



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 DEV1208

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 FRANK WHITTAKER
 304-558-2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 RACKSPACE HOSTING
 5000 WALZEM
 SAN ANTONIO, TX 78218

SHIP TO

WV DEVELOPMENT OFFICE
 ADMINISTRATION
 BUILDING 6, ROOM 645
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0311 304-558-0350

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/18/2011				

BID OPENING DATE: 09/13/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-20-99-000	\$5,966.57/month	\$71,598.84/year
<p>WEBSITE HOSTING SERVICES</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY. THE WEST VIRGINIA DEVELOPMENT OFFICE, IS SOLICITING BIDS FROM RESPONSIBLE VENDORS TO HOST THE WWW.WVCOMMERCE.ORG WEBSITE PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 08/31/2011 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON SEPTEMBER 30, 2011 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE</p>						

2011 SEP 15 AM 11:59
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	Casey Burhkolder	TELEPHONE (210) 312-1614	DATE September 12, 2011
TITLE Solution Consultant	FEIN 74-3219359	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Fax Cover Page

To: **West Virginia Department of Commerce, Purchasing Division**

From: **Rackspace Hosting**

Rackspace Hosting Bid*

Buyer: **44**

RFQ No: **DEV1208**

Bid Opening Date: **September 13, 2011**

Bid Opening Time: **1:30 PM**

***Faxed response approved by: Connie Hill, WV Dept of Commerce,
Purchasing Division (304-558-8807)**

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TITLE Casey Burkholder	TELEPHONE (210) 312-1614	DATE September 12, 2011
FEE 74-3219359	ADDRESS CHANGES TO BE NOTED ABOVE		

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<p>VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE CASEY BURKHOLDER TELEPHONE (210) 312-1614 DATE September 12, 2011
 TITLE Solutions Consultant FEIN 74-3219359 ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:				44		
RFQ. NO.:				DEV1208		
BID OPENING DATE:				09/13/2011		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (210) 312-5045						
CONTACT PERSON (PLEASE PRINT CLEARLY): CASEY BURKHOLDER						
***** THIS IS THE END OF RFQ DEV1208 ***** TOTAL:						\$71,598.84

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TITLE Casey Burkholder	TELEPHONE (210) 312-1614	DATE September 12, 2011
TITLE Solutions Consultant		FEIN 74-3219359	ADDRESS CHANGES TO BE NOTED ABOVE

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WVCOMMERCE.ORG WEB PLATFORM HOSTING RFQ

INTRODUCTION:

The West Virginia Department of Commerce's Web Platform (www.wvcommerce.org) is the State's primary marketing tool for promoting tourism and development in West Virginia.

The application hosts a set of mission-critical applications for Commerce agencies – including the West Virginia Division of Tourism's extensive travel planner database containing thousands of accommodations and attractions, with separate interfaces to the consumer and the 1-800 Call Center. Supporting the West Virginia Development Office, the application allows the agency to maintain detailed commercial real estate information and statistics keyed to geospatial mapping. www.wvcommerce.org receives approximately 600,000 page views each month, with seasonal volume fluctuations in traffic driven by travel seasons and marketing efforts. The application hosts dozens of targeted landing pages and minisites supporting Commerce's marketing efforts, including TV, print, online, search engine marketing, social marketing and mobile marketing.

BACKGROUND:

The purpose of this RFQ is to identify a managed hosting vendor who will lease and maintain the equipment, services and software listed below for a set monthly fee. We are seeking a one-year contract with the option to renew at the same terms and price for two more years.

Commerce plans to use contract system administration support to establish and maintain the application in the new environment; therefore, only minimal "emergency" system administration support is required from the managed hosting vendor.

The application has been hosted at Rackspace in Austin, Texas, for the past two years, receiving on average a 600,000 page views each month, and growing.

Commerce's Web Platform is a full-featured Web content management system, custom-built in .Net. Technologies in use include:

- Microsoft .NET Framework 3.5, C3, ASP.NET
- Microsoft SQL Server 2008
- Web Technologies, including XHTML, CSS, JavaScript, JQuery, AJAX
- GIS technologies, such as SharpMap, BING, SQL, Server 2008 Spatial Tools
- Microsoft Windows Server 2008 with IIS 7
- Telerick Rad Developer Tools

Commerce foresees deploying our application and databases to the new hosting environment and testing for at least four to six weeks prior to redirecting the URL of our current live servers to the new servers. Commerce maintains a development server and code archive on site – therefore this equipment and services are not included in this RFQ.

DESCRIPTION OF CURRENT HOSTING ENVIRONMENT:

One Webserver:

- Dell PowerEdge 2950 Win2k3 x64 Enterprise with 8 GB of RAM Dual Quad Core 2.5 running RAID 5 on 6 300GB SAS drives. It is a dedicated resource
- Running Win2k3 x64 Enterprise with IIS and fully patched to the current level with no third party applications running.
- Using approx. 500GB of storage

One SQLserver:

- Dell PowerEdge 2950 Win2k3 x64 Enterprise with 16 GB of RAM Dual Quad Core Xeon 2.5 running RAID 5 on 3 300GB SAS drives and a mirror on 2 146GB SAS drives. It is a dedicated resource
- Running Win2k3 x64 Enterprise running SQL 2k8 fully patched to the current level with no third party applications running.
- Using approx. 400GB of storage

There is a Cisco ASA firewall in place, as well as a Cisco Load Balancer.

For calendar year 2011, the average bandwidth usage has been within 4TB data transfer per month for out-bound traffic.

Commerce's current configuration of hardware has our analysis services sharing the SQL server. There are times when we run reports that it slows down the database – and therefore the user experience of the application is negatively impacted. The specifications, below, strive to separate the analysis services onto a separate area; so, running reports does not impact site performance.

SCOPE OF WORK:

Please provide Commerce with one monthly hosting cost that covers the following services, licenses and hardware. Commerce is contracting with a system administrator to perform our set up and installation.

Set up and installation of our application should not be in the hosting Vendor's bld.

1.0 The successful managed hosting provider shall be a Gartner tier leader or challenger:
<http://www.gartner.com/technology/media-products/reprints/att/vol12/article1/article1.htm>

1.1 Managed Hosting Services (Must meet or exceed)

- 24x7x365 Support
- 1 Hour Hardware Replacement Guarantee
- Port Monitoring Service
- Monthly Server Patching and Vulnerability Analysis
- New Hardware Provisioned in 15 Business Days

Bandwidth

- Up to 4 TB Outbound Transfer
- Unlimited Inbound Transfer
- 100 Mbps Connectivity to the Internet, 300 Mbps Aggregate or greater
- Redundancy of four or more Diverse Path Backbone Internet Connections

NEW HOSTING SOLUTION:

Commerce would like to virtualize 3 servers on 2 boxes, using VMware (virtual machines) or the equivalent technology. Please specify VMware with HA. The VMs will sit on physical gear. The following server specs are provided with this strategy in mind.

2.0 Hardware

Commerce has been leasing Dell PowerEdge 2950 III units. We wish to upgrade to Dell's PowerEdge R710 or comparable servers. Dell's PowerEdge R710 (Intel® Xeon® E5503, 2.0 GHz, 4M Cache, 800MHz Max Memory) are designed with 125 percent more memory capacity and more integrated I/O than the previous generation.

Vendor costs should be based on Commerce leasing this equipment.
The managed hosting facility must meet or exceed specified equipment, below.

2.1 One Web Server

The GIS Mapping Server and the Mail Server will be installed and configured on the Web server

- Operating System & Software
- Microsoft Windows Server 2008 Standard Edition

Hardware

- Dell's PowerEdge R710 or comparable
- Dual Processor, Quad Core 2.5 GHz Processor
- 24 GB of RAM -- (1x8GB), 1333MHz Dual Ranked RDIMMs for 1 Processor, Optimized
- 2 TB HDD in RAID5
- Windows 2008 Server x64 and IIS
- Redundant Power
- 100 Mbps Connectivity

Standard Drive Partitioning

C:\ - single partition

External Storage Connection(s)

- Private Backup Network Connection
- Dell PowerVault MD3200 Dedicated Storage Unit (shown below)

2.2 One Database Server

Currently, the analysis services are hosted on the database, but this is causing performance issues. This RFQ requires a separate server for analysis.

- Operating System & Software
- Microsoft Windows Server 2008 Enterprise Edition
- Microsoft SQL Server 2008 Standard Edition
- Managed Backup Agent for Microsoft SQL Server (see Managed Backup below)

Hardware

- Dell's PowerEdge R710 or comparable
- Dual Processor, Quad Core 2.5 GHz Processor
- 24 GB of RAM -- (2x8GB), 1333MHz Dual Ranked RDIMMs for 1 Processor, Optimized
- 2 TB HDD in RAID5
- Windows 2008 Server x64 and IIS
- Redundant Power
- 100 Mbps Connectivity

Standard Drive Partitioning

C:\ - single partition

External Storage Connection(s)

- Private Backup Network Connection
- Dell PowerVault MD3200 Dedicated Storage Unit (shown below)

Note: Currently, reporting is taxing on our database server and our log files get too big. Commerce requires a separate virtual server to run our analysis services, apart from our SQL DB. The Vendor may achieve this separation with virtual machines or VMware.

3.0 Other Services to be provided by the Managed Hosting Facility

3.1 One (1) Firewall, Shared

- Hardware
- Cisco ASA 5510 Firewall
- 100 Mbps Throughput
- 130,000 Concurrent Connections
- Stateful packet inspection
- Fully Managed Device, includes 24x7 Monitoring, Rule Changes and 1 Hour Replacement Guarantee

3.2 One (1) Storage Array

- Hardware
- Dell PowerVault MD3200 Dedicated Storage Unit
- 7 x 400 GB 15k Serial Attached SCSI Drive(s), RAID 5 + HS

3.3 Dual Active/Active Storage Controllers

- 512 MB Battery-backed Cache (per controller)
- Redundant Power

3.4 Server & Application Monitoring

- Port Monitoring
- Ping and TCP Port 80
- Additional Ports Monitored (e.g. FTP, SSH, DNS, POP3, MS SQL)
- 5 Minute Polling
- Automated Ticket Creation and Response

3.6 Advanced Availability Monitoring

- URL, FTP and Mail Service Monitoring
- 10 Minute Polling
- Automatic Alert Escalation

3.7 Synthetic Transaction Monitoring

- Scripted Site Walkthrough to Simulate a Typical User Interaction
- 10 Minute Polling
- Automatic Alert Escalation

3.8 Managed Backup

- Setup, Configuration and Monitoring
- Weekly Full, Daily Differential Backup Schedule
- Automatic Tape Rotation
- 2-Week On-site Retention

4.0 Emergency System Administration Support -- Please provide an hourly cost for emergency system administration support. For example, Commerce envisions no more than 2-6 hours, monthly, only on an as-needed basis. Support might include following detailed step-by-step instructions to restart our application if it goes down after hours/weekend.

DEV1208
Pricing Page

Description	Cost		Quantity		Extended
Monthly Managed Hosting Fee	\$ <u>5,966.57</u> Per/Month	X	12 Months	=	\$ <u>71,598.84</u>
Emergency System Administration Support	\$ <u>Included</u> Per/Hour	X	48 Hours	=	\$ <u>Included</u>
				TOTAL:	\$ <u>71,598.84</u>

The bid award will be based on the total for both Monthly Managed Hosting Fee and Emergency Administrative Support.

The number of hours for Emergency Administrative Support is an estimate for bid evaluation purposes only. The actual number of hours will be based on agency need.

Please provide the vendor's service level agreement terms along with your bid for review.

PROPOSAL FOR HOSTING SERVICES



experience fanatical support®

RACKSPACE US, INC. | 5000 WALZEM ROAD | SAN ANTONIO, TX 78218 | US SALES: 1-800-961-2888 | WWW.RACKSPACE.COM

Prepared for:

Purchasing Division
West Virginia Department of Commerce

Prepared on:

12 September 2011

(Proposal valid until 30 September 2011.)

Prepared by:

Casey Burkholder
Acquisition Representative I - US
casey.burkholder@rackspace.com
+12103121614

THIS DOCUMENT IS CONFIDENTIAL AND PROPRIETARY

Document revision 10.09.09.115694.ED

experience fanatical support®

RACKSPACE US, INC. | 5000 WALZEM ROAD | SAN ANTONIO, TX 78218 U.S.A.
US SALES: 1-800-961-2888 | WWW.RACKSPACE.COM



PROPOSAL FOR HOSTING SERVICES

Fanatical Support® – The Rackspace® Difference

For every business and budget, there's a unique need. That's why we deliver a portfolio of solutions like Managed Hosting, Cloud Hosting and Email Hosting, each with a diverse mix of products. Our model is built to adjust to customer needs quickly and efficiently. And because everything we do is tailored only to hosting, we truly are the hosting experts. We integrate the industry's best technologies and practices and delivers it all with our unparalleled and uncompromising Fanatical Support®.

Fanatical Support isn't just what we do. It's what we are – a company with the drive to do more than what our contracts, service level agreements and guarantees say we will. Every day is an opportunity for us to make a difference in the lives and businesses of our customers.

THE FUNDAMENTALS OF RACKSPACE

- Founded in 1998 – Over 10 years of hosting expertise
- Listed on the New York Stock Exchange (RAX) in 2008
- Headquarters: San Antonio, Texas
- Global Offices: Hong Kong, London, Amsterdam, Australia, Austin, TX and Blacksburg, VA
- Nine (9) Worldwide Data Centers: Hong Kong, China (1); London, UK (2); San Antonio, TX (2); Dallas, TX (1); Herndon, VA (1); Ashburn, VA(1); and Chicago, IL(1)
- Over 108,000 customers and over 3000 employees

INDUSTRY LEADERSHIP

- World's largest hosting provider by revenue in 2007*
- Net income positive since February 2001
- Industry-leading Service Level Agreements
- Guarantees: 100% Network Uptime and 1-Hour Hardware Replacement
- Zero-Downtime Network™ powered by Cisco
- A Leader in the Gartner North American Web Hosting Magic Quadrant since 04
- Microsoft Gold Certified Hosting Partner
- Microsoft Hosting Partner of the Year – 2003, 2005 and 2007
- Red Hat Premier Hosting Partner
- American Business Awards' Best Customer Service Organization – 2005 and 2007

WHY RACKSPACE HOSTING IS A SMART BUSINESS DECISION

Hosting helps you be efficient with your cash

- Removes the need for big capital outlays on hardware and data centers
- Frees up your funds for primary business expenses
- Offers affordable and predictable monthly costs
- Lets you pay as you grow rather than over-purchase capacity upfront
- Delivers a faster return on your investment

Hosting helps you extend your resources

- Reduces your labor costs
- Provides you with access to a deeper pool of experts
- Concentrates your people on core business needs
- Supplies staff instantly for the "what if" scenario
- Lets you take advantage of latest technologies without hiring the expertise

Hosting limits your business risk

- Keeps capital on hand for "rainy days"
- Allows you to quickly and efficiently change plans
- Guarantees you stay online
- Implements your solution quickly
- Places your focus back on growing your business
- Gives you latitude to pursue new revenue-generating ventures

*According to Tier1 Research Data

Microsoft
GOLD CERTIFIED

Partner



redhat
PREMIER
HOSTING PARTNER



AMD

DELL



2007 Winner



PROPOSAL FOR HOSTING SERVICES

Thank You!

Our success as a company is measured by the success, growth and happiness of our customers. We have a vested interest in supporting you for years to come. This proposal has been tailored to your unique business needs as we've discussed over our phone and email conversations.

Thank you for the time and the opportunity to share with you the meaning of Fanatical Support.

Sincerely,

Casey Burkholder
Acquisition Representative I - US

Notice of Confidentiality

The contents of this Proposal are confidential and proprietary information of Rackspace. Your acceptance of this Proposal and review of its contents constitutes your acknowledgment that the contents are Rackspace's confidential and proprietary information and your agreement not to disclose the same to any person other than persons in your organization who have a need to know in order to evaluate a possible business relationship with Rackspace for managed hosting services.

PROPOSAL FOR HOSTING SERVICES

Solution Details:

Data Center: **Elk Grove Village (ORD1)**
 Service Level: **Managed**
 Term: **12 months**
 Special Notes:

Default

Data Center: Elk Grove Village (ORD1)

Managed Windows Support Segment				
Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
1	Included	Included	Included	Included
<ul style="list-style-type: none"> • 24x7x365 Fanatical Support™ • 1 Hour Hardware Replacement Guarantee • The Rackspace Zero-Downtime Network™ • Dedicated Account Management and Business Development Team • Rackwatch Port Monitoring Service • Included Access to My.Rackspace Portal (Ticket Manager, DNS Manager, Bandwidth and Backup Reports, Doc Center, Knowledgebase, Billing Options) • Automated Server Patching via Microsoft Automatic Update 				

Included Bandwidth - Monthly Data Transfer

Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
4000	Included	Included	Included	Included
<ul style="list-style-type: none"> • Metered Outbound Transfer • Unlimited Inbound Transfer • Quantity is in GB 				

Dedicated Additional IP Addresses

Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
1	Included	Included	Included	Included
<ul style="list-style-type: none"> • Includes Initial Provisioning and Configuration • Conditional Upon Acceptance of Justification Form submitted to relevant Agency (ARIN for US-hosted servers) • Included IPs (Up to 16) 				

Cisco ASA 5510 Firewall

Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
1	Waived	Waived	\$329.54 USD	\$329.54 USD
<ul style="list-style-type: none"> • 100 Mbps Connectivity • 300 Mbps Aggregate and 130,000 Concurrent Connections • Stateful packet inspection • Fully Managed Device, includes 24x7 Monitoring, Rule Changes and 1 Hour Replacement Guarantee 				

Cisco VPN Access - Site to Site

Quantity	Setup Per Unit	Total Setup	One Time Per Unit	Total One Time
1	Included	Included	\$65.00 USD	\$65.00 USD
<ul style="list-style-type: none"> • Fully Managed, Software Updates and Management Included • 1 Per Site • 3DES Encryption 				

PROPOSAL FOR HOSTING SERVICES

VMware ESX Servers (Private Cloud) Performance One - Silver				
Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
2	Waived	Waived	\$1,424.94 USD	\$2,849.88 USD
<ul style="list-style-type: none"> • Server Platform:Performance One - Silver (PowerEdge R710) • Operating System:ESX • Processor:Dual Processor, Hex Core Intel Xeon E5645 • Memory:24 GB • Drive and RAID Configuration: <ul style="list-style-type: none"> ◦ RAID 1 ◦ 1 TB (7.2K Near-Line SAS 3.5") - Qty: 3 [SKU: 105012, 106208] • Standard Drive Partitioning:C:\ - single partition • External Storage Connection(s):SAS 6G HBA • Network:1000 Mbps • Managed Backup: <ul style="list-style-type: none"> ◦ Unmetered Backups ◦ Weekly Full, Daily Differential ◦ 2 Week On-site Retention (Per GB) • Backup Agent:Base Backup Agent • Bandwidth:2000 GB 				

Database Licenses for Database and Analysis Servers (Per Processor) Database License				
Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
2	Included	Included	\$337.25 USD	\$674.50 USD
<ul style="list-style-type: none"> • Database Licenses:SQL Standard 2008 • Licensing:Office Standard 				

Microsoft SQL Support.				
Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
1	Included	Included	Included	Included
<ul style="list-style-type: none"> • Database Services: <ul style="list-style-type: none"> ◦ Basic Best Practices Installation ◦ Configuration for Monitoring, Patching and Backups (if subscribed) ◦ Configuration for Standard Maintenance Plans ◦ Automated Escalation of Monitoring Alerts ◦ Troubleshooting for Connectivity Issues ◦ Troubleshooting for Service Issues 				

Web Server Private Cloud VM (Windows on Dual Proc Hypervisor)				
Quantity	Setup Per Unit	Total Setup	Utility Per Unit	Total Utility
1	Waived	Waived	\$198.52 USD	\$198.52 USD
<ul style="list-style-type: none"> • VM OS:Windows Server 2008 Standard Edition 64-Bit (Licensed for 2 Processors) (Min disk space: 60 GB) • Standard Drive Partitioning:Custom Partitioning • Virtual Machine Resource Allocation: <ul style="list-style-type: none"> ◦ Amount of virtual memory (MB) - Qty: 8192 ◦ Number of virtual CPUs - Qty: 4 ◦ Amount of virtual disk space (vDisk1 GB) - Qty: 200 • VM Backup Agent:Base Backup Agent 				

PROPOSAL FOR HOSTING SERVICES

Database Server Private Cloud VM (Windows on Dual Proc Hypervisor)				
Quantity	Setup Per Unit	Total Setup	Utility Per Unit	Total Utility
1	Waived	Waived	\$198.52 USD	\$198.52 USD
<ul style="list-style-type: none"> • VM OS:Windows Server 2008 Standard Edition 64-Bit (Licensed for 2 Processors) (Min disk space: 60 GB) • Standard Drive Partitioning:Custom Partitioning • Virtual Machine Resource Allocation: <ul style="list-style-type: none"> ◦ Amount of virtual memory (MB) - Qty: 8192 ◦ Number of virtual CPUs - Qty: 4 ◦ Amount of virtual disk space (vDisk1 GB) - Qty: 150 • VM Backup Agent:Base Backup Agent 				

Analysis Server Private Cloud VM (Windows on Dual Proc Hypervisor)				
Quantity	Setup Per Unit	Total Setup	Utility Per Unit	Total Utility
1	Waived	Waived	\$198.52 USD	\$198.52 USD
<ul style="list-style-type: none"> • VM OS:Windows Server 2008 Standard Edition 64-Bit (Licensed for 2 Processors) (Min disk space: 60 GB) • Standard Drive Partitioning:Custom Partitioning • Virtual Machine Resource Allocation: <ul style="list-style-type: none"> ◦ Amount of virtual memory (MB) - Qty: 8192 ◦ Number of virtual CPUs - Qty: 4 ◦ Amount of virtual disk space (vDisk1 GB) - Qty: 200 • VM Backup Agent:Base Backup Agent 				

Storage Array [SKU: 106201] Dell MD3200u - SAS [SKU: 106201]				
Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
1	Waived	Waived	\$1,433.61 USD	\$1,433.61 USD
<ul style="list-style-type: none"> • Entry Dedicated Storage: <ul style="list-style-type: none"> ◦ This device has a 10 business day lead time which may impact the delivery date of your solution. For more information please contact your account manager. - Qty: 1 ◦ Dell MD3200 (3.5") chassis [SKU: 106202] ◦ Servers being connected to SAS MD device - Qty: 3 ◦ The MD3200 / MD3200 iSCSI can have a Maximum of 12 drives ◦ The MD3220 / MD3220 iSCSI can have a Maximum of 24 drives ◦ HBAs are required on the connected servers for the MD3200/3220 [SKU: 106232] • Entry Dedicated Storage Drives: <ul style="list-style-type: none"> ◦ 450GB SAS 15K RPM (6Gb/s) 3.5" - Qty: 6 ◦ RAID 5 ◦ 450GB SAS 15K RPM (6Gb/s) 3.5" - Qty: 1 ◦ Hotspare 				

Rackwatch Platinum Port Monitoring				
Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
1	Included	Included	Included	Included
<ul style="list-style-type: none"> • Ping and TCP Port 80 • Choice of 6 Additional Ports to be Monitored (eg. FTP, SSH, DNS, POP3, MS SQL) • 5 Minute Polling • Automated Ticket Creation and Response in Accordance with Support Policy 				

PROPOSAL FOR HOSTING SERVICES

Advanced Availability Monitoring				
Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
1	Included	Included	Included	Included
<ul style="list-style-type: none"> • 10 Minute Polling • Automatic Alert Escalation • 1 Monitor • Choice of URL, FTP or Mail Service Monitoring 				
Synthetic Transaction Monitoring				
Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
1	Included	Included	\$75.00 USD	\$75.00 USD
<ul style="list-style-type: none"> • 10 Minute Polling • Scripted Site Walkthrough to Simulate a Typical User Interaction • 5 Steps • Automatic Alert Escalation 				
Gigabit Backup Network				
Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
1	Included	Included	\$8.48 USD	\$8.48 USD
<ul style="list-style-type: none"> • Backup Net Server Count (High Availability) • New Infrastructure • 1000 Mbps Cisco Catalyst Switches 				
Managed Backup, Unmetered				
Quantity	Setup Per Unit	Total Setup	Monthly Per Unit	Total Monthly
1	Included	Included	Included	Included
<ul style="list-style-type: none"> • Initial Setup, Configuration and Monitoring 				

PROPOSAL FOR HOSTING SERVICES

Setup
\$0.00 USD
One Time Fees
\$65.00 USD
Subtotal Monthly
\$5,371.01 USD
Subtotal Utility*
\$595.56 USD
<small>*Fees for Utility charges may change based on usage. See individual Product terms for detailed utility pricing.</small>
<hr/> Total Monthly Recurring Cost*
\$5,966.57 USD
<small>*NOTE: Pricing summary is based on estimated utility usage.</small>

Leverage the Rackspace Partner Program to close more business, generate more opportunities, and increase your revenue through commission payments —ask me about the program today!

Rackspace® Managed Service Level Agreement (SLA)

Choosing a hosting provider is never easy and it seems to be risky when your site is at stake. We know that the availability of your site is of utmost importance and entrusting your website to Rackspace is something that we take seriously. That's why we have built the hosting industry's most aggressive Service Level Agreement (SLA) to cover the multiple components that keep your site up and running.

Our SLA is a contract between you, the customer, and Rackspace. It defines the terms of our responsibility and the money back guarantees if our responsibilities are not met. We want our customers to feel at ease with their decision to move their site to Rackspace, and knowing that Rackspace takes your site's uptime as seriously as you do is imperative.

The Rackspace SLA covers the availability of your website and three components that keep your site up and running:

Network

Rackspace Guarantees

Network will be available 100% of the time in a given month, excluding scheduled maintenance.

Customer Advantages

A credit of 5% of the monthly fee for each 30 minutes of downtime.
A credit of up to 100% of the monthly fee for the affected server.

Infrastructure

Rackspace Guarantees

Critical infrastructure systems, including power and HVAC, will be available 100% of the time in a given month, excluding scheduled maintenance.

Customer Advantages

A credit of 5% of the monthly fee for each 30 minutes of downtime, up to 100% of the monthly fee for the affected server.

Hardware

Rackspace Guarantees

Functioning of all hardware components and replacement of any failed component at no cost to the customer.

Customer Advantages

A credit of 5% of the monthly fee per additional hour of downtime, up to 100% of the monthly fee for the affected server.

Service Level Agreement

100% Network Uptime

Rackspace guarantees that its network will be available 100% of the time in a given month, excluding scheduled maintenance. Network uptime includes functioning of all network infrastructure including routers, switches and cabling, but does not include services or software running on your server. Network downtime exists when a particular customer is unable to transmit and receive data and is measured from the time the trouble ticket is opened.

Rackspace Guarantee: Upon experiencing downtime, Rackspace will credit the customer 5% of the monthly fee for each 30 minutes of downtime (*up to 100% of customer's monthly fee for the affected server*).

MODIFIED DATE: 1-29-2008

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Infrastructure

Rackspace guarantees that the critical infrastructure systems will be available 100% of the time in a given month, excluding scheduled maintenance. Critical infrastructure includes functioning of all power and HVAC infrastructure including UPSs, PDUs and cabling, but does not include the power supplies on customers' servers. Infrastructure downtime exists when a particular server is shut down due to power or heat problems and is measured from the time the trouble ticket is opened to the time the problem is resolved and the server is powered back on.

Rackspace Guarantee: Upon experiencing downtime, Rackspace will credit the customer 5% of the monthly fee for each 30 minutes of downtime (up to 100% of customer's monthly fee for the affected server).

Hardware

Rackspace guarantees the functioning of all hardware components and will replace any failed component at no cost to the customer. Hardware is defined as the Processor(s), RAM, hard disk(s), motherboard, NIC card and other related hardware included with the server. This guarantee excludes the time required to rebuild a RAID array and the reload of certain operating systems and applications.

Hardware replacement will begin once Rackspace identifies the cause of the problem. Hardware replacement is guaranteed to be complete within one hour of problem identification.

Rackspace Guarantee: In the event that it takes us more than one hour to replace faulty hardware, Rackspace will credit the customer 5% of the monthly fee per additional hour of downtime (up to 100% of customer's monthly fee for the affected server).

Credit Requests

To receive an SLA credit, Rackspace customers must contact their account manager.

MODIFIED DATE: 1-29-2008

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State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. NA **Application is made for 2.5% resident vendor preference for the reason checked:**
Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
NA Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
NA Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. NA **Application is made for 2.5% resident vendor preference for the reason checked:**
Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. NA **Application is made for 2.5% resident vendor preference for the reason checked:**
Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. NA **Application is made for 5% resident vendor preference for the reason checked:**
Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. NA **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. NA **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: RACKSPACE HOSTING - CASEY BURKHOLDER

Signed: X 

Date: September 12, 2011

Title: SOLUTIONS CONSULTANT

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. DEV1208

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipally; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: RACKSPACE HOSTING - CASEY BURKHOLDER

Authorized Signature: X [Signature] Date: SEPTEMBER 12, 2011

State of TEXAS

County of BEXAR, to-wit:

Taken, subscribed, and sworn to before me this 12th day of September, 2011.

My Commission expires Sept. 22, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

