-State ISDN PRI for customers with locations in multiple states and offers a simplified rate structure.

5.3 OTHER SERVICES AND BENEFITS

As part of Granite's value proposition, customers receive the following ancillary services at no additional charge.

5.3.1 PREMIER SUPPORT

Granite will assign a dedicated Premier Account Team to each customer. Each member of the Premier Account Team has considerable experience and will effectively serve the customer in their designated area of expertise. The team will generally consist of the following members:

(1) Premier Account Manager – single point of contact for all support issues; (2) Provisioning Manager - coordinates and manages the transfer or installation of services to Granite's platform; (3) MAC Manager - completes all orders for new service, moves, or changes; (4) Customer Service Manager - assists to manage repair issues on services; (5) Billing Analyst - available to review and resolve any problems that may arise with customer billing; and (6) National Account Sales Executive - initial point of contact with Granite.

5.3.2 ONLINE PORTAL AND SERVICES

Granite provides its customers with unlimited, free access to customer information through Rock Reports, Granite's proprietary web-based software system. Rock Reports can be accessed 24 hours per day, 7 days per week through Granite's website (www.granitenet.com), except during scheduled maintenance. Granite will provide a web demo and training in the use of the website to download billing and run reports, at no additional cost. Customers can use Rock Reports to access the following types of information: (1) invoices in multiple formats; (2) payment history; (3) services inventory; (4) charges (including features, regulatory fees, etc.); (5) usage reports (if applicable); and (6) trouble, repair and move/add/change tickets. Granite will also provide any and all customized reports based on customer requests.

5.3.3 PROJECT MANAGEMENT

Granite utilizes best practices project management processes to ensure a smooth installation, migration, and transition to Granite's services. Best practices include complete installation and testing of the service elements well in advance of any scheduled cut-over to the new services provided by Granite. The actual activation of service is a coordinate event in which Granite

Additional Notes:

1. Speeds are listed by download speed / upload speed
2. Prices are subject to change if construction is necessary to deliver the requested service.
3. Granite will waive its Carrier Surcharge Recovery Fee for all Hi-CAP circuits/services delivered by Covad, Verizon, AT&T, or CenturyLink.
4. Prices exclude modem and router costs, which vary based on customer specifications and models.
5. Prices exclude applicable taxes, fees, and surcharges in accordance with applicable law, tariff or regulatory provisions.

Some services may be subject to early termination fees if the service is terminated prior to the end of the service term (which is usually a minimum of twelve months) and will be assessed on a per order basis. In the event the Customer terminates a service prior to the expiration of the term, then Granite shall waive all early termination fees typically assessed by Granite, but reserves the right to pass through any direct and verifiable cancellation fees assessed by the underlying carrier.

TAB 8 – VALUE ADDED PRODUCTS AND SERVICES

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 the NCPA. Granite will 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

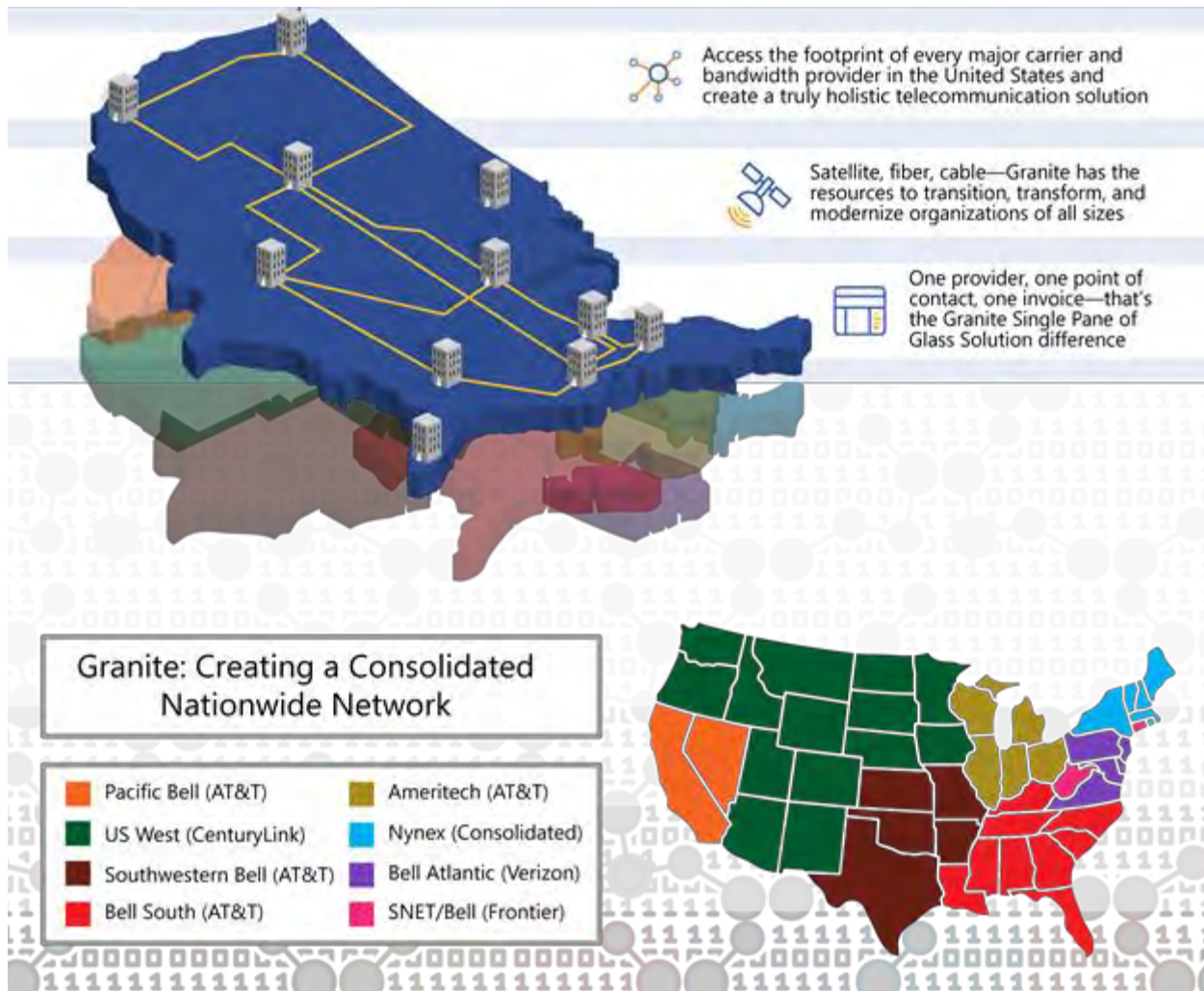
Because Granite provides both TDM-based Services and IP-based services, Granite’s support platform is set up to facilitate a “like-for-like” transition of services or a transformation to next-generation services at the schedule and pace dictated by the NCPA as time and budget allow. The value of this 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. SIP service provided by Granite can be provisioned to support voice and data applications, fax, and alarms. Direct Trunk Overflow is available to redirect inbound calls should the primary SIP trunk be unavailable or full.

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 will connect to the Government-provided power connection points and termination frame, coordinate with the COR prior to any installation, and ensure compatibility with the Government's current infrastructure. Granite acknowledges that the Government does not authorize aerial cable installations.

8.1 GRANITE'S LAYER 2 AND 3 BACKBONE NETWORK

Granite's backbone network features geographically diverse network Points-of-Presence (POPs) housed in secure SSAE 16-compliant data centers. Granite's POPs are connected by redundant and carrier-diverse multi-gigabit per second (Gbps) DWDM optical circuits to ensure maximum network availability. Granite has implemented full equipment redundancy throughout our core network to eliminate single points of failure. Adding to our capacity, Granite's backbone network is joined through Network-to-Network Interfaces (NNIs) with the Layer 2 and Layer 3 networks of more than 30 different carrier partners, including AT&T, Verizon, CenturyLink, Global Capacity, and Windstream. This fully integrated network enables Granite to deliver on-net Layer 2 and Layer 3 services transparently across a truly nationwide footprint, regardless of carrier.



Similar to its NNI agreements with national Layer 3 providers, Granite has formalized contractual agreements with SIP-based VoIP carriers such as Verizon, CenturyLink and Inteliquent (formerly Broadvox/Onvoy) that allow it to deliver next-generation voice services across its national footprint. As a certified CLEC, Granite fully complies with all federal and state mandates for number portability, and Granites' solutions provide full and transparent access and interoperability with the Public Switched Telephone Network.

8.2 CUSTOMER SERVICE

Granite provides superior customer support through our dedicated program management model, our Helpdesk, and our trained in-house customer service team available 24x7x365. Granite's "Premier" program management model has been a keystone commercial practice for over a decade and seamlessly fits the requirements and expectations of NCPA. Granite's Premier program first analyzes a customer's unique needs and telecommunications solutions and then assign a dedicated Account Manager for the duration of the contract. Granite also provides transparent, proactive support rather than the reactive, out-of-touch support provided by most service providers. Unlike the arduous touch tone menus, extended hold times, and off-shore call centers of other carriers, a member of Granite's college-educated customer service team based in Quincy, MA will answer the phone on average in less than ten (10) seconds. Representatives from NCPA are encouraged to call us at 866-847-5500 at any time to verify this unmatched availability.

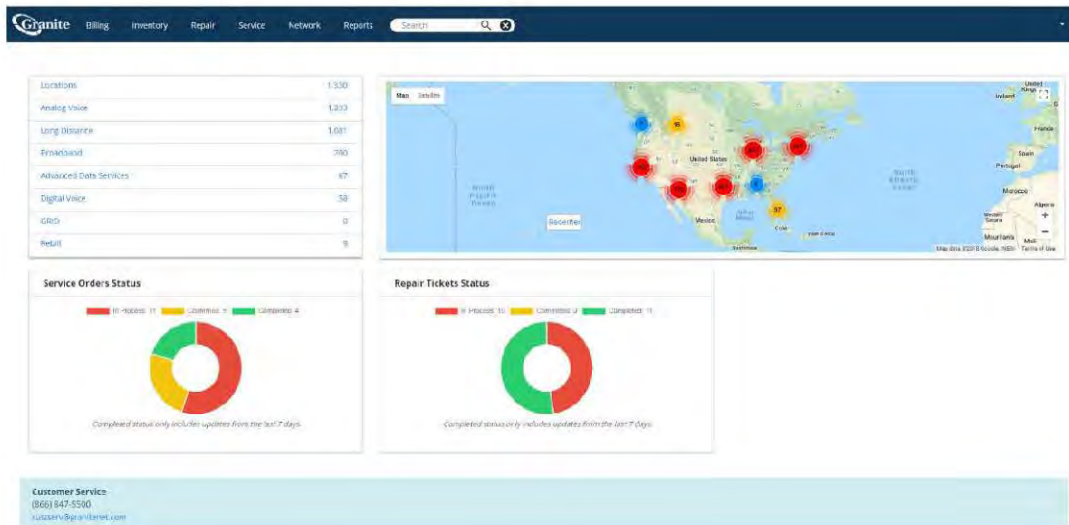


8.3 SUPPORT SYSTEMS

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.





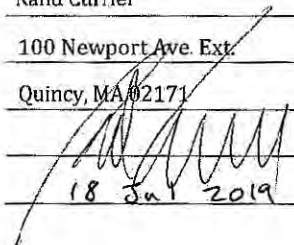
TAB 9 – REQUIRED DOCUMENTS

9.1 CLEAN AIR AND WATER ACT / DEBARMENT NOTICE

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations 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 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Granite Telecommunications, LLC
Print Name	Rand Currier
Address	100 Newport Ave. Ext.
City, State, Zip	Quincy, MA 02171
Authorized signature	
Date	18 Jul 2019

9.2 CONTRACTORS REQUIREMENTS

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

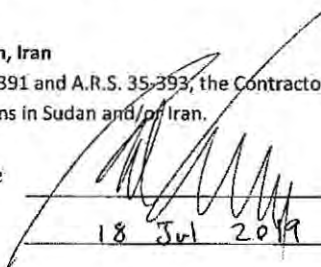
Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature

Date


18 Jul 2019

9.3 ANTITRUST CERTIFICATION STATEMENTS

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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 bid, 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 bid, 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 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.

Company name	Granite Telecommunications, LLC
Address	100 Newport Ave. Ext.
City/State/Zip	Quincy, MA 02171
Telephone No.	(866) 847-1500
Fax No.	(833) 871-8320
Email address	GovtProposals@granitenet.com
Printed name	Rand Currier
Position with company	Chief Operating Officer (COO)
Authorized signature	18 Jul 2019 

9.4 FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. 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).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

9.5 REQUIRED CLAUSES FOR FEDERAL ASSISTANCE BY FTA

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9.6 STATE NOTICE ADDENDUM

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>

ATTACHMENT A

GRANITE TELECOMMUNICATIONS, LLC

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is made and entered into by and between Granite Telecommunications, LLC, a Delaware limited liability company (referred to herein as "Granite") and _____ (referred to herein as "Company") (Granite and Company each being referred to as a "Party" or together as the "Parties"). The terms "Recipient" and "Discloser" used throughout this Agreement refer to either Granite or Company, as the case may be. The effective date of this Agreement shall be the later of the days set forth by the undersigned below (the "Effective Date").

RECITALS

Whereas, the Parties intend to engage in discussions concerning a potential business relationship (the "Proposed Relationship"); and

Whereas, in connection with the Proposed Relationship it may be necessary for each Party, as Discloser, to provide to the other, as Recipient, certain information (the "Information"), including trade secret information, considered to be confidential, valuable and proprietary by Discloser, for the purpose of evaluating the Proposed Relationship;

Now therefore, in consideration of the mutual promises and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Discloser's Information.** Information may include, but is not limited to, intellectual property, trade secrets, technical, financial, marketing, staffing and business plans and information, strategic information, proposals, requests for proposals, specifications, drawings, prices, costs, customer information, procedures, proposed products, processes, business systems, software programs, techniques, services and like information of, or provided by, Discloser, its Affiliates or any of their third party suppliers or agents, and also includes the fact that such information has been provided by the Discloser, the fact that the parties are discussing the Proposed Relationship and any terms, conditions or other facts with respect to the Proposed Relationship (collectively "Discloser's Information"). Information provided by one party to the other before execution of this Agreement and in connection with the Proposed Relationship is also subject to the terms of this Agreement. "Affiliates" means any company owned in whole or in part, now or in the future, directly or indirectly through a subsidiary, by a party hereto or under common ownership, in whole or in part, with a party, unless such Affiliate is in competition with the Discloser.

2. **Non-Disclosure Obligation.** Unless otherwise agreed to in writing by the Discloser, Recipient will protect Information provided to Recipient by or on behalf of Discloser from any use, distribution or disclosure except as permitted in this Agreement. Recipient agrees:

- (a) not to disclose the Information for a period of three (3) years following the Term of this Agreement (excepting trade secrets which Recipient will not disclose at any time during the Term of this Agreement or following the Term of this Agreement);
- (b) to use the same degree of care and diligence to protect Information from use, distribution or disclosure to others as Discloser employs or should reasonably employ to so protect its Information (but in no event less than reasonable care);
- (c) not to use, reproduce or copy the Information, in whole or in part, except as necessary for the evaluation or conduct of the Proposed Relationship;

- (d) to immediately notify the Discloser upon discovery of any loss or unauthorized disclosure of the Information by the Recipient.

Notwithstanding the foregoing, the Recipient may disclose the Information to such of the Recipient Party's employees, consultants and agents (collectively "Recipient's Representative") which the Recipient reasonably and in good faith believes are needed to be involved in the evaluation or performance of the Proposed Relationship, provided such Recipient's Representative is informed of this Agreement and agrees to be bound by the terms hereof, and the Recipient uses best efforts to cause the Recipient's Representative to observe the terms and conditions of this Agreement. The Recipient agrees that a breach of this Agreement by a Recipient's Representative shall constitute a breach of this Agreement by the Recipient.

3. Designation of Information. All Information will be provided to Recipient in written or other tangible or electronic form and must be marked with a confidential and/or proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and/or proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and/or proprietary notice and provided to Recipient within thirty (30) calendar days after such disclosure. Notwithstanding the foregoing, the Parties agree that any failure to mark documents or reduce oral disclosures to writing shall not alleviate the Receiving Party of its obligations under this Agreement if the disclosed Information would reasonably be considered confidential based upon the nature of the information or the circumstances surrounding its disclosure.

4. Public Information. Discloser's Information does not include:

- (a) any information publicly disclosed by Discloser;
- (b) any information Discloser in writing authorizes Recipient to disclose without restriction;
- (c) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential;
- (d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed such information; or
- (e) any information Recipient independently develops without use of or reference to Discloser's Information.

5. Mandatory Disclosure. If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to seek an appropriate protective order or to take steps to protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.

6. Copies, etc. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original.

7. Ownership; Return of Information. Information remains at all times the property of Discloser. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any Information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.

8. **Privacy.** Recipient will not identify Discloser, its Affiliates or any other owner of Information in any advertising, sales material, press release, public disclosure or publicity without prior written authorization by Discloser. No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of Information to Recipient.

9. **Term.** The term of this Agreement and the Parties' obligations hereunder commence on the Effective Date and extend with regard to all Information until three (3) years after the date of final disclosure of Information hereunder. Thereafter, the parties' obligations hereunder survive and continue in effect in accordance with Section 2 of this Agreement and/or indefinitely with respect to any Information that is a trade secret under applicable law.

10. **No Commitment.** This Agreement is not a commitment by either Party to enter into any transaction or business relationship, nor is it an inducement for either Party to spend funds or resources. No such agreement will be binding unless and until stated in a writing signed by both Parties.

11. **No Additional Rights.** The Recipient shall not have any rights or obligations respecting the Information other than those specifically set forth in this Agreement. Without limiting the generality of any other provision of this Agreement: no license is hereby or otherwise granted, directly or indirectly, under any patent, copyright or other proprietary right of the Discloser or its third party vendors.

12. **Injunctive Relief.** Recipient acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause Discloser and its Affiliates irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.

13. **Assignment.** The rights and obligations of each Party under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the consent of the other Party. This Agreement is binding upon and inures to the benefit of the Parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be.

14. **Waiver.** No forbearance, failure or delay in exercising any right, power or privilege is waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof, or the exercise of any other right, power or privilege. A Party may waive any rights under this Agreement only by written waiver duly signed by such Party.

15. **Severability.** If and to the extent any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from the Agreement and the remainder of the Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.

16. **Headings.** Headings used herein are for reference and convenience only, and shall not be part of this Agreement and shall not define or limit any of the terms or conditions of this Agreement, or be used in the interpretation hereof.

17. **Choice of Law.** This Agreement shall be deemed executed in the Commonwealth of Massachusetts, and is to be governed and construed by Massachusetts law, without regard to its choice of law provisions. The parties agree that jurisdiction and venue for any action to enforce this Agreement are properly in the applicable federal or state court for Massachusetts.

18. Other Provisions. The Parties further agree that: (a) no provision of this Agreement shall affect, limit or restrict either Party's right to engage in any business in any place and at any time, whatsoever, provided the Recipient does not use, reproduce, copy or disclose the Information in violation of this Agreement, and (b) neither Party makes any representations or warranties as to the accuracy or completeness of any Information disclosed hereunder;

19. Notices. All notices, requests or other communications given hereunder shall be in writing and addressed to the Parties as follows:

If to Granite: Granite Telecommunications, LLC
100 Newport Avenue Ext.
Quincy, MA 02171
Attn: Legal Department

If to Company: _____

Either Party may change its designated address and/or addressee by giving notice as provided herein. All notices, requests or other communications addressed in accordance with this Agreement shall be effective when received.

20. Entire Agreement. This Agreement is the entire agreement between the Parties hereunder and may not be modified or amended except by a written instrument signed by both parties. Each Party has read this Agreement, understands it and agrees to be bound by its terms and conditions. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

Granite Telecommunications, LLC

By: _____

Name: _____
(Print)

Title: _____

Date: _____

By: _____

Name: Rand Currier
(Print)

Title: Chief Operating Officer

Date: 05 March 2018

ATTACHMENT B

In lieu of a pricing catalog, Granite has provided the GSA Schedule 70 price list. Variations in pricing from this schedule is due to the additional administrative fee as required by NCPA.

GSA PRICELIST					
EQUIPMENT: 132-8					
Manufacturer	Product #	Product Name	Product Description	UOI	GSA Price
AdTran	1700341F1	NetVanta 3140	Fixed Port Secure Access Ethernet Router - Rackmount	Each	\$368.20
SERVICES: 132-52					
SERVICE NAME	SERVICE DESCRIPTION			UOI	GSA Price
SIP Call Paths: 0-100	SIP Call Paths are the logical connectivity for an individual call, either inbound or outbound, to be established with an end user of a Session Initiated Protocol Voice over Internet Protocol service provider and the calling/called party across the Public Switched Telephone Network. These can be requested in quantities of one with no predetermined maximum limit. When ordered to a single customer and configured on the customer's IP PBX, it is known as a SIP Trunk with the quantity SIP Call Paths, also known as Concurrent Call Paths, configured for that individual customer. **Includes local calling			EA	\$15.72
SIP Call Paths: 101-200	SIP Call Paths are the logical connectivity for an individual call, either inbound or outbound, to be established with an end user of a Session Initiated Protocol Voice over Internet Protocol service provider and the calling/called party across the Public Switched Telephone Network. These can be requested in quantities of one with no predetermined maximum limit. When ordered to a single customer and configured on the customer's IP PBX, it is known as a SIP Trunk with the quantity SIP Call Paths, also known as Concurrent Call Paths, configured for that individual customer. **Includes local calling			EA	\$14.74
SIP Call Paths: 201-300	SIP Call Paths are the logical connectivity for an individual call, either inbound or outbound, to be established with an end user of a Session Initiated Protocol Voice over Internet Protocol service provider and the calling/called party across the Public Switched Telephone Network. These can be requested in quantities of one with no predetermined maximum limit. When ordered to a single customer and configured on the customer's IP PBX, it is known as a SIP Trunk with the quantity SIP Call Paths, also known as Concurrent Call Paths, configured for that individual customer. **Includes local calling			EA	\$13.75
SIP Call Paths: 301-400	SIP Call Paths are the logical connectivity for an individual call, either inbound or outbound, to be established with an end user of a Session Initiated Protocol Voice over Internet Protocol service provider and the calling/called party across the Public Switched Telephone Network. These can be requested in quantities of one with no predetermined maximum limit. When ordered to a single customer and configured on the customer's IP PBX, it is known as a SIP Trunk with the quantity SIP Call Paths, also known as Concurrent Call Paths, configured for that individual customer. **Includes local calling			EA	\$11.79
SIP Call Paths: 500+	SIP Call Paths are the logical connectivity for an individual call, either inbound or outbound, to be established with an end user of a Session Initiated Protocol Voice over Internet Protocol service provider and the calling/called party across the Public Switched Telephone Network. These can be requested in quantities of one with no predetermined maximum limit. When ordered to a single customer and configured on the customer's IP PBX, it is known as a SIP Trunk with the quantity SIP Call Paths, also known as Concurrent Call Paths, configured for that individual customer. **Includes local calling			EA	\$9.82
Line Initiation Charge	Line Initiation Charge is a one-time fee charged for establishing a SIP Trunk between a customer and Granite.			EA	\$24.56

SERVICE NAME	SERVICE DESCRIPTION	UOI	GSA Price
DID	Direct Inward Dial numbers are telephone numbers that can be assigned to end users on a Private Branch Exchange of a customer that subscribes to a trunking service to access the PSTN. These numbers are globally unique and allow inbound calling to be delivered to users of a PBX individually or as a primary pilot number within the PBX to reach a hunt group or an auto attendant. DID numbers can be ordered individually but are usually ordered in blocks of 20 or 100.	EA	\$0.29
SIP CommPortal	Granite's SIP Portal is an online tool that can be accessed from a web browser by a SIP Trunking customer, usually a telephony system administrator, for DID configuration and routing and call analytics on the SIP Trunking service.	EA	\$3.93
SIP Bursting	A Burstable Call Path is the same as a regular call path in the sense that it provides a Granite SIP Trunking customer access to the PSTN over a SIP based VoIP connection. The difference is Bursting allows a customer to temporarily use more than the predetermined base number of concurrent call paths (CCP), at a rate up to 50% more. For example, if a customer subscribes to 10 CCPs, the 11th call, inbound or outbound, will receive a busy tone. When a customer subscribes to bursting they are billed for the base quantity of 10 unless they have an event of higher than normal call volume. That 11th call, and up to 50% more than the base for a total of 15 CCPs, will be connected without the need for Granite's intervention. The amount of call paths that burst above the base number will be billed for the month in which they are used (in the example above a total of 11 will be billed) and return to the normally billed amount the following month.	EA	\$9.82
Trunk Roll Setup Fee	A Trunk Roll Fee is a one-time fee charged to install any necessary hardware needed to terminate the Granite provided SIP Trunking service. This fee is optional and only needed when a customer requests a dedicated access circuit for the bandwidth needed for SIP trunking service.	EA	\$19.65
Direct Trunk Overflow	Direct Trunk Overflow is a feature of Granite's SIP trunking service that allows multiple customer PBX's the ability to act as primary and backup, load balanced pairs or separate individual objects with DID failover capabilities. DTO will allow the total number of call paths across all PBXs that have a configured SIP Trunk to be available to a single customer PBX if one should fail or lose access to the PSTN. Also, if one PBX fails or loses access to the PSTN, DID failover to the customer's other PBX is automatic without any intervention from Granite or the customer.	EA	\$195.49
Intralata Long Distance (per minute)	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	\$0.019
Interstate Long Distance (per minute)	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	\$0.048
Long Distance (LD) Package - 500 minutes	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	\$15.72
Long Distance (LD) Package - 1000 minutes	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	\$29.47

SERVICE NAME	SERVICE DESCRIPTION	UOI	GSA Price
Long Distance (LD) Package - 2,500 minutes	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	\$68.77
Long Distance (LD) Package - 5,000 minutes	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	\$122.80
Long Distance (LD) Package - 10,000 minutes	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	\$235.77
Long Distance (LD) Package - 20,000 minutes	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	\$392.95
Long Distance (LD) Package - 50,000 minutes	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	\$835.01
Long Distance (LD) Package - 75,000 minutes	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	\$1,105.16
Long Distance (LD) Package - 100,000 minutes	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	\$1,277.08
Long Distance (LD) Package - 150,000 minutes	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	\$1,719.14
Long Distance (LD) Package - 200,000 minutes	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	\$2,112.09
Long Distance (LD) Package - Overages (per minute)	Long Distance is offered in two separate manners for SIP services. If a user plans to use only local calling, they may pay for Long Distance on a per minute rate. If the user plans on using their SIP service for both local and long distance calling, they may opt to purchase an LD package that allots a certain number of minutes per month.	EA	\$0.044

Service Name and Description	Service Charge	Service Areas	Term	GSA Price
Nationwide Internet Tier 1 Minimum Download Speed = 3Mbps Minimum Upload Speed = 500 Kbps	Monthly	Nationwide	12 months	\$82.94
Nationwide Internet Tier 2 Minimum Download Speed = 10Mbps Minimum Upload Speed = 3Mbps	Monthly	Nationwide	12 months	\$111.58
Nationwide Internet Tier 3 Minimum Download Speed = 15Mbps Minimum Upload Speed = 5Mbps	Monthly	Nationwide	12 months	\$133.30
Nationwide Internet Tier 4 Minimum Download Speed = 25Mbps Minimum Upload Speed = 10Mbps	Monthly	Nationwide	12 months	\$182.67
Nationwide Internet Tier 5 Minimum Download Speed = 50Mbps Minimum Upload Speed = 10Mbps	Monthly	Nationwide	12 months	\$185.63
Nationwide Internet Tier 6 Minimum Download Speed = 100Mbps Minimum Upload Speed = 10 Mbps	Monthly	Nationwide	12 months	\$247.84
Service Relocation Non-Recurring Charge (No more than 50 miles)	Each	Nationwide	One Time	\$180.45
Service Activation Fee	Each	Nationwide	One Time	\$180.45
Equipment- Modem (Model Varies by Carrier)	Each	Nationwide	One Time	\$89.77
Long Distance Only PRI's	Monthly	Lower 48 States	12 Months	\$293.20
Long Distance Only PRI's	Monthly	Lower 48 States	36 Months	\$291.69
Per PRI - TDM - DID	Monthly	Lower 48 States	12 Months	\$0.28
Per PRI - TDM - DID	Monthly	Lower 48 States	36 Months	\$0.27
Point To Point Circuits - 1.5mb	Monthly	Lower 48 States	12 Months	\$459.35
Point To Point Circuits - 50mb	Monthly	Lower 48 States	12 Months	\$2,658.34
PRI - TDM	Monthly	Lower 48 States	12 Months	\$383.12
PRI - TDM	Monthly	Lower 48 States	36 Months	\$379.20

*Indicates newly updated Comcast speeds

Service name	Service Description/Service Area	Service Charge	Term	GSA Price
DIA Ethernet 10A	10 Mbps - AT&T Service Area	Monthly	12 Months	\$1,421.78
DIA Ethernet 10C	10 Mbps - CenturyLink Service Area	Monthly	12 Months	\$1,060.24
DIA Ethernet 10F	10 Mbps - Frontier Service Area	Monthly	12 Months	\$1,238.54
DIA Ethernet 10V	10 Mbps - Verizon Service Area	Monthly	12 Months	\$1,080.62
DIA Ethernet 10X	10 Mbps - Other Service Area	Monthly	12 Months	\$1,682.02
DIA Ethernet 20A	20 Mbps - AT&T Service Area	Monthly	12 Months	\$1,771.15
DIA Ethernet 20C	20 Mbps - CenturyLink Service Area	Monthly	12 Months	\$1,599.12
DIA Ethernet 20F	20 Mbps - Frontier Service Area	Monthly	12 Months	\$1,583.93
DIA Ethernet 20V	20 Mbps - Verizon Service Area	Monthly	12 Months	\$1,345.99
DIA Ethernet 20X	20 Mbps - Other Service Area	Monthly	12 Months	\$2,220.99
DIA Ethernet 30A	30 Mbps - AT&T Service Area	Monthly	12 Months	\$2,096.43

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Service name	Service Description/Service Area	Service Charge	Term	GSA Price
DIA Ethernet 30C	30 Mbps – CenturyLink Service Area	Monthly	12 Months	\$1,758.78
DIA Ethernet 30F	30 Mbps – Frontier Service Area	Monthly	12 Months	\$1,899.46
DIA Ethernet 30V	30 Mbps – Verizon Service Area	Monthly	12 Months	\$1,562.20
DIA Ethernet 30X	30 Mbps – Other Service Area	Monthly	12 Months	\$2,715.71
DIA Ethernet 50A	50 Mbps – AT&T Service Area	Monthly	12 Months	\$2,426.48
DIA Ethernet 50C	50 Mbps – CenturyLink Service Area	Monthly	12 Months	\$1,922.82
DIA Ethernet 50F	50 Mbps – Frontier Service Area	Monthly	12 Months	\$2,596.14
DIA Ethernet 50V	50 Mbps – Verizon Service Area	Monthly	12 Months	\$2,071.78
DIA Ethernet 50X	50 Mbps – Other Service Area	Monthly	12 Months	\$4,217.35
DIA Ethernet 100A	100 Mbps – AT&T Service Area	Monthly	12 Months	\$2,912.52
DIA Ethernet 100C	100 Mbps – CenturyLink Service Area	Monthly	12 Months	\$2,503.20
DIA Ethernet 100F	100 Mbps – Frontier Service Area	Monthly	12 Months	\$3,225.33
DIA Ethernet 100V	100 Mbps – Verizon Service Area	Monthly	12 Months	\$2,851.83
DIA Ethernet 100X	100 Mbps – Other Service Area	Monthly	12 Months	\$4,216.89
DIA Ethernet 1000A	1 Gbps – AT&T Service Area	Monthly	12 Months	\$7,709.75
DIA Ethernet 1000C	1 Gbps – CenturyLink Service Area	Monthly	12 Months	\$8,382.98
DIA Ethernet 1000F	1 Gbps – Frontier Service Area	Monthly	12 Months	\$8,042.54
DIA Ethernet 1000V	1 Gbps – Verizon Service Area	Monthly	12 Months	\$8,806.48
DIA Ethernet 1000X	1 Gbps – Other Service Area	Monthly	12 Months	\$8,747.61
Ethernet Activation	Ethernet Service Activation Fee	One-time Charge	N/A	\$1,259.37
T-1 (1.5mb)	T-1 Service-All Service areas (mileage rates may apply)	Monthly	12 Months	\$403.14
T-1 mileage	Monthly Per Mile Charge	Monthly	12 Months	\$5.03
DIA Ethernet 10A	10 Mbps – AT&T Service Area	Monthly	36 Months	\$790.14
DIA Ethernet 10C	10 Mbps – CenturyLink Service Area	Monthly	36 Months	\$588.01
DIA Ethernet 10F	10 Mbps – Frontier Service Area	Monthly	36 Months	\$638.07
DIA Ethernet 10V	10 Mbps – Verizon Service Area	Monthly	36 Months	\$807.46
DIA Ethernet 10X	10 Mbps – Other Service Area	Monthly	36 Months	\$934.45
DIA Ethernet 20A	20 Mbps – AT&T Service Area	Monthly	36 Months	\$983.97
DIA Ethernet 20C	20 Mbps – CenturyLink Service Area	Monthly	36 Months	\$797.51
DIA Ethernet 20F	20 Mbps – Frontier Service Area	Monthly	36 Months	\$845.93
DIA Ethernet 20V	20 Mbps – Verizon Service Area	Monthly	36 Months	\$974.84
DIA Ethernet 20X	20 Mbps – Other Service Area	Monthly	36 Months	\$1,233.68
DIA Ethernet 30A	30 Mbps – AT&T Service Area	Monthly	36 Months	\$1,165.52
DIA Ethernet 30C	30 Mbps – CenturyLink Service Area	Monthly	36 Months	\$930.60
DIA Ethernet 30F	30 Mbps – Frontier Service Area	Monthly	36 Months	\$1,031.16
DIA Ethernet 30V	30 Mbps – Verizon Service Area	Monthly	36 Months	\$980.94
DIA Ethernet 30X	30 Mbps – Other Service Area	Monthly	36 Months	\$1,508.73
DIA Ethernet 50A	50 Mbps – AT&T Service Area	Monthly	36 Months	\$1,349.02

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Service name	Service Description/Service Area	Service Charge	Term	GSA Price
DIA Ethernet 50C	50 Mbps – CenturyLink Service Area	Monthly	36 Months	\$1,071.22
DIA Ethernet 50F	50 Mbps – Frontier Service Area	Monthly	36 Months	\$1,383.29
DIA Ethernet 50V	50 Mbps – Verizon Service Area	Monthly	36 Months	\$1,161.51
DIA Ethernet 50X	50 Mbps – Other Service Area	Monthly	36 Months	\$1,962.10
DIA Ethernet 100A	100 Mbps – AT&T Service Area	Monthly	36 Months	\$1,619.03
DIA Ethernet 100C	100 Mbps – CenturyLink Service Area	Monthly	36 Months	\$1,392.32
DIA Ethernet 100F	100 Mbps – Frontier Service Area	Monthly	36 Months	\$1,839.57
DIA Ethernet 100V	100 Mbps – Verizon Service Area	Monthly	36 Months	\$1,497.47
DIA Ethernet 100X	100 Mbps – Other Service Area	Monthly	36 Months	\$2,342.94
DIA Ethernet 1000A	1 Gbps – AT&T Service Area	Monthly	36 Months	\$4,282.74
DIA Ethernet 1000C	1 Gbps – CenturyLink Service Area	Monthly	36 Months	\$6,393.44
DIA Ethernet 1000F	1 Gbps – Frontier Service Area	Monthly	36 Months	\$6,151.34
DIA Ethernet 1000V	1 Gbps – Verizon Service Area	Monthly	36 Months	\$4,116.14
DIA Ethernet 1000X	1 Gbps – Other Service Area	Monthly	36 Months	\$4,859.67
IP Block	Block of 5 IP Addresses	Monthly	12 Months	\$25.19
CR 1921.B with A	Cisco 1921.B Router Rental with add on A	Monthly	12 Months	\$35.13
CR 4331	Cisco 4331 Router Rental	Monthly	12 Months	\$43.75
CR 4321	Cisco 4321 Router Rental	Monthly	12 Months	\$26.41
CR 1921.B	Cisco 1921.B Router Rental	Monthly	12 Months	\$21.87
MG SVC	Managed Services	Monthly	12 Months	\$28.21

Nationwide Services Notes:

- Prices are subject to pre-qualification of sites to determine service availability.
- Internet Service will be delivered via Digital Subscriber Line (DSL), Cable Broadband, or FTTX.
- The following minimum requirements for quantity and coverage area apply to be eligible to order the Nationwide Service.
 - Minimum order quantity: 200 Circuits
 - Minimum coverage area: 11 States
- Minimum contract term is 1 year.
- Maximum allowable service relocations within 12 months shall be limited to 10% of total inventory.

Additional Notes:

- Speeds are listed by download speed / upload speed
- Prices are subject to change if construction is necessary to deliver the requested service.
- Granite will waive its Carrier Surcharge Recovery Fee for all to all Hi-CAP circuits/services delivered by Covad, Verizon, AT&T or CenturyLink.
- Prices exclude modem and router costs, which vary based on customer specifications and models.
- Prices exclude applicable taxes, fees and surcharges in accordance with applicable law, tariff or regulatory provisions.

Service Areas:

AT&T	AL, AR, CA, CT, FL, GA, IL, IN, KS, KY, LA, MI, MO, MS, NC, NM, NV, OH, OK, SC, TN, TX, WI AL, AR, CA, CO, IA, ID, IN, LA, MI, MN, MO, MS, MT, NM, NV, OH, OK, OR, TN, TX, WA, WI,
CENTURYLINK	WY, AZ, ND, NE, SD, UT, FL, KS, NC, NJ, PA, SC, VA AL, AZ, CA, GA, IA, ID, IL, KY, MN, NC, NE, NV, NY, OK, OR, PA, TN, UT, WI, FL, HI, IN, AI,
FRONTIER	OH, SC, TX, WA, WV CA, FL, HI, ID, IL, IN, MI, NC, NV, OH, OR, PA, SC, TX, WA, WI, CT, DC, DE, GA, MA, MD, NJ,
VERIZON	NY, RI, VA, WV AL, AR, FL, GA, IA, IN, KS, KY, MO, MS, NC, NE, NM, NY, OH, OK, PA, SC, TX, CT, ME, NH,
OTHER	VT, HI

Terms and Conditions:

Prices are subject to pre-qualification of sites to determine service availability.

If applicable, T-1 Mileage shall be the total miles between the service location and the serving central office.

CableVision Foot Print - Colorado, Connecticut, Montana, New Jersey, New York, Utah, Wisconsin

Charter Foot Print - Alabama, California, Connecticut, Georgia, Illinois, Louisiana, Michigan, Minnesota, Missouri, Nebraska, Nevada, New Hampshire, North Carolina, Oregon, South Carolina, Tennessee, Texas, Vermont, Virginia, Washington, Wisconsin

Comcast Foot Print - Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin.

Cox Foot Print - Arizona, Arkansas, California, Connecticut, Florida, Georgia, Idaho, Iowa, Kansas, Louisiana, Massachusetts, Nebraska, Nevada, Ohio, Oklahoma, Rhode Island, Virginia

TimeWarner Foot Print - Kentucky, Maine, New York, North Carolina, Ohio, South Carolina, Texas, Wisconsin

AT&T Ethernet CLLIs

Verizon Ethernet CLLIs

Covad Service Area

Definitions and Abbreviations

"DIA" - Dedicated Internet Access

"DID" - Direct Inward Dialing, ability of a caller outside of company to call an extension directly

Dynamic - Internet Protocol address that changes each time you connect to the Internet

"PRI" - Primary Rate Interface, ISDN version of a T1

Static - Internet Protocol address that does not change and that is unique to the user

"TDM" - Time-division multiplexing

POTS SERVICES

STATE	MRC	STATE	MRC	STATE	MRC	STATE	MRC
AL	\$46.05	IL	\$42.86	NC	\$46.76	RI	\$27.59
AR	\$45.53	IN	\$43.01	ND	\$25.21	SC	\$42.91
AZ	\$20.30	KS	\$40.94	NE	\$32.75	SD	\$29.09
CA	\$38.67	KY	\$49.03	NH	\$21.85	TN	\$47.08
CO	\$23.57	LA	\$43.49	NJ	\$23.76	TX	\$43.34
CT	\$38.46	MA	\$27.31	NM	\$31.23	UT	\$21.45
DC	\$20.69	MD	\$23.67	NV	\$39.01	VA	\$30.61
DE	\$25.56	ME	\$21.96	NY	\$27.21	VT	\$20.17
FL	\$42.46	MI	\$42.57	OH	\$47.26	WA	\$26.13
GA	\$44.95	MN	\$27.43	OK	\$44.27	WI	\$47.04
MO	\$43.52	OR	\$24.56	WV	\$41.31	IA	\$23.89
MS	\$42.43	PA	\$31.15	WY	\$36.12	ID	\$35.71
MT	\$37.28						

UNLIMITED LONG DISTANCE PACKAGE \$6.48 per month

<u>INSTALLATION</u>			
<u>ILEC</u>	<u>1-3 Lines</u>	<u>4-10 Lines</u>	<u>11+Lines</u>
AT&T	\$177.08	\$382.87	\$670.03
Verizon	\$114.86	\$248.87	\$478.59
Frontier	\$95.72	\$191.44	\$263.22
CenturyLink	\$57.43	\$196.22	\$335.01
Other	\$148.36	\$358.94	\$478.59

POTS SERVICE TERMS AND CONDITIONS

1. Locations are subject to pre-qualification to determine service availability.
2. Prices do not include Taxes, Fees, and Surcharges.
3. Prices assume Plain Old Telephone Service (POTS) on Granites wholesale platform and include all standard features (i.e., Anonymous Call Rejection, Billed Number Screening, International Call Blocking, Busy Line/Call Transfer, Call Blocking, Call Forwarding, Call Return/Repeat Dial, Call Selector, Call Trace, Call Waiting, Caller ID, Caller ID Name delivery, Hunting, Repeat Dialing, Three-way Calling, Touchtone, Unlimited *66 Repeat Dialing).
4. Non published or additional listings may be added for an additional monthly recurring charge of \$4.50 per line.
5. Voicemail may be added for an additional monthly recurring charge of \$7.00 per line.
6. For services in resale or remote areas, additional surcharges in an amount of \$9.99 each may apply.
7. For Centrex Service, additional surcharges in an amount of \$8.99 each may apply.
8. Volume and location discounts may apply and shall be determined on an individual case basis (ICB).
9. For services outside of Granite's service area, Granite may re-bill and manage the line at a monthly fee of \$9.95 per line.

ATTACHMENT C

State	Public Service Commission	Department of Revenue	Secretary of State
AL	04-3643290	UGR720002261	N/A
AK	N/A	N/A	File# 800015356
AZ	04-3643290	07-692165-Z	File# R-1089020-0
AR	04-3643290	00264382SLS	File# 002228
CA	U-6842 (Non Wireless), U-4353 (Wireless), U-1354 (VoIP)	SCOHB101-272386	File# 200317210213
CO	07-73622	07-73622-0000	Entity# 20031251932
CT	04-3643290	0534743-000	Business# 756340
DC	04-3643290	350000063105	File# L15776
DE	04-3643290	04-3643290	File# 3509271
FL	TX685	788-013891359-8	Document# M02000001098
GA	04-3643290	20014441368	Control# 0220666
HI	04-3643290	GE-150-616-6784-01	File# 25950C6
ID	04-3643290	002701116-S	W54181
IL	04-3643290	39615871	File# 00979422
IN	04-3643290	116971754001	File# 2003080500409
IA	04-3643290	2-00-148331	ID# 282858
KS	04-3643290	004-043643290F-01	ID# 3506227
KY	04-3643290	243871	ID# 0576185
LA	04-3643290	0023748	Charter# 35260111 Q
MA	04-3643290	043-643-290	ID# D23H90
MD	04-3643290	12332083	ID# z06808968
ME	04-3643290	3001516	Charter# 20020294FC
MI	04-3643290	U043643290	ID# B9378F
MN	04-3643290	6741716	File# 588959-2
MS	04-3643290	041-24747-9	ID# 716471

State	Public Service Commission	Department of Revenue	Secretary of State
MO	04-3643290	18653201	Charter# FL0534647
MT	04-3643290	4191404	Document# 422025
NE	04-3643290	001-009214208	N/A
NV	04-3643290	1001337492	File# 11698-0
NH	04-3643290	04-3643290	ID# 400954
NM	04-3643290	02-966655-00-4	File# 2368660
NC	04-3643290	600374573	ID# 0629316
ND	04-3643290	17189200	ID# 19529700
NY	04-3643290	043643290	ID# 3bt-taf
NJ	04-3643290	043-643-290-000	File# 0600139584
OH	04-3643290	89479394	N/A
OK	STT-10272908-05	521054	File# 3712013663
OR	04-3643290	164838-93	Registry# 164838-93
PA	04-3643290	82915848	ID# A311204
RI	04-3643290	04364329000	ID# 000124418
SC	04-3643290	099325484	ID# 07179
SD	04-3643290	1010-6087-ST	ID# FL001736
TN	04-3643290	785167400	Control# 431411
TX	04-3643290	1-04-3643290-9	ID# 60559
UT	04-3643290	11797841-002-STC	Entity# 6172955-0161
VA	04-3643290	12-043643290F-001	ID# T021000-7
VT	04-3643290	450-043643290F-01	File# L0005695
WA	04-3643290	A09330217	UBI # 602317033
WI	2312	456-0001401434-02	ID# g038437
WV	04-3643290	43643290001	ID# 209745
WY	04-3643290	24014482	ID# 2012000593439