

Request for Quote - Financial Response - Cloud Solution

| RFQ Number | Authorized User Name | Contract Number | Manufacturer / Reseller Name | Date Completed | Grand Total (Total of all Deliverables) |
|-----------------------------|---------------------------------------|-----------------|------------------------------|----------------|--|
| ITS-2019-900DB-Secure Cloud | Information Technology Services (ITS) | PM67317 | Webair | 3/23/2020 | \$52,517.62 |

Unanticipated Enhancements to Services is only applicable to items in Lot 4 - Implementation Services and is calculated based on the percentage the Authorized User chooses in cell E7 (not to exceed 20%).

| Unanticipated Enhancements to Services (Not to Exceed 20%) | Implementation Base Total (without Unanticipated) | Implementation Total (with Unanticipated) | Recurring Cost Total | Data Transfer Cost Total |
|--|---|---|----------------------|--------------------------|
| | | | | |

Please See Request for Quotes for all Authorized User requirements.

Lot this RFQ Applies to:

- Lot 1 Software
 Lot 2 Hardware
 Lot 3 Cloud
 Lot 4 Implementation

If the RFQ includes Lot 4 – Implementation, Contractor must prior to submitting a response to the RFQ either hold an award for Lot 4- Implementation, or be able to provide the services under the other Lots included in the RFQ.

Instructions for When SKU's Have Been Identified by Authorized User

Authorized User will complete RFQ Number, Authorized User Name, Unanticipated Enhancements to Services Percent, Deliverable Number, Deliverable Name, Lot Number, Product Description(s), Manufacturer Part Number(s) (SKU), Net NYS Contract Price(s) and Qty, and Data Transfer Specifications in each of the three sections: Implementation Items, Recurring Items, and Data Transfer Items. The totals of each of these three sections will calculate into the Total Deliverable Cost. Please note, any anticipated deliverable travel costs are only applicable to items in Lot 4 - Implementation Services.

Manufacturer / Reseller will complete Deliverable Narrative, Additional Product Discount (Percentage), and optional Additional Product Discount (Dollars).

Please note: for equivalent products, Manufacturer / Reseller will complete Deliverable Number, Deliverable Name, Deliverable Narrative, Lot Number, Product Description, Manufacturer Part Number (SKU), Net NYS Contract Price, Additional Product Discount (Percentage), Qty and optional Additional Product Discount (Dollars) to meet a defined need as detailed in the Authorized User Request for Quote.

RESPONSES ARE BINDING AND NON-RETRACTABLE.

Deliverable Information

| Deliverable Number | Deliverable Name |
|--------------------|------------------|
| | |

Implementation Items

| RFQ Item Number | Lot Number | Product Description | Manufacturer Part Number (SKU) | Net NYS Contract Price | Additional Product Discount (Percentage) | RFQ Product Price | Qty | Additional Product Discount (Dollars) | Extended RFQ Price | Unanticipated Enhancements to Services (Not to Exceed 20%) |
|-----------------|------------|--|--------------------------------|------------------------|--|-------------------|-----|---------------------------------------|--------------------|--|
| 1 | Lot 3 | One-Time fee for 1Gbps Transport to 3rd party PoP installation | | | | | | | | |
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| 3 | | | | | | | | | | |
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| 14 | | | | | | | | | | |
| 15 | | | | | | | | | | |
| Anticipated Deliverable Travel Costs (Lot 4 - Implementation Services only) | | | | | | | | | | |
| Total Deliverable Implementation Cost | | | | | | | | | | |

| Recurring Items | | | | | | | | | |
|---|------------|---|-------------|----------|---------|---------|-----|---------|-------|
| Item Number | Lot Number | Product Description | Part Number | Contract | Product | Product | Qty | Product | Price |
| 1 | Lot 3 | 10Gbps between NYS and Webair hub Qty is 10 x 12 months = 120 Quantity | | | | | | | |
| 4 | Lot 3 | 1Gbps Transport to 3rd party Qty is 1 x 12 months = 12 quantity | | | | | | | |
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| 30 | | | | | | | | | |
| Total Deliverable Recurring Cost | | | | | | | | | |

| Data Transfer Items | | | | | | | | | | |
|--|------------|---------------------|--------------------------------|------------------------|--|-------------------|-----|---------------------------------------|--------------------|--|
| Data Transfer Specifications: <input type="checkbox"/> | | | | | | | | | | |
| RFQ Item Number | Lot Number | Product Description | Manufacturer Part Number (SKU) | Net NYS Contract Price | Additional Product Discount (Percentage) | RFQ Product Price | Qty | Additional Product Discount (Dollars) | Extended RFQ Price | Unanticipated Enhancements to Services (Not to Exceed 20%) |
| 1 | | | | | | | | | | |
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| 15 | | | | | | | | | | |
| | | | | | | | | | Estimated Deliverable Travel Costs (Lot 4 - Implementation Services only) | |
| | | | | | | | | | Total Deliverable Data Transfer Cost | |
| | | | | | | | | | Total Deliverable Cost | |
| | | | | | | | | | \$52,517.62 | |

Cover Page – Request for Quote – Cloud Solution

TO BE COMPLETED BY AUTHORIZED USER

RFQ Title Secure Cloud **RFQ Number** ITS-2019-900DB

Authorized User Information:
Office of Information Technology Services
Empire State Plaza
Swan Street Building
Core 4, 2nd Floor, Room 2404
Albany, NY 12223

Authorized User Delivery Information:
Office of Information Technology Services
ATTN: Joe Marshall
Empire State Plaza
Swan St. Bldg., Core 3, Floor 2
Albany, NY 12228

Special Delivery Instructions: Actual circuit connection will be handled through Alan Thompson (518) 402-2155.
Location: NYS Office of Information Technology Services
ZEN Building – Computer Room, 201 Fuller Rd
Albany, NY 12203

DESIGNATED CONTACTS

| Name(s) | E-Mail(s) |
|---------------|--|
| Dominic Brefo | its.sm.ITS_BIDS@its.ny.gov |
| | |

Authorized User shall indicate if Procurement Lobbying Law/Restricted Period is in effect: Yes No
Where Procurement Lobbying Law is deemed applicable by the Authorized User, by signing, Contractor affirms that it understands and agrees to comply with the Authorized User's policies and procedures relative to permissible contacts. Information may be accessed at: Procurement Lobbying:
<http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html>

RFQ LOTS

This RFQ is for Products from the following checked Lots as defined in Award # 22802 – Information Technology Umbrella Contract – Manufacturer Based (Statewide):

Lot 1 – Software Lot 2 – Hardware Lot 3 - Cloud Lot 4 – Implementation

The Authorized User named above is seeking competitive quotes from the Contractor (Manufacturer) and their Resellers (where applicable) of Information Technology Umbrella Contract – Manufacturer Based Contract(s) for the above-referenced Products. If the RFQ includes Lot 4 – Implementation, Contractor must prior to submitting a response to the RFQ either hold an award for Lot 4- Implementation or be able to provide the services under the other Lots included in the RFQ.

LOT 3 – CLOUD DATA RISK LEVEL: Low Medium High

DATA CATEGORIZATION ELEMENTS: Public Information

QUESTIONS AND OTHER EVENTS

| Event | Date | Time |
|--------------------------|-----------|--------------|
| RFQ Release Date | 3/16/2020 | N/A |
| Questions Due | 3/17/2020 | 3:00 PM EST |
| Vendor Response Due Date | 3/23/2020 | 10:00 AM EST |

IS THE RFQ BIDDER POOL LIMITED TO M/WBE, SB, AND SDVOB VENDORS: Yes No

BASIS FOR AWARD Lowest Price Meeting Specified Technical Requirements
 Lowest Price Meeting Specified Technical Requirements **and** Mandatory Pass/Fail Requirements
 Best Value with Technical and Financial Score

E-RATE ELIGIBLE Yes (E-Rate Discounts are Required) No

SERVICE MODEL FOR LOT 3 – CLOUD SOLUTION (check all that apply)
 Software as a Service (SaaS) Infrastructure as a Service (IaaS)
 Platform as a Service (PaaS) Anything as a Service (XaaS)

| | |
|--|---|
| DEPLOYMENT MODEL FOR LOT 3 – CLOUD SOLUTION (Check all that apply) | <input type="checkbox"/> Private Cloud <input type="checkbox"/> Community Cloud <input type="checkbox"/> Public Cloud <input type="checkbox"/> Hybrid Cloud <input checked="" type="checkbox"/> Other FedRAMP – High Impact Risk |
| APPLICABLE STATUTORY / POLICY REQUIREMENT | <input type="checkbox"/> None <input type="checkbox"/> CJIS <input type="checkbox"/> FERPA <input type="checkbox"/> FISMA <input type="checkbox"/> GLB <input type="checkbox"/> HIPAA <input type="checkbox"/> HITECH <input type="checkbox"/> Tax <input type="checkbox"/> PPI <input type="checkbox"/> PCI DSS <input type="checkbox"/> SOX <input type="checkbox"/> ECPA <input type="checkbox"/> Other |
| CAIQ REQUIREMENT | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| ATTACHMENTS | Attachment 1 – Financial Response – Cloud Solution Attachment 2 – Non-Collusive Bidding Certification |

The Authorized User will not be held liable for any cost incurred by the Contractor for work performed in the preparation of a response to this RFQ or for any work performed prior to the formal execution of an Authorized User Agreement. Responses to the RFQ must be received by the deadline specified above. Contractors assume all risks for timely, properly submitted deliveries. A Contractor is strongly encouraged to arrange for delivery of RFQ responses prior to the date of the RFQ opening. LATE RFQ responses may be rejected. The received time of a RFQ response will be determined by the Authorized User.

All purchases resulting from this RFQ shall be in accordance with terms and conditions of the OGS Information Technology Umbrella Contract – Manufacturer Based Contract and any additional terms and conditions set forth in this RFQ and its Attachments.

A. SCOPE / MANDATORY REQUIREMENTS

The New York State Office of Information Technology Services is issuing this RFQ to the current Contractors and Resellers under Lot 3 of the Information Technology Umbrella Contract – Manufacturer Based (Group 73600, Award 22802). Responses will only be accepted from Contractors, or their Resellers, meeting the requirements stated herein, or their equivalence. The RFQ is to acquire the following:

1. SCOPE

Procurement of a single, or optimally redundant, service provider level solution to reach redundant service provider class datacenters that will provide THE single source for HUB connectivity to multiple cloud providers. The hub will then allow participant agencies to connect to major cloud providers such as Amazon Web Services, Microsoft Azure, etc. For the duration of an Authorized User Agreement, the Cloud Solution shall conform to the Cloud Solution Manufacturer's specifications, documentation, and performance standards (including applicable license terms, warranties, guarantees, Service Level Agreements, service commitments, and credits).

- Implementation will be coordinated between the awarded Contractor and NYS ITS.
- The term of this agreement is for 3 years starting with the day the Secure Cloud Interconnect is activated and not on the date of the purchase order provided by New York State.
- The charges will be issued on a monthly recurring basis. Each invoice should be issued and received by the 15th of the following month.
- Rates will be billed based on the rate chart provided in the Recurring Schedule section of the RFQ Financial Document for the actual GB's consumed each month.

2. CLOUD SERVICE MODEL

The cloud service model is Infrastructure as a Service (IaaS)

3. CLOUD DEPLOYMENT MODEL

This will be a FedRamp certified cloud deployment mode – High.

4. DATA CATEGORIZATION

The data classification/level of risk for this procurement has been determined to be "High".

To ensure compliance, the awarded Contractor will need to follow NYS ITS Policies (or successor policies) – not limited to but including:

P03-002 - Information Security Policy
S13-002 - Information Classification Standard
S13-003 - Sanitation/Secure Disposal
S13-005 - Cyber Incident Response Standard
S14-002 - Information Classification Standard
S14-003 - Information Security Controls
S14-006 - Authentication Tokens Standard
S14-007 - NYS Encryption Standard
S13-004 Identity Assurance
S14-005 Security Logging
New York State Cyber Incident Reporting Procedures
New York State Information Security Controls Standard
New York State Risk Management Standard

In addition, the following National Institute of Standards and Technology (NIST) Policies (or successor policies) apply:

NIST Federal Information Processing Standard (FIPS) Publication 140-2
NIST Federal Information Processing Standards (FIPS) Publication 199 – Standards for Security Categorization of Federal Information and Information Systems
NIST Special Publication 800-34 Rev.1 Contingency Planning Guide for Federal Information Systems
NIST Special Publication 800-53 - Security and Privacy Controls for Federal Information Systems and Organizations
NIST Special Publication 800-57, Part 1 - Recommendation for Key Management – Part 1: General
NIST Special Publication 800-088r1 - Guidelines for Media Sanitization
NIST Special Publication 800-111 - Guide to Storage Encryption Technologies for End User Devices
NIST Special Publication 800-122 - Guide to Protecting the Confidentiality of Personally Identifiable Information (PII)
NIST Special Publication 800-131A - Transitions: Recommendation for Transitioning the Use of Cryptographic Algorithms and Key Lengths

5. DATA OWNERSHIP

The Authorized User shall own all right, title and interest in Data.

6. DATA LOCATION

All Data shall remain in CONUS.

7. ENCRYPTION

Data will need to be encrypted at all times and should meet or exceed NYS ITS Policy NYS-S14-007 (or successor). Data will not be stored. Data will be in transition, encrypted in flight and transferred to an on prem location within the NYS Private Cloud.

8. SECURITY

CAIQ Requirement/Contractor Security:

- A Consensus Assessment Initiative Questionnaire (CAIQ) is required to be submitted by the Contractor at the time of bid.
- NYS ITS is retaining the right to request the CAIQ be completed annually.
- A written description of Contractor's physical/virtual security and/or internal control processes are required at the time of bid.
- Security Logs and Reports will need to be provided in a format communicated by NYS ITS.

9. MAINTENANCE/SUPPORT

The required level of support would include priority call routing to customer support engineers 24 hours a day, 7 days a week, and a 1-hour response time for high severity support cases. This level of coverage would apply to Production as well as the non-Production environments. Both instances require the same level of support. The assigned customer support engineer for NYS ITS should support both the Production and the non-Production environments.

10. INFRASTRUCTURE SUPPORT SERVICES

Service Level Agreement

The Service will, subject to the exceptions listed below in Section C(7), be available at least 99.9% of the time during any full calendar month in Authorized User's production environment ("Availability Commitment"). The Availability Commitments do not apply to the non-production environments (sandbox, beta, etc.).

11. BUSINESS CONTINUITY/DISASTER RECOVERY (BC/DR) OPERATIONS

The vendor must provide proof of their redundant 24x7 model including site load balancing and disaster recovery. Redundancy should span at least two highly available, secure data centers in the continental United States with a minimum of 500 miles of geographic separation. Contractor's minimum availability must include, but not be limited to the follow: power supply, redundant Internet connectivity with multiple providers, fire protection, etc. Contractor must maintain full off-site back-up of operating systems, software, configurations and any data needed to successfully recovery from any hardware, software or site failure. Contractor's Disaster Recovery procedures will be tested annually by ITS at a time mutually agreeable between the Contractor and ITS.

12. AUTHENTICATION TOKENS

N/A.

13. APPLICATION PROGRAM INTERFACE (API) OR SELF ELECTRONIC PORTAL

N/A.

B. STATEMENT OF WORK

1. IMPLEMENTATION OF CLOUD SOLUTION

The scope of this agreement is to procure a Secure Cloud Interconnect, or equivalent, to be used for access from the NYS computer room in the State University of New York College of Nanoscale Science and Engineering (CNSE) ZEN Building to a termination point within New York State that will then allow users to connect to the cloud of their choice.

2. RECURRING SERVICES

For this engagement, the items expected to be procured are included in the Attachment 1 document that is distributed with the Request for Quote.

3. TRANSFER OF DATA

N/A

C. AUTHORIZED USER TERMS AND CONDITIONS

1. DATA BREACH – REQUIRED CONTRACTOR ACTIONS

Unless otherwise provided by law, in the event of a Data Breach, the Contractor shall:

- a) Notify the ITS Chief Information Security Office (CISO) and any potentially affected Authorized User(s), or their designated contact person(s), by telephone as soon as possible, but in no event more than 4 hours from the time the Contractor confirms the Data Breach.
- b) Consult with and receive authorization from the Authorized User as to the content of any notice to affected parties prior to notifying any affected parties to whom notice of the Data Breach is required, either by statute or by the Authorized User;
- c) Coordinate all communication regarding the Data Breach with the ITS CISO and Authorized User (including possible communications with third parties);
- d) Cooperate with the Authorized User, ITS CISO and any Contractor working on behalf of the Authorized User or ITS CISO in attempting (a) to determine the scope and cause of the breach; and (b) to prevent the future recurrence of such security breaches; and
- e) Take such corrective actions that the Contractor deems necessary to contain the Data Breach. Contractor shall provide Written notice to the Authorized User as to all such corrective actions taken by the Contractor to remedy the Data Breach. Unless otherwise agreed to in the Authorized User Agreement, if Contractor is unable to complete the corrective action within the required timeframe, the remedies provided in Appendix B, Section 52, Remedies for Breach shall apply and:
 - (i) the Authorized User may contract with a third party to provide the required services until corrective actions and services resume in a manner acceptable to the Authorized User, or until the Authorized User has completed a new procurement for a replacement service system;
 - (ii) and the Contractor will be responsible for the reasonable cost of these services during this period.

Nothing herein shall in any way (a) impair the Authorized User or OAG to bring an action against Contractor to enforce the provisions of the New York State Information Security Breach Notification Act (ISBNA) or (b) limit Contractor's liability for any violations of the ISBNA or any other applicable statutes, rules or regulations.

2. AUTHORIZED USER ACCESS TO DATA

The Authorized User shall have access to its Data at all times, through the term of the Authorized User Agreement.

The Authorized User shall have the ability to import or export Data in piecemeal or in its entirety at the Authorized User's discretion at no charge to the Authorized User. This includes the ability for the Authorized User to import or export Data to/from other Contractors.

3. CONTRACTOR ACCESS TO DATA

The Contractor shall not copy or transfer Data unless authorized in writing by the Authorized User. In such an event the Data shall be copied and/or transferred in accordance with the provisions of this Section. Contractor shall not access any Data for any purpose other than fulfilling the service. Contractor is prohibited from Data Mining, cross tabulating, monitoring Authorized User's Data usage and/or access, or performing any other Data analytics other than those required within the Authorized User Agreement. At no time shall any Data or processes (e.g., workflow, applications, etc.), which either are owned or used by the Authorized User be copied, disclosed, or retained by the Contractor or any party related to the Contractor. Contractors are allowed to perform industry standard back-ups of Data. Documentation of back-up must be provided to the Authorized User upon request. Contractor must comply with any and all security requirements within the Authorized User Agreement.

4. SUSPENSION OF SERVICES

During any period of suspension of service, the Authorized User shall have full access to all Data at no charge. The Contractor shall not take any action to erase and/or withhold any Authorized User Data, except as directed by the Authorized User.

5. EXPIRATION OR TERMINATION OF SERVICES

Upon expiration or termination of an Authorized User Agreement, the Authorized User shall have full access to all Data for a period of 60 calendar days. During this period, the Contractor shall not take any action to erase and/or withhold any Data, except as directed by the Authorized User. An Authorized User shall have the right to specify a period more than 60 calendar days in its RFQ.

6. ACCESS TO SECURITY LOGS AND REPORTS

Security logs and reports are expected to be available on demand. Actual specifications on the format will be determined during the project planning. The following is a preliminary list of items that are expected to be available on the service reports:

- Query related statistics, including request details, API usage, and search performance per index.
- Audit related activities such as configuration changes, logins by authorized accounts, and API usage.
- Index health and vital statistics.
- Platform resources, counters, or other items that relate directly to the Authorized User Agreement.

7. CONTRACTOR PERFORMANCE AUDIT

The Service will, subject to the exceptions listed below, be available at least 99.9% of the time during any full calendar month in Authorized User's production environment ("Availability Commitment"). The Availability Commitments do not apply to sandbox, beta, and other test environments. The Availability Commitment of the Service for a given month will be calculated as follows (rounded to the nearest one tenth of one percent):

$$\text{Availability \%} = 100\% \times \frac{(\text{Total Minutes in the Month} - \text{Total Minutes Unavailable in the Month})}{\text{Total Minutes in the Month}}$$

The Service will be deemed to be unavailable only if the Service does not respond to HTTP requests, ("Unavailable").

The Service will not be deemed Unavailable for any downtime or outages relating to:

- (i) a Customer Outage Event,
- (ii) equipment, applications, interfaces, integrations, or systems not owned by Contractor, or service not offered by Contractor, or
- (iii) a Force Majeure Event.

"Customer Outage Event" means a period of time in which Service is not available due to acts, omissions or requests of Authorized User, including without limitation:

- (a) configuration changes in, or failures of, the Authorized User end of the network connection,
- (b) work performed by Contractor at Authorized User's request,
- (c) Authorized User's unavailability or untimely response to incidents that require its participation for source identification and/or resolution or
- (d) Authorized User's failure to provide Contractor with any requested physical or remote access to any Authorized User facilities, equipment or personnel.

Emergency Maintenance:

Contractor may perform emergency maintenance for which Contractor will use commercially reasonable efforts to notify Authorized User at least twenty-four (24) hours in advance. For the avoidance of doubt, if the Service is Unavailable due to emergency maintenance, such Unavailability will be included in the Availability calculation.

Service Level Credits:

For each full calendar month in which Contractor fails to meet the Availability Commitment of at least 99.9% (a "Service Level Failure"), Authorized User shall receive a service level credit equal to an amount determined in accordance with this following schedule ("Service Level Credit"). The Service Level Credit shall be calculated as the applicable percentage outlined below multiplied by the annual subscription fee paid by Authorized User for the then current annual period divided by twelve (12):

| <u>Availability %</u> | <u>Service Level Credit</u> |
|-----------------------|-----------------------------|
| 98.5% – 99.89% | 5% |
| 97% - 98.49% | 10% |
| < 97% | 20% |

8. MODIFICATION TO CLOUD SERVICE DEPLOYMENT MODEL, SERVICE MODEL, AND/OR INITIAL FUNCTIONALITY WITHIN AN AUTHORIZED USER AGREEMENT

As Cloud services, can be flexible and dynamic, delivery mechanisms may be subject to change. This may result in changes to the deployment model, service model, functionality, or SKU. The OGS and Authorized Users require notification of any such changes to ensure security and business needs are met.

Any changes to the deployment model, service model, functionality, or SKU (e.g., PaaS to IaaS) must be provided to OGS via Appendix C - Contract Modification Procedures.

In addition, notification must be provided to the Authorized User for review and acceptance, prior to implementation. Any changes to the Authorized User Agreement will require the Authorized User to re-assess the risk mitigation methodologies and strategies and revise the Authorized User Agreement as needed.

D. QUESTIONS

All questions shall be emailed to the Designated Contact E-Mail Address indicated on the Cover Page of this RFQ.

Contractors are strongly encouraged to submit questions as early as possible. However, all questions must be submitted by the Question due date and time listed on the Cover Page of this RFQ. Answers to all questions of a substantive nature shall be provided to all Contractors who received this RFQ in the form of a question and answer document.

All Bids must conform to the terms set forth in this RFQ and the OGS Information Technology Umbrella Contract – Manufacturer Based. Extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid. Extraneous terms submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or Authorized User Agreement but shall be deemed included for informational or promotional purposes only.

Each proposed extraneous term must be specifically enumerated in writing and specify the particular section of this RFQ that Bidder proposes to modify and the reasons why. Any extraneous terms must be submitted during the Question and Answer period as listed on the Cover Page of this RFQ. Extraneous terms submitted after this time will not be considered.

No extraneous term shall be incorporated into the Authorized User Agreement unless expressly accepted by ITS in writing. Acceptance and/or processing of a Bid shall not constitute acceptance of extraneous terms.

ITS will not entertain any exceptions to the OGS Information Technology Umbrella Contract – Manufacturer Based, its Attachments, or Appendices.

E. DOWNSTREAM PROHIBITION

Not required.

F. AUTHORIZED USER DISPUTE RESOLUTION PROCESS

Should a dispute or protest arise regarding this RFQ, the dispute or protest will be considered and decided by the Authorized User.

1. Disputes or Controversies Occurring During the Term of the Authorized User Agreement.

In the event there is a dispute or controversy during the term of the Authorized User Agreement resulting from this RFQ, the Contractor and Authorized User agree to exercise their best efforts to resolve the dispute as soon as possible. The Contractor and Authorized User shall, without delay, continue to perform their respective obligations under the resulting Authorized User Agreement and this Centralized Contract which are not affected by the dispute. Primary responsibility for resolving any dispute arising under the Authorized User Agreement shall rest with the persons designated by the Authorized User and the Contractor's Contract Administrator and/or Account Manager.

In the event the Authorized User is dissatisfied with the Contractor's Products provided under the Authorized User Agreement, the Authorized User shall notify the Contractor in writing pursuant to the terms of the Contract. In the event the Contractor has any disputes with the Authorized User, the Contractor shall so notify the Authorized User in writing. If either party notifies the other of such dispute or controversy, the other party shall then make good faith efforts to solve the problem or settle the dispute amicably, including meeting with the party's representatives to attempt diligently to reach a satisfactory result.

If negotiation between such persons fails to resolve any such dispute to the satisfaction of the parties within fourteen (14) business days or as otherwise agreed to by the Contractor and Authorized User, of such notice, then the matter shall be submitted to the persons designated by the Authorized User and the Contractor's senior officer of the rank of Vice President or higher as its representative. Such representatives shall meet in person

and shall attempt in good faith to resolve the dispute within the next fourteen (14) business days or as otherwise agreed to by the parties. This meeting must be held before either party may seek any other method of dispute resolution, including judicial or governmental resolutions. Notwithstanding the foregoing, nothing in this section shall be construed to prevent either party from seeking and obtaining temporary equitable remedies, including injunctive relief.


The Contractor shall extend the dispute resolution period for so long as the Authorized User continues to make reasonable efforts to cure the breach, except with respect to disputes about the breach of payment of fees or infringement of its or its licensors' intellectual property rights.

Manufacturer / Authorized Reseller Information

This Page is to be Completed By the Manufacturer or Authorized Reseller Responding to the RFQ

The RFQ Response must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this RFQ (including any Questions/Answers or addenda), the OGS Centralized Contract and that all information provided is complete, true and accurate. Quotes received by RFQ due date/time are binding and non-retractable for 120 days or as stipulated in the RFQ.

| Contract # | Manufacturer Name | Authorized Reseller Name |
|------------|-------------------|--------------------------|
| PM67317 | Webair | Webair |

| | | |
|--|------------------|---|
| Manufacturer or Reseller Signature:  | Date: 3/23/20 | Phone Number: 516-938-4100 E-Mail: gerard.hiner@webair.com |
|--|------------------|---|

| | |
|-------------------------------------|------------|
| Printed or Typed Name: Gerard Hiner | Title: CBO |
|-------------------------------------|------------|

If you are not providing a RFQ Response, place an "x" in the box, please explain why you are not responding, and return this page only.

WE ARE UNABLE TO RESPOND AT THIS TIME BECAUSE:

After fully completing the information above, please submit this page via e-mail with "Request for Quote – Financial Response – Cloud Solution" (Excel) to the Authorized User indicated on the Cover Page. Authorized User reserves the right to request the original executed page of this RFQ.

March 31, 2020

Gerard Hiner
Chief Business Officer
Webair Internet Development Company, Inc.
501 Franklin Avenue
Garden City, NY 11530

Via email: gerard.hiner@webair.com

Re: ITS RFQ No. ITS-2019-900DB-Secure Cloud

Dear Mr. Hiner:

Thank you for your quote in response to the above-referenced Request for Quotes (RFQ) for the procurement of a single, or optimally redundant, service provider level solution to reach redundant service provider class datacenters that will provide the single source for HUB connectivity to multiple cloud providers by the Office of Information Technology Services (ITS). ITS is currently evaluating the quotes received in response to the RFQ.

In the process of reviewing your firm's quote, the following question(s) and issue(s) arose that require clarification.

Please be advised that this is not an opportunity to supplement your bid response. Bidder's response should be limited to responding to the below questions only.

| Question #1 | |
|---|---|
| Subject: | Connection to firm's data center |
| Clarification Sought: | If your firm is awarded an authorized user agreement from this RFQ, how long would it take for you to provision a circuit from ITS' data center to your data center and what does the process involve at a high level? |
| Insert OFFICIAL Bidder Clarification Response: | The link will be active within 30 days of placing the order. For the process: Webair will utilize a carrier already on-net at your location for private connectivity. Webair will manage and monitor the circuit during the on-boarding process and on-going once installed. A dedicated Webair PM and technical team will be assigned to the project and coordinate all work. You will be provided with an online portal showing all project deliverables, due dates, and assignees and be able to interact with our team during the entire process. |

Please submit your formal response to my attention at its. no later than 3:00 PM EST on 4/1/2020.

If you fail to provide the Bidder's formal response within the required time period, ITS may be required to disqualify your proposal at this stage of the evaluation process and remove it from further consideration of this award.

Please feel free to contact me at (518) 474-8303 or via email at its.sm.ITS_BIDS@its.ny.gov with any questions you may have.

Sincerely,

Dominic Brefo

Webair Internet Development Company Inc.
501 Franklin Ave, Garden City NY 11530
OGS Contract Number: PM68117
NYS Vendor ID: 1100147313
FED ID: 113460094

BID: ITS-2019-900DB-Secure Cloud

Dear Dominic Brefo,

In response to BID ITS-2019-900DB-Secure Cloud, Webair proposes the following solution.

Background:

Founded in 1998 in New York State, Webair is a managed & hybrid cloud and connectivity company. Webair's core services include: managed connectivity, managed routing & firewall appliances (physical and virtual), transport services, transit services, DDoS monitoring and mitigation, hosted cloud, and backups & disaster recovery as-a-service.

All of Webair's services are available via the NYS OGS contract on Lot3:

https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802CI_Webair.pdf
https://online.ogs.ny.gov/purchase/prices/7360022802PL_Webair.xlsx

Webair provides the same services requested in the RFP to other state owned organizations via the OGS contract such as:

- New York City Department of Health
- Stonybrook Medical Center
- SUNY Downstate Medical Center
- NYSERDA
- Lincoln Center for the Performing Arts
- And others

Webair is a recognized industry leader in the hybrid connectivity space, including being recognized in the following industry analyst reports:

- Gartner Innovation Insight for Software-Defined Cloud Interconnection 2019
- Gartner Market Guide for Managed Hybrid Cloud Hosting, North America, 2018 & 2019
- Gartner Magic Quadrant for Disaster-Recovery-as-a-Service, Notable Vendor, 2017, 2018, 2019

- Market Guide for Cloud Service Providers to Healthcare Delivery Organizations, 2017, 2018, 209

Webair manages and maintains its own Tier3 data center located in Garden City NY. This facility provides critical infrastructure, by way of secure cloud, storage, and colocation to hundreds of local NY based organizations. The facility is also home to a large physical and virtual Meet-Me-Room. Additionally, Webair manages data center footprints in Brooklyn NY, Chicago, and the West coast used to deliver business continuity and disaster recovery to its customers. Webair maintains its own dark fiber network in the NY area, which it uses to provide secure connectivity to its customers. Webair's facility and network is home to multiple software defined networking platforms, including PacketFabric, Megaport, and Equinix ECX. Webair is also a native Azure ExpressRoute C3 partner, and AWS DirectConnect Partner. By partnering with multiple 3rd party interconnection fabrics, Webair can provide connectivity to all 3rd party clouds in the most redundant and diverse way, instead of only maintaining its own private direct connectivity to those clouds.

Webair provides redundant and secure connectivity to AWS, Azure, Google Cloud, Oracle Cloud, Sales Force, and hundreds of other providers and networks.

Proposal:

1) Connectivity to the Hub:

Webair proposes to establish a direct connection between NYS's office at the ZEN Building, computer room, 201 Fuller Rd, Albany NY 12203 and Webair's core network located in New York City. This initial connection can be established as either protected 10Gbps or 100Gbps.

Once connected to Webair in this manner, NYS will be able to order connectivity to any on-net 3rd party providers (listed-below) from Webair's portal. Circuits will be provisioned within 24-48 hours, and without any long term contract commitments to Webair or to the 3rd party providers. NYS will be able to segment the virtual circuits using VLAN or VXLAN tagging.

The following types of services will be available for consumption in this manner:

- Webair IP Transit
- Webair IP Transit with built in DDoS monitoring and mitigation
- Direct connectivity to all carriers and networks on the Megaport platform
- Direct connectivity to all carriers and networks on the PacketFabric platform
- Direct connectivity to all carriers and networks on the Equinix ECX platform
- Direct connectivity to all carriers and networks with physical presence in any Digital Reality or Equinix Meet-me-rooms located within the United States

Some of the networks on-net for the service include:

- **Clouds:** Alibaba Cloud, Amazon Web Services, Google Cloud Platform, IBM Cloud, Microsoft Azure, Oracle Cloud, Nutanix Xi Cloud, Salesforce, SAP,
- **Internet Exchanges:** NYIIX, DE-CIX, AMS-IX, United-IX
- **Network & Service Providers:** Aquacomms, NTT, Pureport, Pilot, Momentum telecom, Kentik, Netskope, Fiberhub

Plus thousands of other carriers and networks.

2) *Pricing and ordering:*

- Ordering for all services will occur through Webair's portal. NYS will indicate the 3rd party and region they wish to connect to and Webair will provide multiple options to NYS so that they can select the best path and network which yields the most resiliency.
- There is no charge for any connectivity across the fixed connection mentioned above in either direction.
- Any connections to 3rd parties will be provided in a flexible manner, with the ability to modify the speed to each provider as required in real time, from 50Mbps to 10Gbps per connection.
- Any usage fees via 3rd party cloud providers will be billed directly by the provider to NYS

3) *Management:*

- As part of the service, Webair will handle all provisioning between all 3 parties, and ensure connectivity is established.
- If required, Webair can provide virtual managed routers between NYS and 3rd party clouds. The purpose of these devices would be for Webair to manage layer3 connectivity, including dynamic routing on NYS's behalf, if needed.

4) *Uptime & Support:*

- All services will be provided with a 99.999% uptime guarantee
- Support for all services will be provided 24x7 with a 15 minute response time SLA. All support is handled by Webair's NOC located within NYS.

5) *Security & Encryption:*

Webair maintains SOC2 Type2 auditing which attests to compliance with the following standards:

- NYS DFS
- CJIS
- FISMA
- HIPAA
- ITAR

- FDA CFR Title 21 Part 11

Additionally, Webair can sign a business associate agreement for the related services.

Webair can also optionally install a physical routing appliance at the NYS location to ensure all traffic between NYS's office and Webair's hub is encrypted in transit.

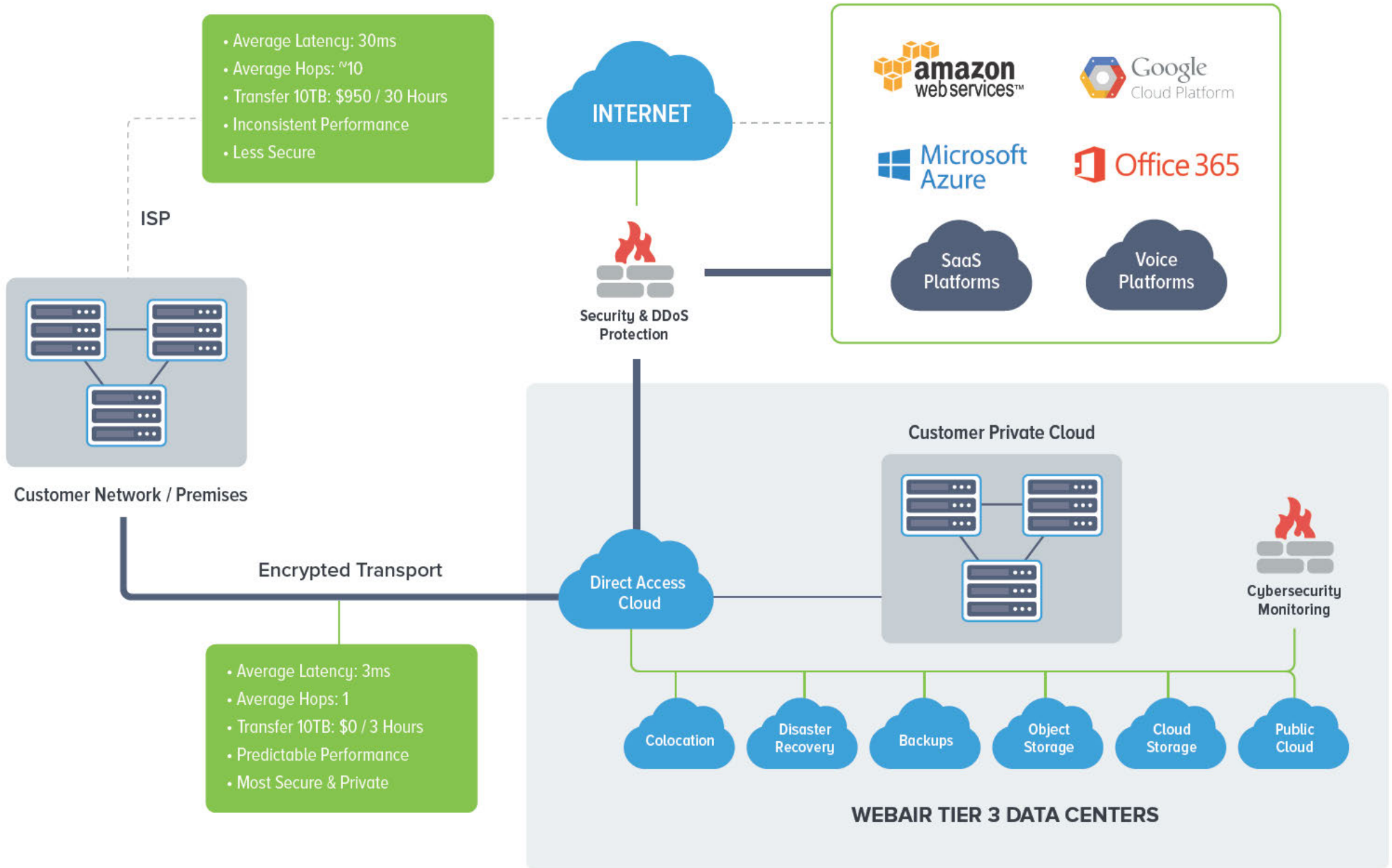
Webair all ensures it will comply with all security and controls in the RFP, including sections A, B, and C.

6) *Disaster Recovery and Business Continuity*

Webair maintains its own BCDR plans and complies with all of the RFP requirements. Additionally, Webair can provide connectivity which bypasses Manhattan and/or takes alternative routes to NYS's existing connectivity to ensure the utmost resilience.

Please see the attached diagram for our reference architecture of the above.

Webair Direct Access Cloud



RFQ# ITS-2019-900DB-Secure Cloud
Due by 3/23/20 @ 3:00pm

OGS IT Umbrella Contract #PM67317
Group: 73600 Award: 22802

Secure Cloud
Lot 3 & 4

| Vendor | Vendor E-mail | RFQ sent date | Proposal Y/N | Date Rec'd | Date to Program | Responsive Y/N | Selected Y/N | No bid | Price | Comments |
|---|---------------|---------------|--------------|------------|-----------------|----------------|--------------|--------|-------|----------|
| 8x8 Inc | | 3/16/2020 | N | | | | | | | |
| 8x8 Inc | | 3/16/2020 | N | | | | | | | |
| 8x8 Inc | | 3/16/2020 | N | | | | | | | |
| Acquia Inc | | 3/16/2020 | N | | | | | | | |
| Acquia Inc | | 3/16/2020 | N | | | | | | | |
| Acquia Inc | | 3/16/2020 | N | | | | | | | |
| AT&T Corp | | 3/16/2020 | N | | | | | | | |
| AT&T Corp | | 3/16/2020 | N | | | | | | | |
| AT&T Corp | | 3/16/2020 | N | | | | | | | |
| Avaya Inc | | 3/16/2020 | N | | | | | | | |
| Business Purchasing Solution LLC | | 3/16/2020 | N | | | | | X | | |
| Business Purchasing Solution LLC | | 3/16/2020 | N | | | | | | | |
| Business Purchasing Solution LLC | | 3/16/2020 | N | | | | | | | |
| Carahsoft Technology Corporation | | 3/16/2020 | N | | | | | | | |
| Carahsoft Technology Corporation | | 3/16/2020 | N | | | | | | | |
| Protek Information Technology | | 3/16/2020 | N | | | | | | | |
| PruTech Solutions Inc | | 3/16/2020 | N | | | | | | | |
| SHI International Corp | | 3/16/2020 | N | | | | | | | |
| Software Information Resource Corp (SIRC) | | 3/16/2020 | N | | | | | | | |
| Technology Professionals Group Inc d/b/a Cloud and Things | | 3/16/2020 | N | | | | | | | |
| Thundercat Technology LLC | | 3/16/2020 | N | | | | | | | |
| Center for Internet Security Inc | | 3/16/2020 | N | | | | | | | |
| Center for Internet Security Inc | | 3/16/2020 | N | | | | | | | |
| Center for Internet Security Inc | | 3/16/2020 | N | | | | | | | |
| Centripetal Networks Inc | | 3/16/2020 | N | | | | | | | |
| Centripetal Networks Inc | | 3/16/2020 | N | | | | | | | |
| ConvergeOne Inc | | 3/16/2020 | N | | | | | | | |
| Crowdstrike Inc | | 3/16/2020 | N | | | | | | | |
| Crowdstrike Inc | | 3/16/2020 | N | | | | | | | |
| Upstate Wholesale Supply Inc d/b/a Brite Computers | | 3/16/2020 | N | | | | | | | |
| CDW Government LLC | | 3/16/2020 | N | | | | | | | |
| Technology Professionals Group Inc d/b/a Cloud and Things | | 3/16/2020 | N | | | | | | | |
| Consortium Networks LLC | | 3/16/2020 | N | | | | | | | |
| Dyntek Services Inc | | 3/16/2020 | N | | | | | | | |
| Guidepoint Security | | 3/16/2020 | N | | | | | | | |
| Inno4 LLC | | 3/16/2020 | N | | | | | | | |
| iSecure LLC | | 3/16/2020 | N | | | | | | | |
| Mainline Information Systems Inc | | 3/16/2020 | N | | | | | | | |
| MVP Consulting Plus Inc | | 3/16/2020 | N | | | | | | | |
| Nfrastructure Technologies LLC d/b/a Nfrastructure | | 3/16/2020 | N | | | | | | | |
| Protek Information Technology | | 3/16/2020 | N | | | | | | | |
| SHI International Corp | | 3/16/2020 | N | | | | | | | |
| SHI International Corp | | 3/16/2020 | N | | | | | | | |
| Spruce Technology Inc | | 3/16/2020 | N | | | | | | | |
| ThunderCat Technology LLC | | 3/16/2020 | N | | | | | | | |
| Vandis Inc | | 3/16/2020 | N | | | | | | | |
| Cylance Inc | | 3/16/2020 | N | | | | | | | |
| Cylance Inc | | 3/16/2020 | N | | | | | | | |
| Cambridge Computer Services Inc | | 3/16/2020 | N | | | | | | | |
| Carousel Industries of North America Inc | | 3/16/2020 | N | | | | | | | |
| CDW Government LLC | | 3/16/2020 | N | | | | | | | |
| Contemporary Computer Services Inc | | 3/16/2020 | N | | | | | | | |
| ConvergeOne Inc | | 3/16/2020 | N | | | | | | | |
| Dyntek Services Inc | | 3/16/2020 | N | | | | | | | |
| ePlus Technology Inc | | 3/16/2020 | N | | | | | | | |
| K & L Group d/b/a Fortify 24X7 | | 3/16/2020 | N | | | | | | | |
| Presidio Networked Solutions Group LLC | | 3/16/2020 | N | | | | | | | |
| SHI International Corp | | 3/16/2020 | N | | | | | | | |
| Sirius Computer Solutions Inc | | 3/16/2020 | N | | | | | | | |
| Upstate Wholesale Supply Inc d/b/a Brite Computers | | 3/16/2020 | N | | | | | | | |
| Vandis Inc | | 3/16/2020 | N | | | | | | | |

| | | | | | | | | | | |
|---|--|-----------|---|-----------|--|---|---|---|-------------|--|
| Webair Internet Development Company Inc | | 3/16/2020 | Y | 3/24/2020 | | Y | Y | | \$52,517.62 | |
| Core BTS Inc | | 3/16/2020 | N | | | | | | | |
| CPP Associates Inc | | 3/16/2020 | N | | | | | | | |
| Derive Technologies LLC | | 3/16/2020 | N | | | | | | | |
| The Ergonomic Group Inc | | 3/16/2020 | N | | | | | | | |
| International Integrated Solutions Ltd | | 3/16/2020 | N | | | | | X | | |
| LMS Technology | | 3/16/2020 | N | | | | | | | |
| Marcum Technology | | 3/16/2020 | N | | | | | | | |
| Minoria Tech LLC | | 3/16/2020 | N | | | | | | | |
| Naka Technologies | | 3/16/2020 | N | | | | | | | |
| Nerds That Care | | 3/16/2020 | N | | | | | | | |
| Norcom Communications Solutions | | 3/16/2020 | N | | | | | | | |
| PKA Technologies Inc | | 3/16/2020 | N | | | | | | | |
| Raj Technologies Inc | | 3/16/2020 | N | | | | | | | |
| Technology Professionals Group Inc d/b/a Cloud and Things | | 3/16/2020 | N | | | | | | | |
| Thomas Gallaway Corporation d/b/a Technologent | | 3/16/2020 | N | | | | | | | |
| UNA Technical | | 3/16/2020 | N | | | | | | | |
| Vicom Computer Services Inc | | 3/16/2020 | N | | | | | | | |
| WebHouse Inc | | 3/16/2020 | N | | | | | | | |
| Subsidium Technologies | | 3/16/2020 | N | | | | | | | |
| Verizon Business Network Services Inc | | 3/16/2020 | Y | 3/24/2020 | | Y | N | | \$52,900.00 | |
| Verizon Business Network Services Inc | | 3/16/2020 | N | | | | | | | |
| Ampcus Inc | | 3/16/2020 | N | | | | | | | |
| Bridge Technologies | | 3/16/2020 | N | | | | | | | |
| Infian LLC | | 3/16/2020 | N | | | | | | | |