

CONTRACT BETWEEN

the CalSAWS Consortium

AND

RACKSPACE US INC.

FOR THE DELIVERY OF AWS CLOUD SERVICES

9/01/2023

This agreement is between Rackspace US, Inc. ("**Rackspace**") and the CalSAWS Consortium ("**Customer**"). The parties agree that the contract terms governing their relationship are those contained in the FedRAMP Moderate Cloud Computing General/Special Provisions, along with the additional exhibits listed below, which taken together shall comprise the full contract between the parties ("**Contract**"). The documents comprising the Contract between Rackspace and Customer, and their Order of Precedence, are identified in Section 10 of the FedRAMP Moderate General Provisions as follows:

- I. FEDRAMP Moderate Cloud Computing General Provisions
- II. FEDRAMP Moderate Cloud Computing Special Provisions
- III. Enterprise Discount Program Addendum for AWS Services (EDP)
- IV. Exhibit A- Statement of Work
- V. Exhibit A-1- Service Level Agreements
- VI. Exhibit B- Amazon Web Services (AWS) Service Agreement
- VII. Exhibit C- Amazon Web Services (AWS) Security Standards
- VIII. This Cover Letter
- IX. NCPA/OMNIA Partners Agreement# 01-85 (incorporated by reference)

The Contract constitutes the complete and exclusive agreement between the parties regarding the subject matter and supersedes and replaces any prior understanding or communication, written or oral. The individual signing represents to Rackspace that they are authorized to sign on behalf of Customer. Customer accepts the terms of the Contract, including any document or terms referenced above. Delivery by email, facsimile, or other electronic means of an executed counterpart of a signature page to this Cover Letter constitutes effective execution and delivery of the Contract.

Accepted by Customer (All Fields Required)

Signature: _____

Printed Name: Jeff Mitchell

Job Title: Consortium Legal Counsel

Company: Kronick Moskowitz Tiedmann & Girard

Date: 8/25/23

John Boule

Signature: _____

Printed Name: John Boule

Job Title: CalSAWS Executive Director & JPA Board Secretary

Company: CalSAWS Consortium

Date: 8/25/23

Michael Sylvester

Signature: _____

Printed Name: Michael Sylvester

Job Title: JPA Board Chair

Company: CalSAWS Consortium

Date: 8/25/23

Accepted by Rackspace US, Inc.

Signature: _____

Rick Rosenberg
Rick Rosenberg

Printed Name: _____

Job Title: Vice President and General Manager

Date: 11 August 2023

FEDRAMP MODERATE CLOUD COMPUTING GENERAL PROVISIONS- INFORMATION TECHNOLOGY

These FedRAMP Moderate Cloud Computing General Provisions - Information Technology ("FedRAMP Mod General Provisions") shall apply to the CalSAWS Consortium's ("Consortium") and to all Eligible Public Entities' (as defined below) use of permitted Services, and are hereby added to the Contract.

1. DEFINITIONS:

Unless otherwise specified in the Statement of Work, the following terms shall be given the meanings shown, unless context requires otherwise.

- a) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
- b) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S- corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
- c) **"Buyer"** means the Consortium's authorized contracting personnel.
- d) **"Cloud Service Provider" (or "CSP")** means the service provider with FedRAMP Moderate authorization providing either IaaS or PaaS solicited through the IFB.
- e) **"Consortium"** means the CalSAWS Consortium, a California Joint Powers Authority, which operates the CalSAWS System.
- f) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
- g) **"Contractor"** means the Business Entity with whom the Consortium enters into this Contract. Contractor shall be synonymous with "supplier", "vendor", "Reseller", or other similar term.
- h) **"Customer"** means the Consortium, as well as the Eligible Public Entities or Users that utilize the Contractor's or the CSP's Services.
- i) **"Deliverables"** means the Products and Services and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished that are incidental to the provision of services.
- j) **"Documentation"** means the user guides and admin guides for the Services located at <http://aws.amazon.com/documentation> (and any successor or related locations designated by AWS), as such user guides and admin guides may be updated by AWS from time to time.
- k) **"Eligible Public Entity"** means each of the fifty eight (58) California counties authorized to purchase the Deliverables and services offered hereunder which will be documented at the time of contract execution, and which the parties agree may be amended as needed from time to time.
- l) **"FedRAMP"** is the Federal Risk and Authorization Management Program, or FedRAMP, which is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.
- m) **"FedRAMP Moderate"** is the framework for FedRAMP and uses the 800-53 security

controls as published by NIST. The FedRAMP security controls are a baseline of controls designed to meet the needs of agencies using clouds systems at the low and moderate impact levels, but agencies can implement additional security controls for agency specific needs.

- n) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer and telecommunications equipment).
- o) **"Hardware"** usually refers to computer equipment and is contrasted with Software. See also equipment.
- p) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, system design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite system controls, simulation, electronic commerce, and all related interaction between people and machines.
- q) **"Infrastructure as a Service" (or "IaaS")** means commercial services offered for sale to the Consortium and are defined by the National Institute of Standards and Technology (NIST) Special Publication 800-145 or its successors.
- r) **"Maintenance"** means that maintenance performed by the Contractor which results from a Services failure, and which is performed as required, i.e., on an unscheduled basis.
- s) **"Platform as a Service" (or "PaaS")** means commercial services offered for sale to the Consortium and are defined by the National Institute of Standards and Technology (NIST) Special Publication 800-145 or its successors.
- t) **"Product"** means any service offering solicited through this IFB and being made available through the Consortium for purchase by Eligible Public Entities.
- u) **"Reseller"** means the agent(s) of the CSP authorized to perform aspects of this Contract as specified herein including, but not limited to sales, fulfillment, invoicing, returns, and customer service.
- v) **"Service Provider"** means the Contractor and includes the subcontractors, agents, resellers, third parties and affiliates of the Contractor who may provide the Services agreed to under the contract.
- w) **"Services"** means the cloud computing services, including Infrastructure as a Service and Platform as a Service (but not Software as a Service), and any related services, offered to the Consortium by the Contractor herein.
- x) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including operating Software and Application Programs
- y) **"Consortium Data"** means all data submitted to, processed by, or stored in the Service Provider's Services under this contract and includes but is not limited to all data that originated with the Consortium, Eligible Public Entities, or Users, all data provided by the Consortium, Eligible Public Entities or Users, and data generated, manipulated, produced, reported by or otherwise emanating from or by applications run by the Consortium, Eligible Public Entities, or Users on the Services. For clarity, Consortium Data is synonymous with "Customer Data" or "Customer Content," as that term is used in various provisions of the service agreements and incorporated into the Contract and includes the following:
 - i. **"Non-Public Data"** means data submitted to the Service Provider's IaaS or PaaS Service, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential

by the Consortium because it contains information that may be exempt by statute, regulation or policy from access by the general public as public information.

- ii. "Personal Data" means data submitted to the Service Provider's IaaS or PaaS Service that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; Education Records; Employment Records; or protected health information (PHI) relating to a person.
 - a. "Education Records" covered by the Family Educational Rights and Privacy Act (FERPA) as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv).
 - b. "Employment Records" held by a covered entity in its role as employer.
 - c. "Protected Health Information" (PHI) means Individually Identifiable Health Information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes Education Records and Employment Records.
 - 1) "Individually Identifiable Health Information" means Information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or
 - (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- iii. "Public Data" means all other data not specifically mentioned above.

n) **"Statement of Work" (or "SOW")** means a document which defines a timeline, and specifies the objectives, deliverables or tasks for a particular project or service contract that outlines specific services a supplier is expected to perform, their responsibilities and expectations, indicating the type, level and quality of service that is expected, all of which form a contractual obligation upon the vendor in providing services to the client. The SOW includes detailed technical requirements and pricing, with standard regulatory and governance terms and conditions for cloud computing services, including Infrastructure as a Service and Platform as a Service but not Software as a Service, offered to the Consortium by the Contractor herein.

aa) **"User" (see also "Customer")** means any end user, of the IaaS or PaaS services provided by the CSP under this Contract and includes Eligible Public Entities' employees, contractor's subcontractors, customers or any system utilized by the Eligible Public Entities to access the IaaS or PaaS services.

bb) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. COMPLETE INTEGRATION:

This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

3. SEVERABILITY:

The Contractor and the Consortium agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

4. INDEPENDENT CONTRACTOR:

Contractor and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Consortium.

5. APPLICABLE LAW:

This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

6. COMPLIANCE WITH STATUTES AND REGULATIONS

- a) The Consortium and the Contractor warrant and certify that in the performance of this Contract, they will comply with all statutes and regulations of the United States and the State of California. For clarity, the Contractor will comply with such statutes and regulations applicable to the provision of Services, and the Consortium and Eligible Public Entities are solely responsible for compliance with laws that apply to the Consortium and Eligible Public Entities that would not ordinarily apply to the Contractor.
- b) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
- c) The Consortium and Eligible Public Entities have an obligation to ensure that information technology is accessible to individuals with disabilities in accordance with the accessibility standards adopted under section 508 of the federal

Rehabilitation Act of 1973, as amended, and its implementing regulations ("Section 508"). To the extent that this Contract falls within the scope of Government Code Section 11135, the Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its Services. Upon request, Contractor may provide Eligible Public Entities with a completed Voluntary Product Accessibility Template (VPAT) of the specific product (or a URL to the VPAT) for reviewing compliance with Section 508 requirements. If Contractor is unable to provide a VPAT for a product or service, the parties acknowledge that the products or services may not be eligible for purchase by the Eligible Public Entity.

7. CONTRACTOR'S POWER AND AUTHORITY:

The Contractor warrants that it has full power and authority to grant the rights herein granted. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the Consortium under this Contract.

8. ASSIGNMENT:

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Consortium. The Consortium's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the Consortium will not unreasonably prohibit the Contractor from freely assigning its right to payment, provided that the Contractor remains responsible for its obligations hereunder.

9. WAIVER OF RIGHTS:

Any action or inaction by any party to this Contract, or the failure of a party to this Contract on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by that party of its rights hereunder and shall not prevent that party from enforcing such provision or right on any future occasion. The rights and remedies of the parties herein are cumulative and are in addition to any other rights or remedies that the parties may have at law or in equity.

10. ORDER OF PRECEDENCE:

In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) The FedRAMP Moderate Cloud Computing General Provisions-Information Technology, unless expressly superseded by language in the Contract;
- b) The FedRAMP Moderate Cloud Computing Special Provisions - Infrastructure as a Service and Platform as a Service {hereafter referred to as, the "Special Provisions"};
- c) The Enterprise Discount Program Addendum for AWS Services (EDP);
- d) The Statement of Work (Exhibit A);

- e) The Service Level Agreement (Exhibit A-1);
- f) The AWS Service Agreement (Exhibit B);
- g) The AWS Security Standards (Exhibit C);
- h) The Cover Letter to this Contract;
- i) The NCPA Master Agreement; and
- j) All other attachments incorporated in the Contract by reference.

11. WARRANTY:

- a) **Limited Warranty for Services.** In addition to any warranties set forth in this Contract, Contractor warrants that:
 - i. Services will be performed in accordance with the applicable service agreement and/or SLA; and
 - ii. All customer support for Services will be performed with professional care and skill.
- b) Such Limited Warranty will be for the duration of Customer's use of the Services, subject to the notice requirements set forth herein. This Limited Warranty is subject to the following limitations:
 - i. any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
 - ii. the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this Contract or any applicable service agreement, or resulting from events beyond Contractor's reasonable control;
 - iii. the limited warranty does not apply to components of Software products that the Eligible Public Entities may be permitted to redistribute;
 - iv. the limited warranty does not apply to free, trial, pre-release, or beta Services; and
 - v. the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.
- c) **Remedies for breach of Limited Warranty.** If Contractor fails to meet any of the above limited warranties and Customer notifies Contractor within the warranty period, then the affected Eligible Public Entity shall be entitled to the following remedies:
 - i. Service Credits and Performance Discounts as applicable;
 - ii. Re-performance, repair or replacement. In the event the Contractor fails to re-perform, repair or replace the products and/or services as appropriate, the Consortium may terminate the contract for default pursuant to Section 17; and
 - iii. Termination for default. These are Customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law or as maybe specifically provided elsewhere in this Contract.
- d) **DISCLAIMER OF OTHER WARRANTIES.** OTHER THAN THIS LIMITED WARRANTY, CONTRACTOR PROVIDES NO OTHER EXPRESSOR IMPLIED WARRANTIES OR CONDITIONS. CONTRACTOR DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE SATISFACTORY QUALITY, OR TITLE. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.
- e) Contractor shall apply anti-malware controls to the Services to help avoid malicious

software gaining unauthorized access to Consortium Data, including malicious software originating from public networks. Such controls shall at all times equal or exceed the controls consistent with the industry standards for such data, but in no event less than the controls that Contractor applies to its own internal corporate electronic data of like character.

- f) Unless otherwise specified elsewhere in the Contract:
 - i. The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption; and
 - ii. The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the Consortium, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by the Contractor, or (C) misuse by the Consortium or Eligible Public Entities.
- g) All warranties including special warranties specified elsewhere herein, shall inure to the Consortium, its successors and assigns.

12. SAFETY AND ACCIDENT PREVENTION:

In performing work under this Contract on Consortium premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the Consortium may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

13. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

- a. If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, the Contractor agrees to terminate any services supplied to the Consortium under this Contract, and relieve the Consortium of any further obligation therefor.
- b. The Consortium agrees that if it appears likely that subsection a) above will be invoked, the Consortium and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.

14. TERMINATION FOR THE CONVENIENCE OF THE CONSORTIUM:

- a. The Consortium may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Consortium's Executive Director or designee determines that a termination is in the Consortium's interest. The Consortium's Executive Director or designee shall terminate this Contract by delivering

- to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof, provided, however, that the effective date shall be no less than 90 days from the delivery of the Notice of Termination;
- b. After receipt of a Notice of Termination, and except as directed by the Consortium, the Contractor shall immediately stop work as specified in the Notice of Termination, regardless of any delay in determining or adjusting any amounts due under this clause;
 - c. After termination, the Contractor shall submit a final termination settlement proposal to the Consortium in the form and with the information prescribed by the Consortium except that in no instance shall the Contractor seek nor will the Consortium pay for costs not specified on an order for services regardless of Contractors' liability or costs for materials, equipment, software, facilities, or sub-contracts. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination;
 - d. The Contractor and the Consortium may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above;
 - e. Unless otherwise set forth in the Statement of Work, if the Contractor and the Consortium fail to agree on the amount to be paid because of the termination for convenience, the Consortium will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
 - i. The Contract price for Deliverables or services accepted or retained by the Consortium and not previously paid for; and
 - f. The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

15. TERMINATION FOR DEFAULT:

- a. Consortium or Contractor may, subject to the clause titled "Force Majeure", by written notice of default to the other party, terminate this Contract in whole or in part if either party fails to perform any of its obligations under this Contract.
- b. The parties' right to terminate this Contract under subsection a) above, may be exercised only if the failure constitutes a material breach of this Contract and if allegedly breaching party does not cure such failure within the time frame stated in the non-breaching party's cure notice, which in no event will be less than thirty (30) days, unless otherwise provided;
- c. Both parties, Consortium and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it. The Consortium shall pay Contract price for completed and accepted Deliverables; and
- d. The rights and remedies of the parties in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

16. FORCE MAJEURE:

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a. Acts of God or of the public enemy, and
 - b. Acts of the federal or state government in either its sovereign or contractual capacity.
- If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

17. [RESERVED]

18. LIMITATION OF LIABILITY:

- a. Except for the Consortium's liability under Section 9 of the Service Agreement, each party's aggregate liability under this Contract for damages, shall be limited to the lesser of (i) the amounts paid in aggregate by the Consortium and all Eligible Public Entities for all Services purchased over the 12 months before the liability arose; or (ii) \$20 million (USD). Contractor's aggregate liability to the Consortium under Section 29 (Patent, Copyright and Trade Secret Indemnity) arising out of the Services' alleged infringement or violation of intellectual property rights will not exceed \$3 million. Nothing herein shall be construed to waive or limit any immunity from suit provided by law; and
- b. IN NO EVENT WILL EITHER THE CONTRACTOR OR THE CONSORTIUM BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES.

19. [RESERVED]

20. INVOICES:

Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

21. REQUIRED PAYMENT DATE:

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after:

- a. the date of acceptance of Deliverables or performance of services; or
- b. receipt of an undisputed invoice, whichever is later.

22. TAXES:

Unless otherwise required by law, the Consortium is exempt from federal excise taxes. The Consortium will only pay for any state or local sales or use taxes on the services rendered or Goods supplied to the Consortium pursuant to this Contract.

23. CONTRACT MODIFICATION:

Contractor shall provide thirty (30) days written notice prior to modification of any service agreement terms. No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

24. CONFIDENTIALITY OF DATA:

All Consortium Data, as defined herein, made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the Consortium. The identification of all such confidential data and information as well as the Consortium's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the Consortium in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the Consortium to be adequate for the protection of the Consortium's confidential information, such methods and procedures may be used, with the written consent of the Consortium, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.'

25. NEWS RELEASES

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Consortium Executive Director or designee.

26. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:

- a. The Consortium agrees that all material appropriately marked or identified in writing as proprietary and furnished hereunder by the Contractor are provided for the Consortium's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The Consortium agrees to take all reasonable steps to ensure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act;
- b. The Consortium will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed; and
- c. The Consortium agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary materials and data, subject to the California Public Records Act.

27. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

- a. Subject to the limitation of liability and warranty disclaimers under this Contract, Contractor will reimburse the Consortium, its officers, agents and employees, for their respective out-of-pocket costs (including without limitation reasonable attorney's fees) incurred to defend any lawsuit brought against the Consortium by an unaffiliated third party for infringement or violation of any U.S. Intellectual Property Right by Services provided hereunder ("IP Claim"), and will indemnify the Consortium, its officers, agents and employees for the amount of any adverse final judgment or settlement arising out of an IP Claim.

The payment obligations set forth in the Section will be conditioned upon the following:

- i. The Consortium will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- ii. The Consortium may not consent to the entry of any judgment or enter into any settlement with respect to the claim without prior written notice to the Contractor. The Contractor may assume control of or otherwise participate in the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future Consortium operations or liability, or when involvement of the Consortium is otherwise mandated by law, the Consortium may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the Consortium, affect principles of California government or public law,

or impact the authority of the Consortium, the Consortium will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the Consortium will reasonably cooperate in the defense and in any related settlement negotiations.

- b. Should the Services, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the Consortium shall permit the Contractor, at its option and expense, either
 - i. procure the right to continue using the Services alleged to be infringing;
 - ii. replace or modify the same so that they become non-infringing ;or
 - iii. immediately terminate the alleged infringing portion of the Services.

If none of these options can reasonably be taken, or if the use of such Services by the Consortium shall be prevented by injunction, the Contractor agrees to make every reasonable effort to assist the Consortium in procuring substitute Services. If, in the sole opinion of the Consortium, the use of other Services acquired from the Contractor under this Contract is impractical, the Consortium shall have the option of terminating such Contractor or orders, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to refund any sums the Consortium has paid the Contractor for unused Services.

- c. This section constitutes the Consortium's sole and exclusive remedy and Contractor's entire obligation to the Consortium with respect to any claim that the Services infringe rights of any third party. The Contractor shall have obligations under this provision only for IP claims and final awards for the infringement of intellectual property right caused solely by the Services, and shall have no liability to the Consortium under any provisions of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
 - i. The unauthorized use or modification initiated by the Consortium, User or a third party with or without Consortium direction or approval, of any Service furnished hereunder;
 - ii. The combination or utilization of Software furnished hereunder with non-Contractor supplied Software;
 - iii. Any use of Services, or any other act by the Consortium or Users, that is in breach of this Contract;
 - iv. Any claim of inducement or contributory negligence;
 - v. Any claim of willful infringement directed any anyone other than the Contractor or the CSP;
 - vi. Any use of the Services after the CSP has notified the Consortium or Users to discontinue such use; or
 - vii. The combination or utilization of Services furnished hereunder with any other equipment, service, data, Software or devices not made or furnished by the Contractor (including Third Party Content as defined the Service Agreement).

28. DISPUTES:

For disputes involving purchases made under this Contract, to the extent permitted by applicable law, the Consortium Executive Director or designee shall act on behalf of the Consortium party or entity involved with the dispute. The Consortium, acting through the Executive Director or designee in cooperation with the party or entity involved with the dispute shall seek to resolve the dispute with Contractor on behalf of the Consortium party or entity. The Contractor and Consortium shall deal in good faith and attempt to resolve potential disputes informally through face-to-face negotiations with persons fully authorized to resolve the dispute or through non-binding mediation utilizing a mediator agreed to by the parties, rather than through litigation. No formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief may begin until either such persons conclude, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely.

Notwithstanding the existence of a dispute under, related to or involving this Contract, the parties shall continue without delay to carry out all of their responsibilities, including providing of Services in accordance with the Consortium's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the Consortium's instructions regarding this Contract that are not affected by the dispute shall be considered a material breach of this Contract.

29. EXAMINATION AND AUDIT:

The Contractor agrees that the Consortium or its designated representative shall have the right to review and copy any records and supporting documentation directly pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records to the extent necessary to verify the accuracy of such statements. Any such audit must: (i) not be disruptive to Contractor business and must take place at a mutually agreed time during Contractor's normal business hours; and (ii) take place on at least thirty (30) days' prior written notice. The Consortium agrees that any information learned or disclosed by the Consortium's auditor in connection with any such audit is Confidential Information of the Contractor will be subject to nondisclosure and nonuse obligations under an agreed upon Non-Disclosure Agreement ("NDA") except as such disclosure or use is required by the California Public Records Act or other applicable law. The Consortium will be solely responsible for all costs of any audit he Consortium conducts. Further, the Contractor agrees to include a similar right of the Consortium to audit records and interview staff in any subcontract for performance of this Contract. Audits of data centers shall be in accordance with the Data Center Audit provisions in the Special Provisions. For clarity, from time to time, the

Contractor may retain external auditors to verify its security measures (e.g., in a Service Organization Controls 1, Type 2 report or its equivalent, as determined by Contractor). Upon Consortium's request, Contractor will provide to Consortium a copy of the report(s) ("Reports") issued by the external auditors. The Reports might include various reports or certifications, such as (by way of example) a Service Organization Controls 1, Type 2 report, or an ISO 27001 certificate, or such other industry standard reports or certifications that cover comparable standards or controls as defined by Contractor. Contractor will provide such Reports no more frequently than twice annually. Reports are subject to availability and will be treated as Confidential Information of Contractor under the NDA. Audits of data centers shall be in accordance with the Data Center Audit provisions in the Special Provisions.

30. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353. The Consortium acknowledges that no positions are funded by the Contract within the meaning of this provision.

31. COVENANT AGAINST GRATUITIES:

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Consortium with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the Consortium shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the Consortium in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the Consortium provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

32. NONDISCRIMINATION CLAUSE:

- a. During the performance of this Contract, the Contractor, and its subcontractors, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The

Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11005 et seq.). The applicable regulations of the Civil Rights Council implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- b. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Services under the Contract.

33. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

34. ASSIGNMENT OF ANTITRUST ACTIONS:

Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a. In submitting a bid to the Consortium, the supplier offers and agrees that if the bid is accepted, it will assign to the Consortium all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the Consortium pursuant to the solicitation. Such assignment shall be made and become effective at the time the Consortium tenders final payment to the supplier. The Consortium acknowledges that this Contract is not only for Contractor's Services but that Contractor may purchase goods, material, other items, or services for resale to the Consortium under this Contract.
- b. If the Consortium receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Consortium any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Consortium as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

- c. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
 - (i) the assignee has not been injured thereby, or
 - (ii) the assignee declines to file a court action for the cause of action.

35. DRUG-FREE WORKPLACE CERTIFICATION:

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug- Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or organization's policy of maintaining a drug-free workplace;
 - (iii) any available counseling, rehabilitation and employee assistance programs; and,
 - (iv) penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - (i) will receive a copy of the company's drug-free policy statement; and,
 - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

36. FOUR-DIGIT DATE COMPLIANCE:

Contractor warrants that the Services can be used by the Consortium to provide only Four-Digit Date Compliant (as defined below) Services. "Four Digit Date Compliant" Services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

37. COMPLIANCE WITH PUBLIC CONTRACT CODE SECTION 6108:

Contractor agrees that it complies with Public Contract Code Section 6108, to the extent applicable.

38. [RESERVED]

39. CHILD SUPPORT COMPLIANCE ACT:

For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code Section 7110, that:

- a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

40. AMERICANS WITH DISABILITIES ACT:

The Contractor assures the Consortium that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

41. [RESERVED]

42. [RESERVED]

43. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of a non-US expatriate corporation within the meaning of Public Contract Code Sections 10286 and 10286.1, and is eligible to contract with the Consortium.

44. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that the Contractor is in compliance with Public Contract Code Section 10295.3.

45. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract the Contractor made a commitment to achieve small business participation, then the Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract the Contractor made a commitment to achieve disabled veteran

business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

46. LOSS LEADER:

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (Public Contract Code Section 12104.5(b).).

**FEDRAMP MODERATE CLOUD COMPUTING SPECIAL PROVISIONS
(INFRASTRUCTURE AS A SERVICE AND PLATFORM AS A SERVICE)**

These FedRAMP Moderate Cloud Computing Special Provisions (Infrastructure as a Service and Platform as a Service) ("FedRAMP Mod Cloud Special Provisions") shall apply to the Consortium's (as defined in Exhibit D to this Contract and to all Eligible Public Entities' (as defined in Exhibit D to this Contract) use of permitted Services and /or products.

THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR INFRASTRUCTURE AS A SERVICE (IAAS) AND PLATFORM AS A SERVICE (PAAS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE TO BE ATTACHED TO THE FEDRAMP MODERATE CLOUD COMPUTING GENERAL PROVISIONS- INFORMATION TECHNOLOGY (THE "GENERAL PROVISIONS") AND ACCOMPANIED BY, AT MINIMUM, A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA).

1. DEFINITIONS:

- a) **"Authorized Persons"** means the Contractor's employees, contractors, subcontractors or other agents who need to access the Consortium's Data to enable the Contractor to perform the services required.
- b) **"Data Breach"** means any unlawful access, use, theft or destruction to any Consortium Data stored on the CSP's equipment or facilities, or unauthorized access to such equipment or facilities that results in the use, disclosure, destruction, alteration, loss or theft of Consortium Data.
- c) **"Security Incident"** is synonymous with Data Breach.
- d) **"Service Level Agreement" (SLA)** means a written agreement between both the Consortium and the Contractor that is subject to the terms and conditions in this document that unless otherwise agreed to includes: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, and (4) any remedies for performance failures.
- e) **"Consortium Identified Contact"** means the person or persons designated in writing by the Consortium to receive Security Incident or Data Breach notification. For purposes of this Contract, Consortium Identified Contacts shall be individuals that are registered by the Consortium as administrators in the Contractor's administrative portal. For clarity, if more than one administrator is identified by the Consortium, the Contractor may only contact one of them.

2. DATA OWNERSHIP:

The Consortium will own all right, title and interest in all Consortium Data. The Contractor shall not access Consortium user accounts or Consortium Data, except:

- a) in the course of data center operations;
- b) in response to service or technical issues;
- c) as required by the express terms of this Contract;
- d) at the Consortium's written request; or
- e) as required by law.

3. DATA PROTECTION:

The Contractor and the Consortium recognize that security responsibilities are shared. The Contractor is responsible for implementing security measures and providing a secure infrastructure (i.e., the AWS Network) as set forth in the Service Agreement and AWS Security Standards attached thereto. The Consortium is responsible for all other data protection and security controls, including its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the Service Agreement, the SOW and/or SLA.

- a) All Consortium Data obtained by the Contractor within its control in the performance of this Contract shall become and remain the property of the Consortium.
- b) The Service Agreement, SOW and/or SLA will specify which party is responsible for encryption and access control of the Consortium Data for the service model under Contract. If the Service Agreement, SOW and/or SLA and the Contract are silent, then the Consortium is responsible for encryption and access control.
- c) At no time shall any Consortium Data or processes - which either belong to or are intended for the use of Consortium or its officers, agents or employees - be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction without the express written consent of the Consortium except as expressly permitted by the Service Agreement or Section 2 above.
- d) The Consortium and Eligible Public Entities shall enter into and comply with a Business Associate Agreement in using the Services to store or transmit any Protected Health Information.
- e) As of the Addendum Effective Date, the Contractor is authorized under FedRAMP Moderate ("FedRAMP" for the purpose of this section) as provided in <https://aws.amazon.com/compliance/services-in-scope/> or its successor webpage designated by the Contractor (the "Services in Scope Site") for ATOs by Service, region, and impact level. AWS GovCloud (US), has been granted a Joint Authorization Board Provisional Authority-To-Operate (JAB P-ATO) and multiple Agency Authorizations (A-ATO) for moderate and high impact levels. The services in scope of the AWS GovCloud (US) JAB P-ATO boundary at high baseline security categorization can be found within the Services in Scope Site.

The Contractor achieves FedRAMP compliance by addressing the FedRAMP security controls (based on NIST SP 800-53), using required FedRAMP templates for the security packages posted in the secure FedRAMP Repository, completing FedRAMP accredited independent third party (3PAO) security testing and evaluation and submitting continuous monitoring requirements of FedRAMP to the Joint Authorization Board (JAB). It is exclusively the Consortium's and Eligible Public Entities' responsibility to leverage the relevant FedRAMP authorized Services and to select and maintain all Consortium Data within the relevant authorized regions in order to leverage the foregoing authorizations.

4. DATA LOCATION:

The Contractor shall provide its services to the Consortium and its end users solely from data centers in the continental United States. Storage of Consortium Data at rest shall be located solely in data centers in the continental United States. The Contractor shall not allow its personnel or contractors to store Consortium Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Consortium Data remotely only as required to provide technical user support or other customer support. The Contractor may provide technical user support or other customer support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this Contract.

5. SECURITY INCIDENT OR DATA BREACH NOTIFICATION:

Subject to the requirement to register administrator contact information, as set forth in the following paragraph, if the CSP becomes aware of a Security Incident (which, for the purposes of this Contract, shall be synonymous with Data Breach, as defined above), the CSP will immediately investigate the Security Incident, and as soon as possible and no later than seventy-two (72) hours after the Contractor determines that a Security Incident has occurred: (1) notify one or more Consortium Identified Contacts of the Security Incident; (2) provide the Consortium with detailed information about the Security Incident; and (3) take commercially reasonable measures to mitigate the effects and to minimize any damage resulting from the Security Incident. The CSP and Contractor shall reasonably cooperate fully with the Consortium, its agents and law enforcement in investigating any such security incident.

Notification(s) of Security Incidents will be delivered to one or more of the Consortium's administrators (see definition of Consortium Identified Contact, above) by any means the CSP selects, including via email. It is the Consortium's sole responsibility to ensure its administrators maintain accurate contact information on the CSP's service portal.

The CSP's obligation to report or respond to a Security Incident under this section is not an acknowledgement by the Contractor of any fault or liability with respect to the Security Incident.

The Consortium must notify the CSP promptly about any possible misuse of its accounts or authentication credentials or any security incident related to an Online Service.

SECURITY INCIDENT RESPONSIBILITIES:

If requested by the Eligible Public Entity by contacting the Contractor Contracts Management team at: aws-californiastate@amazon.com (or other email address as may be specified by **AWS**), Contractor will provide the Eligible Public Entity with reasonable and appropriate details relevant to the cause, nature and Eligible Public Entity impact of the Security Incident; provided that Contractor will not be required to provide this information if the Contractor reasonably determines the disclosure would prejudice Contractor's security or violate applicable law. Contractor will reasonably cooperate with Eligible Public Entities to support inquiries following a Security Incident as permitted under the circumstances.

6. NOTIFICATION OF LEGAL REQUESTS:

Contractor shall not respond to legal requests directed at the Consortium or Eligible Public Entities on behalf of the Consortium or the Eligible Public Entities, unless authorized in writing. Unless otherwise prohibited by law or relevant court or governmental order, the Contractor shall contact the Consortium or the relevant Eligible Public Entity within a reasonable time before disclosing Consortium Data in response to any electronic discovery requests, litigation holds, discovery searches, expert testimonies or California Public Records Act requests, directed at the Contractor requesting that the Contractor disclose Consortium Data submitted under this Contract.

Except as the Consortium directs, Contractor will not provide any third party: (1) direct, indirect, blanket or unfettered access to Consortium Data; (2) the platform encryption keys used to secure Consortium Data or the ability to break such encryption; or (3) any kind of access to Consortium Data if Contractor is aware that such data is used for purposes other than those stated in the request.

In support of the above, Contractor may provide the Consortium (and/or the relevant Eligible Public Entity's) basic contact information to the third party.

7. DATA PRESERVATION AND RETRIEVAL:

For ninety (90) days following the expiration date (or early termination date) of this Contract ("Retention Period"), or upon notice of termination of this Contract, Contractor shall provide the Consortium self-service access to Consortium Data.

Upon request by the Consortium at least 30 days prior to expiration, and in the event that the Consortium does not choose to renew the Contract and subscription for a longer term as provided in the Contract, Contractor will make arrangements for the Consortium (or its contractor, if applicable) to extend its Contract and paid subscription for the IaaS and/or PaaS services, for a 90-day period, during which the services will retain their normal functionality.

Notwithstanding any provision to contrary in the Contractor's SOW or the SLA, no additional fees shall be imposed on the Consortium or Eligible Public Entity for access and data retrieval during the 90-day period prior to termination.

During any Retention Period, and any period of service suspension, the Contractor shall not take any action to intentionally erase any Consortium Data, and access to Consortium Data shall continue to be made available to the Consortium or the Eligible Public Entities without alteration.

The Consortium or Eligible Public Entities shall be responsible for retrieving and/or destroying Consortium Data stored using the Services when no longer required by law, by taking steps within their control to destroy any Consortium Data that includes personal information or to ensure that such information is de-identified.

8. BACKGROUND CHECKS:

The Contractor shall conduct criminal background checks on its Authorized Persons and not provide access to Consortium Data to any persons who fail such background checks, in accordance with the requirements of FedRAMP (Moderate Specification) and any US

Federal Government regulation that Contractor's IaaS and/or PaaS services are subject to. The Contractor shall promote and maintain an awareness of the importance of securing Consortium Data among the Contractor's employees and agents.

9. ACCESS TO SECURITY LOGS AND REPORTS:

Contractor shall allow the Consortium and Eligible Public Entities reasonable self-service access to security logs, information, latency statistics, data, and other related security data that affect this Contract and Consortium Data, at no cost to the Consortium and Eligible Public Entities. The parties recognize that the type of self-service access and security data made available to the Consortium may be subject to change.

10. CONTRACT AUDIT:

The Contractor shall allow the Consortium to audit conformance to the Contract terms. The Consortium may perform this audit or Contract with a third party at its discretion and at the Consortium's expense. Any such third party hired by the Consortium shall enter into a Non-Disclosure Agreement with terms no less restrictive than the NDA between the Consortium and Contractor.

11. DATA CENTER AUDIT:

From time to time, but at least once a year, the Contractor shall retain external auditors to verify its security measures at its own expense. The Contractor shall provide a version of the report issued by the external auditors, may not be redacted, upon request. In the event the audit report contains the Contractor's proprietary information, the Consortium acknowledges that such information is Confidential Information and the audit report shall be disclosed only upon execution of a mutual non-disclosure agreement. If the Consortium or Eligible Public Entity receives a California Public Records Act request for the audit report, the Consortium and Eligible Public Entity shall provide the Contractor reasonable written notice to permit the Contractor to enable the Contractor to steps to prevent the disclosure of such information to the maximum extent permitted by law. Consortium shall be limited to no more than two audits annually.

12. CHANGE CONTROL AND ADVANCE NOTICE:

The Contractor shall give sixty (60) days advance written notice to the Consortium of any discontinuance of a Service or functionality of a Service that is generally makes available to its customers. Contractor may change the features and functionality of the Services to make improvements, address security requirements and comply with changes in law, without prior notice.

13. SECURITY PROCESSES:

The Contractor shall disclose its non-proprietary security processes to the Consortium such that adequate protection and flexibility can be attained between the Consortium and the Contractor.

14. IMPORT AND EXPORT OF DATA:

During the term of a subscription or any Retention Period, the Consortium shall have the ability to import or export data in whole or in part at its discretion without interference from the Contractor.

15. RESPONSIBILITIES AND UPTIME GUARANTEE:

The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environment are the responsibility of the Contractor. Unless otherwise provided, the system shall be available 24/7/365 (except for scheduled maintenance downtime), and shall provide service to customers as described in the Contract.

16. RIGHT TO REMOVE INDIVIDUALS:

The Consortium shall have the right at any time to require the Contractor remove from interaction with Consortium any Contractor representative who the Consortium believes is detrimental to its working relationship with the Contractor. The Consortium shall provide the Contractor with notice of its determination, and the reasons it requests the removal. The Contractor shall not assign the person to any aspect of the Contract or future work orders without the Consortium's consent.

17. BUSINESS CONTINUITY AND DISASTER RECOVERY:

The Contractor shall maintain and regularly test a business continuity and disaster recovery program as it pertains to the Services.

18. WEB SERVICES:

The Contractor shall use web service exclusively to interface with Consortium Data in near real time when possible, or as mutually agreed.

EXHIBIT B AWS SERVICE AGREEMENT

This AWS Service Agreement (this "**Agreement**") is applicable to the CalSAWS Consortium ("**Consortium**") made and entered into and as part of the contract between the Consortium and Rackspace ("**Contract**"). In addition to other parts of the Contract, this Service Agreement applies to all Eligible Public Entities ("**Customer**").

In consideration of the mutual promises contained in this Agreement, AWS and Customer agree to all terms of the Agreement effective as of the date of the Contract.

Defined terms used in this Agreement with initial letters capitalized have the meanings given in Section 13 below.

1. Use of the Service Offerings.

1.1 Generally. Customer may access and use the Service Offerings in accordance with this Agreement and the Contract. Service Level Agreements may apply to certain Service Offerings. Customer will comply with the terms of this Agreement and all laws, rules, and regulations applicable to Customer's use of the Service Offerings.

1.2 AWS Account. To access the Services, Customer must create one or more AWS Enterprise Accounts. Unless explicitly permitted by the Service Terms, Customer will only create one AWS Enterprise Account per email address. Customer shall identify to AWS all Enterprise Accounts to be covered by this Agreement and the Contract. For all AWS Enterprise Accounts, this Agreement supersedes any acceptance of the AWS Customer Agreement by Customer or any of its employees acting on behalf of Customer. If Customer opens any AWS accounts that do not meet the definition of an "AWS Enterprise Account," those accounts will be governed by the AWS Customer Agreement.

1.3 Third-Party Content. Third-Party Content may be used by Customer at Customer's election. Third-Party Content is governed by this Agreement unless accompanied by separate terms and conditions, which may include separate fees and charges.

1.4 Eligible Public Entity. Any Eligible Public Entity (as defined in the Contract) may use the Service Offerings under its own AWS Enterprise Account(s) under the terms of this Agreement and the Contract. "Public Entity", as used in this part, means the state, county, city, city and county, district, public authority, public agency, municipal corporation, or any other political subdivision or public corporation in the state.

2. Changes.

2.1 To the Service Offerings. AWS may change or discontinue any of the Service Offerings or change or remove functionality of any or all of the Service Offerings from time to time. AWS will provide at least 12 months prior Notice to Customer for any AWS Enterprise Accounts enrolled in AWS Support at the Developer-level tier or above (or any successor service providing such communications alerts) if AWS decides to discontinue a Service or functionality of a Service that it makes generally available to its customers, except that AWS will not be obligated to provide such Notice if the discontinuation is necessary to address an emergency or threat to the security or integrity of AWS, respond to claims, litigation, or loss of license rights related to third-party intellectual property rights, or comply with the law or requests of a government entity. Where AWS is excused from providing such Notice for the reasons given in this Section, AWS will make

commercially reasonable efforts to provide Notice to Customer as is reasonably practicable under the circumstances.

2.2 To APIs. AWS may change or discontinue any APIs for the Services from time to time. For any change or discontinuation of an API that is not also a discontinuation of a Service or a functionality of a Service, AWS will continue supporting the previous version of such API for 12 months after the change or discontinuation (except if doing so (a) would pose a security or intellectual property issue, (b) is technically infeasible, or (c) would prevent AWS from complying with the law or requests of governmental entities).

2.3 To the Service Level Agreements. AWS may change or add Service Level Agreements from time to time, but will provide 90 days advance Notice to Customer before materially reducing the benefits offered to Customer under any of the Service Level Agreement(s) that are available as of the Effective Date.

3. Privacy and Security.

3.1 AWS Security. AWS will implement reasonable and appropriate measures for the AWS Network (as determined by AWS) designed to help Customer secure Customer Content against accidental or unlawful loss, access or disclosure (the "**Security Objectives**") in accordance with the AWS Security Standards. AWS may modify the AWS Security Standards from time to time, but will continue to provide at least the same level of security as is described in the AWS Security Standards on the Effective Date.

3.2 Data Privacy. Customer may specify the AWS regions in which Customer Content will be stored. Customer consents to the storage of Customer Content in, and transfer of Customer Content into, the AWS regions Customer selects. AWS will not access or use Customer Content except as necessary to maintain or provide the Service Offerings, or as necessary to comply with the law or a binding order of a governmental body. AWS will not (a) disclose Customer Content to any government or third party, or (b) subject to Section 3.3, move Customer Content from the AWS regions selected by Customer; except in each case as necessary to comply with the law or a binding order of a governmental body (such as a subpoena or court order). Unless it would be in violation of a court order or other legal requirement, AWS will give Customer reasonable Notice of any legal requirement or order referred to in this Section 3.2, to allow Customer to seek a protective order or other appropriate remedy. AWS will only use Account Information in accordance with the Privacy Policy, and Customer consents to such usage. The Privacy Policy does not apply to Customer Content.

3.3 Service Attributes. To provide billing and administration services, AWS may process Service Attributes in the AWS region(s) where Customer uses the Service Offerings and the AWS regions in the United States. To provide Customer with support services initiated by Customer and investigate fraud, abuse or violations of this Agreement, AWS may process Service Attributes where AWS maintains its support and investigation personnel.

4. Customer Responsibilities.

4.1 Customer Accounts. Except to the extent caused by AWS's breach of this Agreement, (a) Customer is responsible for all activities that occur under its AWS Enterprise Accounts, regardless of whether the activities are authorized by Customer or are undertaken by Customer, its employees or a third party (including without limitation contractors, agents or End Users), and (b) AWS and its Affiliates are not responsible for unauthorized access to Customer's AWS Enterprise Accounts.

4.2 Customer Content. Customer will ensure that Customer Content, Customer Submissions or Customer/End Users' use of Customer Content, Customer Submissions or the Service

Offerings will not violate any of the Policies or any applicable law. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Content and Customer Submissions. For example, Customer is solely responsible for:

- (a) the technical operation of Customer Content, including ensuring that calls Customer makes to any Service are compatible with then-current APIs for that Service, including any APIs AWS continues to support under Section 2.2 of this Agreement;
- (b) any claims relating to Customer Content or Customer Submissions; and
- (c) properly handling and processing notices that are sent to Customer (or any Customer Affiliate) regarding Customer Content or Customer Submissions, such as by any person claiming that Customer Content or Customer Submissions violate such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

4.3 Customer's Security and Redundancy. Customers have a variety of options to choose from when configuring their accounts, and for all sensitive or otherwise valuable content AWS recommends that Customer uses strong security and redundancy features, such as access controls, encryption, and backup. Customer is responsible for properly configuring and using the Service Offerings in a manner that provides security and redundancy of its AWS Enterprise Accounts and Customer Content, such as, for example, using enhanced access controls to prevent unauthorized access to AWS Enterprise Accounts and Customer Content, using encryption technology to prevent unauthorized access to Customer Content, and ensuring the appropriate level of backup to prevent loss of Customer Content.

4.4 Log-In Credentials and Account Keys. AWS log-in credentials and private keys generated by the Services are for Customer's internal use only and Customer may not sell, transfer or sublicense them to any other entity or person, except that Customer may disclose its private key to its agents and subcontractors (including any of its Affiliates who are acting as an agent or subcontractor of Customer) performing work on behalf of Customer.

4.5 End Users. Customer is responsible for End Users' use of Customer Content and the Service Offerings. Customer will ensure that all End Users comply with Customer's obligations under this Agreement and that the terms of its agreement with each End User are not inconsistent with this Agreement. If Customer becomes aware of any violation of its obligations under this Agreement by an End User, Customer will immediately suspend access to Customer Content and the Service Offerings by such End User, person or entity. AWS does not provide any support or services to End Users unless AWS has a separate agreement with Customer or an End User obligating AWS to provide support or services. Customer is responsible for providing customer service (if any) to End Users. The Customer receives Basic Support included with its AWS account and may engage in additional tiers of support, as provided on the AWS Support website (or its successor site): (currently located at <https://aws.amazon.com/premiumsupport/>).

5. Fees and Payment.

5.1 Service Fees. Unless otherwise stated on the AWS Site, AWS will invoice Customer at the end of each month for all applicable fees and charges accrued for use of the Service Offerings, as described on the AWS Site, during the month. Customer will pay AWS all invoiced amounts within 45 days of the date of the invoice (other than Disputed Amounts). Payment will be made in accordance with the provisions of the California Prompt Payment Act, including any provisions granting a contractor interest for late payments. For any Disputed Amounts, Customer will provide Notice to AWS, including the basis for the dispute (including any supporting documentation), and the parties will meet within 30 days of the date of the Notice to resolve the dispute. If the parties fail to resolve the dispute within such 30 day period, AWS may, at its option, (a) suspend Customer's or any End User's right to access or use any portion or all of the Service Offerings,

immediately upon notice to Customer, and (b) terminate this Agreement pursuant to Section 7.2(b). All amounts payable by Customer under this Agreement will be paid to AWS without setoff or counterclaim and without deduction or withholding, provided that Disputed Amounts will be handled as set forth above. Fees and charges for any new Service or new feature of a Service will be effective when AWS posts updated fees and charges on the AWS Site, unless expressly stated otherwise in a Notice. AWS may increase or add new fees and charges for any existing Service by giving Customer at least 60 days advance Notice. .

5.2 Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by Customer are exclusive of Indirect Taxes. AWS may charge and Customer will pay applicable Indirect Taxes that AWS is legally obligated or allowed to collect from Customer. Customer will provide such information to AWS as reasonably required to determine whether AWS is obligated to collect Indirect Taxes from Customer. AWS will not collect, and Customer will not pay, any Indirect Tax for which Customer furnishes AWS a properly completed exemption certificate or a direct payment permit certificate for which AWS may claim an available exemption from such Indirect Tax. All payments made by Customer to AWS under this Agreement will be made free and clear of any withholding or deduction for taxes. If any such taxes (for example, international withholding taxes) are required to be withheld on any payment, Customer will pay such additional amounts as are necessary so that the net amount received by AWS is equal to the amount then due and payable under this Agreement. AWS will provide Customer with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

6. Temporary Suspension

6.1 Generally. AWS may suspend Customer's or any End User's right to access or use any portion of or all of the Service Offerings immediately upon Notice to Customer if AWS reasonably determines:

(a) Customer's or an End User's use of the Service Offerings (i) poses a security risk to the Service Offerings or any third party, (ii) risks adversely impacting AWS's systems, the Service Offerings or the systems or Content of any other AWS customer, or (iii) risks subjecting AWS or its Affiliates to liability; or

(b) Customer or any End User is not in compliance with the Acceptable Use Policy or Section 8 of this Agreement.

AWS will use commercially reasonable efforts to restore Customer's rights to use and access those portions of the Service Offerings or accounts that gave rise to the suspension promptly after Customer has resolved the problem giving rise to the suspension.

6.2 Effect of Suspension. If AWS suspends Customer's right to access or use any portion of the Service Offerings:

(a) Customer remains responsible for all fees and charges Customer incurs during the period of suspension; and

(b) Customer will not be entitled to any service credits under the Service Level Agreements for any period of suspension.

7. Term; Termination

7.1 Term. The term of this Agreement will commence on the Effective Date of the Contract and will remain in effect until terminated pursuant to this Agreement. Any Notice of termination of this Agreement by either party to the other must include a Termination Date.

7.2 Termination of Individual Enterprise Accounts.

(a) **Termination for Convenience.** Customer may terminate individual Enterprise Accounts for any reason by providing AWS Notice.

(b) **Termination for Cause.**

- (i) **By Either Party.** Either party may terminate individual Enterprise Accounts for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of Notice by the other party.
- (ii) **By AWS.** AWS may also terminate individual Enterprise Accounts for cause upon 30 days Notice to Customer: (A) if there is an act or omission by Customer or any End User that AWS has the right to suspend for under Section 6 and, for those suspendable acts or omissions that are curable, Customer has not cured such condition within such 30 day period; or (B) in order to comply with applicable law or requests of governmental entities.

7.3 Effect of Termination.

(a) **Generally.** Upon the Termination Date:

- (i) except as provided in Section 7.3(b), all of Customer's rights under this Agreement immediately terminate;
- (ii) Customer remains responsible for all fees and charges Customer has incurred through the Termination Date;
- (iii) Customer will immediately return or, if instructed by AWS, destroy all AWS Content in Customer's possession (except for AWS Content that is publicly available on the AWS Site); and
- (iv) Sections 4, 5, 7.3, 8.1, 8.2, 8.4, 8.5, 9, 10, 11, 12 and 13 will continue to apply in accordance with their terms.

(b) **Post-Termination Retrieval of Customer Content.** During the 90 days following the Termination Date, AWS will not take action to remove any Customer Content as a result of the termination. In addition, during the 90 days following the Termination Date, AWS will allow Customer to retrieve any remaining Customer Content from the Services, unless (i) prohibited by law or the order of a governmental or regulatory body or it could subject AWS or its Affiliates to liability, or (ii) Customer has not paid all amounts due under this Agreement, other than Disputed Amounts. For any use of the Services during the 90 days following the Termination Date, the terms of this Agreement will apply and Customer will pay the applicable fees at the rates under Section 5. No later than the end of this 90-day period, Customer will close all AWS Enterprise Accounts, unless the parties agree on additional time.

8. Proprietary Rights.

8.1 Customer Content. As between Customer and AWS, Customer (or Customer's licensors) own all right, title, and interest in and to Customer Content. Except as provided in this Agreement, AWS obtains no rights under this Agreement from Customer (or Customer's licensors) to Customer Content.

8.2 Customer Submissions. Customer Submissions will be governed by the terms of the Apache License, Version 2.0, unless Customer requests and AWS consents in writing to another license supported by AWS.

8.3 Service Offerings License. As between Customer and AWS, AWS, its Affiliates or its licensors own all right, title, and interest in and to the Service Offerings, and all related technology and intellectual property rights. Subject to the terms of this Agreement, AWS grants Customer a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to do the following during the Term: (a) access and use the Services solely in accordance with this Agreement; and (b) copy and use the AWS Content solely in connection with Customer's permitted use of the Services. Except as provided in this Section 8.3, Customer obtains no rights under this Agreement from AWS, its Affiliates, or their licensors to the Service Offerings, including without limitation any related intellectual property rights. Some AWS Content may be provided to Customer under a separate license, such as the Apache License, Version 2.0, which will be identified to Customer in the notice file or on the download page, in which case that license will govern Customer's use of that AWS Content.

8.4 License Restrictions. Neither Customer nor any End User may use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither Customer nor any End User may, or may attempt to (a) modify, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Service Offerings (except to the extent Content included in the Service Offerings are provided to Customer under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings, (c) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Service Offerings. During and after the Term, Customer will not assert, nor will Customer authorize, assist, or encourage any third party to assert, any intellectual property infringement claim regarding any Service Offerings Customer has used. Customer may only use the AWS Marks in accordance with the Trademark Use Guidelines. Customer will not misrepresent or embellish the relationship between AWS and Customer (including by expressing or implying that AWS supports, sponsors, endorses, or contributes to Customer or Customer's business endeavors). Customer will not imply any relationship or affiliation between AWS and Customer except as expressly permitted by this Agreement.

8.5 Suggestions. If Customer elects to provide any Suggestions to AWS or its Affiliates, AWS and its Affiliates will be entitled to use the Suggestions without restriction. Customer hereby irrevocably assigns to AWS all right, title, and interest in and to the Suggestions.

9. Customer Representations, Warranties and Covenants.

9.1 Customer Commitments. Customer represents, warrants and covenants that (i) Customer and any End Users' use of the Service Offerings (including any activities under a Customer Account and use by Customer's employees and personnel), Customer Content and Customer Submissions will not violate this Agreement or applicable law; (ii) Customer Content or Customer Submissions, the combination of Customer Content or Customer Submissions with other applications, content or processes, or the use, development, design, production, advertising or marketing of Customer Content or Customer Submissions, do not and will not infringe or misappropriate any third-party rights; and (iii) Customer's use of the Service Offerings will not cause harm to any End Users.

9.2 Process. AWS will promptly notify Customer of any claim subject to Section 9.1, but if AWS fails to promptly notify Customer, this will only affect Customer's obligations under Section 9.1 to

the extent that AWS's failure prejudices Customer's ability to defend the claim. Customer may: (a) use counsel of its own choosing to defend against any claim; and (b) settle the claim as Customer deems appropriate.

10. AWS Warranties and Warranty Disclaimers.

10.1 AWS Warranties. AWS represents and warrants to Customer that the Services will perform substantially in accordance with the Documentation.

10.2 Warranty Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10.1 (AWS WARRANTIES) AND SECTION 12 OF THE GENERAL PROVISIONS ("WARRANTY"), THE SERVICE OFFERINGS ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, AWS, ITS AFFILIATES AND ITS LICENSORS MAKE NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SERVICE OFFERINGS OR THE THIRD-PARTY CONTENT, AND DISCLAIM ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (A) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (B) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (C) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, AND (D) THAT ANY CONTENT, INCLUDING CUSTOMER CONTENT OR THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

11. Limitations of Liability.

11.1 Liability Disclaimers. EXCEPT FOR PAYMENT OBLIGATIONS ARISING UNDER SECTION 9 (CUSTOMER REPRESENTATIONS, WARRANTIES, AND COVENANTS), NEITHER PARTY NOR ANY OF THEIR AFFILIATES OR LICENSORS WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, (B) THE VALUE OF LOST DATA, LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL, OR (C) UNAVAILABILITY OF THE SERVICE OFFERINGS (THIS DOES NOT LIMIT ANY SERVICE CREDITS THAT MAY BE AVAILABLE UNDER THE SERVICE LEVEL AGREEMENTS OR TO AWS'S COMMITMENTS UNDER SECTION 10.1).

11.2 Damages Cap. EXCEPT FOR PAYMENT OBLIGATIONS ARISING UNDER SECTION 9 (CUSTOMER REPRESENTATIONS, WARRANTIES, AND COVENANTS), THE AGGREGATE LIABILITY UNDER THIS AGREEMENT OF EITHER PARTY AND ANY OF THEIR RESPECTIVE AFFILIATES OR LICENSORS WILL NOT EXCEED THE LESSER OF (A) THE AMOUNTS PAID BY CUSTOMER TO AWS UNDER THIS AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE LIABILITY DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE, OR (B) US\$20,000,000; PROVIDED, HOWEVER THAT NOTHING IN THIS SECTION 11 WILL LIMIT CUSTOMER'S OBLIGATION TO PAY AWS FOR CUSTOMER'S USE OF THE SERVICE OFFERINGS PURSUANT TO SECTION 5, OR ANY OTHER PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

12. Miscellaneous.

12.1 [RESERVED]

12.2 [RESERVED]

12.3 Entire Agreement. This Agreement incorporates the Policies by reference and is a part of the Contract as Exhibit A. Except to the extent specified in the Contract, AWS will not be bound by any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision (a) submitted by Customer in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration, response to any Request for Bid, Request for Proposal, Request for Information, or other questionnaire, or (c) related to any invoicing process that Customer submits or requires AWS to complete. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control, except that the Service Terms will control over this document.

12.4 [RESERVED]

12.5 [RESERVED]

12.6 Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. Customer is solely responsible for compliance with applicable laws related to the manner in which Customer chooses to use the Service Offerings, including (i) Customer's transfer and processing of Customer Content, (ii) the provision of Customer Content to End Users, and (iii) specifying the AWS region in which any of the foregoing occur.

12.7 [RESERVED]

12.8 Language. All communications and Notices made or given pursuant to this Agreement must be in the English language. If AWS provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

12.9 Nondisclosure. The Mutual Nondisclosure Agreement (NOA) is incorporated by reference into this Agreement, except that the security provisions in Section 3, not the NDA, apply to Customer Content.

12.10 Notice.

(a) General. Except as otherwise set forth in Section 12.10(b), to give notice to a party under this Agreement, each party must contact the other party as follows: (i) by facsimile transmission; or (ii) by personal delivery, overnight courier or registered or certified mail. Notices must be sent to the contract party listed by each Individual Enterprise Account associated with this Agreement or such other contact information as a party may subsequently designate in a notice to the other party. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three (3) business days after they are sent.

(b) Electronic Notice. AWS may provide notice to Customer: (i) under Sections 2.3 or 5.1 by (A) sending a message to the email address then associated with at least one of Customer's AWS Enterprise Accounts, or (B) posting a notice on the AWS Site, (ii) under Section 6.1 by sending a message to the email address then associated with Customer's applicable AWS Enterprise Account, and (iii) under Section 2.1 by sending a message to the email address then associated with at least one of Customer's AWS Enterprise Accounts (or such other email address as agreed upon by the parties) or via a support case. Any notices provided by posting on the AWS Site will

be effective upon posting and notices provided by email will be effective when AWS sends the email.

12.11 No Third-Party Beneficiaries. Except as set forth in Section 9.1, this Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

12.12 No Waivers. The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit such party's right to enforce such provision at a later time. All waivers by a party must be provided in a Notice to be effective.

12.13 [RESERVED]

13. Definitions. Defined terms used in this Agreement with initial letters capitalized have the meanings given below:

"Acceptable Use Policy" means the policy currently available at <http://aws.amazon.com/aup> (and any successor or related locations designated by AWS), as it may be updated by AWS from time to time.

"Account Information" means information about Customer that Customer provides to AWS in connection with the creation or administration of an AWS Enterprise Account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with an AWS Enterprise Account.

"Affiliate" means any entity that directly or indirectly controls, is controlled by or is under common control with that party.

"API" means an application program interface.

"AWS Content" means Content that AWS or any of its Affiliates makes available in connection with the Services or on the AWS Site to allow access to and use of the Services, including APIs; WSDLs; sample code; software libraries; command line tools; proofs of concept, templates, and other related technology (including but not limited to any of the foregoing that are provided by any AWS personnel). AWS Content does not include the Services or Third-Party Content.

"AWS Customer Agreement" means AWS's standard user agreement posted on the AWS Site at <http://aws.amazon.com/agreement> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"AWS Enterprise Account" means an AWS account opened by Customer using a Customer-issued email address (with an email domain name that is owned by Customer) that includes Customer's full legal name in the "Company Name" field associated with the AWS account and other designating information as mutually agreed by the parties.

"AWS Marks" means any trademarks, service marks, service or trade names, logos, and other designations of AWS and its Affiliates that AWS may make available to Customer in connection with this Agreement.

"AWS Network" means AWS's data center facilities, servers, networking equipment, and host software systems (e.g., virtual firewalls) that are within AWS's control and are used to provide the Services.

"AWS Security Standards" means the security standards attached to this Agreement as Attachment A.

"AWS Site" means <http://aws.amazon.com> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"Content" means software (including machine images), data, text, audio, video, or images.

"Customer Content" means Content that Customer or any End User transfers to AWS for processing, storage or hosting by the Services in connection with an AWS Enterprise Account and any computational results that Customer or any End User derive from the foregoing through its use of the Services. For example, Customer Content includes Content that Customer or any End User stores in Amazon Simple Storage Service. Customer Content does not include Account Information.

"Customer Submissions" means Content that Customer posts or otherwise submits to developer forums, sample code repositories, public data repositories, community-focused areas of the AWS Site, or any other part of the AWS site that allows third parties to make available software, products, or data.

"Disputed Amounts" means amounts disputed by Customer in a Notice and in good faith as billing errors.

"Documentation" means the user guides and admin guides (in each case exclusive of content referenced via hyperlink) for the Services located at <http://aws.amazon.com/documentation> (and any successor or related locations designated by AWS), as such user guides and admin guides may be updated by AWS from time to time.

"End User" means any individual or entity that directly or indirectly through another user: (a) accesses or uses Customer Content; or (b) otherwise accesses or uses the Service Offerings under an AWS Enterprise Account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any Content under their own account, rather than an AWS Enterprise Account.

"Indirect Taxes" means applicable taxes and duties, including, without limitation, VAT, GST, excise taxes, sales and transactions taxes, and gross tax receipts.

"Losses" means any claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees).

"NDA" means the Mutual Nondisclosure Agreement (NOA) between Customer and Amazon.com, Inc., dated [], 20_.

"Notice" means any notice provided in accordance with Section 12.10.

"Policies" means the Acceptable Use Policy, Privacy Policy, the Terms of Use, the Service Terms, the Trademark Use Guidelines, all restrictions described in the AWS Content and on the AWS Site, and any other policy or terms referenced in or incorporated into this Agreement, but does not include whitepapers or other marketing materials referenced on the AWS Site.

"Privacy Policy" means the privacy policy currently referenced at <http://aws.amazon.com/privacy> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"Service" means each of the services made available by AWS or its Affiliates for which Customer registers via the AWS Site, including those web services described in the Service Terms. Services do not include Third-Party Content.

"Service Attributes" means Service usage data related to an AWS Enterprise Account, such as resource identifiers, metadata tags, security and access roles, rules, usage policies, permissions, usage statistics and analytics.

"Service Level Agreement" means all service level agreements that AWS offers with respect to the Services and post on the AWS Site, as they may be updated by AWS from time to time. The

service level agreements that AWS currently offers with respect to the Services are located at <https://aws.amazon.com/legal/service-level-agreements> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"Service Offerings" means the Services, the AWS Content, the AWS Marks, and any other product or service provided by AWS under this Agreement. Service Offerings do not include Third-Party Content.

"Service Terms" means the rights and restrictions for particular Services located at <http://aws.amazon.com/serviceterms> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"Suggestions" means all suggested improvements to the Service Offerings that Customer provides to AWS.

"Term" means the term of this Agreement described in Section 7.1.

"Termination Date" means the effective date of termination provided in accordance with Section 7, in a Notice from one party to the other.

"Terms of Use" means the terms of use located at <http://aws.amazon.com/terms/> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"Third-Party Content" means Content of a third party made available on the AWS Marketplace or on developer forums, sample code repositories, public data repositories, community-focused areas of the AWS Site, or any other part of the AWS site that allows third parties to make available software, products, or data.

"Trademark Use Guidelines" means the guidelines and trademark license located at <http://aws.amazon.com/trademark-guidelines/> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

EXHIBIT C

AWS Security Standards

Capitalized terms not otherwise defined in this document have the meanings assigned to them in the applicable AWS Service Agreement.

1. **Information Security Program.** AWS will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) satisfy the Security Objectives, (b) identify reasonably foreseeable and internal risks to security and unauthorized access to the AWS Network, and (c) minimize security risks, including through risk assessment and regular testing. AWS will designate one or more employees to coordinate and be accountable for the information security program. The information security program will include the following measures:

- 1.1 **Network Security.** The AWS Network will be electronically accessible to employees, contractors and any other person as necessary to provide the Services. AWS will maintain access controls and policies to manage what access is allowed to the AWS Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. AWS will maintain corrective action and incident response plans to respond to potential security threats.

- 1.2 **Physical Security**

- 1.2.1 **Physical Access Controls.** Physical components of the AWS Network are housed in nondescript facilities (the "**Facilities**"). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors are required to sign-in with designated personnel, must show appropriate identification, are assigned a visitor ID badge that must be worn while the visitor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.

- 1.2.2 **Limited Employee and Contractor Access.** AWS provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for the access privileges assigned to him/her, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of AWS or its affiliates.

- 1.2.3 **Physical Security Protections.** All access points (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. AWS also maintains electronic intrusion detection systems designed to detect unauthorized access to the Facilities, including monitoring points of vulnerability (e.g., primary entry doors, emergency egress

doors, roof hatches, dock bay doors, etc.) with door contacts, glass breakage devices, interior motion-detection, or other devices designed to detect individuals attempting to gain access to the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.

2. **Continued Evaluation.** AWS will conduct periodic reviews of the security of its AWS Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. AWS will continually evaluate the security of its AWS Network and associated Services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.
3. **Security Breach Notification.** If AWS has actual knowledge of the unauthorized access to or acquisition of any record containing Customer Content that is subject to applicable data breach notification law and such access or acquisition is caused by a confirmed breach of the security measures described in these AWS Security Standards that renders misuse of the information reasonably likely, AWS will (a) promptly notify Customer, as required by applicable law, and (b) take commercially reasonable measures to address the breach in a timely manner."

EXHIBIT A**STATEMENT OF WORK****1. CONTRACT DESCRIPTION**

Rackspace US, Inc. (hereinafter referred to as "Rackspace" or the "Contractor") agrees to provide the CalSAWS Consortium ("Consortium" or "Customer") the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and reselling Cloud Services for the FedRAMP Moderate level to the Consortium. This Statement of Work (SOW) covers terms and conditions for the entire portfolio of products as identified in the contract for IaaS and/or PaaS.

2. Agreement Term.

2.1 The term of this Agreement will be five (5) years commencing on September 1, 2023 and running through August 31, 2028.

2.2 The Consortium reserves the option to extend the term of this Agreement at its sole discretion for up to five (5) optional one- (1) year extensions.

3. Contractor Responsibilities.

3.1. Contractor will provide root credentials, as the single sign-in identity, for parent account for full organizational control to Customer's Chief Information and Security Officer or designee.

3.2. Contractor agrees to the continuance of the existing Sandbox Master Payer account at public pricing less discount.

3.3. Contractor agrees to continue to provide isolated instance of CloudCheckr tool as it is configured today, without cost or interruption.

3.4. Contractor agrees to allow access to all AWS native tools so Customer can administer and create dashboard reports, and use budget actions, with the level of control needed to implement any administrative or financial mechanisms desired by Customer such as Savings Plans and Reserved Instances.

3.5. Contractor agrees to follow the CalSAWS Change Process for Vendor requests or Vendor changes. This includes vendor changes to their credentials for incidental functions or data feeds to support invoicing to CalSAWS for AWS Services.

3.6. Contractor agrees to support billing tags and billing Customer for services as required by Customer. This could include service across several accounts or usage by service by account.

3.7. Contractor agrees to provide Customer Access to all AWS Native Application Programming Interfaces (APIs)

3.8. Contractor agrees to make Reserved Instances and Savings Plans available to Consortium so that Consortium can purchase reserve instances and receive the billing discount from AWS through Contractor and create budgets as needed.

3.9 Contractor agrees to make Savings Plans available to Consortium so that Consortium can use Cost and Usage Reports (AWS CUR) to track Savings Plans utilization, charges, and allocations.

4. Consortium Responsibilities.

4.1 Consortium agrees to provide Contractor the proper Identify Access Management (IAM) credentials to receive Consortium usage data stream from which they can build, send, and support Consortium billing.

4.2 Consortium reserves the right to purchase Reserve Instances and receive the billing discount from AWS through Contractor.

4.3 Consortium will provide Contractor with additional credentials or access for incidental functions or data feeds as needed.

4.4 Consortium reserves the right to commit to Savings Plans to receive discounted prices.

5. Data Ownership.

5.1 All information and data stored by Consortium will remain the property of Consortium. As such, Contractor agrees to not scan, capture, or view such information or data unless expressly authorized by Consortium.

5.2 Prior to the release of any information or data belonging to Consortium to any law enforcement agency, Contractor must notify and gain the express approval of Consortium if such notification is permitted by such law enforcement agency.

5.3 Contractor may respond to subpoenas or other judicial mandates that forbid notice to Consortium, without breach of contract.

5.4 Upon the conclusion of service as notified by Consortium, Contractor must provide to Consortium a copy of all Consortium data requested within five (5) business days. Consortium and Contractor may mutually agree on a longer period, as required by the amount of data or the format requested. Upon acceptance of this data by Consortium, Contractor shall purge the data if applicable and provide Contractor confirmation that such steps have occurred within ten (10) business days. Failure to comply with any of these terms may be grounds for termination for default.

6. Security and Data Privacy.

Contractor will protect against unauthorized access to, or use of, Consortium information or data. Contractor will not disclose, copy, download, or move Consortium information or data.

7. **Problem Escalation**

The parties acknowledge/agree that certain technical and project-related problems or issues may arise and that each party shall bring such matters to the immediate attention of the other party when identified. Known problems or issues shall be reported in regular weekly status reports or meetings. However, there may be instances where the severity of the problem justifies escalated reporting. To this extent, Consortium will determine the next level of severity, and notify the appropriate Consortium personnel.

Consortium personnel to be notified include, but are not limited to the following:

First Level	Consortium.Tech.Security@calsaws.org
Second Level	Security.Officer@calsaws.org
Third Level	Laura Chavez
Fourth Level	John Boule

Contractor personnel to be notified include, but are not limited to the following:

First Level	Jay Hidalgo – Jay.Hidalgo@rackspace.com
Second Level	Kevin Hamilton – Kevin.Hamilton@rackspace.com
Third Level	Beth Scheidt – Beth.Scheidt@rackspace.com
Fourth Level	Rick Rosenberg – Rick.Rosenburg@rackspace.com

EXHIBIT A-1

SERVICE LEVEL AGREEMENTS (SLAs)

Consortium has entered into SLAs with AWS as defined in Exhibit B, AWS Service Agreement, which are incorporated into this Agreement setting forth the performance expectations to be met with respect to Services provided under this Agreement.

Service Credits.

- 1) Consortium or Customer (the two terms are used synonymously throughout the documents making up this Contract) reserves the right to obtain credits from AWS through Contractor in the event AWS fails to meet an applicable SLA.
- 2) Service Credits obtained from AWS through Contractor will be applied against Consortium's next invoice and will apply against the Consortium's annual Spend Commitment. A Service Credit will be applicable and issued only if the credit amount is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other Contractor's service or account. The Consortium's remedy for any non-excluded down time is the receipt of a service credit (if eligible) in accordance with the terms of this Exhibit A-1. Upon expiration or non-renewal of this Agreement, all service credits will be credited to any final payment owing to Contractor.
- 3) Service Credits provided in the parties' SLAs shall not be deemed exclusive and none of those rights and remedies shall in any way impact the Consortium's ability to terminate this Agreement in the case of Contractor's failure to meet Service Commitments as provided for elsewhere in this Agreement.



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, December 3rd, 2018

Rackspace Hosting
ATTN: Kelly Hopping
1 Fanatical Way
San Antonio, TX. 78218

Dear Kelly:

Region XIV Education Service Center is happy to announce that Rackspace Hosting has been awarded an annual contract for Data Storage, Cloud, Converged and Data Protection based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on November 30th, 2021. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and Rackspace Hosting.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A blue ink signature of Shane Fields, written in a cursive style.

Shane Fields
Region XIV, Executive Director



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, August 1st, 2022

**Rackspace Hosting
ATTN: Kelly Hopping
1 Fanatical Way
San Antonio, TX. 78218**

Re: Annual Renewal of NCPA contract #01-85

Dear Kelly:

Region XIV Education Service Center is happy to announce that Rackspace has been awarded an annual contract renewal for Data Storage, Cloud, Converged and Data Protection based on the proposal submitted to Region XIV ESC.

The contract will expire on November 30th, 2023, completing the fifth year of a possible five-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shane".

**Shane Fields
Region XIV, Executive Director**

Prepared for: Region 14 ESC
RFP #30-18

Due Date & Time: Tuesday, November 13, 2018; 2:00 PM CST

**Rackspace Proposal for Data Storage
Cloud and Converged and Data Protection**



November 13, 2018

DISCLAIMERS

This proposal is non-binding and is being submitted for evaluation purposes only. The information and pricing data contained in this proposal is subject to adjustment or modification by Rackspace after its review, consideration, and negotiation of the terms and conditions of a definitive final contract.

This proposal may include proprietary, confidential, and/or trade secret information. Unless otherwise previously agreed to in writing by Rackspace, the data and information contained herein may not be used by you for any purpose other than evaluating a business relationship with Rackspace, or completing a transaction or agreement if one is entered into, and the data and information contained in this proposal may not be reproduced, published or distributed to, or for, any third parties without the express prior written consent of Rackspace. Rackspace makes no representation or warranty whatsoever regarding the accuracy or completeness of any information contained in this proposal or otherwise provided in response to the RFP.

By responding to the RFP, Rackspace is not agreeing to any terms and conditions, including, without limitation, any purchase or service terms, or confidentiality provisions, contained in the RFP itself. If, as part of the RFP process, we are selected to provide the services requested in the RFP, Rackspace will be happy to enter into negotiation of an appropriate and mutually acceptable services agreement at that time. To the extent Rackspace provides responses to certain terms, such responses are draft terms only.

Notice of Confidentiality

The contents of this Document are confidential and proprietary information of Rackspace. Your acceptance of this Document and review of its contents constitutes your acknowledgement 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.

CONTENTS

Tab 1 – Master Agreement General Terms and Conditions	5
Signature Form.....	10
Tab 2 – NCPA Administration Agreement.....	11
<i>Recitals</i>	<i>11</i>
Tab 3 – Vendor Questionnaire.....	14
Tab 4 – Vendor Profile	17
<i>100% Renewable Energy by 2026</i>	<i>19</i>
<i>Measuring our Greenhouse Emissions</i>	<i>19</i>
<i>Minimize Waste</i>	<i>19</i>
Tab 5 – Products and Services	23
Tab 6 – References	27
Tab 7 – Pricing	28
Tab 8 – Value Added Products and Services	41
The Rackspace Difference.....	46
Rackspace is a Leader in Managed Cloud Services	48
Fully Managed, Single-tenant Hosting for the Highest Levels of Performance and Uptime	50
Fanatical Support for AWS	51
Fanatical Support for Microsoft Azure	52
Rackspace Managed Services for Google Cloud Platform	55
Rackspace® Private Cloud Powered by Microsoft® Cloud Platform.....	57
Rackspace® Private Cloud Powered by VMware®	58
Rackspace® Private Cloud Powered by Red Hat.....	59
Rackspace® Private Cloud Powered by OpenStack.....	61
Ecommerce Applications.....	63
Web Content Management Applications	64
Custom Applications.....	64
Expertise Delivered Through Managed Cloud and Application Services	65
Managed Relational.....	67
Managed NoSQL – Powered by ObjectRocket	68
BigData.....	68
Extended Service Levels	69
Rackspace Enterprise Applications Services.....	70
Enterprise Application Consulting Services.....	70
Managed Pivotal Cloud Foundry.....	71
Managed Security Services & Compliance	71

Business Email Hosting and Productivity Services Backed by Fanatical Support	72
Rackspace Productivity and Collaboration Solutions	73
Rackspace Professional Services	73
The Rackspace Support Model	77
<i>Fanatical Support®</i>	77
Intensive Support Level Overview	78
Fanatical Support Promise	79
Account Team Overview	80
Implementation Overview	81
Account Review	81
Proactive Optimization of Solution	82
Quality Assurance	82
Change Management	83
Issue Response	83
Emergency Procedures	83
Response Times	83
Escalation	84
Customer Responsibilities	84
Maintenance Policy & Scheduling	84
<i>Maintenance Policy</i>	84
<i>Maintenance Schedule</i>	85
Availability	85
Scalability	86
Reporting	86
<i>Online Incident Management System</i>	86
<i>DNS Administration</i>	87
<i>Bandwidth Reporting</i>	87
<i>Backup Reporting</i>	87
Service Level Agreement	87
<i>100% Network Uptime</i>	87
<i>Facilities</i>	87
<i>Hardware</i>	87
Tab 9 – Required Documents	88
Clean Air and Water Act & Debarment Notice	89
Contractor Requirements	90
<i>Contractor Certification Contractor's Employment Eligibility</i>	90
Antitrust Certification Statements (Tex. Government Code § 2155.005)	91
FEMA Standard Terms and Conditions Addendum for Contracts and Grants	92
Required Clauses for Federal Assistance provided by FTA	93
State Notice Addendum	97

Tab 1 – Master Agreement

General Terms and Conditions

Ø Customer Support

- The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request. Rackspace will respond to a ticket request within 1 day of submitting the ticket.

Ø Disclosures

- Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Ø Renewal of Contract

- Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Ø Funding Out Clause

- Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
- Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Ø Shipments (if applicable)

- The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Ø Tax Exempt Status

- Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Ø Payments

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

Ø Adding authorized distributors/dealers

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

Ø Pricing

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

Ø Warranty

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

Ø Indemnity

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

Ø Franchise Tax

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

Ø Supplemental Agreements

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

Ø Certificates of Insurance

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

Ø Legal Obligations

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

Ø Protest

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

Ø Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Ø Prevailing Wage

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

Ø Miscellaneous

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

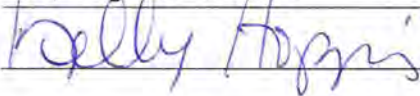
Ø Open Records Policy

- Because Region 14 ESC is a governmental entity response submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature Form

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

Prices are guaranteed: **120 days**

Company name	Rackspace Hosting
Address	1 Fanatical Way
City/State/Zip	San Antonio, Texas 78218
Telephone No.	210-312-4000
Fax No.	210-312-4100
Email address	kelly.hopping@rackspace.com
Printed name	Kelly Hopping
Position with company	VP, Integrated Solutions
Authorized signature	

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance (“NCPA”) and _____ (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Data Storage, Cloud, Converged and Data Protection;

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

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

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

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

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

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

Ø General Terms and Conditions

The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.

With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

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

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

Ø Term of Agreement

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

Ø Fees and Reporting

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. [Payment is due on net 60 terms](#). Vendor's annual sales shall be measured on a calendar year basis.

Deadline for term of payment will be included in the invoice NCPA provides.

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

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

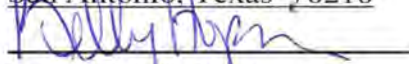
Ø General Provisions

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

National Cooperative Purchasing Alliance:

Name: _____
 Title: _____
 Address: _____
 Signature: 
 Date: _____

Vendor:

Name: Kelly Hopping
 Title: 1 Fanatical Way
 Address: San Antonio, Texas 78218
 Signature: 
 Date: November 9, 2018

Tab 3 – Vendor Questionnaire

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

Ø States Covered

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

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

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

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

☐ American Samoa

☐ Northern Mariana Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

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

▪ **Minority / Women Business Enterprise**

☐ Respondent Certifies that this firm is a M/WBE

☐

▪ **Historically Underutilized Business**

☐ Respondent Certifies that this firm is a HUB

☐

☐ **Residency**

Responding Company's principal place of business is in the city of San Antonio, State of Texas

☐ **Felony Conviction Notice**

Please Check Applicable Box;

- ☐ A publically held corporation; therefore, this reporting requirement is not applicable.
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

☐ **Distribution Channel**

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

- ☐ Manufacturer Direct ☐ Certified education/government reseller
- ☐ Authorized Distributor ☐ Manufacturer marketing through reseller
- ☐ Value-added reseller ☐ Other: Managed Hosting Company

☐ **Processing Information**

Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Amie Puppas

Title: Manager, Accounts Payable

Company: Rackspace Hosting

Address: 1 Fanatical Way

City: San Antonio

State: Texas

Zip: 78218

Phone: 210-312-5874

Email: Amie.Puppas@rackspace.com

▪ Purchase Orders

Contact Person: John Glasgow
Title: Acquisition Sales Executive_____
Company: Rackspace Hosting_____
Address: 1 Fanatical Way
City: San Antonio State: Texas Zip: 78218

Phone: 210-501-1401 Email: john.glasgow@rackspace.com

▪ Sales and Marketing

Contact Person: John Glasgow
Title: Senior Acquisition Sales Executive_____
Company: Rackspace Hosting_____
Address: 1 Fanatical Way
City: San Antonio State: Texas Zip: 78218

Phone: 210-501-1401 Email: john.glasgow@rackspace.com

Ø Pricing Information

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

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

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

☒ Yes ☐ No

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

☒ Yes ☐ No

Ø Cooperatives

List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Not applicable			

Tab 4 – Vendor Profile

Please provide the following information about your company:

Ø Company's official registered name. Rackspace Hosting, Inc

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

What began in 1998 as the idea of three Trinity University classmates has now become a global company with business customers in over 120 countries. While our headquarters remain in San Antonio, we employ more than 6,000 Rackers on four continents, most of them expert engineers who spend their days innovating and supporting the foundation of our business-you. We now host a majority of the global enterprises in the Fortune 100 and more than 60% of the companies that advertise during the Super Bowl. Many of the apps and websites you use every day run on our managed cloud. We deliver winning outcomes for you and your business. After a decade as a public company listed on the New York Stock Exchange, Rackspace became a private company in November 2016, under the ownership of investors led by funds affiliated with Apollo Global Management.

Ø Company's Dun & Bradstreet (D&B) number. 082733192

Ø Company's organizational chart of those individuals that would be involved in the contract.
Please see attached.

Ø Corporate office location.

List the number of sales and services offices for states being bid in solicitation.

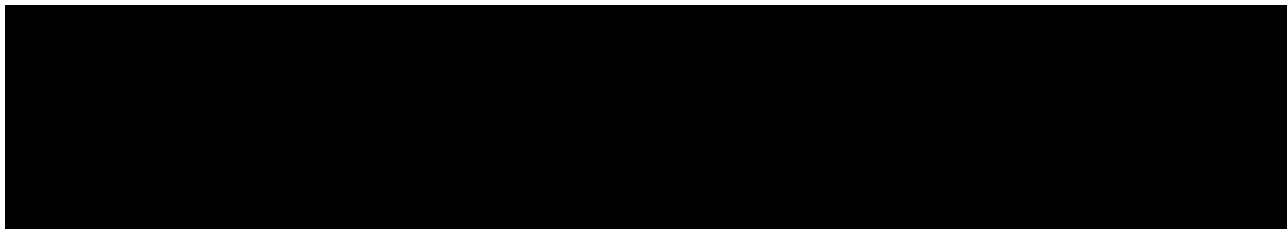
Rackspace is a global corporation. Our headquarters is in San Antonio, Texas. We have offices in Amsterdam, Netherlands, Duluth, GA, Austin, TX, Blacksburg, VA, Mason, OH, Quarry Bay, Hong Kong, Hayes, Middlesex, UK, New York, NY, San Francisco, CA, Sydney, Australia, St. Louis, MO, Zurich, Switzerland, Somerset, NJ, Jersey City, NJ, Reston, VA, San Jose, CA, Kansas City, MO, Dallas, TX, Hong Kong, London, England, Cardiff, England, Shanghai, China, and Singapore.

List the names of key contacts at each with title, address, phone and e-mail address.

Please use our 800# to obtain support services: 1- 800 -961-4454

Ø Define your standard terms of payment. Rackspace provides flexible billing options and would work with you and your agencies as needed.

Ø Who is your competition in the marketplace? Our competition includes IBM, Accenture, Cloudreach, and Avanade. These competitors also provide a broad range of solutions and services. Only Rackspace offers our Fanatical Support.



Ø What differentiates your company from competitors?

Rackspace is the only hosting company that offers you Fanatical Support® – our unconditional commitment to doing whatever it takes to make our customers successful and happy. We back up this support with a pledge that if something goes wrong, we will rise to the occasion, act, resolve the issue, and accept responsibility. Our support is available 24x7x365. We take proactive steps to minimize issues, and help resolve them quickly should the need arise. Whether hardware needs replacing or software needs updating, we make sure you have the tools your business requires to function at its best. Certifications held by Rackspace technicians include:

- Microsoft Certified Systems Engineer
- Microsoft Certified Professional
- Microsoft Certified Trainer
- Red Hat Certified Engineer
- Certified Information Systems Security Professional
- Certified Ethical Hacker
- Cisco Certified Internetwork Expert
- Brocade Certified Fabric Professional
- Dell Certified Systems Expert
- VMware Certified Engineers

Ø Describe how your company will market this contract if awarded.

Advertising this contract vehicle will be crucial to our success in the SLED market. Our dedicated SLED Go To Market team together with our SLED sales team will utilize this contract to secure additional net new business. Additionally, Rackspace is actively looking to highlight the successful relationships we have with our partners via the Customer Success Stories section of our website (<https://www.rackspace.com/customer-stories>). We are more than excited to announce a partnership with NCPA to help leverage future success. Our marketing team will work closely with us to ensure you are being positioned in a way you deem appropriate and can add any necessary legalize to that affect.

Ø Describe how you intend to introduce NCPA to your company.

Rackspace has built foundational success on the idea of 24x7x365 Fanatical Support. It is our primary differentiator in the world of managed IT services. This means that any calls coming from NCPA will be routed through a highly evolved ticketing system designed to ensure the caller is directed to the proper team of people assigned to your specific account. In addition to world class customer service, we have also created an internal SLED marketing team that will be raising the level of awareness internally to help solidify our place as an IT provider in this space.

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

Rackspace does not currently offer an on-line catalog/ordering website.

Ø Describe your company's Customer Service Department (hours of operation, number of service centers, etc.). Customer service is available 24x7x365 globally.

Ø Green Initiatives

As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Our focus on environmental sustainability and community investment enables Rackspace to pursue economic growth in a way that maintains a strong sense of corporate responsibility. We help protect our ability to do business tomorrow in light of doing well today. Our work is guided by world-class frameworks such as the Global Reporting Index (GRI) and the Greenhouse Gas (GHG) protocol, and we're working toward an increased level of disclosure of our environmental, social and governance factors.

100% Renewable Energy by 2026

We seek to power our global operations with 100% renewable energy by 2026, by making 5% incremental increases each year. We're on schedule, having reached 55% renewables in 2017. Some of our biggest energy-saving initiatives include [open air free cooling](#) and the ability to manage light, heat and cooling zones based on operational demand.

We're a member of [RE100](#) and have been recognized in the US Environmental Protection Agency's [Top 30 tech and telecom](#) partnership companies and the [National Top 100](#).

Measuring our Greenhouse Emissions

We have prepared a greenhouse gas (GHG) emissions inventory (scope 1, 2, partial 3) every year since 2008 for all of our operations worldwide. Having a better understanding of our footprint allows us to identify high-impact efficiency projects that help us to conserve resources and benchmark. For example, we use specialized air filters in our London office, reducing CO2e by 2,000kgs per year.

We also participate in the Climate Change Agreement (CCA), which is a UK voluntary scheme for energy intensive industries, and we have responded to the [CDP Climate Change](#) survey since 2011.

Minimize Waste

Conserving our planet's natural capital comes in many forms, from responsibly disposing of data center assets to providing sustainable materials within our workspaces. We've found creative ways to minimizing waste on our campuses, such as composting coffee grounds and shipping pallets, refurbishing retired IT equipment for aftermarket use and collecting HVAC condensate to maintain landscaping and operate cooling towers.

Workplaces

Over 40% of our Rackers (employees) work in LEED gold and BREEAM certified buildings. All future building will meet LEED and BREEAM standards.

San Antonio/Castle

Our San Antonio Headquarters Campus, a 1.2 million square foot ‘recycled’ shopping mall, was originally built in 1976 and subsequently abandoned in the 1990s. Rackspace redesigned and built to the U.S. Green Building Council’s Leadership in Energy and Environmental Design (LEED) Gold for Commercial Interiors.

Power

The San Antonio facility leverages daylight harvesting, occupancy sensors and raised floor throughout the building delivers efficient cooling.

Water & Waste

- Water efficient fixtures
- Recycled 3,500 tons of original mall materials eliminating landfill
- Common areas: Soda fountains eliminate cans, Low Waste Plates/Cups, Hydration (filtered water) and Recycling stations. Green Cleaners used at “Fueling Stations” throughout the building
- We perform annual air quality and energy efficiency audits
- Bathrooms equipped with Dual Flush Toilets, Sink Sensors, Dyson ‘AirBlade’ Hand Dryers in restrooms eliminate towels
- Rainwater cistern supplements irrigation and toilet flushing; reduces facility water use by 30% (will save 10 million gallons of water per year). A second cistern to collect condensate is planned.

Commute & Business Travel

- 44% of our more than 80 rooms are equipped with state of the art global video conference system to enable Rackers to be in more places at once to lessen business travel costs and carbon emissions
- We have united our San Antonio Rackers at the Castle reducing facility and employee commute costs
- Maintain a shuttle service for San Antonio & Austin employees to reduce commute-related emissions
- Preferred Parking spaces encourage Carpooling & Fuel Efficient vehicles; Showers & Bike racks near our campus gym also promote outside exercise and commuting (walk, bike, and blade)

Workplaces – Austin

In June 2012, our Austin office became a founding member of the Austin Green Business Leaders as a Platinum member. This bunch continuously looks for new ways to showcase sustainability.

Commute and Business Travel

- Shuttle-Rackspace provides a daily (Mon- Fri) shuttle between our Austin office and our San Antonio headquarters for Rackers (employees) who need to attend meetings or trainings at our corporate headquarters. The shuttle has WiFi for a productive commute.
- Bike rental program
- Global video conference

Workplaces – London

London-Hayes

- Powered by 100% Renewable Energy in our Hayes office and Slough data center.
- Goal to reduce energy consumption by 2% in 2013

- Ongoing goal to reduce paper waste by 5%
- Currently recycle approximately 45% of solid waste and have a goal to reach 50%

Certifications

We take our environmental and workplace responsibilities seriously-legally and morally. Our joint policy attests to this commitment in having a safe and healthy environment. In support of this, our UK data center and offices are certified in both international environmental management standards: ISO 14001, which provides a framework for managing our environmental responsibilities including energy and waste management, and BS OHS 18001 for our commitment to workplace wellbeing. Both certifications are subject to on-going external assessment by our certification body, BSI (British Standards Institution), with a full re-assessment every three years.

Additional information about our Responsibility efforts can be found at:

<http://responsibility.rackspace.com/>

Ø Vendor Certifications (if applicable)

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Certifications and Standards

Rackspace maintains various certifications to assist you in verifying the security policies and processes we have in place for the environment of your hosted infrastructure. We've been assessed and hold validation for the following compliance frameworks:

- ISO 27002
- ISO 27001
- ITIL
- Payment Card Industry Data Security Standard (PCI DSS)
- SSAE 18 and ISAE 3402 (Previously SAS 70 Type II)
- Safe Harbor (export.gov)
- Content Protection and Security Standard (CPS)

It is important to note that many of our best practices are applicable across our entire portfolio (e.g., data center security) of services, whether dedicated hosting or cloud.

Tab 5 – Products and Services

◆ Sample Configurations – Small, Medium and Large

At Rackspace our approach is to work closely with our customers to learn about their business and technology needs and use this information to bring the appropriate products and services to bear. We offer a diverse technology portfolio along with a wide array of expertise. In each customer engagement we design a custom solution based upon application workload requirements. With this in mind, we are providing pricing on three representative sample solutions. Proposals for small, medium, and large configuration options have been provided, all of which would be deployed in a U.S. Rackspace data center location.

At a minimum, each solution provides redundant high availability networking, high availability firewalls, clustered and redundant VMware hosts, Windows and Linux VMware virtual machines, SAN storage, and comprehensive security and database services. Each solution offers 100% network uptime and 1-hour hardware replacement service level agreements. Line item prices are available in the proposals on the specific products and services included. We will be able to extend a 10% discount off of our pricing to NCPA.

Please note, the “Data Center Breakout Solution Discount” line item included in the sample proposals is only part of the bundled solution price. This particular discount would not be available when the products and services are purchased separately.

◆ Data Storage

All-Flash, Hybrid, and NAS Storage - Rackspace offers fully managed all-flash, hybrid storage arrays from multiple vendors with several different models and configuration options to choose from. These arrays would be deployed and managed by our certified storage engineers in one or more of our 30+ Rackspace global data center locations. Our approach is to work closely with our customers to understand their business and technology needs and use this information to design the appropriate storage solution. Prices will vary widely depending on a customer’s specific capacity and performance needs. We would typically fulfill a request to deploy a hybrid or flash storage array with best of breed platforms from Dell EMC, NetApp, and Pure Storage.

Object and Software Defined Storage - Rackspace offers fully managed Object and Software Defined Storage solutions leveraging many different technologies, running on either public or private cloud platforms. Our approach is to work closely with our customers to understand their business and technology needs and use this information to design the appropriate storage solution. We would typically design an Object or Software Defined Storage request running on a private cloud platform using OpenStack. Rackspace can deploy OpenStack private solutions in a Rackspace data center, a 3rd party partner data center, or in customer’s on-premise data center. For public cloud Object and Software Defined Storage solutions we will typically leverage 3rd party cloud providers such as Amazon Web Services, Microsoft Azure, and Google Cloud Platform.

◆ Servers

Rack Servers - At Rackspace we have a multitude of managed rack server options available to our customers, each with multiple configuration options. These servers would be deployed and managed by our certified engineers in one or more of our 30+ Rackspace global data center locations. Our approach is to work closely with our customers to understand their business and technology needs and use this information to design the appropriate compute solution. We would typically fulfill a request to deploy a rack server with best of breed platforms from Dell EMC and HP.

Systems Management Software - Rackspace provides managed network, compute, storage, and security solutions that closely align with the business and technical requirements of our customers. In order to manage these systems and platforms we employ various types of management software. In some cases, this management software is only available to Rackspace support teams. However, we do provide customers with software management capabilities for certain products and services (e.g. firewall management, virtualization management, etc.) We do not typically charge any additional fees for this management software, this would normally be included in the price of the product or service being provided.

Data Center Infrastructure - Rackspace operates 30+ data centers globally and has partnerships in place with several other data center providers, as well as 3rd party cloud providers.

Modular Infrastructure, Tower Servers, and Ready Nodes - Modular infrastructure, tower servers and Ready Nodes are not currently product offerings at Rackspace. However, we can typically fulfill customer requirements for these products and services through our global partner alliances.

◆ Cloud Marketplace

Hybrid Cloud Platforms - Rackspace has the ability to provide customers with several different hybrid cloud platforms. Our approach is to work closely with our customers to understand their business and technology needs and use this information to design the appropriate hybrid cloud platform solution. We would typically fulfill a request to deploy a hybrid cloud platform with best of breed solutions from Microsoft (Microsoft Private Cloud and Microsoft Azure), and VMware/Amazon Web Services (VMware Private Cloud and VMware Cloud on AWS).

Cloud-Enabled Infrastructure - Rackspace offers managed Cloud-Enabled Infrastructure solutions from multiple vendors with several different models and configuration options to choose from. Our approach is to work closely with our customers to understand their business and technology needs and use this information to design the appropriate Cloud-Enabled Infrastructure. We would typically fulfill a request to deploy Cloud-Enabled Infrastructure with best of breed solutions from 3rd party cloud providers such as Amazon Web Services, Microsoft Azure, and Google Cloud Platform.

Cloud Consumption - Rackspace offers managed cloud consumption through close partnerships with multiple public cloud providers: Amazon Web Services, Microsoft Azure, and Google Cloud Platform. Our approach is to work closely with our customers to understand their business and technology needs and use this information to design the appropriate cloud consumption solution. Through our Rackspace managed public cloud service offerings we provide customers with the tooling, management and expertise to help them get the most value out of cloud while keeping cloud infrastructure costs in line.

Cloud Consulting and Technology Services - Rackspace Professional Services offers cloud consulting and technology services to provide guidance to customers wherever they might be in their cloud journey. We have expertise on all the major public cloud platforms: Amazon Web Services, Microsoft Azure, and Google Cloud

Platform. We can advise customers on cloud maturity and cloud adoption, help develop a DevOps strategy, or even migrate a portfolio of applications to the cloud.

◆ Converged Infrastructure

Converged Systems and Hyper-converged Infrastructure - Converged Systems and Hyper-converged Infrastructure are not currently a product offering of Rackspace. However, we can typically fulfill customer requirements for these products and services through our global partner alliances.

◆ Data Protection

Data Backup and Protection Storage and Software - Rackspace offers managed data backup and protection storage solutions and software from multiple vendors with several different options available. Our approach is to work closely with our customers to understand their business and technology needs and use this information to design the appropriate Data Backup and Protection storage and software solution. We would typically fulfill a request to deploy data backup and protection storage solutions with best of breed platforms from Dell EMC and NetApp platforms. For data backup and protection software we have solutions leveraging Microsoft, VMware, and Commvault.

Integrated Appliances - Integrated Appliances are not currently a product offering of Rackspace. However, we can typically fulfill customer requirements for these products and services through our global partner alliances.

◆ Networking

Ethernet Switches - Rackspace offers managed Ethernet Switching solutions with several different options available. Our approach is to work closely with our customers to understand their business and technology needs and use this information to design the appropriate network switching solution. We would typically fulfill a request to deploy ethernet switching solutions with best of breed platforms from Cisco and Arista.

System Software - Rackspace offers system software solutions to customers such as operating systems, virtualization platforms, and database technologies. Our approach is to work closely with our customers to understand their business and technology needs and use this information to recommend the appropriate system software solution. We would typically fulfill a request to deploy system software with best of breed solutions from Microsoft, Red Hat, Oracle, VMware.

Access Platforms – Rackspace provides managed networking solutions to customers in our 30+ global data centers. Network access platforms are typically used exclusively by our Network Security teams to manage network devices. There are cases where a customer may also require access to a network device and we will provide the means to access the device. There may or may not be additional charges incurred by the customer with this type of solution. It depends on the situation and customer use case.

Wireless Networking - Wireless networking is not currently a product offering of Rackspace. We do not allow wireless networking within our Rackspace data centers due to potential security concerns. We would work closely with our customers to understand the requirements around network access.

Tab 8 – Value Added Products and Services

Page 41/18

- Ø Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.



Rackspace Statement of Qualifications

prepared for

COMPANY

November 9, 2018

Prepared by:

SELLER NAME

TITLE

CONTACT

Notice of Confidentiality

The contents of this Document are confidential and proprietary information of Rackspace. Your acceptance of this Document and review of its contents constitutes your acknowledgement 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 hosting services.



TABLE OF CONTENTS

COMPANY OVERVIEW	46
The Rackspace Difference	46
Rackspace is a Leader in Managed Cloud Services	48
DEDICATED HOSTING	50
Fully Managed, Single-tenant Hosting for the Highest Levels of Performance and Uptime	50
PUBLIC CLOUD	51
Fanatical Support for AWS	51
Fanatical Support for Microsoft Azure	52
Rackspace Managed Services for Google Cloud Platform	55
PRIVATE CLOUD	57
Rackspace® Private Cloud Powered by Microsoft® Cloud Platform	57
Rackspace® Private Cloud Powered by VMware®	58
Rackspace® Private Cloud Powered by Red Hat	59
Rackspace® Private Cloud Powered by OpenStack	61
RACKSPACE DIGITAL	63
Ecommerce Applications	63
Web Content Management Applications	64
Custom Applications	64
Expertise Delivered Through Managed Cloud and Application Services	65
DATA SERVICES	67
Managed Relational	67
Managed NoSQL – Powered by ObjectRocket	68
BigData	68
Extended Service Levels	69
SOLUTIONS	70
Rackspace Enterprise Applications Services	70
Enterprise Application Consulting Services	70
Managed Pivotal Cloud Foundry	71
Managed Security Services & Compliance	71
Business Email Hosting and Productivity Services Backed by Fanatical Support	72
Rackspace Productivity and Collaboration Solutions	73
Rackspace Professional Services	73

<u>RACKSPACE SUPPORT SERVICES</u>	77
<u>The Rackspace Support Model</u>	77
<u>Fanatical Support®</u>	77
<u>Enterprise Support Level Overview</u>	78
<u>Fanatical Support Promise</u>	79
<u>Account Team Overview</u>	80
<u>Implementation Overview</u>	81
<u>Account Review</u>	81
<u>Proactive Optimization of Solution</u>	82
<u>Quality Assurance</u>	82
<u>Change Management</u>	83
<u>Issue Response</u>	83
<u>Emergency Procedures</u>	83
<u>Response Times</u>	83
<u>Escalation</u>	84
<u>Customer Responsibilities</u>	84
<u>Maintenance Policy & Scheduling</u>	84
<u>Availability</u>	85
<u>Scalability</u>	86
<u>Reporting</u>	86
<u>Service Level Agreement</u>	87

COMPANY OVERVIEW

The Rackspace Difference

The cloud was supposed to make our lives easier. But it turns out, the cloud is complicated to build, run, maintain and manage — especially across multiple platforms and locations, with technology that's always changing.

If it feels like the cloud has been managing you, it's time to turn the tables.

With Rackspace by your side, you can thrive in today's multi-cloud world. We will help you tap the power of cloud computing — across OpenStack®, AWS, Microsoft® and VMware® technologies — without the pain, complexity and cost of doing it all yourself.

Expertise

We have the expertise to support your workloads at scale across all the leading public and private clouds, whether they're powered by AWS, Microsoft, OpenStack or VMware.

- We're a leader in managed hosting on dedicated servers, and we're driving rapid innovation in the area of containers and API-accessible, instantly deployable baremetal servers.
- We serve customers in more than 150 countries — from startups to more than half of the global enterprises in the FORTUNE 100.
- We host more of the world's top 1,000 ecommerce sites than any other cloud provider.
- We employ teams of experts who specialize in managing cloud infrastructure, security, web content platforms, databases, containers, email and collaboration apps, disaster recovery and IT transformation.
- We rapidly create technical expertise at scale. In Q4 2015 alone, our AWS engineers earned over 200 technical certifications and more than 1,000 technical and business accreditations.
- We adhere to a broad range of information and security certifications and standards, including ISO 27001, ISO 27002, PCI-DSS, SSAE16 - SOC 1, SOC 2 and SOC 3.
- Rackspace co-founded OpenStack and is the leading operator of OpenStack public and private clouds. We recently surpassed the milestone of 1 billion managed server hours on OpenStack.

Trust Rackspace

Industry Leadership & Expertise

- A leader in the Gartner Magic Quadrant for Cloud-Enabled Managed Hosting, North America & Europe
- Provider for more than half of the FORTUNE 100
- 3,000+ cloud engineers
- 15+ years of hosting experience
- Customers in 150+ countries
- #1 managed cloud company
- #1 hosting provider for the Internet Retailer Top 1,000 Ecommerce Websites
- #1 in hosting Magento® Enterprise Edition
- #1 in hosted Microsoft SharePoint® deployments
- #1 in hosting OpenStack private clouds, with 350+ deployments in production and over 1 billion managed server hours
- The leader in hybrid cloud solutions, creating best-fit, specialized solutions
- Founder, alongside NASA, of OpenStack and operator of the largest OpenStack public cloud



Employee Certifications

- 165+ Cisco certifications, including 122 CCNAs and 44 CCNPs
- 200+ Microsoft certifications, including MCITPs, MCSAs, MCSEs and MCTSs
- 160+ RedHat certifications, including RHCEs, RHCSAs and RHCAs
- 145+ VMware certifications, including 83+ VCPs, VCAPs and vExperts
- 400+ AWS Solutions Architect, SysOps Administrator and Developer Associate Certifications
- 25+ AWS Solution Architect and DevOps Professional Certifications

Relationships

- Five-time Microsoft Hosting Partner of the Year
- Premier Tier Partner in the VMware vCloud® Air™ Network
- VMware® Hybrid Cloud Powered
- Red Hat® Premier Hosting Partner
- MySQL Certified Hosting Partner
- Microsoft Gold Certified
- Magento Platinum Hosting Partner
- AWS Audited Managed Service Partner Designation
- AWS DevOps Competency Partner
- AWS Marketing & Commerce Competency Partner
- Advanced Consulting Partner Status in the AWS Partner Network (APN)
- Authorized AWS Reseller

Choice

We offer a choice across the world's leading technologies and cloud platforms.

- Private Cloud: OpenStack, Microsoft, VMware
- Public Cloud: OpenStack, Microsoft Azure, AWS, Google Cloud Platform
- Dedicated Hosting: Rapid Deployment Servers, Customizable Servers, API-accessible OnMetal Servers
- Ecommerce: Magento, Oracle, Hybris
- Web Content Management: Adobe Experience Manager, Sitecore, WordPress, Drupal
- Email Hosting: Office 365, Microsoft Exchange, Rackspace Email
- Collaboration and Productivity: Office 365, Microsoft SharePoint, Skype for Business
- Website Hosting: WordPress, Cloud Sites, Cloud Servers
- Web and Mobile Apps: SaaS & Mobile App Hosting, Hybrid Cloud, DevOps
- Database Services
 - Managed Relational: Microsoft SQL Server, MySQL, Oracle, PostgreSQL



- Managed NoSQL: MongoDB, Redis, Cassandra
- Managed Big Data: Hadoop, Elasticsearch
- Managed Security & Compliance Assistance: Incapsula, Sophos, Alert Logic, Imperva, Vormetric, Duo
- Technology Stacks: OpenStack, AWS, Microsoft, VMware, Red Hat
- Platforms: Public Cloud, Private Cloud, Hybrid Cloud, Dedicated Servers

Service

We deliver Fanatical Support® for the world's leading clouds – it's the specialized expertise and 24x7x365, results-obsessed customer service that's been a part of our DNA since 1999.

- Industry-leading SLAs: Rest easy with our 100% Network Uptime Guarantee and additional 100% Production Platform Uptime Guarantee (when you purchase Critical Application Services - Service Level Guarantee Advanced).
- Architecture advisors: We help plan, design and architect your cloud for your workload.
- Launch assistance: We get your environment up and running smoothly and quickly.
- Security guidance: We help identify vulnerabilities and enable more-secure deployments.
- Code development assist: We help ensure your code is leveraging our interfaces to the fullest.

Rackspace is a Leader in Managed Cloud Services

We are proud to be recognized as a leader in the 2017 Magic Quadrant for Public Cloud Infrastructure Managed Service Providers, Worldwide. We were previously recognized as a leader in the Gartner Magic Quadrant for Cloud Enabled Managed Hosting, North America in 2014 and 2015, and now, Gartner recognizes us as a Leader in their inaugural Magic Quadrant for Public Cloud Infrastructure Managed Service Providers, Worldwide.



What We Believe Makes Us an Industry Leader:

- Hosting provider for over 69% of the Fortune 100
- #1 hosting provider for the Internet Retailer Top 1,000
- CIO Review's Most Promising DevOps Solution Provider; 30+ DevOps certifications in Chef, Windows PowerShell and Salt
- Microsoft Hosting Partner of the Year and Gold Certified; 200+ Microsoft certifications, including MCITPs, MCSAs, MCSEs, and MCTs
- Red Hat® Premier Hosting Partner; 160+ RedHat certifications, including RHCEs, RHCSAs, and RHCA
- Oracle Gold Partner, MySQL Certified Hosting Partner

Figure 1. Magic Quadrant for Public Cloud Infrastructure Managed Service Providers, Worldwide



Why Gartner's Important:

The industry takes Gartner Magic Quadrants very seriously.

- They give you an accurate, unbiased view of how Rackspace is positioned relative to the market's competitors and our performance against our stated vision.
- They are a key reference source for researching the managed cloud market and creating a short list of potential suppliers.
- These Quadrants tell you what we Rackers already know: Rackspace is positioned as a leader because of its completeness of vision and ability to execute.

DEDICATED HOSTING

Fully Managed, Single-tenant Hosting for the Highest Levels of Performance and Uptime

Our Dedicated Hosting solutions include:

Dedicated Servers

We'll help design the right fit for your high-performance workloads

VMware

Dedicated VMware environments, managed by VMware specialists

Multi-Cloud Connectivity

Combine the performance of dedicated hosting with the scalability of the cloud of your choice — AWS, Microsoft Azure, Google Cloud Platform, or the Rackspace cloud — with RackConnect®.

Databases

Our DBAs can help take the pain out of database management.

Storage

Dedicated SAN and NAS solutions for your specific storage requirements.

Networking

Let our networking specialist help you build a network infrastructure.

Four Reasons to Choose Dedicated Hosting:

- **Higher Performance:** Get the raw performance of dedicated servers, storage, and networking — and customize your solution for high performance and I/O intensive applications.
- **Multi-cloud Flexibility:** Scale your dedicated hosting environment to the cloud of your choice — AWS, Microsoft Azure, or the Rackspace cloud — with Rack Connect.
- **Greater Control:** Your dedicated servers, storage, network capacity, and other solution components aren't shared with noisy neighbors.
- **Increased Security:** Single-tenancy provides higher levels of security to help comply with PCI DSS, HIPAA, SOX and FISMA guidelines.



PUBLIC CLOUD

Fanatical Support for AWS

- Many businesses want to realize the power of AWS without having to incur the challenge and expense of managing it themselves:



- Businesses who lack the technical expertise and capacity to operate cloud infrastructure, tools, and applications
- Businesses who have the ability, but prefer to maintain focus on their core business instead
- Many enterprises are on a multi-phased journey to the cloud, requiring transition and management services that can adapt to an evolving set of needs.

Let Us Manage AWS for You

- **Migrate:** We will own the process of migrating your apps to AWS to get you up and running and back to your business.
- **Architect:** Let us design and maintain your architecture to scale smoothly and take full advantage of the AWS portfolio.
- **Secure:** Use our best practices configurations, AWS expertise, and operational tooling to help secure your environments.
- **Operate:** We provide the right mix of automation and certified AWS experts to deploy and manage your app at scale efficiently

Rackspace Knows AWS

- 290+ AWS Associate and Professional Certifications; 1,300+ AWS Business & Technical Professional Accreditations
- Authorized AWS Reseller
- Audited Managed Service Partner
- Advanced Consulting Partner in the AWS Partner Network with DevOps Competency Certification

Aviator™ Service Level - Matched To Your Needs

- Aviator extends the benefits of Navigator through additional tooling incorporating best practices and 24x7 operational support for your AWS environment. With Aviator, we are the co-pilot on your AWS journey. All of the benefits of Navigator, plus the following:

- Automated, secure EC2 instance-level access across accounts
- Human experts to operate your AWS environment
- Certified AWS architects to provide custom architecture design for your specific app needs
- EC2 operating system management, including alarm configuration and response 24x7 and enhanced response times for all emergency level user requests
- Technical Account Manager to help you along your AWS journey, including a monthly account review to identify security, cost and performance optimization opportunities



- Key Features**

TOOLS & AUTOMATION	NAVIGATOR	AVIATOR
AWS Account Management - Simplified management of per environment (e.g., dev, prod) AWS accounts - CloudTrail and AWS Config preconfigured for comprehensive tracking and auditability - AWS root account password & MFA storage in secure credential vault	*	*
Identity & Permission Management - Single identity across Rackspace, AWS services, and EC2 instances - AWS IAM and STS security best practices implemented by default - Simplified cross-AWS account access - Seamless experience including AWS Console federation	*	*
Rackspace Logbook – Unified record of cloud activity - Blended, time-series view of all Rackspace and AWS CloudTrail activity - Aggregated across all AWS accounts and regions	*	*
Access to best practice CloudFormation templates - Ex: Opinionated VPC design including AZs, subnet sizing, public and private subnet layout, resilient HA NAT, etc.	*	*
Rackspace Compass – Automated guide for cloud best practices - Ongoing comparison of your environments against AWS and Rackspace best practices - Compass opinions reflect Rackspace recommendations above and beyond AWS baselines - Also includes the full set of AWS Trusted Advisor checks	limited checks	all checks
Rackspace Watchman – Primary Alarm Monitoring System - Support tickets are automatically created when CloudWatch alarms deviate from their expected values		*
HUMAN EXPERTS	NAVIGATOR	AVIATOR
Technical Account Manager (TAM) - Personal contact for ongoing business and technical assistance	*	*
Support of the AWS Platform - Fanatical Support for AWS issues from certified AWS engineers 24x7x365	*	*
Technical Onboarding Manager (TOM) - Personal contact for assistance with onboarding	provides initial guidance	coordinates the process of getting your application up and running on AWS
Best Practices and Architecture - A combined set of AWS and Rackspace recommendations from certified AWS architects	guidance for standard use cases	hands-on design, customized to your specific application
EC2 Operating System Management - Support for Amazon Linux, CentOS 6+, Ubuntu 12.04+ (Windows coming) - Configuration, optimization, patching, upgrades - Includes core apps like Apache, NGINX, etc.		*
CloudWatch Management - Setup of CloudWatch monitors and response to CloudWatch alarms 24x7x365 by certified AWS engineers		*
Monitoring Alarm Ticket Management - Setup of Watchman monitors and response to Watchman alarm tickets 24x7x365 by certified AWS engineers		*
Monthly Account Review - Review AWS Trusted Advisor and Rackspace Compass recommendations - Review Reserved Instance and other cost optimization opportunities - Technical environment review (alerts, performance)		*
Response Times	urgent: < 4 hrs standard: < 24 hrs	emergency: < 15 min urgent: < 1 hr standard: < 4 hr
ADD-ON SERVICES	NAVIGATOR	AVIATOR
Migration - Assistance getting your app and data migrated to AWS - Depending on requirements, available from Rackspace and/or Rackspace-approved partners	available	available
Detailed Solution Design - Detailed AWS design based on application and requirements analysis	available	already included

Fanatical Support for Microsoft Azure

With the proliferation of Bring Your Own Device, high-speed connections and data intensive applications, organizations are challenged to meet the demand for more computing power. Many are deploying workloads to the cloud and looking to realize the power of Microsoft® Azure™ without having to deal with the complexity and expense of managing it themselves. Microsoft Azure is constantly evolving with the addition of new features. This rapid pace of change makes it difficult to adopt, and even harder to manage. Fanatical Support® for Microsoft Azure helps you overcome these complexities by providing strategy and planning, architectural guidance, migration assistance and 24x7x365 support for Windows and Linux environments.



Why Fanatical Support For Microsoft Azure?

- **Expertise:** We're a five-time Microsoft Hosting Partner of the Year with hundreds of Microsoft Certified Professionals available 24x7x365 for "future-proof" architecture guidance and management of your Azure infrastructure.
- **Scale:** We are one of the largest Microsoft service providers, giving you unfettered access to Microsoft Azure engineers and architects to drive rapid resolution of any issues that may arise.
- **Hybrid Ready:** We give you the flexibility to scale workload variability through easy hybrid cloud integration and management between hosted private, on-premises and Azure environments.
- **Accountability:** When you purchase Microsoft Azure through Rackspace, you get a single service experience, a single invoice and a single provider to hold accountable. We manage escalations and the relevant relationships for you.

Key Features And Benefits

- When you hand management responsibilities over to Rackspace, we help ensure you get the most out of Azure. We manage Azure so that you can focus on your business.
 - **Maximize ROI:** We provide architectural guidance to help you get the most out of Azure so that your apps perform more reliably and cost effectively.
 - **Manage risk:** Reduce the risk of downtime by handing over day-to-day management and monitoring to Rackspace. We can patch, monitor and troubleshoot Linux or Windows VMs and notify you of potential issues. And we back our service with a 15-minute response time SLA.
 - **Offload and innovate:** Focus your resources on innovation and business growth by offloading Azure support and management to Rackspace.

Aviator™ Service Level – Matched to Your Needs

- A fully-managed Azure experience, with access to certified Microsoft Azure architects and engineers, plus 24x7x365 operational support, custom architecture design, and enhanced account management benefits.

Service

TOOLING & AUTOMATION	NAVIGATOR	AVIATOR
Access to best practice document repository - FAQs - Reference architectures - Deployment recommendations	*	*
Access to Rackspace Opinionated Azure Resource Manager (ARM) templates - Ability to deploy opinionated resource templates employing Rackspace best practices	Base templates only – customer must deploy	Access to complete template library and up to five custom templates – Rackspace will deploy
Azure monitoring - Automated alert generation from predefined monitors - Integration with Rackspace incident management systems	Platform monitoring only	Platform + IaaS VM monitoring. Up to five custom monitors
Fanatical Support for Azure Control Panel - Access to the Fanatical Support for Microsoft Azure customer portal	*	*
HUMAN EXPERTS	NAVIGATOR	AVIATOR
Technical Account Manager (TAM) - Personal contact for ongoing business and technical assistance	*	*
Technical Onboarding Manager (TOM) - Personal contact to assist with onboarding	Provides initial guidance	Coordinates the process of getting your application up and running on Azure
Architecture guidance - Combined set of Microsoft and Rackspace recommendations from certified Azure architects - Scheduled scoping calls	Guidance for standard use cases	Hands-on design, customized to your specific application
Operating system support- IaaS VMS - Server deployment - Managed OS Patching - Managed antivirus - Managed backup - Remote management and troubleshooting (Windows & Linux)		*
Deployment activities - Resource deployments performed by Rackspace engineers		*
Change management - Lifecycle tracking and management of environment changes managed through Rackspace ticketing system	*	*
Escalation support* - Ownership of incidents and issues relating to Azure, to include the use of Microsoft Premier Support	*	*
Escalation/Remediation Runbook - Rackspace coordinated custom runbook design and execution	*	*
Monthly account review - Review Microsoft best practices and Rackspace recommendations - Review resource usage and cost optimization opportunities - Technical environment review (alerts, performance) - Runbook evaluation		*
Incident response	Urgent: < 4 Hours Standard: < 24 Hours	Emergency: < 15 min Urgent: < 1 hour Standard: < 4 Hours
ADD-ON SERVICES	NAVIGATOR	AVIATOR
Migration assistance - Assistance getting your app and data migrated to Azure - Depending on requirements, available from Rackspace and/or Rackspace-approved partners	Additional Services Available	Additional Services Available
Detailed solution design - Detailed Azure design based on application and requirements analysis	Additional Services Available	*
Custom DevOps professional services	Additional Services Available	Additional Services Available

Rackspace Managed Services for Google Cloud Platform

The industry's leading alternative to operating Google Cloud infrastructure on your own.

Whether you're already a Google customer or simply getting started with the public cloud, Google Cloud Platform (GCP) is an affordable, reliable, innovative and intuitive cloud solution. Rackspace can help you accelerate innovation and cost savings by taking over the intensive day-to-day operations of GCP — letting you focus on achieving your core business objectives while optimizing the performance of your applications.



Why Rackspace For Google Cloud Platform?

As Google's first managed services partner for GCP, Rackspace provides expert guidance on how to architect, plan and operate GCP environments at scale.

Expertise: Rackspace has entire departments of GCP-certified cloud architects, operators and engineers on standby to help ensure that you can migrate successfully to the cloud — and operate successfully once you're there.

Cost Savings: Rackspace has consistently reduced cloud TCO for customers, including the costs of recruiting, hiring and training, and we can help you avoid costly migration and architecture mistakes. Additionally, our pricing is mapped to service-level intensity, so you can choose the service level that best maps to your application's criticality.

Automation: With infrastructure-as-code, Rackspace can help you bypass many traditional sys admin/DBA infrastructure deployment efforts with the push of a button — including manual booting, logging, imaging and configuration.

Key Features and Benefits – GCP

Lower Pricing: On average, Google is 60% less than other cloud providers thanks to lower list prices, sustained-use discounts, committed-use discounts and custom machine types.

Reliable Network: Google has the highest availability of any public cloud and operates the world's largest software-defined network — which results in lower latency and global reach.

Security: Google's proprietary hardware stack features layered, end-to-end security to help protect critical data and meet industry security and compliance requirements.

Big Data: Google is an industry leader in big data/analytics and AI. With real-time, cloud-native data processing, customers can power high-scale relational query workloads and reduce time to insight by hours, days or even weeks.

Service Levels Matched to Your Needs

Rackspace works with customers to identify the scope and criticality of their applications and determine the service level that best addresses their needs. Rackspace offers two service levels on GCP to meet varying customer requirements:

Aviator™ is a fully managed service for critical workloads, including expert architecture and implementation, proactive monitoring and 24x7x365 support from Google-certified GCP experts.

Runway is an unmanaged service level designed for non-critical applications. Runway customers benefit from best practices for GCP workloads, unified billing and an integrated customer interface for multi-cloud environments.

Key Features – Aviator™

HUMAN EXPERTISE

Expert Cloud Engineers

- 24x7x365 hands-on incident response from GCP-certified experts backed by response-time SLAs
- System administration work including: monitoring, logging, patching, backups and system updates
- Creation and maintenance of a custom operations runbook designed specifically to business objectives
- DevOps expertise and guidance in architecting, configuring and utilizing CI/CD processes and pipeline for code and infrastructure deployment
- Trusted advice and insight from senior engineers who have resolved hundreds of critical incidents across thousands of customer environments

Innovative Solutions Architects

- Detailed cloud designs and architectures mapped to customer business objectives
- Analysis of customer environment to identify potential gaps in moving to the cloud
- Ongoing optimization of cloud deployments for security, automation and cost
- Sophisticated architecture design that is sustainable, scalable and reliable

Dedicated Technical Account Managers (TAMs)

- Personal oversight of technical onboarding and initial environment deployment on GCP
- Ongoing business and technical assistance, including analyzing account metrics and conducting regular account reviews
- Identification and prioritization of recommendations that optimize for cost, security, utilization, inventory management and cloud best practices

Seasoned Deployment Engineers

- Implementation of industry-leading deployment standards
- Collaboration with solutions architect to define architectures that meet business objectives
- Creation of automation and autonomous deployment including autoscaling
- Configuration of cloud networking and security standards

TOOLING AND AUTOMATION

Management of GCP Projects

- Simplified management of GCP projects (e.g., dev, prod)
- Billing and monitoring tooling to improve cloud experience without replacing existing tools

Identity and Permissions Management

- Implementation of GCP IAM security best practices
- Management of default access policies across all GCP projects
- Single Rackspace login to manage multi-cloud environments

Monitoring and Alerting

- Preconfigured monitoring for comprehensive tracking, logging, and auditability for all GCP projects
- Automatic ticket generation based on specified thresholds and alerts
- SLA-based response times for default and custom alerts

Deployment Tools

- Infrastructure deployment tools and processes (e.g., Ansible)
- Shared private Git repo between customer and Rackspace
- Enforcement of configuration and version control to ensure scalable infrastructure operations
- Access to best-practice Google Deployment Manager (GDM) standards and templates that include opinionated network designs including VPC, multiple zones, subnet sizing, etc.

ADD-ON SERVICES

- Customer reliability engineering (CRE)
- Migration assistance getting your applications and data moved to GCP
- Custom DevOps professional services
- Big data, IoT, application modernization and container services
- Rackspace managed services for digital, security, Pivotal Cloud Foundry and others



PRIVATE CLOUD

Rackspace® Private Cloud Powered by Microsoft® Cloud Platform

Building a Microsoft® private cloud environment can help IT leaders better meet the demands of both internal and external customers. However, many IT shops get bogged down with interoperability issues, as well as the burden of monitoring and day-to-day management of these technologies.

Rackspace Private Cloud powered by Microsoft Cloud Platform combines the agility and efficiency of a public cloud with the enhanced security, control and performance of a dedicated environment. It gives you the power of the cloud without the pain of running it, so you can focus on your core business.

Our team of experts will reduce the complexity of private cloud. We design and deploy your private cloud running on familiar Microsoft technologies of Hyper-V® and System Center, including a web-based interface enabling user self-service.

Expertise

- Five-time Microsoft Hosting Partner of the Year, including 2015
- Supporting 30,000+ servers running Microsoft SQL Server
- Microsoft Gold Certified Hosting Partner

Service

- Fanatical Support® means you can rely on our team of always-ready, always accountable, always-helpful specialists 24x7x365
- We proactively monitor the health of your private cloud
- We provide a 100% Network Uptime Guarantee and a One-Hour Hardware Replacement Guarantee

Choose virtualization with Hyper-V Server, or add increased cloud functionality with Microsoft Cloud Platform:

MICROSOFT HYPER-V SERVER	MICROSOFT CLOUD PLATFORM
For customers who want the cost and efficiency advantages that virtualization brings, centralized management and control, built-in redundancy features like clustering, and a unified set of orchestration tools	For customers who want a cloud-like web based experience providing self-service to their end users, plus the security and performance advantages of a dedicated environment, and the ability to scale up to 1000s of VMs

Economies Of Expertise

- 250+ Certified Microsoft Professionals available 24x7x365
- Future-proof architecture guidance, tenant level support, patching, troubleshooting
- Simplified operations: architecture guidance, patching, monitoring, troubleshooting guest OS and application issues
- Cost-efficient licensing: Hyper-V built-in with Windows Server 2012 R2, allowing unlimited virtual machines (VMs) at no additional license cost.
- Industry-leading SLAs: 100% Network Uptime Guarantee and a One-Hour Hardware Replacement Guaranteed



- **Scalability with Availability:** Scale to thousands of VMs with features like live migration and failover clustering for up to 64 nodes.
- **Flexibility:** We will help you configure built-in features like the self-service web interface, database-as-a-service for SQL or MySQL, and application templates
- **Performance and Security:** Mitigate the “noisy- neighbor” effect and get the security of a single-tenant environment with physically isolated network, compute and storage layers
- **Self Service:** Spin up/down instances on demand using the Windows Azure Pack (WAP) or direct root-level access to the physical hypervisor.
- **Portability:** VMs are portable between customer premises, Rackspace and Azure.

Hybrid Cloud

- We help design, deploy, and manage an end-to-end Microsoft hybrid cloud experience between hosted private cloud, on-premises IT and Microsoft Azure environments

Rackspace® Private Cloud Powered by VMware®

Rackspace® Private Cloud helps enterprises expand into the cloud without leaving VMware® investments behind. Take advantage of a single-tenant environment supporting the VMware Software-Defined Data Center (SDDC). Leverage hybrid cloud and transition away from physical data centers, with network virtualization, software-defined storage and a cloud management platform. This is the first time that Rackspace is making the complete SDDC platform available with any VMware offering.

Why Rackspace For Private Cloud Powered By VMware?

Customers can transition on-premises workloads to Rackspace-hosted SDDC environments — a practical way to facilitate enterprise adoption of hybrid cloud while accelerating the move to software-defined infrastructure. Adopting software defined infrastructure can help you get the most out of existing investments in training, VMware technology and tools.

Key Benefits

- **Single-tenant private cloud:** Rackspace Private Cloud provides a dedicated single tenant environment in which enterprises can run, migrate and extend on-premises workloads.
- **No retooling or refactoring needed:** Use the same VMware technology that runs in your current data centers, allowing you to migrate and expand without retooling environments or refactoring code.
- **Automation with control:** Central IT can automate the rapid delivery of resources while maintaining control via policy-based governance and enforcement of resource quotas, service levels, security and compliance standards.
- **DevOps enablement:** IT can promote DevOps by rapidly provisioning infrastructure and application resources to developers while integrating existing delivery and configuration management tools and workflows.
- **On-demand access:** Lines of business receive on-demand access to virtualization infrastructure, apps and custom services so they can accelerate delivery of personalized resources through a service catalog and portal.

Key Features

- **Software-defined network:** VMware NSX provides virtual networks, logical networking devices, and security groups and policies to optimize network traffic, provide policy-based isolation for app components and enhance security.



- **Software-defined storage:** VMware Virtual SAN delivers enterprise-class secure and operationally efficient storage for VMware environments by enabling faster, policy-based VM deployment managed by the virtualization admin for app components.
- **Cloud Management Platform:** VMware vRealize® Suite is an enterprise-ready cloud management platform for comprehensive lifecycle management, automation, and policy based governance for hybrid cloud environments.

Expertise

Managed by Rackspace, Powered by VMware:

- Hundreds of VMware Certified Professionals (VCPs) on staff with broad experience, including NSX, vSAN and VROps
- 10+ years of VMware expertise and experience gained from operating one of the world's largest VMware vSphere footprints: 57,000 virtual machines and 10,000 hypervisors
- One of VMware's largest service providers with VMware-validated full SDDC architectures
- 2015 VMware Partner Innovation Award Winner

Service

We deliver Fanatical Support® for the world's leading clouds — it's the specialized expertise and 24x7x365, results-obsessed customer service that's been a part of our DNA since 1999. Rackspace Private Cloud supports our objective to provide the best service for the world's leading technologies, offering:

- Hundreds of VMware-certified professionals available 24x7x365
- Customized delivery focused on business outcomes and IT transformation
- A 100% Network Uptime Guarantee

Rackspace® Private Cloud Powered by Red Hat

Rackspace Private Cloud powered by Red Hat® provides public cloud benefits with the performance, security and control of an enterprise environment. Rackspace Private Cloud includes:

- A superior model: We eliminate complexity by delivering OpenStack "as a service" (24x7x365 monitoring, maintenance and upgrades).
- World's most reliable OpenStack: 99.99% uptime SLA.
- OpenStack everywhere: We can deploy in a Rackspace data center, customer data center, third-party location.
- The most operational OpenStack experience in the world by a factor of 100x: We've successfully scaled OpenStack to 100,000's of nodes and OpenStack clouds for some of the largest companies in the world.
- A single platform: For managing containerized, virtualized and bare metal applications across private, public and hybrid clouds.

Red Hat Certified Solution

Rackspace Private Cloud powered by Red Hat is a certified deployment of Red Hat Enterprise Linux OpenStack Platform which means you get all of the benefits of a co-engineered and integrated solution that optimizes the inter-dependencies, is enterprise hardened and supported by a broad ecosystem.



- Red Hat Enterprise Linux OpenStack Platform delivers an OpenStack distribution that is co-engineered, integrated, tested and certified with the operating system to deliver the performance, stability, and scalability of Red Hat Enterprise Linux.
- Red Hat and Rackspace work together to ensure that each release of Red Hat Enterprise Linux OpenStack Platform is enterprise hardened by testing and certifying for broad hardware and software compatibility, performance and availability.
- Red Hat Enterprise Linux OpenStack Platform boasts one of the largest ecosystems of over 300 certified partners, ensuring the same level of broad support and compatibility customers enjoy today in the Red Hat Enterprise Linux ecosystem.

Further Reduce Complexity

By providing a single point of contact that will deploy, manage and maintain your Red Hat powered private cloud, we help further reduce your operational complexities.

- Single point of contact – we work with you to deploy, manage and maintain your private cloud to help meet your needs and we work directly with Red Hat to resolve any issues that may arise.
- We manage and maintain the Red Hat environment including the underlying Red Hat Enterprise Linux, Red Hat Satellite and Red Hat Enterprise Linux OpenStack Platform so you can focus on your business applications and not your infrastructure.
- Enable you to take on upgrades at your own pace by offering a longer software support cycle (2 years) allowing organizations with more structured change management policies to schedule upgrades to meet their needs.

Improve Efficiency

Our Red Hat and OpenStack experts developed our prescribed deployment configurations and use automation to help improve the efficiency of the infrastructure.

- Our team of experts developed our prescribed deployment to meet your performance, stability and scalability needs, based on our years of experience designing, deploying and operating OpenStack private clouds.
- We deploy Red Hat Enterprise Linux OpenStack Platform using automation for an efficient infrastructure deployment that is consistent and repeatable.

Key Features

Built-In Automation

- deployment and configuration management

Enterprise-Grade Architecture

- Industry-leading 99.99% OpenStack uptime guarantee
- Designed to scale to thousands of nodes
- High availability using an enterprise-grade, 4-server control plane
- Includes a clustered database and messaging service.

Security and Logging

- Secure, dedicated environment
- Includes two physical firewalls and audit logs
- Allows use of existing Open LDAP service to authenticate users

Rackspace® Private Cloud Powered by OpenStack

Rackspace Private Cloud powered by OpenStack® provides public cloud benefits with the performance, security and control of an enterprise environment. Rackspace Private Cloud includes:

- **A superior model:** We eliminate complexity by delivering OpenStack “as a service” (24x7x365 monitoring, maintenance and upgrades).
- **World’s most reliable OpenStack:** 99.99% uptime SLA.
- **OpenStack everywhere:** We can deploy in a Rackspace data center, customer data center, third-party location.
- **The most operational OpenStack experience in the world by a factor of 100x:** We’ve successfully scaled OpenStack to 100,000s of nodes and OpenStack clouds for some of the largest companies in the world.
- **A single platform:** For managing containerized, virtualized and bare metal applications across private, public and hybrid clouds.

True Open Source Solution

Rackspace Private Cloud powered by OpenStack uses only open source software and offers open source designed infrastructure components.

- Infrastructure design based on Open Compute Project (OCP) specifications, purpose-built for running an OpenStack cloud.
- Proactively updated with the latest available distributions of Ubuntu Linux and KVM for the operating system and virtualization layers.
- Management layer using upstream OpenStack, deployed according to our prescribed and tested configurations using the OpenStack Ansible Deployment playbooks — without any proprietary code or wrappers.

Reduced IT Expenses

By providing a private cloud solution designed using open standards, built on an open source software stack, and managed by our OpenStack experts, we can help you to reduce acquisition and ongoing operational costs.

- Minimize software licensing costs by using freely available distributions of Ubuntu Linux, KVM and upstream OpenStack.
- Reduce hardware acquisition and operational costs by choosing from the broad set of Rackspace infrastructure options, including infrastructure designed based on the OCP specifications.
- Save time and eliminate the operational expenses of finding, training and retaining hard-to-find OpenStack experts by relying on our experienced team of OpenStack specialists to manage your private cloud.

Faster Time to Value

Get up and running faster by leveraging integrated infrastructure, our prescriptive deployment, application-level automation and our OpenStack expertise.

- Faster setup and deployment by leveraging our open standards design — a pre-integrated system of network, storage and compute designed to the OCP specifications and purpose-built for OpenStack powered clouds.
- Prescriptive deployment that leverages OpenStack Ansible playbooks to reduce deployment times and is designed and tested to provide the stability, scalability and high availability you need to support your cloud-ready enterprise production workloads.



- Deploy production-ready application stacks in minutes, with templates for several widely used open source applications including Magento, Drupal and MongoDB.

Key Features

Built-In Automation

- Deployment and configuration management automated with Ansible • Heat-based solution templates • Deploy production-ready stacks in minutes

Enterprise-Grade Architecture

- Industry-leading 99.99% OpenStack uptime guarantee
- Linux containers for independent scaling and seamless upgrades
- Designed to scale to thousands of nodes
- High availability using a professional-grade, 4-server control plane
- Includes a clustered database and messaging service

Security and Logging

- Secure, dedicated environment
- Includes two physical firewalls and audit logs
- Allows use of existing Open LDAP service to authenticate users

RACKSPACE DIGITAL

You're faced with a daunting series of challenges daily — from building your brand and growing your bottom line to innovating at a pace that delivers market differentiation. To focus on and meet these challenges, your applications need to perform at their highest level, 24x7x365.

Cloud hosting and application optimization services from Rackspace Digital allow you to keep your focus on moving onward and upward instead of getting mired in IT issues. Our teams of experts are here 24x7x365 to optimize application performance and help you provide a good customer experience across many of the leading ecommerce platforms.

Ecommerce Applications

Magento

Specializing in pre-configured, tested environments based on years of best practiced learnings as the #1 hosting provider for Magento applications. Combined with our 24x7x365 Fanatical Support for which we are known worldwide, and you get solutions that will meet your needs for available, scalable and secure ecommerce sites, whether you are deploying on AWS or on a dedicated environment.



Magento Expertise

- **#1** Hosting Provider to the Internet Retailer Top 1000
- **4000+** Live Magento Customers

Oracle Commerce

Providing managed cloud services for your business-critical, revenue-generating ecommerce sites running on Oracle Commerce. Our solutions come with unmatched expertise and learned experience in running Oracle applications, and apply 24x7x365 Fanatical Support to ensure that your ecommerce sites are available, scalable, secure and deliver a great user experience.



Comprehensive Oracle Commerce Capabilities

- **#1** Hosting Provider to the Internet Retailer Top 500
- **100%** Customer Retention Since 2012

SAP Hybris Commerce

Providing deep expertise in architecting and managing SAP Hybris environments that deliver on the promise of great customer shopping experiences. Work with a team of certified application and support engineers with years of learned experience across hundreds of Hybris deployments, all backed by 24x7x365 Fanatical Support. Rackspace hosts over 45 live SAP Hybris customers.

Broadleaf Commerce

Get a custom cloud environment for your business-critical, revenue-generating applications running on Broadleaf Commerce. With Rackspace, your Broadleaf site will be available, scalable and secure, so you can focus on tailoring your site to reflect your unique brand.

- Accelerate the deployment of new Broadleaf Commerce applications and version upgrades to expedite commerce initiatives.



- With Rackspace, you can architect and deploy your Broadleaf Commerce applications in a best-fit cloud — across private clouds, traditional dedicated infrastructure and public clouds, including Microsoft Azure® and AWS.
- Proven best practices and application insights help ensure you are getting the most out of your Broadleaf Commerce applications.
- With Rackspace, you have access to 24x7x365 Fanatical Support, so you can focus your resources on your business priorities.

Web Content Management Applications

Sitecore

Removing the burden of designing and managing optimized Sitecore Experience Platform environments, so you can focus on delivering differentiated customer experiences.

Work with a team of Sitecore experts, who have learned experience across hundreds of deployments, to ensure that your campaigns and customer-facing sites are meeting your users' expectations.



- With over 40+ years of combined Sitecore experience
- #1 Only provider to receive platinum partner status

Adobe Experience Manager

Providing managed cloud services for your most important demand-generating campaigns and customer-facing sites running on Adobe Experience Manager.



Our solutions provide unmatched speed for deploying AEM environments, whether you are re-platforming to a new version or looking to deploy a new campaign on AWS.

- With over 40+ years of combined AEM experience
- 200+ live AEM customers

Custom Applications

Keep your custom Java and .NET applications available, scalable and secure, by offloading the management and maintenance to our experts. With our managed cloud environments and application services, you can focus on delivering a great customer experience, while we take care of the rest.

- **Access to Deep Expertise:** Our experts have hundreds of years of combined experience across Java and .NET, so you get a team of professionals trained to optimize your environment and applications – available to you 24x7x365.
- **Security:** Leverage our expertise in PCI-DSS compliance and cyber security with optional services like Rackspace Managed Security.
- **Fully Managed Service:** Turn your attention to delivering a superior customer experience, while we keep your custom Java and .NET applications up, fast and secure.

Expertise Delivered Through Managed Cloud and Application Services

Rackspace Digital can help you build, deploy, manage and secure your mission-critical applications.

Managed Environments

Designing a compelling digital experience for your customers is only half the battle. How do you ensure that the experience is being delivered in an optimized and secure way? Rackspace Digital is dedicated to delivering high performance, custom solutions for your most mission critical applications. We'll help you choose the best solution for your application, whether it's pre-configured, one-click deployments on leading clouds or fully customized, dedicated environments.

Tap into Our Expertise

Rackspace architects and engineers have years of experience across the world's leading digital applications.

We provide architectural recommendations and optimization guidance for SAP® Hybris® Commerce, Oracle® Commerce, Broadleaf Commerce, Magento®, Adobe® Experience Manager, Sitecore® and custom Java and .NET applications.

Focus on Running Your Business

Our experts help to optimize your application environments so you can focus on delighting your customers. Configuration, tuning and monitoring — we've got it covered.

Thrive in Multi-Cloud Environments

Because we offer expertise across the world's leading clouds and digital platforms, such as AWS and Microsoft Azure®, we can help you choose a best-fit infrastructure solution for your application. From rapid deployments on a leading cloud to fully customized dedicated environments.

Rackspace Application Services

Rackspace Application Services delivers Fanatical Support® and expertise for your applications, including custom Java and .NET, as well as Oracle® Commerce, Sitecore®, Adobe® Experience Manager and SAP® Hybris®. With aggressive SLAs and our highest level of application-specific expertise, you can focus on your business outcomes while we optimize the customer experience.

- **Speed Time to Market:** Don't let the deployment of a new application or software version slow you down.
- **Boost Performance & Reliability:** Get the most out of your applications with proven best practices, application insights and an available 100% Production Platform Uptime Guarantee. *
- **Drive Cost Efficiency:** Minimize the costs associated with finding, hiring, training and retaining your own team of application experts.
- **Focus Your Resources:** Focus less on the daily management of your application environment and more on your business priorities.



RAS Application Operations

RAS Application Operations is available in two options, depending on the application you are running:

Application Operations

Access to application experts who help you architect, optimize and monitor your applications for the highest levels of performance and insight. Available for custom Java and .NET applications.

Application Operations for Digital Apps

Access to architects and engineers with leading ecommerce and web content application experience and expertise. Available for customers running SAP Hybris Commerce, Oracle Commerce, Adobe Experience Manager or Sitecore Experience Platform.

DATA SERVICES

With Rackspace Managed Data Services, you get database experts who work with you one-on-one to match the right database to the right use case. Next our experts architect your database and put it on a platform optimized for performance, scalability, and availability. Choose from the industry's widest array of databases, deployment options and service levels to best solve for your unique use case.

- **Any Database:** Choose managed offerings of the most popular databases or deploy any database on our dedicated hardware or in public or private clouds
- **Any Deployment:** Deploy on the widest array of infrastructure at the right price and performance. Choose from public cloud, private cloud, bare-metal cloud, and dedicated hardware.
- **Any Service Level:** Complement your IT staff with self, partial, or fully managed offerings.

Managed Relational

DBAs often spend their time managing existing databases, leaving little time to provision, test, and tune new databases that support application development. Free up your DBAs to focus on moving your business forward. Hand off day-to-day management of your mission-critical production applications, and leverage our cloud databases for rapid development and deployment of new SQL applications.

- **Maximize Consolidation Density:** We've optimized every aspect of the database stack, from compute, memory, storage, and networking to OS and database, to securely power over 30,000 Oracle, SQL Server, and MySQL mission-critical database servers.
- **Increase Agility:** We've engineered a fast, scalable, fully-managed service that enables you to rapidly provision performance-oriented MySQL, MariaDB, or Percona databases that are powered by open APIs.
- **Free Up DBA Time:** Your in-house DBAs are some of your most valuable technical resources. Free them up to improve your applications by leaving routine maintenance and troubleshooting to us.

Managed Databases

Take the pain out of database management while optimizing performance. Rackspace certified DBAs provide the deep expertise you need for MySQL, Oracle and MS SQL Server environments. Whether you're running on dedicated hardware or on Rackspace Cloud Servers, we're here when you need an additional layer of assistance with architecture design, administration, monitoring or troubleshooting. Count on Rackspace DBA Services to provide DBA expertise for your entire project lifecycle.

- **MySQL Databases:** Rackspace was the first MySQL Certified Hosting Partner, an honor we earned through deep knowledge, expertise and experience running more than 18,000 MySQL configurations. We offer the flexibility of support for your dedicated deployment of MySQL in our high-performance Cloud Databases.
- **Microsoft SQL Databases:** Rackspace provides Fanatical Support for Microsoft® SQL Server® to help you gain higher levels of efficiency and save time. Our specialists offer extensive, certified expertise gained through experience running MS SQL on more than 10,000 servers in dedicated and cloud environments.
- **Oracle Databases:** Trust Rackspace with your mission-critical Oracle databases. From emergency troubleshooting, to planning for scaling and disaster recovery, our certified Oracle professionals are focused on keeping your databases running at peak performance.



Cloud Databases

Get a performance-optimized database for your application in minutes. Cloud Databases gives you simple, on-demand provisioning and open APIs—so you can deploy **MySQL**, **Percona Server**, or **MariaDB** with minimal effort.

- **Fully Managed:** With 24x7x365 monitoring and database specialists available to you anytime, you spend less time managing infrastructure and more time focusing on your application.
- **Performance Optimized:** From the network to the storage system and database configuration, we optimize every infrastructure component to provide peak database performance.
- **Simple to Use:** Easily provision, scale and access your databases using our control panel, API or CLI. Deploy in minutes and free yourself from time-consuming and costly management tasks.

Managed NoSQL – Powered by ObjectRocket

Deploying NoSQL databases for new application development can be easy. Ensuring the performance, scalability, availability, and security of NoSQL databases is hard. We offer fast, scalable, reliable, and automated instances of the most popular NoSQL databases with *Fanatical Support*® so you can focus on your cutting-edge application, not your database.

Object Rocket for MongoDB, Elasticsearch and Redis

Rackspace Data Services can help a business of any size initiate, optimize and manage your NoSQL database version on the infrastructure of their choice. Whether your data is hosted on popular cloud platforms like Amazon Web Services (AWS) and Microsoft® Azure®, in our cloud or on single-tenant servers, we have a solution for you.

Customers choose Rackspace because we know how to architect and optimize the exact solution they're looking for, then back it with the expertise and commitment to service we call *Fanatical Support*®.

BigData

We have the expertise and tools to make any Big Data deployment scale at ease. With our fully managed solution, you can rest assured our experts will configure, administer, troubleshoot and optimize a solution that's right for your environment. Post deployment, our big data reliability engineering will keep your solution running optimally and efficiently. We'll managed your Big Data, so you can focus on your core business.

- **Optimize Your Configuration:** Customize your big data configuration to address your specific requirements and workloads. Choose from a variety of architectures and flexible network designs, with the help of our Hadoop specialists.
- **Reduce Operational Burden:** Deploying and maintaining a data processing environment can be taxing to your IT department. Refocus your resources by turning to Rackspace. Together with Hortonworks, we provide the deep Hadoop hosting expertise you need. Plus, we back up the environment with 24x7x365 *Fanatical Support*®
- **Integrate with Your Custom Application:** Big data applications power a rich ecosystem of tools and platforms. Our full-featured Hortonworks Data Platform environment comes ready to integrate with your business intelligence and analytics applications or primary data store.



Extended Service Levels

Outsource design and administration to our certified DBAs

Your in-house DBAs are some of your most valuable technical resources. Help them be more effective at improving your applications by leaving routine maintenance and troubleshooting to us.

DBA Services puts our team to work for you, supporting key aspects of your MySQL, Oracle®, or Microsoft® SQL Server® database, so your DBAs can focus on the innovation that grows your business. We offer two levels of service based on your business needs:

- **DBAdministrator:** We handle the day-to-day care and feeding of your database platform, performing standard maintenance, monitoring, and troubleshooting, so your team can focus on your business applications. This offering includes 12 hours of service/month.
- **DBArchitect:** You get all the features of DBAdministrator, plus advanced design, architecture, and planning services to help ensure your databases run at peak efficiency. This offering includes 24 hours of service/month.

SOLUTIONS

Rackspace Enterprise Applications Services

Applications are the heart of your business. They drive mission-critical functions and keep your organization running — so they need to be kept up-to-date and available. To avoid costly downtime, it's essential that these applications function flawlessly around-the-clock.

To help drive business efficiencies within your organization, we can help you optimize, tune and update your analytics, CRM, ERP, HRMS, financial, supply chain and order management applications. Popular solutions we support include:

- SAP®
- Oracle® PeopleSoft™
- Oracle® E-Business Suite
- Oracle® Fusion Middleware™
- Oracle® Business Intelligence Enterprise Edition

Focus

As an extension of your IT team, we can take care of everything from routine application monitoring and management tasks to managing your infrastructure, in order to help ensure your applications are available and performing optimally.

Control Costs

We can handle day-to-day management tasks so that you can concentrate on using the latest technology to increase your agility and control your costs.

Optimize Applications

Leave your applications in the hands of our experts. We'll optimize your applications to help improve their performance and your users' experience.

Increase Productivity

Increase productivity by allowing your key IT staff to focus on the strategic initiatives that drive your business while we handle your day-to-day deliverables.

Enterprise Application Consulting Services

Business and IT have evolved faster than anyone could have imagined, increasing complexity and costs while limiting agility. Trying to solve your IT challenges internally can distract you from your core business, causing it to suffer.

That's why we offer a full range of consulting services — to augment your organization and help you derive business value from your technology investments. We have a deep bench of IT and business professionals who understand complex business structures and can help you get the most from your applications. We focus on simplifying implementations, optimizing processes and reducing your total cost of ownership. And all of our services come with Fanatical Support® — available 24x7x365.

Enterprise Application Consulting Service for ERP

Enterprise applications are essential to your business, but they don't always readily support your business processes or provide you with the functionality you need out-of-the-box. Your particular configuration may require minor tweaks, major enhancements, custom reporting or integration with other systems.



You've already made a significant investment deploying these applications, so you want to feel confident that any development work being done to optimize them is done professionally. That's where we come in.

We offer a full range of consulting services to help you get the most out of your ERP investment — from small fixes to complete end-to-end solutions:

- Upgrades
- Customizations
- Managed services
- New implementations

Enterprise Application Consulting Services for Business Intelligence

Whether you are looking for help with an initial implementation or a more mature deployment, we can help you make sense of your business intelligence. Our team of experts has 15+ years of experience in all facets of analytics — including data architecture and warehousing — so we can guide you through the process to create an end-to-end solution.

- We'll assess your business requirements by determining how your various groups generate reports and consume information.
- We'll create a project plan and roadmap to direct your initiative.
- We have extensive experience working with industry-leading applications, so we can fully manage software migration and upgrades to keep your environment up-to-date.

Managed Pivotal Cloud Foundry

Rackspace Managed Pivotal® Cloud Foundry (PCF) can accelerate the building, testing and deployment of your applications. We'll run and monitor PCF for you, helping to reduce the time and cost required to manage your deployments and operations in-house.

- **Deploy Apps Quickly:** Ready to take advantage of the power of PCF but unsure how to get started? Our experts can deploy managed PCF for you, so you can get up and running quickly.
- **Multi-Cloud Capability:** Need a managed multi-cloud deployment? Leverage our expertise and support for public, private and hybrid clouds.
- **Comprehensive Management:** Want someone else to handle your PCF implementation? We'll manage it for you. Offload tasks such as troubleshooting, upgrades and feature releases to our experts.
- **PCF Talent On-Demand:** Concerned about the complexity and evolving functionality of PCF? We're always here, ready to help you address any technical issues that may arise.

Managed Security Services & Compliance

Managed Security Services

Now's the time to adjust your security strategy — before your perimeter defenses are no longer effective against cyberattacks. Beyond prevention, you need swift breach detection and remediation to minimize the time criminals spend in your environment and the harm they can cause.

As a leading Managed Security Services Provider (MSSP), Rackspace not only offers monitoring and detection services but around-the-clock rapid response and remediation services.



- **Breach Detection:** Actively searching for threats is important for keeping your business safe. To find threats, you need a team that monitors and manages your environment 24x7x365, using advanced technology and analytics.
- **Minimizing Breach Window:** The most precious resource for a threat is time. So your security strategy must include an approach to closing the breach window as quickly as possible — to get the bad guys out before they can cause harm
- **Threat Remediation:** Traditional managed service providers simply notify you of a breach, leaving it up to you to respond. But we act on anomalous events immediately, on your behalf, based on pre-approved actions.
- **Reducing TCO:** Maintaining a fully staffed, around-the-clock security team can be expensive. But by turning to a MSSP with the resources and experience to detect and respond to security events on your behalf, you can help ensure your environment's security while reducing your TCO.

Compliance Assistance

If your business processes credit cards, stores healthcare data or manages personally identifiable information, then there's a good chance that you're required to abide by regulatory mandates and standards, such as PCI-DSS. But thoroughly addressing your compliance requirements does more than just "check the box," it helps make your business more secure and less hospitable to attackers.

- **PCI-DSS Compliance:** We provide the configuration hardening and monitoring, patching and user monitoring, and file integrity management and reporting necessary to help you meet your PCI related compliance goals.
- **Security Experts:** We offer over 250 years of combined security and IT experience, with more than 15 unique industry certifications. So add Rackspace expertise, led by a technical account manager, to support your existing IT and GRC teams and resources.
- **Best Practices:** We leverage leading technology and our best-in-breed security professionals to support compliance-related monitoring and management.
- **Lower TCO:** Rackspace® Compliance Assistance can provide a significantly lower Total Cost of Ownership (TCO) over internally-developed and hosted solutions and support.

Business Email Hosting and Productivity Services Backed by Fanatical Support

Rackspace makes it easier for teams to connect, communicate and collaborate with a wide choice of industry-leading email and productivity solutions. Each offering is backed by award-winning Fanatical Support and our team of email and productivity specialists can help you choose, deploy and manage the right solution for your business.

- **Office365:** Power your business with Exchange, Office and full suite of productivity tools.
- **Exchange:** Get the most out of Outlook and your mobile email experience with the gold standard
- **Rackspace Email:** Professional hosted email @your-domain Access using your favorite apps including Outlook.



Rackspace Productivity and Collaboration Solutions

With Rackspace Collaboration solutions, certified experts configure, manage, and support your productivity tools like Microsoft® Office 365 and SharePoint®. We keep your apps up and running. That way, you can empower employee collaboration without losing focus on priorities that create true business value.

Fanatical Support for Office365

Get support with a human touch from a team of always-available Office 365 specialists.

- **Access to Experts:** With hundreds of Microsoft Certified Professionals on staff, we're ready to help you get the most out of your investment.
- **24x7x365 Fanatical Support:** Minimize downtime and lower costs with unlimited access to our award-winning, U.S.-based support and free email migrations.
- **Office 365 for Any Business:** Rackspace offers Office 365 plans that fit all business sizes and needs, including security and encryption.

Microsoft SharePoint

We host more SharePoint than anyone else outside of Microsoft, and it's all backed by our Fanatical Support®.

- **SharePoint Hosting:** Customized single tenant deployment in Rackspace datacenters or on the world's leading clouds. Rackspace can deploy and manage your SharePoint on dedicated gear or public & private clouds.
- **Hybrid SharePoint:** With Hybrid SharePoint, you can take advantage of the hyper scale and rapid feature releases in Office 365 while leveraging the power and control you get from an on-premises dedicated SharePoint install.

Rackspace Professional Services

Global businesses need the freedom to modernize their IT and put their workloads where they'll fit best. But selecting the right platform, architecting a multi-cloud solution and modernizing operations is complex and difficult to handle alone. The cloud is complex. Rackspace Global Solutions and Services business has engineers and architects that can help accelerate your growth and innovation at any point in your cloud journey.

Wherever your journey starts, chances are we've already navigated the territory. Our Professional Services solution engineers have expertise and experience in all the major cloud platforms and technologies. As your trusted partner, we can handle your migration details for you and provide ongoing management and optimization, so you can focus on your core business.

Cloud Services

When you're considering a move to the cloud, let our specialists help you build your strategy, assess your application portfolio, review your cost structure and identify the best-fit platform for your needs. Whether you're migrating to AWS®, Microsoft™, Google™, VMware® and OpenStack®, we have the certified specialists who can help make it a success.

Multi-Cloud Adoption Accelerator

Streamline Your Move to the Cloud



- **Cloud Readiness Assessment** that evaluates your applications, infrastructure and data readiness for the cloud.
- **Application and Infrastructure Portfolio Analysis** that leverages documentation of your existing applications and infrastructure.
- **Platform Capabilities Mapping and ROI Analysis** that determines which cloud platform(s) and services from the Rackspace comprehensive cloud portfolio fit your overall cloud adoption strategy.
- **Solution and Deployment Strategy** that will include a comprehensive IaaS solution based on the recommended cloud platforms and all applications.

Migration Services

Expert Guidance for Planning and Managing Your Server and Data Migrations

- Our Cloud Engineers **Assess and Evaluate** your current workloads, physical and virtual server configurations, network topology, security and compliance requirements to help you mitigate the risk that comes with any migration effort and limit your impact to product.
- We **Design an appropriate Migration Strategy** based on your applications, databases, storage, physical and virtual servers.
- Next, a comprehensive project and migration **Plan** is set, based on your migration strategy and destination environment.
- Finally, we execute and **Migrate** against the plan.

Load Testing

We Can Help You Benchmark Your Performance Parameters

- **Detect** the exact moment when a site will have latency issues or break by pushing the limits of site performance with simultaneous users
- **Identify** how much load a server can take without changing response time
- **Expose** application bottlenecks and pinpoint problem areas
- **Optimize** cloud and hybrid-cloud deployments by selectively scaling component services
- **Test** complex user scenario sequences, including pages, dynamic content, transactions, logins and more

Application Services

Get up to speed on popular configuration management tools and DevOps methodologies with the same Rackspace DevOps specialists behind our industry-leading products. You'll also learn the techniques behind resource provisioning, continuous integration (CI) and automated application performance monitoring. Whether you're just getting started with your DevOps strategy or you need help maintaining your current system, our DevOps specialists are here to help.

DevOps Accelerator

Transform Your DevOps and Application Architecture

- We audit your application architecture and software delivery processes to provide a holistic, well-documented view of your current state.



- Learning about your systems and strategic goals in detail gives our expert consultants a unique perspective, enabling them to tailor solutions to your specific needs

DevOps Projects

Deliver Applications Faster and With Greater Agility

- Our platform- and technology-agnostic service can help you provision instances on cloud or virtualization platforms like OpenStack™, AWS™, VMware® and Microsoft®.
- Our experts will guide you through application configuration management, using tools like Chef, Puppet, SaltStack®, Ansible and DSC.
- Get up to speed on flows that can create automatic generation and deployment of a verified application binary, using tools like Jenkins, TeamCity, Bamboo®, and Octopus Deploy.

DevOps Maintenance

Get Access to Experienced Engineers Who Can Provide Ongoing Maintenance

- Flexible resource models to help you scale up when you need additional engineer expertise.
- DevOps engineers and architects available to assist you with maintenance and changes to your application environments.

Data Services

Successful big data implementations depend on diverse skills, including those of developers, administrators, and cloud and big data architects. But demand for such experts exceeds supply. Instead, turn to our big data experts, who can guide you through the entire big data transformation lifecycle — from planning, design and development, to support and operation of the platform and IaaS.

Big Data Accelerator Features

- **Assessment, Architecture, and Design:** We provide architecture and application specifications based on your application and operational requirements.
- **Integrations:** Establish data interfaces with external endpoints like visualization/BI tools, ETL tools and external databases or file stores.
- **Operations, Optimization and Security:** Configuration of perimeter security, role-based access control (RBAC), encryption, disaster recovery and backups on the target platform.
- **Data Pipeline:** Development of data ingestion applications from two sources, using the technology stack applicable to the platform of choice: Hortonworks® HDP components or AWS/Azure® native APIs.
- **Data Persistence, Modeling and Processing:** Design and implementation of data stores such as HBase™, Hive™, HDFS, HAWQ™ and Redshift to store the collected data.
- **Deployment, Handover and Training:** The engagement culminates with code handover, deployment to target environments and runbooks for operations and support.

Security and Governance Services

In today's security landscape, an effective security strategy begins with having the right people with the right expertise. Our security professionals can give you peace of mind, by testing your existing environments and assessing security weaknesses to anticipate likely attacks and help you address your regulatory compliance requirements. And our certified project managers are available to take your projects through planning to successful completion.



Security Testing

Protect Your Networks, Applications, Endpoints, and Users

- **Vulnerability Scanning** to find the vulnerabilities in your system using a combination of automated and manual tools.
- **Network Penetration Test** to gain unauthorized access to your systems using a combination of automated and manual tools.
- **Web Application Penetration Test** to gain unauthorized access to your web application or to the underlying operating system.
- **Remediation Scan Tests** for previously identified vulnerabilities to ensure that they have been appropriately addressed.

Project Management as a Service

Reduce the Strain of Cloud Projects, We Manage Every Step of Your Project

- We offer access to experts who manage complex change in the cloud every day and we are here to help you scale up and down as your business needs.
- Our certified project managers have years of experience managing highly technical change in the cloud, with flexible commercial models to fit your business needs and an outcome driven approach that will deliver you appropriate business benefit.
- We use proven PM frameworks, tailored for complex cloud projects, our Project Managers track, review and manage your project's progress, to deliver real insight.
- Our end-to-end experience in the cloud means your team will have the insight and foresight to maximize the productivity of the whole team, and because our project managers are fully integrated with your Fanatical Support® team, a seamless integration will provide your project with the velocity it needs, without the waste.

RACKSPACE SUPPORT SERVICES

The Rackspace Support Model

Rackspace is dedicated to providing COMPANY with a customer support experience that rivals that of the best service companies in the world. In fulfilling our vision to become one of the world's great service companies, we've built a high touch customer care front line structure with a factory type backend model. For your front-line support, you will be assigned an Enterprise Account Manager who ensures you are completely satisfied with your Rackspace experience and your environment evolves to meet your changing business needs. To enable our factory backend, we've standardized on Windows and Red Hat Linux platforms and our dedicated technical support technicians are experts in those environments. The Rackspace Model ensures that we provide services and offerings that meet the challenges of your business in the most efficient way possible while providing you a service experience like no other.

Fanatical Support®

Rackspace is the only hosting company that offers you *Fanatical Support®* – our unconditional commitment to doing whatever it takes to make our customers successful and happy. We back up this support with an industry leading SLA and a pledge that if something goes wrong, we will rise to the occasion, take action, resolve the issue, and accept responsibility. Our culture is based upon fundamental service elements that are outlined below:

Responsiveness

Your support team will be available to assist you 24x7x365
 We will be accessible by phone or ticket at all times
 We will take special care to assist with your urgent requests

Ownership

We will take personal responsibility for your hosted Rackspace infrastructure
 We empower our employees to make decisions and take actions on your behalf
 A live escalation contact will be readily available to you at all times
 We will follow through on our commitments to you

Resourcefulness

We employ creative and practical solutions for your hosting service, including items related to the network, hardware or operating system
 Our staff includes subject matter experts that know how to identify problems and offer solutions
 Our support teams will provide advice about your Rackspace environment based on industry and technology expertise

Transparency

We will actively listen to and provide you with direct and individualized communications
 Our communications and conversations are not scripted, but are personal responses addressing your specific needs
 Our answers to your questions will be straightforward and honest, and we will not avoid tough questions



Intensive Support Level Overview

Rackspace provides a hands-on approach to managed hosting where our support staff effectively becomes an integral part of your IT department. COMPANY will have a dedicated team of experts who build a deep relationship with your hosting environment to enable the identification of potential issues that could impact the application. This includes monitoring, analyzing report trends and identifying emerging issues relevant to the hosting environment.

Our Enterprise support offering features:

Performance SLA

Industry leading SLA

100 % Network Uptime Guarantee

1-hour Hardware Replacement

Proactive Customer Care Service

Dedicated Account Manager, Lead Technician and Business Development Consultant

Dedicated support team available 24x7x365

Custom deployment managed by your Implementation Specialist

Scheduled account reviews covering ticket history and system performance

Capacity planning to align with your growth needs

Priority issue escalation to our key hardware and software vendors

Server & Device Administration

Customized server hardware specifications based upon the Dell R820 and HP Haswell server platforms

Unlimited System Admin troubleshooting

Centralized Active Directory Services

Disk defragmentation (Microsoft operating systems only)

Security

Operating system patch management tested by Rackspace and performed according to your schedule

Customized patching and rollback capabilities

Server virus scanning (Microsoft operating systems only)

Trustwave vulnerability scan performed upon implementation

Managed Firewalls

Managed VPN Access

Dedicated Intrusion Detection (optional)

DDoS Mitigation (optional)

Storage & Backup Management

Storage Options – local storage (hardware RAID), Direct Attached Storage (DAS), Network Attached Storage (NAS), and Storage Area Network (SAN)

Managed restoration

Private and secure backup network

Database backup agents for MS SQL, MySQL and Oracle (optional)

Offsite Storage & Rotation (optional)



Monitoring & Issue Response

Custom port monitoring and synthetic transaction monitoring
 Advanced system performance monitoring
 Predictive hardware failure monitoring (as allowed by device)
 24x7x365 incident response with customized emergency instructions/ immediate reactions
 Support ticket system available through the Rackspace customer portal
 Customized notification procedures based upon incident severity

Reporting & Performance Management

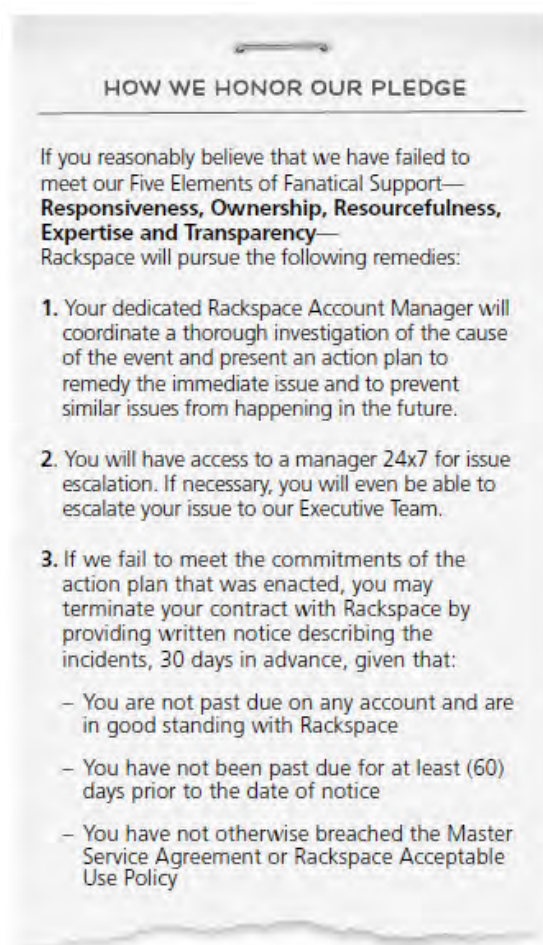
Detailed performance and utilization reports of your backups
 Bandwidth utilization reports
 Support ticket trending
 Server performance trending
 DNS Manager

Fanatical Support Promise

Working hard 24x7x365 to support you is more than our job, it's who we are. Our driving purpose is to take care of your business, and to ensure things go as smoothly as possible. If for some reason they don't, you'll be surprised at the lengths we go to make things right. Any issue you have is quickly taken care of by your own expert Rackspace Support Team, so you'll never have to worry about it again.



Fanatical Support isn't just what we do. It's what makes us an industry leader. It's our drive to do more than what our Contracts, Service Level Agreements, and guarantees say we will. It's our need to make a difference every day to you and every customer.



Account Team Overview

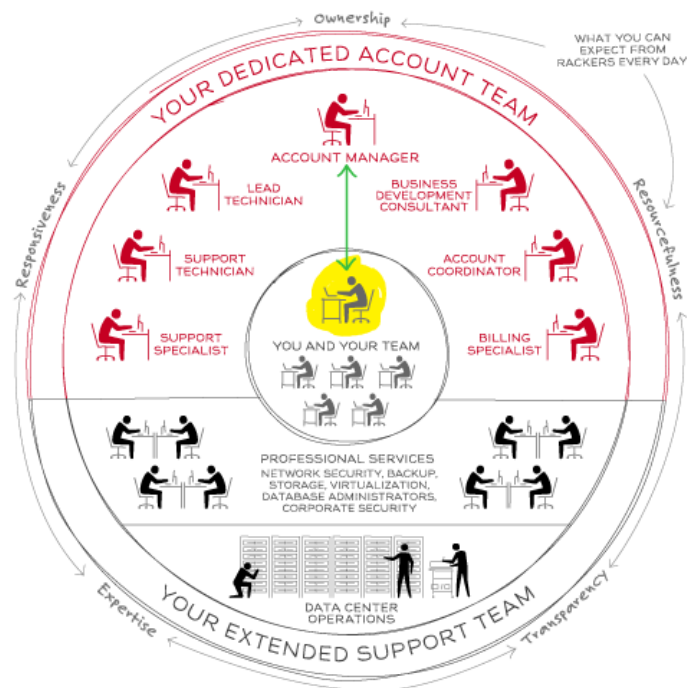
Rackspace Enterprise Support includes a dedicated Account Manager partnered with a Lead Technician. These Rackers will become intimately familiar with your business and are responsible for acting as primary points of contact for all of your needs including:

- Designing and architecting solutions that fit your business needs
- Conducting account reviews
- Participating in capacity planning discussions

The Account Team is supported by additional technical resources within Rackspace specializing in areas such as storage, virtualization, network security, and data protection. Rackspace also provides a dedicated Account Executive responsible for helping your business meet the needs of the marketplace as you grow and expand.

Your Account Executive will also take care of any contract changes or upgrades that may be required during the life of the hosting agreement. Changes to your hosted environment (such as hardware refreshes) can be requested during your partnership with us. Your Account Executive will inform you of any associated costs at the time of request.

Rackspace is dedicated to providing customers with a support experience that rivals that of the best service companies in the world. In fulfilling our vision to become one of the world's great service companies, we've built a high touch customer care front line structure with a factory type backend model. The Rackspace Model ensures that we provide services and offerings that meet the challenges of your business in the most efficient way possible while providing you a service experience like no other.



Proactive Optimization of Solution

Part of Rackspace and our Fanatical Support is making sure that COMPANY has both the resources you need and the advice and guidance needed to utilize those resources in the best manner possible. COMPANY will have a dedicated Lead Engineer who will work with you to ensure that your environment scales to your changing business needs. You can contact your dedicated Lead Technician, via phone or ticket, to assist you in planning for growth, upgrading your system, or advice on a new project. In conjunction with your Lead Technician, your dedicated Account Manager will make sure that you have access to the appropriate internal resources necessary to ensure that you reach the best decisions with Rackspace. These resources could include a Solution Engineer to help design a new configuration or redesign existing environment, a System Administrator for in depth technical discussions or a Security Administrator for specific security concerns.

Quality Assurance

Rackspace uses Six Sigma and Kaizen as our approach to continuous improvement and quality management. We believe that the customer experience is the reason we are here and we use various feedback mechanisms as the input to Kaizen projects that we execute. One such feedback mechanism is the service experience rating system outlined below.

COMPANY will have the opportunity to rate individual service experiences when closing support tickets with a Fanatical, Good, Average or Unsatisfactory rating. The End-of-Ticket-Rating (EOTR) Score: 1-4 correlate with each ticket rating (Unsatisfactory – 1, Good – 2, Average – 3, and Fanatical – 4). Average EOTR scores are trended at the team/segment level and compensation is tied to sustaining and improving scores. Percentage Fanatical is the percentage of tickets given a Fanatical rating against total rated tickets and we have consistent achievement of 70% Fanatical and higher.

Each unsatisfactory ticket is escalated to leadership levels, with requirements for the account teams to provide detailed overview of the incident, reasons for the unsatisfactory rating and description of how the situation will be remedied and prevented. Additionally, analysis is conducted to identify common themes that then drive Kaizen projects.

Additionally, Rackspace relies on a Net Promoter System (NPS)-driven customer loyalty approach to ensure that our customers are heard and our best practices reflect the diverse needs of our customers. NPS is the ultimate measure of customer loyalty and our Rackers, from leadership all the way to the front line, are trained and compensated on producing loyal “Promoter” customers.



Change Management

At Rackspace, Change Management starts with your consultative and dedicated account team. When you're managing a large-scale project or migration your Account Manager will serve as a liaison to coordinate the right resources and personnel to make your project as smooth as possible. Rackspace defines a change as any change, add, or delete for a service or configuration. All service requests will be assigned a service ticket in the MyRackspace® Customer Portal. COMPANY will be required to approve changes to your environment before the change is implemented. The full history of all tickets associated with your account will be available for review through the customer portal, thereby providing a full history of changes performed by Rackspace support personnel.

Rackspace works with a bespoke management tool (CORE) which provides CMS/CRM services which forms part of our configuration management process. All departments are educated in Rackspace configuration management processes and, although they can act individually from each other, are brought together via systems and processes to meet all of our customers' needs. It is these procedures that allow all Rackspace employees to be informed of our customers' needs and deliver a quality service.



Issue Response

We will monitor the performance and availability of the application infrastructure, backup application data and apply security patches to all server operating systems. In the event of a performance or application alert, it is also our responsibility to provide responsive service to quickly resolve the issue. Examples of possible Rackspace actions could include replacement of failed hardware, service restarts, server reboots, administrative troubleshooting, or execution of specific instructions provided by its customer.

Rackspace provides 24x7x365 support to respond to any questions or issues related to application infrastructure. Failures related to application code or unsupported software are generally escalated either to COMPANY directly, or to a third party designated as responsible for such issues.

Emergency Procedures

During the implementation process, Rackspace will work with you to create a customized set of immediate reactions. These immediate reactions define standard operating procedures in the event of a monitoring or application alert. The instructions are constantly refined through the life of our relationship. Immediate reactions typically include notification procedures defined by COMPANY, including designated contacts determined by incident type and severity.

Response Times

Rackspace live support will be available 24 hours per day, 7 days per week, 365 days a year. COMPANY may request support by opening a support ticket via the MyRackspace® Customer Portal or by calling your account team. We will respond to your support requests within the following time frames:

Emergency

Respond within 15 minutes.



Examples of emergency issues include your server, switch, or site down. You cannot access your server or site from the public Internet.

Urgent

Respond within 1 hour.

Examples of urgent issues include your server or site functioning improperly or at less than optimal performance.

Your server or site is accessible but in a reduced state (timeouts or slow response).

Standard

Respond within 4 hours.

Standard issues include all non-critical issues, such as server or site is functioning normally, but you require information or assistance on Intensive services, wish to schedule maintenance outages or help with any other non-immediate tasks. Your site is functioning with acceptable parameters, but you require assistance in loading software or have a help desk-type question.

We will contact you via support ticket, telephone call or both, depending upon the severity of the situation and any procedures we have established with you for your account.

Escalation

As part of Fanatical Support, Rackspace believes that COMPANY is entitled to direct access to top-tier technical contacts who will work with you to find a rapid solution to any issue that might arise. Our dedicated account teams collaborate with additional internal resources and/or escalate technical issues directly to our hardware or software vendors on your behalf.

Customer Responsibilities

The Rackspace support model is perfect for customers who want to maintain control of their application, but want to leverage proven expertise in solution design, infrastructure maintenance, facilities management, data protection, and network administration.

Rackspace support services are designed to supplement in-house application and administrative expertise.

Rackspace therefore will provide COMPANY full administrative access to hosted servers to facilitate data migration, code development, code deployment, and support of third-party software not covered by Rackspace services.

Maintenance Policy & Scheduling

Maintenance Policy

From time to time, Rackspace must perform essential maintenance in each of our data center facilities. These maintenances ensure that Rackspace maintains maximum service levels for customers at all times and minimizes the chance of unscheduled interruption to services.



Maintenance Schedule

Each month, excluding November and December, Rackspace schedules a maintenance window in each data center lasting no more than six hours. These maintenance windows are scheduled between 00:01 and 06:00 in the morning and are conducted in the time zone of the location of the data center.

Rackspace provides at least 10 business days' notice via ticket of any maintenance that is expected to interrupt customer services. For maintenance that is not expected to interrupt customer services, Rackspace posts a notice in the MyRackspace Customer Portal at least 3 calendar days in advance. Rackspace strives to minimize service disruption during maintenance; however, even if it is not anticipated, there is always a risk that services will be interrupted during the allotted maintenance window. The Technical Change Management Board may decide, at its discretion, to require notice via ticket or specific customer notifications for the implementation of changes that are potentially disruptive in accordance with its policies.

To prevent unplanned disruption to services, Rackspace may need to perform emergency maintenance on short notice. Rackspace may also perform maintenance to enable growth or perform upgrades to services that have an overall benefit for our customers. In each case Rackspace will provide reasonable advance notice and use all reasonable endeavors to minimize the effect that such change will have on customers' services.

Rackspace defines maintenance as follows:

Rackspace maintenance windows - modification or repairs to shared infrastructure, such as core routing or switching infrastructure that we provide notice of at least 72 hours in advance and that occurs during off peak hours in the time zone where the data center is located;

Scheduled customer maintenance – maintenance of your configuration that you request and that we schedule with you in advance (either on a case by case basis, or based on standing instructions), such as hardware or software upgrades;

Emergency maintenance – critical unforeseen maintenance needed for the security or performance of your configuration or Rackspace's network.

Availability

Each hosted solution is built according to your requirements, after the consultative process with the Rackspace team. We recommend the use of redundant components within COMPANY's dedicated environment whenever possible. This could include the use of clustered servers, Cisco load balancers, and redundant networking hardware. For customers requiring the maximum availability, Rackspace can provide hosted solutions that eliminate all single points of failure.

Rackspace provides a one-hour hardware replacement SLA for standard dedicated hardware components, such as servers, firewalls, and load balancers. This means that, should you choose an environment that includes single points of failure, Rackspace services help to mitigate risk of downtime associated with component failures.

Because Rackspace provides customers full administrative access to hosted servers, we cannot guarantee application availability. We can, however, guarantee disciplined Change Management procedures and responsiveness to support requests and monitoring alerts. The Intensive SLA carries remedies associated with incident severity levels. Please refer to the SLA document for complete details.



Scalability

Rackspace can scale solutions in several ways:

Adding or refreshing servers

Upgrading existing hardware – Adding RAM, CPU or drive capacity to an existing server

Adding managed storage – Adding or upgrading drive capacity within available direct or network attached storage options

Upgrading dedicated network devices – Rackspace does not limit customer solutions. Network capacity is, therefore, limited only by the performance of the network devices chosen to build the environment.

Scalability of the hosting infrastructure will ultimately be governed by application design. For example, at some point it may be necessary for you to split one large database into multiple smaller databases that can be placed onto separate server clusters. Rackspace will make recommendations on how best to scale the environment whenever needed; however, application-specific changes always remain a customer responsibility.

Reporting

The MyRackspace® Customer Portal enables COMPANY to edit your account details, manage users, update contact information, submit online payments, and update emergency instructions/immediate reactions.

Reporting capabilities include:



Online Incident Management System

Service requests can be made in one of three ways: by contacting your account team directly, by submitting a trouble ticket through the MyRackspace® Customer Portal (<http://my.rackspace.com>) or by calling our toll free support number. All service requests will be assigned a ticket, regardless of the method chosen to contact Rackspace. The full history of all tickets associated with the account will be available for review through our customer portal, providing you a full history of changes performed by Rackspace support personnel.

With the MyRackspace® Customer Portal, you'll get increased control through powerful self-service tools, including:

DNS Administration makes site changes more seamless

Firewall Control Panel allows you to set, manage and change access rules

Virtual Environment Management gives you increased control over your Virtual Machines (VM)

Turn VMs on and off as needed to save money

Create and store VM templates for one-hour provisioning

Create and store VM copies for rapid recovery from a VM failure

The MyRackspace® Customer Portal can be utilized to create, view, search and update tickets remotely, while you can submit, search, and view COMPANY support tickets which are delivered immediately to your dedicated Rackspace support team. Receiving daily updates is straightforward, and allows insight into your bandwidth consumption and managed backup reporting, identifying traffic patterns and bottlenecks.

The flexibility of customizable user permissions allows COMPANY to create a fully evolved management of individual and group access to your configuration and account. You'll get additional support tools and resources in our Discussion Forums, Knowledge Base Documents, and Suggestion and Message Center that enhance your MyRackspace experience.



DNS Administration

Rackspace provides DNS services at no additional cost. Full management of all domains and resource records can be performed through the DNS manager or by submitting a service request by any of the methods previously mentioned.

Bandwidth Reporting

MRTG-style graphs for all servers and devices are available within the MyRackspace® Customer Portal, along with aggregate transfer amounts for that month. Rackspace provides bandwidth allotments based upon aggregate transfer, and can optionally provide 95th percentile pricing for commitments of 20 Mbps and higher.

Backup Reporting

The MyRackspace® Customer Portal allows COMPANY to view the details of your backup environment as well as usage, history, and success/failure status. Any backup failures are logged by the backup utility software and immediately investigated.

Service Level Agreement

The Rackspace SLA covers our administrative responsibilities and includes financial penalties for any failure to render service as described within that document. A summary of the SLA follows:

100% Network Uptime

The data center network infrastructure will be available 100% of the time. "Network infrastructure" means the portion of the network extending from the outbound port on your cabinet switch to the outbound port on the border router and includes switches, routers, and cabling. Network Availability is defined as the ability to pass TCP/IP traffic with less than 3% packet loss and less than 30ms latency across the Rackspace network infrastructure.

Facilities

A/C power to the outbound port on your serving power distribution unit (PDU) will be available 100% of the time. Target ambient room temperature will be 72 degrees Fahrenheit in the server area of the datacenter and will not vary by more than +/- 5 degrees. Target Relative humidity will be 45% in the server area and will not vary by more than +/- 5%.

Hardware

Rackspace will repair or replace failed hardware components provided by Rackspace at no additional cost within one hour of problem identification by Rackspace. This guarantee does not include the time required to rebuild a RAID array, reload the operating system, reload and configure applications, and/or restore from backup.



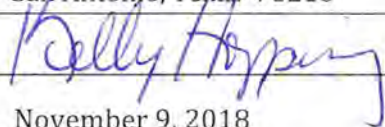
Tab 9 – Required Documents

- Ø Clean Air and Water Act / Debarment Notice
- Ø Contractors Requirements
- Ø Antitrust Certification Statements
- Ø FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- Ø Required Clauses for Federal Assistance by FTA
- Ø State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

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

Potential Vendor	Rackspace Hosting, Inc.
Print Name	Kelly Hopping
Address	1 Fanatical Place
City, State, Zip	San Antonio, Texas 78218
Authorized signature	
Date	November 9, 2018

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

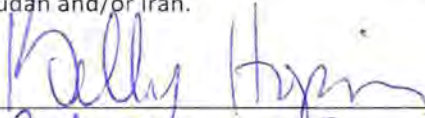
Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

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

Authorized signature

Date


Oct 30, 2018

Antitrust Certification Statements (Tex. Government Code § 2155.005)

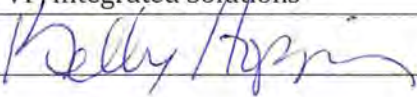
I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

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

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Rackspace Hosting, Inc.
Address	1 Fanatical Place
City/State/Zip	San Antonio, Texas 78218
Telephone No.	210-312-4000
Fax No.	210-312-4100
Email address	kelly.hopping@rackspace.com
Printed name	Kelly Hopping
Position with company	VP, Integrated Solutions
Authorized signature	

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

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

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the

termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

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

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

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

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

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

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

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

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

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

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

Request for Proposal (RFP) for Data Storage, Cloud, Converged and Data Protection

Solicitation Number: 30-18

Publication Date: Tuesday, October 2nd, 2018

Notice to Respondent:

Submittal Deadline: Tuesday, November 13th, 2018 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Tuesday, November 6th, 2018. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Data Storage, Cloud, Converged and Data Protection for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Data Storage, Cloud, Converged and Data Protection, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

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

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by
Region 14 Education Service Center
For

Data Storage, Cloud, Converged and Data Protection
On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 30-18



National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Data Storage, Cloud, Converged and Data Protection.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

- ◆ Submission of Response
 - Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
 - Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
 - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
 - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

- ◆ Required Proposal Format
 - Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

- ◆ Binder Tabs
 - Tab 1 – Master Agreement / Signature Form
 - Tab 2 – NCPA Administration Agreement
 - Tab 3 – Vendor Questionnaire
 - Tab 4 – Vendor Profile
 - Tab 5 – Products and Services / Scope
 - Tab 6 - References
 - Tab 7 - Pricing
 - Tab 8 – Value Added Products and Services
 - Tab 9 – Required Documents

- ◆ Shipping Label
 - The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.
 - From: _____
 - Company: _____
 - Address: _____
 - City, State, Zip: _____
 - Solicitation Name and Number: _____
 - Due Date and Time: _____

Tab 1 – Master Agreement

General Terms and Conditions

◆ Customer Support

- The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

◆ Disclosures

- Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

◆ Renewal of Contract

- Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

◆ Funding Out Clause

- Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
- Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

◆ Shipments (if applicable)

- The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

◆ Tax Exempt Status

- Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

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

◆ Adding authorized distributors/dealers

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

◆ Pricing

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

◆ Warranty

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

◆ Indemnity

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

◆ Franchise Tax

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

◆ Supplemental Agreements

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

◆ Certificates of Insurance

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

◆ Legal Obligations

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

◆ Protest

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

◆ Force Majeure

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

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

◆ Prevailing Wage

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

◆ Miscellaneous

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

◆ Open Records Policy

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

Process

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

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

◆ Evaluation

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

◆ Formation of Contract

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

◆ NCPA Administrative Agreement

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

◆ Clarifications / Discussions

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

◆ Multiple Awards

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

◆ Past Performance

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

Evaluation Criteria

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

Signature Form

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

Prices are guaranteed: **120 days**

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance (“NCPA”) and _____ (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Data Storage, Cloud, Converged and Data Protection;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

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

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

◆ General Provisions

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

National Cooperative Purchasing Alliance:	Vendor:	_____
Name: _____	Name: _____	
Title: _____	Title: _____	
Address: _____	Address: _____	

Signature: _____	Signature: _____	
Date: _____	Date: _____	

Tab 3 – Vendor Questionnaire

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

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

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

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

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

☐ American Samoa

☐ Northern Marina Islands

☐ Federated States of Micronesia

☐ Puerto Rico

☐ Guam

☐ U.S. Virgin Islands

☐ Midway Islands

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

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

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE

☐

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB

☐

◆ **Residency**

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

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

☐ A publically held corporation; therefore, this reporting requirement is not applicable.

☐ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

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

☐ Manufacturer Direct

☐ Certified education/government reseller

☐ Authorized Distributor

☐ Manufacturer marketing through reseller

☐ Value-added reseller

☐ Other: _____

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

▪ Purchase Orders

Contact Person: _____
Title: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email: _____

▪ Sales and Marketing

Contact Person: _____
Title: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email: _____

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☐ Yes ☐ No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☐ Yes ☐ No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.

☐ Yes ☐ No

◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
 - ◆ The following is a list of suggested (but not limited to) Data Storage, Cloud, Converged and Data Protection categories. List all categories along with manufacturer that you are responding with:
 - Data Storage
 - All-Flash & Hybrid Storage
 - NAS & Object Storage
 - Software-defined Storage
 - Servers
 - Rack Servers
 - Modular Infrastructure
 - Tower Servers
 - Systems Management Software
 - Ready Nodes
 - Data Center Infrastructure
 - Cloud Marketplace
 - Hybrid Cloud Platforms
 - Cloud-Enabled Infrastructure
 - Cloud Consumption
 - Cloud Consulting and Technology Services
 - Converged Infrastructure
 - Converged Systems
 - Hyper-converged Infrastructure
 - Data Protection
 - Data Backup and Protection Storage
 - Data Backup and Protection Software
 - Integrated Appliances
 - Networking
 - Ethernet Switches
 - Wireless Networking
 - Access Platforms
 - System Software
-

Tab 6 – References

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.
- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

Tab 7 – Pricing

- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.
- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor's List Price
 - Percent Discount to NCPA participating entities
- ◆ Submit price list electronically on Flash Drive. Include respondents name, name of solicitation, and date on media of choice.
- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

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

Potential Vendor	
Print Name	
Address	
City, Sate, Zip	
Authorized signature	
Date	

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature _____

Date _____

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

Company name	
Address	
City/State/Zip	
Telephone No.	
Fax No.	
Email address	
Printed name	
Position with company	
Authorized signature	

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

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

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

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

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

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

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

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

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

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

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

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

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

Evaluation Criteria	Point Value	<i>SysCloud, Inc.</i>	<i>Rackspace</i>	<i>Lyme</i>	<i>Double Line</i>
Pricing	40	30	30	30	35
Ability to service the contract	25	5	25	15	5
References	15	10	2	5	10
Technology	10	7	7	6	6
Value Added Products and Services	10	7	10	10	0
<u>Total</u>	<u>100</u>	<u>59</u>	<u>74</u>	<u>66</u>	<u>56</u>



Evaluation Committee for Contract:

Emily Jeffrey

Matthew Mackel

Jonathan Applegate

Vendors Awarded Under this Contract

Rackspace

DLT

Lenovo

immixGroup

EMC

Evaluation Criteria	Point Value	<i>Lenovo</i>	<i>EMC</i>	<i>DLT</i>	<i>immixGroup</i>
Pricing	40	35	40	35	35
Ability to service the contract	25	25	25	20	20
References	15	5	12	5	5
Technology	10	10	10	8	8
Value Added Products and Services	10	5	2	5	5
<u>Total</u>	<u>100</u>	<u>80</u>	<u>89</u>	<u>73</u>	<u>73</u>



Evaluation Committee for Contract:

Emily Jeffrey

Matthew Mackel

Jonathan Applegate



Data Storage, Cloud, Converged and Data Protection

Solicitation	Company	Name	Address1	City	Region	PostalCode	Phone	Email	DateCreated
Data Storage, Cloud, Converged and Data Protection	BlackHawk Data LLC	Maryann Pagano	350 5th Avenue	New York	New York	10118	5163180225	sales@blackhawk11.com	11/13/2018 4:34:21 AM
Data Storage, Cloud, Converged and Data Protection	Larabell Group, LLC	Chris Larabell	1271 Applewood	White Lake	Michigan	48386	248-716-8004	chris@larabellgroup.com	11/12/2018 9:55:49 PM
Data Storage, Cloud, Converged and Data Protection	qAS	Onvia	509 Olive Way	Seattle	Washington	98101	2063739500	sourcecmgmt@onvia.net	11/12/2018 2:40:37 PM
Data Storage, Cloud, Converged and Data Protection	qAS	Onvia	509 Olive Way	Seattle	Washington	98101	2063739500	sourcecmgmt@onvia.net	11/12/2018 2:40:34 PM
Data Storage, Cloud, Converged and Data Protection	qAS	Onviaawdsfz	509 Olive Way	Seattle	Washington	98101	2063739500	sourcecmgmt@onvia.net	11/12/2018 2:40:13 PM
Data Storage, Cloud, Converged and Data Protection	Onvia	onvia onvia	509 Olive Way, Suite 400	Seattle	Washington	98101	2063739500	sourcecmgmt2@onvia.com	11/12/2018 2:00:04 AM
Data Storage, Cloud, Converged and Data Protection	AMSYS Innovative Solutions	Deidra Sutton	8300 Bissonnet St	HOUSTON	Texas	77074	(713) 484-7786	dsutton@amsysis.com	11/8/2018 8:59:29 AM
Data Storage, Cloud, Converged and Data Protection	Rexel USA, Inc.	Edgardo Rodriguez	4150 N John Young Pkwy	Orlando	Florida	32804	4074323692	gary.rodriguez@rexelusa.com	11/8/2018 8:35:20 AM
Data Storage, Cloud, Converged and Data Protection	Lyme Computer Systems, Inc.	JOSH Longacre	240 Mechanic Street, Suite 301	Lebanon	New Hampshire	03766	6036763600	Josh@lyme.com	11/2/2018 7:47:22 AM
Data Storage, Cloud, Converged and Data Protection	qAS	Onviaawdsfz	509 Olive Way	Seattle	Washington	98101	2063739500	sourcecmgmt@onvia.net	11/1/2018 4:57:57 PM
Data Storage, Cloud, Converged and Data Protection	SysCloud Inc	Smitaa Balaji	125 Half Mile Road, Suite 200	Red Bank	New Jersey	07701	8774642930	smitaa@syscloud.com	10/31/2018 11:26:20 PM
Data Storage, Cloud, Converged and Data Protection	arxys	andy newbom	435 W Bradley ave Suite C	el cajon	California	92020	619.258.7800	andy.newbom@arxys.com	10/30/2018 4:41:45 PM
Data Storage, Cloud, Converged and Data Protection	adf	aasd AG	asd	asd	Alabama	23423	2342323423	adfasd@mail.com	10/25/2018 6:14:24 PM
Data Storage, Cloud, Converged and Data Protection	qAS	Onviaawdsfz	509 Olive Way	Seattle	Washington	98101	2063739500	sourcecmgmt@onvia.net	10/25/2018 2:23:45 PM
Data Storage, Cloud, Converged and Data Protection	Rubrik	Tim Ray	1339 Arbuckle Drive	Frisco	Texas	75033	2145044689	tim.ray@rubrik.com	10/25/2018 10:30:35 AM
Data Storage, Cloud, Converged and Data Protection	Freeit Data Solutions, Inc.	Leslie Spinks	900 East 6th Street	Austin	Texas	78702	5128189650	leslie@freeitdata.com	10/25/2018 10:13:20 AM
Data Storage, Cloud, Converged and Data Protection	SMP Corp	Rick Cool	240 Hillside Ave	Naugatuck	Connecticut	06770	4755292968	rcool@smp-corp.com	10/23/2018 1:45:54 PM
Data Storage, Cloud, Converged and Data Protection	ACP Technologies	Benjamin	950A Union Rd	West Seneca	New York	14224	7166748880	benjr@acp.us.com	10/19/2018 3:18:19 PM
Data Storage, Cloud, Converged and Data Protection	AWS	Casey Andrews	2608 Sorano Cove	Round Rock	Texas	78665	512-968-4416	cseandr@amazon.com	10/17/2018 3:43:58 PM
Data Storage, Cloud, Converged and Data Protection	School Wholesale Supplies LLC	JP DAS	2120 Donelson Pike Nashville, TN 37210	Nashville	Tennessee	37210	6155197539	jpdas@eli-usa.com	10/17/2018 12:11:37 PM
Data Storage, Cloud, Converged and Data Protection	Midwestern Higher Education Compact	Nathan Sorensen	105 Fifth Avenue South	Minneapolis	Minnesota	55401	6126772767	nathans@mhec.org	10/17/2018 9:36:15 AM
Data Storage, Cloud, Converged and Data Protection	Office Automation Systems, Limited	Eric English	1803 W. Detweiler Dr.	Peoria	Illinois	61615	3096913000	eric.english@ciancenter.com	10/16/2018 3:43:58 PM
Data Storage, Cloud, Converged and Data Protection	immixGroup, Inc.	Chauncey Kehoe	8444 Westpark Drive	McLean	Virginia	22102	703.639.1565	chauncey_kehoe@immixgroup.com	10/16/2018 2:26:13 PM
Data Storage, Cloud, Converged and Data Protection	L.I. Computer Networks, Inc.	Alexandra Erickson	1200 Veterans Hwy	Hauppauge	New York	11788	631-443-4050	alexandra.erickson@licn.com	10/16/2018 9:10:27 AM
Data Storage, Cloud, Converged and Data Protection	Onvia	Source Management	509 Olive Way	Seattle	Washington	98101	2063739500	svagency@onvia.com	10/15/2018 4:44:00 PM
Data Storage, Cloud, Converged and Data Protection	Seven Outsource	Steve Walse	113 Barksdale Professional Cen, Newark	Newark	Delaware	19711	+1 03153087852	rfpalerts@gmail.com	10/12/2018 12:56:38 AM
Data Storage, Cloud, Converged and Data Protection	Kansas State University	Cathy Oehm	2323 Anderson Ave., Suite 500	Manhattan	Kansas	66502	7855326214	cathyo@ksu.edu	10/11/2018 12:30:24 PM
Data Storage, Cloud, Converged and Data Protection	savelli	henry	2122 west state street	Trenton	New Jersey	07066	609-731-0187	henry@henrysavelli.com	10/10/2018 12:15:25 PM
Data Storage, Cloud, Converged and Data Protection	Riverbed	Chris	680 Folsom	San Francisco	California	94107	7703624493	Chris.Seguina@riverbed.com	10/9/2018 12:10:18 PM
Data Storage, Cloud, Converged and Data Protection	Presidio Networked Solutions	Andrew Cantrell	10415 Morado Circle	Austin	Texas	78759	512-795-7102	acantrell@presidio.com	10/9/2018 9:55:44 AM
Data Storage, Cloud, Converged and Data Protection	Cloud49	Nathan Wallace	6800 West Gate Blvd Ste 132-329	Austin	Texas	78745	2549138815	nwallace@cloud49.com	10/8/2018 3:38:26 PM
Data Storage, Cloud, Converged and Data Protection	DLT Solutions	Seth Anderson	2411 Dulles Corner Park, Suite 800	Herndon	Virginia	20171	703-773-1184	seth.anderson@dlt.com	10/8/2018 12:30:24 PM
Data Storage, Cloud, Converged and Data Protection	jmg	mbnm	cghghj	Alabama	4545556			kalivartathan@gmail.com	10/8/2018 11:29:32 AM
Data Storage, Cloud, Converged and Data Protection	A & T Systems	Brian Zernhelt	12200 Tech Road, Suite 200	Silver Spring	Maryland	20904	240-620-2080	sales@ats.com	10/8/2018 9:26:36 AM
Data Storage, Cloud, Converged and Data Protection	Check Point Software Technologies	Dana Gore	500 5th Ave	New York	New York	10110	6464327176	dgore@checkpoint.com	10/8/2018 8:52:31 AM
Data Storage, Cloud, Converged and Data Protection	Carahsoft Technology	Isaiah Walker	1860 Michael Faraday Dr #100	Reston	Virginia	20190	703-673-3666	isaiah.walker@carahsoft.com	10/8/2018 7:51:53 AM
Data Storage, Cloud, Converged and Data Protection	SysCloud Inc	Smitaa Balaji	125 Half Mile Road, Suite 200	Red Bank	New Jersey	07701	8774642930	smitaa@syscloud.com	10/8/2018 12:48:13 AM
Data Storage, Cloud, Converged and Data Protection	Carahsoft Technology Corporation	Delaney Jones	1860 Michael Faraday Drive	Reston	Virginia	20190	7035816727	delaney.jones@carahsoft.com	10/5/2018 2:38:04 PM
Data Storage, Cloud, Converged and Data Protection	Resource Data, Inc.	Kelley Daube	560 E 34th Ave Suite 100	Anchorage	Alaska	99503	9077437550	salesandmarketing@resourcedata.com	10/5/2018 1:09:00 PM
Data Storage, Cloud, Converged and Data Protection	Hewlett Packard Enterprise Company	Mary Reuss	3000 Hanover Street	Palo Alto	California	94304	512-319-0011	mary.reuss@hpe.com	10/5/2018 10:29:01 AM
Data Storage, Cloud, Converged and Data Protection	Hewlett Packard Enterprise Company	Mary Reuss	3000 Hanover Street	Palo Alto	California	94304	512-319-0011	mary.reuss@hpe.com	10/5/2018 10:22:07 AM
Data Storage, Cloud, Converged and Data Protection	Carahsoft Technology Corp.	Anastasia Foerschner	1860 Michael Faraday Drive	Reston	Virginia	20190	7038718647	anastasia.foerschner@carahsoft.com	10/5/2018 7:37:23 AM
Data Storage, Cloud, Converged and Data Protection	DLT Solutions	Sean Macdonald	2441 Dulles Corner Park	Herndon	Virginia	20171	5713461860	sean.macdonald@dltd.com	10/5/2018 7:02:42 AM
Data Storage, Cloud, Converged and Data Protection	aasd	aasd	asd	asd	Alabama	23423	2342323423	adfasd@mail.com	10/4/2018 7:49:26 PM
Data Storage, Cloud, Converged and Data Protection	ThunderCat Technology LLC	Kent Stokley	1925 Isaac Newton Sq. E.	RESTON	Virginia	20190	7035683378	kstokley@thundercattech.com	10/4/2018 1:52:01 PM
Data Storage, Cloud, Converged and Data Protection	Seven Outsource	Steve Walse	113 Barksdale Professional Cen, Newark	Newark	Delaware	19711	+1 03153087852	rfpalerts@gmail.com	10/4/2018 4:50:18 AM
Data Storage, Cloud, Converged and Data Protection	Alliance Technology Group	Andrew Keys	7010 High Tech Drive	Hanover	Maryland	21076	7034342939	andrew.keys@alliance-it.com	10/3/2018 1:54:23 PM
Data Storage, Cloud, Converged and Data Protection	erepublic	sophana sok	100 Blue Ravine Blvd.	Folsom	California	95630	9169321300	ssok@erepublic.com	10/3/2018 1:00:46 PM
Data Storage, Cloud, Converged and Data Protection	SHI Government Solutions	Victoria Pubylski	1301 S. Mopac Expressway	Austin	Texas	78746	512-983-6502	Victoria_Pubylski@shi.com	10/3/2018 12:56:35 PM
Data Storage, Cloud, Converged and Data Protection	Light Source	Natasha Banks	841 Hillen St, Baltimore, MD, USA, 841	Baltimore	Maryland	21202	4103261582	bankslightsource@gmail.com	10/3/2018 12:25:03 PM
Data Storage, Cloud, Converged and Data Protection	Rackspace Hosting	Jeff Valdes	1 FANATICAL PL	SAN ANTONIO	Texas	78218-2179	2106063807	jeff.valdes@rackspace.com	10/3/2018 10:54:01 AM
Data Storage, Cloud, Converged and Data Protection	Strategic Partnerships, Inc.	Taylor Perk	901 S. Mopac Expressway	Austin	Texas	78744	5125313943	tperk@partnerships.com	10/3/2018 10:53:03 AM
Data Storage, Cloud, Converged and Data Protection	Dell EMC	Cynthia Radel	One Dell Way	Round Rock	Texas	78682	231 747 9294	cyndi.radel@dell.com	10/3/2018 10:41:39 AM
Data Storage, Cloud, Converged and Data Protection	Wolfcom Enterprises	Sheryl	1700 Lincoln Ave	Pasadena	California	91103	6267949000	legal@wolfcomglobal.com	10/3/2018 9:21:37 AM
Data Storage, Cloud, Converged and Data Protection	THWilson Bonds	Sheila Smith	4586 E. Copper Ave Suite 3342	Clovis	California	93619	5598726105	thwbonds@outlook.com	10/3/2018 8:50:53 AM
Data Storage, Cloud, Converged and Data Protection	Altruant Consulting, LLC	Shane Saum	2223 Waterloo City Lane	Austin	Texas	78741	4403423723	shane.saum@altruant.com	10/3/2018 8:47:06 AM
Data Storage, Cloud, Converged and Data Protection	EMC	Michael Connelly	3001 North Rocky Point Drive East	Tampa	Florida	33607	3213700958	michael.connelly@emc.com	10/3/2018 5:51:02 AM
Data Storage, Cloud, Converged and Data Protection	5NINE Data Solutions	Aundrey Mattox	4645 Prater Way SE	Smyrna	Georgia	30080	6782093979	aundrey.mattox@5ninedata.com	10/2/2018 9:28:27 PM

#	Category 1	Category 2	Product / Service ID	Product / Service Description	Brand Name	Unit of Measure	MSRP	% off MSRP	Ceiling Price	Notes
56	Multicloud	Cloud Broker	Amazon Web Services	Full AWS Catalog of Cloud Services is available. *Discounts do not apply to reserved instances.	AWS	Per Month	Full List Prices as maintained by Amazon	3%	Discount off Full List Prices as maintained by Amazon	https://calculator.aws/#/

#	Category 1	Category 2	Product / Service ID	Product / Service Description	Brand Name	Unit of Measure	MSRP	% off MSRP	Ceiling Price	Notes
1	Multicloud		Elastic Engineering Lite Tier (25 hours)	Elastic Engineering Lite Tier (25 hours)Pod of cloud engineers who work with customers to shape cloud infrastructure outcomes, including migrations, architecture	AWS Azure GCP	Per Month	\$ 6,693.75	8%	\$ 6,158.25	
2	Multicloud		Elastic Engineering Basic Tier (40 hours)	Elastic Engineering Basic Tier (40 hours)Pod of cloud engineers who work with customers to shape cloud infrastructure outcomes, including migrations, architecture	AWS Azure GCP	Per Month	\$ 10,500.00	8%	\$ 9,660.00	
3	Multicloud		Elastic Engineering Standard Tier (50 hours)	Elastic Engineering Standard Tier (50 hours)Pod of cloud engineers who work with customers to shape cloud infrastructure outcomes, including migrations, architecture	AWS Azure GCP	Per Month	\$ 12,862.50	8%	\$ 11,833.50	
4	Multicloud		Elastic Engineering Tier 1 (80 hours)	Elastic Engineering Tier 1 (80 hours)Pod of cloud engineers who work with customers to shape cloud infrastructure outcomes, including migrations, architecture	AWS Azure GCP	Per Month	\$ 20,160.00	8%	\$ 18,547.20	
5	Multicloud		Elastic Engineering Tier 2 (130 hours)	Elastic Engineering Tier 2 (130 hours)Pod of cloud engineers who work with customers to shape cloud infrastructure outcomes, including migrations, architecture	AWS Azure GCP	Per Month	\$ 32,077.50	8%	\$ 29,511.30	
6	Multicloud		Elastic Engineering Tier 3 (270 hours)	Elastic Engineering Tier 3 (270 hours)Pod of cloud engineers who work with customers to shape cloud infrastructure outcomes, including migrations, architecture	AWS Azure GCP	Per Month	\$ 66,022.50	8%	\$ 61,292.70	
7	Multicloud		Elastic Engineering Tier 4 (400 hours)	Elastic Engineering Tier 4 (400 hours)Pod of cloud engineers who work with customers to shape cloud infrastructure outcomes, including migrations, architecture	AWS Azure GCP	Per Month	\$ 96,000.00	8%	\$ 88,320.00	
8	Multicloud	Compliance	Elastic Engineering for Government Lite Tier (25 hours)	Elastic Engineering for Government Lite Tier (25 hours)	AWS Azure GCP	Per Month	\$ 9,843.75	8%	\$ 9,056.25	
9	Multicloud	Compliance	Elastic Engineering for Government Basic Tier (40 hours)	Elastic Engineering for Government Basic Tier (40 hours)	AWS Azure GCP	Per Month	\$ 15,277.50	8%	\$ 14,055.30	
10	Multicloud	Compliance	Elastic Engineering for Government Standard Tier (50 hours)	Elastic Engineering for Government Standard Tier (50 hours)	AWS Azure GCP	Per Month	\$ 18,637.50	8%	\$ 17,146.50	
11	Multicloud	Compliance	Elastic Engineering for Government Tier 1 (80 hours)	Elastic Engineering Tier 1 (80 hours)Pod of cloud engineers who work with customers to shape cloud infrastructure outcomes, including migration landing zones	AWS Azure GCP	Per Month	\$ 28,160.00	8%	\$ 26,226.00	

12	Multicloud	Compliance	Elastic Engineering for Government Tier 2 (130 hours)	Elastic Engineering for Government Tier 2 (130 hours)	AWS Azure GCP VMware	Per Month	\$ 44,362.50	8%	\$ 40,813.50	
13	Multicloud	Compliance	Elastic Engineering for Government Tier 3 (270 hours)	Elastic Engineering for Government Tier 3 (270 hours)	AWS Azure GCP VMware	Per Month	\$ 88,095.00	8%	\$ 81,047.40	
14	Multicloud	Compliance	Elastic Engineering for Government Tier 4 (400 hours)	Elastic Engineering for Government Tier 4 (400 hours)	AWS Azure GCP VMware	Per Month	\$ 128,887.50	8%	\$ 118,576.50	
15	Multicloud		Rackspace Optimizer+ with Platform Support	24x7x365 platform support and Rackspace engineering with AWS, Azure, or GCP directly. Platform support is provided.	AWS Azure GCP VMware	% of monthly cloud infrastructure spend			% of monthly cloud infrastructure spend	Rackspace's tooling and cost optimization guidance. For
16	Multicloud		Modern Operations Standard Tier (Infrastructure Spend 0-\$4,999) & 5 hours	Modern Operations Standard Tier (Infrastructure Spend 0-\$4,999) & 5 hours	AWS Azure GCP	Per Month	\$ 927.00	8%	\$ 852.84	
17	Multicloud		Modern Operations Standard Tier (Infrastructure Spend \$5,000-\$9,999) & 10 hours	Modern Operations Standard Tier (Infrastructure Spend \$5,000-\$9,999) & 10 hours	AWS Azure GCP	Per Month	\$ 1,854.00	8%	\$ 1,705.68	
18	Multicloud		Modern Operations Standard Tier (Infrastructure Spend \$10,000-\$19,999) & 20 hours	Modern Operations Standard Tier (Infrastructure Spend \$10,000-\$19,999) & 20 hours	AWS Azure GCP	Per Month	\$ 3,708.00	8%	\$ 3,411.36	
19	Multicloud		Modern Operations Standard Tier (Infrastructure Spend \$20,000-\$29,999) & 30 hours	Modern Operations Standard Tier (Infrastructure Spend \$20,000-\$29,999) & 30 hours	AWS Azure GCP	Per Month	\$ 5,562.00	8%	\$ 5,117.04	
20	Multicloud		Modern Operations Standard Tier (Infrastructure Spend \$30,000-\$39,999) & 45 hours	Modern Operations Standard Tier (Infrastructure Spend \$30,000-\$39,999) & 45 hours	AWS Azure GCP	Per Month	\$ 8,343.00	8%	\$ 7,675.56	
21	Multicloud		Modern Operations Standard Tier (Infrastructure Spend \$40,000-\$49,999) & 55 hours	Modern Operations Standard Tier (Infrastructure Spend \$40,000-\$49,999) & 55 hours	AWS Azure GCP	Per Month	\$ 10,197.00	8%	\$ 9,381.24	

22	Multicloud		Modern Operations Standard Tier (Infrastructure Spend \$50,000-\$59,999) & 65 hours	Modern Operations Standard Tier (Infrastructure Spend \$50,000-\$59,999) & 65 hours	AWS Azure GCP	Per Month	\$ 12,051.00	8%	\$ 11,086.92	
23	Multicloud		Modern Operations Standard Tier (Infrastructure Spend \$60,000-\$69,999) & 75 hours	Modern Operations Standard Tier (Infrastructure Spend \$60,000-\$69,999) & 75 hours	AWS Azure GCP	Per Month	\$ 13,905.00	8%	\$ 12,792.60	
24	Multicloud		Modern Operations Standard Tier (Infrastructure Spend \$70,000-\$79,999) & 85 hours	Modern Operations Standard Tier (Infrastructure Spend \$70,000-\$79,999) & 85 hours	AWS Azure GCP	Per Month	\$ 15,759.00	8%	\$ 14,498.28	
25	Multicloud		Modern Operations Standard Tier (Infrastructure Spend \$80,000-\$89,999) & 95 hours	Modern Operations Standard Tier (Infrastructure Spend \$80,000-\$89,999) & 95 hours	AWS Azure GCP	Per Month	\$ 17,613.00	8%	\$ 16,203.96	
26	Multicloud		Modern Operations Standard Tier (Infrastructure Spend \$90,000-\$99,999) & 100 hours	Modern Operations Standard Tier (Infrastructure Spend \$90,000-\$99,999) & 100 hours	AWS Azure GCP	Per Month	\$ 18,540.00	8%	\$ 17,056.80	
27	Multicloud		Modern Operations Standard Tier (Infrastructure Spend \$100,000-\$149,999) & 105 hours	Modern Operations Standard Tier (Infrastructure Spend \$100,000-\$149,999) & 105 hours	AWS Azure GCP	Per Month	\$ 19,467.00	8%	\$ 17,909.64	
28	Multicloud		Modern Operations Standard Tier (Infrastructure Spend \$150,000-\$199,999) & 135 hours	Modern Operations Standard Tier (Infrastructure Spend \$150,000-\$199,999) & 135 hours	AWS Azure GCP	Per Month	\$ 25,029.00	8%	\$ 23,026.68	
29	Multicloud		Modern Operations Standard Tier (Infrastructure Spend \$200,000-\$299,999) & 160 hours	Modern Operations Standard Tier (Infrastructure Spend \$200,000-\$299,999) & 160 hours	AWS Azure GCP	Per Month	\$ 29,664.00	8%	\$ 27,290.88	
30	Multicloud		Modern Operations Standard Tier (Infrastructure Spend \$300,000-\$399,999) & 200 hours	Modern Operations Standard Tier (Infrastructure Spend \$300,000-\$399,999) & 200 hours	AWS Azure GCP	Per Month	\$ 37,080.00	8%	\$ 34,113.60	

31	Multicloud		Modern Operations Standard Tier (Infrastructure Spend \$400,000+) & 245 hours	Modern Operations Standard Tier (Infrastructure	AWS Azure GCP	Per Month	\$ 45,423.00	8%	\$ 41,789.16	
32	Multicloud		Modern Operations Standard Tier Bundle (Infrastructure Spend 0-\$4999) & 5 hours	Modern Operations Standard Tier (Infrastructure	AWS Azure GCP	Per Month	\$ 927.00	8%	\$ 852.84	
33	Multicloud		Modern Operations Standard Tier Bundle (Infrastructure Spend \$5,000-\$9,999) & 5 hours	Modern Operations Standard Tier (Infrastructure	AWS Azure GCP	Per Month	\$ 927.00	8%	\$ 852.84	
34	Multicloud		Modern Operations Standard Tier Bundle (Infrastructure Spend \$10,000-\$19,999) & 10 hours	Modern Operations Standard Tier (Infrastructure	AWS Azure GCP	Per Month	\$ 1,854.00	8%	\$ 1,705.68	
35	Multicloud		Modern Operations Standard Tier Bundle (Infrastructure Spend \$20,000-\$29,999) & 15 hours	Modern Operations Standard Tier (Infrastructure	AWS Azure GCP	Per Month	\$ 2,781.00	8%	\$ 2,558.52	
36	Multicloud		Modern Operations Standard Tier Bundle (Infrastructure Spend \$30,000-\$39,999) & 20 hours	Modern Operations Standard Tier (Infrastructure	AWS Azure GCP	Per Month	\$ 3,708.00	8%	\$ 3,411.36	
37	Multicloud		Modern Operations Standard Tier Bundle (Infrastructure Spend \$40,000-\$49,999) & 25 hours	Modern Operations Standard Tier (Infrastructure	AWS Azure GCP	Per Month	\$ 4,635.00	8%	\$ 4,264.20	
38	Multicloud		Modern Operations Standard Tier Bundle (Infrastructure Spend \$50,000-\$59,999) & 30 hours	Modern Operations Standard Tier (Infrastructure	AWS Azure GCP	Per Month	\$ 5,562.00	8%	\$ 5,117.04	
39	Multicloud		Modern Operations Standard Tier Bundle (Infrastructure Spend \$60,000-\$69,999) & 35 hours	Modern Operations Standard Tier (Infrastructure	AWS Azure GCP	Per Month	\$ 6,489.00	8%	\$ 5,969.88	
40	Multicloud		Modern Operations Standard Tier Bundle (Infrastructure Spend \$70,000-\$79,999) & 40 hours	Modern Operations Standard Tier (Infrastructure	AWS Azure GCP	Per Month	\$ 7,416.00	8%	\$ 6,822.72	

41	Multicloud		Modern Operations Standard Tier Bundle (Infrastructure Spend \$80,000-\$89,999) & 45 hours	Modern Operations Standard Tier (Infrastructure	AWS Azure GCP	Per Month	\$ 8,343.00	8%	\$ 7,675.56	
42	Multicloud		Modern Operations Standard Tier Bundle (Infrastructure Spend \$90,000-\$99,999) & 50 hours	Modern Operations Standard Tier (Infrastructure	AWS Azure GCP	Per Month	\$ 9,270.00	8%	\$ 8,528.40	
43	Multicloud		Modern Operations Standard Tier Bundle (Infrastructure Spend \$100,000-\$149,999) & 55 hours	Modern Operations Standard Tier (Infrastructure	AWS Azure GCP	Per Month	\$ 10,197.00	8%	\$ 9,381.24	
44	Multicloud		Modern Operations Standard Tier Bundle (Infrastructure Spend \$150,000-\$199,999) & 60 hours	Modern Operations Standard Tier (Infrastructure	AWS Azure GCP	Per Month	\$ 11,124.00	8%	\$ 10,234.08	
45	Multicloud		Modern Operations Standard Tier Bundle (Infrastructure Spend \$200,000-\$299,999) & 65 hours	Modern Operations Standard Tier (Infrastructure	AWS Azure GCP	Per Month	\$ 12,051.00	8%	\$ 11,086.92	
46	Multicloud		Modern Operations Standard Tier Bundle (Infrastructure Spend \$300,000-\$399,999) & 70 hours	Modern Operations Standard Tier (Infrastructure	AWS Azure GCP	Per Month	\$ 12,978.00	8%	\$ 11,939.76	
47	Multicloud		Modern Operations Standard Tier Bundle (Infrastructure Spend \$400,000+) & 75 hours	Modern Operations Standard Tier (Infrastructure	AWS Azure GCP	Per Month	\$ 13,905.00	8%	\$ 12,792.60	
48	Multicloud		Modern Operations Standard Tier Additional block (5 hours)	Modern Operations Standard Tier Additional b	AWS Azure GCP	Per Month	\$ 927.00	8%	\$ 852.84	
49	Multicloud		Modern Operations Standard Tier Additional block (10 hours)	Modern Operations Standard Tier Additional b	AWS Azure GCP	Per Month	\$ 1,761.30	8%	\$ 1,620.40	
50	Multicloud		Modern Operations Standard Tier Additional block (20 hours)	Modern Operations Standard Tier Additional b	AWS Azure GCP	Per Month	\$ 3,337.20	8%	\$ 3,070.22	
51	Multicloud		Modern Operations Standard Tier Additional block (40 hours)	Modern Operations Standard Tier Additional b	AWS Azure GCP	Per Month	\$ 6,303.60	8%	\$ 5,799.31	

52	Multicloud		Modern Operations Premium Tier Additional block (16 hours)	Modern Operations Premium Tier Additional block (16 hours)	AWS Azure GCP	Per Month	\$ 5,191.20	8%	\$ 4,775.90	
53	Multicloud		Modern Operations Premium Tier Additional block (40 hours)	Modern Operations Premium Tier Additional block (40 hours)	AWS Azure GCP	Per Month	\$ 11,948.00	8%	\$ 10,992.16	
54	Multicloud		Modern Operations Premium Tier Additional block (80 hours)	Modern Operations Premium Tier Additional block (80 hours)	AWS Azure GCP	Per Month	\$ 22,660.00	8%	\$ 20,847.20	
55	Multicloud		Modern Operations Premium Tier Additional block (160 hours)	Modern Operations Premium Tier Additional block (160 hours)	AWS Azure GCP	Per Month	\$ 42,848.00	8%	\$ 39,420.16	
56	Multicloud	Cloud Broker	Amazon Web Services	Full AWS Catalog of Cloud Services is available. *Discounts do not apply to reserved instances.	AWS	Per Month	Full List Prices as maintained by Amazon	3%	Discount off Full List Prices as maintained by Amazon	https://calculator.aws/#/
57	Multicloud	Cloud Broker	Microsoft Azure Services	Full Microsoft Azure catalog of cloud services is available. Additional requirements for support.	Azure	Per Month	Full List Prices as maintained by Microsoft	8%	Full List Prices as maintained by Microsoft	https://azure.microsoft.com/support/pricing/calculator/
58	Multicloud	Cloud Broker	Google Cloud Platform Services	Full Google Cloud catalog of cloud services is available. Additional requirements for support.	GCP	Per Month	Full List Prices as maintained by Google	26%	Full List Prices as maintained by Google	https://cloud.google.com/products/calculator
59	Multicloud		Rackspace Government Cloud on AWS (Small)	Small: 10 VMsIncludes AWS consumption Commitment	AWS	Per Month	\$ 18,231.99	5%	\$ 17,320.39	
60	Multicloud		Rackspace Government Cloud on AWS (Medium)	Medium: 25 VMsIncludes AWS consumption Commitment	AWS	Per Month	\$ 27,533.88	5%	\$ 26,157.19	
61	Multicloud		Rackspace Government on AWS (Large)	Large: 100 VMsIncludes AWS consumption Commitment	AWS	Per Month	\$ 74,041.80	5%	\$ 70,339.71	
62	Multicloud		Rackspace Government Cloud on VMware (Small)	Small: 10 VMsvCore: 40 RAM: 160GBStorage: 1TB	VMware	Per Month	\$ 23,173.38	5%	\$ 22,014.71	
63	Multicloud		Rackspace Government Cloud on VMware (Medium)	Small: 25 VMsvCore: 100RAM: 400GBStorage: 1TB	VMware	Per Month	\$ 40,730.64	5%	\$ 38,694.11	
64	Multicloud		Rackspace Government on VMware (Large)	Small: 100 VMsvCore: 400RAM: 1,600GBStorage: 1TB	VMware	Per Month	\$ 128,517.96	5%	\$ 122,092.06	
65	Multicloud		SDDC Enterprise - VXRail General Use	HA 10G Firewalls, HA 10G Switches, 4 managed nodes	VMware	Per Month	\$ 90,675.00	20%	\$ 72,540.00	
66	Multicloud		SDDC Enterprise - General Use (additional node)	1 additional general use node96 vCPU, 576 GB RAM	VMware	Per Month	\$ 4,303.38	20%	\$ 3,442.70	
67	Multicloud		SDDC Enterprise - VXRail Storage Optimized	HA 10G Firewalls, HA 10G Switches, 4 managed nodes	VMware	Per Month	\$ 142,234.62	20%	\$ 113,787.70	
68	Multicloud		SDDC Enterprise - Storage Optimized (additional node)	1 additional storage optimized node144 vCPU, 1.5TB RAM	VMware	Per Month	\$ 8,842.38	20%	\$ 7,073.90	
69	Multicloud		SDDC Enterprise - VXRail Compute Optimized	HA 10G Firewalls, HA 10G Switches, 4 managed nodes	VMware	Per Month	\$ 120,059.34	20%	\$ 96,047.48	

70	Multicloud		SDDC Enterprise - Compute Optimized (additional node)	1 additional compute optimized node144 vCPU	VMware	Per Month	\$ 7,808.10	20%	\$ 6,246.48	
71	Multicloud		SDDC Business - Fully Managed - Small	HA 10G Firewalls, HA 10G Switches, HA Load B	VMware	Per Month	\$ 19,557.48	20%	\$ 15,645.98	
72	Multicloud		SDDC Business - Fully Managed (Additional Node Small)	1 additional small compute node72 vCPU, 192	VMware	Per Month	\$ 2,572.44	20%	\$ 2,057.95	
73	Multicloud		SDDC Business - Fully Managed - Medium	HA 10G Firewalls, HA 10G Switches, HA Load B	VMware	Per Month	\$ 39,440.34	20%	\$ 31,552.27	
74	Multicloud		SDDC Business - Fully Managed (Additional Node Medium)	1 additional Medium compute node120 vCPU,	VMware	Per Month	\$ 3,657.72	20%	\$ 2,926.18	
75	Multicloud		SDDC Business - Fully Managed - Large	HA 10G Firewalls, HA 10G Switches, HA Load B	VMware	Per Month	\$ 70,240.26	20%	\$ 56,192.21	
76	Multicloud		SDDC Business - Fully Managed (Additional Node Large)	1 additional Large compute node120 vCPU, 76	VMware	Per Month	\$ 3,657.72	20%	\$ 2,926.18	
77	Multicloud		SDDC Flex - Data Protection	Cohesity storage utilized (pre-dedupe)	VMware	Per GB	\$ 0.08	3%	\$ 0.08	
78	Multicloud		SDDC Flex - External Network Transmit	Egress data from edge gateway - consumption	VMware	Per TB (1,000,000 MB)	\$ 69.36	3%	\$ 67.28	Consumption based and sold at \$0.00006936 per MB. This TB price is an example to show the discount.
79	Multicloud		SDDC Flex - VM Size gp1.2	General Purpose VM 1 vCPU 2 GB RAM	VMware	Per Month	\$ 28.82	3%	\$ 27.95	
80	Multicloud		SDDC Flex - VM Size gp1.4	General Purpose VM 1 vCPU 4 GB RAM	VMware	Per Month	\$ 38.35	3%	\$ 37.20	
81	Multicloud		SDDC Flex - VM Size gp2.2	General Purpose VM 2 vCPU 2 GB RAM	VMware	Per Month	\$ 47.95	3%	\$ 46.51	
82	Multicloud		SDDC Flex - VM Size gp2.4	General Purpose VM 2 vCPU 4 GB RAM	VMware	Per Month	\$ 57.56	3%	\$ 55.83	
83	Multicloud		SDDC Flex - VM Size gp2.6	General Purpose VM 2 vCPU 6 GB RAM	VMware	Per Month	\$ 67.17	3%	\$ 65.15	
84	Multicloud		SDDC Flex - VM Size gp2.8	General Purpose VM 2 vCPU 8 GB RAM	VMware	Per Month	\$ 76.77	3%	\$ 74.46	
85	Multicloud		SDDC Flex - VM Size mo2.12	Memory Optimized VM 2 vCPU 12 GB RAM	VMware	Per Month	\$ 95.98	3%	\$ 93.10	
86	Multicloud		SDDC Flex - VM Size mo2.16	Memory Optimized VM 2 vCPU 16 GB RAM	VMware	Per Month	\$ 115.12	3%	\$ 111.66	
87	Multicloud		SDDC Flex - VM Size gp4.4	General Purpose VM 4 vCPU 4 GB RAM	VMware	Per Month	\$ 95.98	3%	\$ 93.10	
88	Multicloud		SDDC Flex - VM Size gp4.8	General Purpose VM 4 vCPU 8 GB RAM	VMware	Per Month	\$ 115.12	3%	\$ 111.66	
89	Multicloud		SDDC Flex - VM Size gp4.12	General Purpose VM 4 vCPU 12 GB RAM	VMware	Per Month	\$ 134.32	3%	\$ 130.29	
90	Multicloud		SDDC Flex - VM Size gp 4.16	General Purpose VM 4 vCPU 16 GB RAM	VMware	Per Month	\$ 153.54	3%	\$ 148.93	
91	Multicloud		SDDC Flex - VM Size mo4.20	Memory Optimized VM 4 vPCU 20 GB RAM	VMware	Per Month	\$ 172.75	3%	\$ 167.56	
92	Multicloud		SDDC Flex - VM Size mo4.24	Memory Optimized VM 4 vPCU 24 GB RAM	VMware	Per Month	\$ 191.88	3%	\$ 186.13	
93	Multicloud		SDDC Flex - VM Size mo4.32	Memory Optimized VM 4 vPCU 32 GB RAM	VMware	Per Month	\$ 230.31	3%	\$ 223.40	

94	Multicloud		SDDC Flex - VM Size gp8.16	General Purpose VM 8 vCPU 16 GB RAM	VMware	Per Month	\$ 230.31	3%	\$ 223.40	
95	Multicloud		SDDC Flex - VM Size gp8.24	General Purpose VM 8 vCPU 24 GB RAM	VMware	Per Month	\$ 268.65	3%	\$ 260.59	
96	Multicloud		SDDC Flex - VM Size gp8.32	General Purpose VM 8 vCPU 32 GB RAM	VMware	Per Month	\$ 307.07	3%	\$ 297.86	
97	Multicloud		SDDC Flex - VM Size mo8.64	Memory Optimized VM 8 vCPU 64 GB RAM	VMware	Per Month	\$ 460.61	3%	\$ 446.79	
98	Multicloud		SDDC Flex - VM Size gp16.64	General Purpose VM 16 vCPU 64 GB RAM	VMware	Per Month	\$ 614.14	3%	\$ 595.72	
99	Multicloud		SDDC Flex - VM Size gp24.96	General Purpose VM 24 vCPU 96 GB RAM	VMware	Per Month	\$ 921.14	3%	\$ 893.51	
100	Multicloud		SDDC Flex - VM Size gp32.128	General Purpose VM 32 vCPU 128 GB RAM	VMware	Per Month	\$ 1,228.22	3%	\$ 1,191.38	
101	Multicloud		SDDC Flex - VM Size gp48.192	General Purpose VM 48 vCPU 192 GB RAM	VMware	Per Month	\$ 1,842.36	3%	\$ 1,787.09	
102	Multicloud		SDDC Flex - Guest OS Licensing - Windows	All Supported Windows Operating Systems	VMware	Per Month	\$ 69.84	3%	\$ 67.74	
103	Multicloud		SDDC Flex - Guest OS Licensing - Red Hat Enterprise Linux	All Supported RHEL Operating Systems	VMware	Per Month	\$ 83.99	3%	\$ 81.47	
104	Multicloud		SDDC Flex - Database Licensing - SQL Enterprise	Per 2 vCPU (minimum of 4 vCPU per instance)	VMware	Per Month	\$ 737.60	3%	\$ 715.47	
105	Multicloud		SDDC Flex - Database Licensing - SQL Standard	Per 2 vCPU (minimum of 4 vCPU per instance)	VMware	Per Month	\$ 192.40	3%	\$ 186.63	
106	Multicloud		SDDC Flex - Database Licensing - SQL Web	Per 2 vCPU (minimum of 4 vCPU per instance)	VMware	Per Month	\$ 12.07	3%	\$ 11.70	
107	Multicloud		SDDC Flex - Storage Policy - Capacity	1 IOPS per GB	VMware	Per Month	\$ 0.08	3%	\$ 0.08	
108	Multicloud		SDDC Flex - Storage Policy - Standard	5 IOPS per GB	VMware	Per Month	\$ 0.12	3%	\$ 0.12	
109	Multicloud		SDDC Flex - Storage Policy - Performance	10 IOPS per GB	VMware	Per Month	\$ 0.18	3%	\$ 0.18	
110	Multicloud		VM Management OS Administration - Managed	VM Management - Managed OS Administration	VMware	Per VM	\$ 52.50	3%	\$ 50.93	
111	Multicloud		VM Management - Managed OS Monitoring	VM Management - Managed OS Monitoring - add	VMware	Per VM	\$ 78.75	3%	\$ 76.39	
112	Multicloud		VM Management - Managed OS Patching	VM Management - Managed OS Patching - add	VMware	Per VM	\$ 26.25	3%	\$ 25.46	
113	Multicloud		VM Management - Anti-Virus Licensing	VM Management - Anti-Virus Licensing - add c	VMware	Per VM	\$ 15.75	3%	\$ 15.28	
114	Multicloud		Data Freedom Airgap (285 TB) set up	One time set up fee for 285 TB of Data Freedom	VMware	One-Time	\$ 5,980.26	3%	\$ 5,800.85	
115	Multicloud		Data Freedom Airgap (285 TB)	285 TB Back-up and Storage solution designed	VMware	Per Month	\$ 18,592.56	3%	\$ 18,034.78	

116	Multicloud		Data Freedom Airgap (655 TB) set up	One time set up fee for 665 TB of Data Freedom	VMware	One-Time	\$ 6,837.06	3%	\$ 6,631.95	
117	Multicloud		Data Freedom Airgap (655 TB)	665 TB Back-up and Storage solution designed	VMware	Per Month	\$ 28,268.28	3%	\$ 27,420.23	
118	Multicloud		Data Freedom Airgap (1.3 PB) set up	One time set up fee for 1.3 PB of Data Freedom	VMware	One-Time	\$ 6,837.06	3%	\$ 6,631.95	
119	Multicloud		Data Freedom Airgap (1.4 PB)	1.3 PB Back-up and Storage solution designed	VMware	Per Month	\$ 30,545.94	3%	\$ 29,629.56	
120	Multicloud		Rackspace Data Center in a Box Large	Rackspace Data Center in a Box Large, requires purchase of		Per Month	\$ 81,056.09	3%	\$ 78,624.40	
121	Multicloud		Rackspace Data Center in a Box Medium	Rackspace Data Center in a Box Medium, requires purchase of		Per Month	\$ 39,435.61	3%	\$ 38,252.54	
122	Multicloud		Rackspace Data Center in a Box Small	Rackspace Data Center in a Box Small, requires purchase of		Per Month	\$ 18,478.69	3%	\$ 17,924.33	
123	Multicloud		Rackspace Data Center in a Box Micro	Rackspace Data Center in a Box Micro, requires purchase of		Per Month	\$ 6,695.92	3%	\$ 6,495.04	
124	Professional Services	Advisory	Senior Advisory Consultant, Advisory			Per Hour	\$ 306.00	15%	\$ 260.10	
125	Professional Services	Advisory	Advisory Consultant, Advisory			Per Hour	\$ 229.50	15%	\$ 195.08	
126	Professional Services	ALL	Practice Lead			Per Hour	\$ 408.00	15%	\$ 346.80	
127	Professional Services	ALL	Subject Matter Expert (SME)			Per Hour	\$ 408.00	15%	\$ 346.80	
128	Professional Services	Security GRC	Security Architect, Security GRC			Per Hour	\$ 290.70	15%	\$ 247.10	
129	Professional Services	Security GRC	Security Consultant, Security GRC			Per Hour	\$ 255.00	15%	\$ 216.75	
130	Professional Services	Security GRC	Security Engineer, Security GRC			Per Hour	\$ 244.80	15%	\$ 208.08	
131	Professional Services	Cloud Architecture & Engineering	Senior Solutions Architect, Cloud Architecture & Engineering			Per Hour	\$ 331.50	15%	\$ 281.78	
132	Professional Services	Cloud Architecture & Engineering	Solutions Architect (SA), Cloud Architecture & Engineering			Per Hour	\$ 290.70	15%	\$ 247.10	
133	Professional Services	Cloud Architecture & Engineering	Senior Cloud Engineer (CE), Cloud Architecture & Engineering			Per Hour	\$ 270.30	15%	\$ 229.76	
134	Professional Services	Cloud Architecture & Engineering	Cloud Engineer (CE), Cloud Architecture & Engineering			Per Hour	\$ 244.80	15%	\$ 208.08	

135	Professional Services	Cloud Native Development	Senior Solutions Architect, Cloud Native Development			Per Hour	\$ 331.50	15%	\$ 281.78	
136	Professional Services	Cloud Native Development	Solutions Architect, Cloud Native Development			Per Hour	\$ 290.70	15%	\$ 247.10	
137	Professional Services	Cloud Native Development	Senior Software Development Engineer (SDE), Cloud Native Development			Per Hour	\$ 270.30	15%	\$ 229.76	
138	Professional Services	Cloud Native Development	Software Development Engineer (SDE), Cloud Native Development			Per Hour	\$ 244.80	15%	\$ 208.08	
139	Professional Services	Cloud Native Development	Hardware Engineer (HWE), Cloud Native Development			Per Hour	\$ 290.70	15%	\$ 247.10	
140	Professional Services	Cloud Native Development	Firmware Engineer (FWE), Cloud Native Development			Per Hour	\$ 249.90	15%	\$ 212.42	
141	Professional Services	Service Delivery	Account Principal, or Principal Consultant, Service Delivery			Per Hour	\$ 382.50	15%	\$ 325.13	
142	Professional Services	Service Delivery	Managing Consultant, Service Delivery			Per Hour	\$ 306.00	15%	\$ 260.10	
143	Professional Services	Service Delivery	Program Manager, Service Delivery			Per Hour	\$ 270.30	15%	\$ 229.76	
144	Professional Services	Service Delivery	Engagement Manager (EM), Service Delivery			Per Hour	\$ 234.60	15%	\$ 199.41	
145	Professional Services	Service Delivery	Project Manager, Service Delivery			Per Hour	\$ 224.40	15%	\$ 190.74	
146	Professional Services	Service Delivery	Business Analyst (BA), Service Delivery			Per Hour	\$ 204.00	15%	\$ 173.40	
147	Professional Services	Data Science & Engineering	Senior Data Scientist (SDS), Data Science & Engineering			Per Hour	\$ 341.70	15%	\$ 290.45	
148	Professional Services	Data Science & Engineering	Data Scientist (DS), Data Science & Engineering			Per Hour	\$ 306.00	15%	\$ 260.10	
149	Professional Services	Data Science & Engineering	Senior Solutions Architect (SSA), Data Science & Engineering			Per Hour	\$ 331.50	15%	\$ 281.78	

150	Professional Services	Data Science & Engineering	Solutions Architect (SA), Data Science & Engineering			Per Hour	\$ 290.70	15%	\$ 247.10	
151	Professional Services	Data Science & Engineering	Senior Data Engineer (DE), Data Science & Engineering			Per Hour	\$ 270.30	15%	\$ 229.76	
152	Professional Services	Data Science & Engineering	Data Engineer (DE), Data Science & Engineering			Per Hour	\$ 244.80	15%	\$ 208.08	
153	Professional Services	Data Science & Engineering	Senior DBA, Data Science & Engineering			Per Hour	\$ 249.90	15%	\$ 212.42	
154	Professional Services	Data Science & Engineering	DBA, Data Science & Engineering			Per Hour	\$ 229.50	15%	\$ 195.08	
155	Professional Services	ERP	Solutions Architect, ERP			Per Hour	\$ 214.20	15%	\$ 182.07	
156	Professional Services	ERP	Functional Consultant, ERP			Per Hour	\$ 188.70	15%	\$ 160.40	
157	Professional Services	ERP	Functional Consultant - Specialty Products, ERP			Per Hour	\$ 204.00	15%	\$ 173.40	
158	Professional Services	ERP	Technical Lead, ERP			Per Hour	\$ 188.70	15%	\$ 160.40	
159	Professional Services	ERP	Developer, ERP			Per Hour	\$ 163.20	15%	\$ 138.72	
160	Professional Services	ERP SAP	Basis Consultant, ERP			Per Hour	\$ 173.40	15%	\$ 147.39	
161	Professional Services	ERP Oracle	Apps DBA, ERP			Per Hour	\$ 239.70	15%	\$ 203.75	
162	Professional Services	Productivity	Specialty Architect, Productivity			Per Hour	\$ 255.00	15%	\$ 216.75	
163	Professional Services	Productivity	Sr. Specialty Engineer, Productivity			Per Hour	\$ 224.40	15%	\$ 190.74	
164	Professional Services	Productivity	Specialty Engineer, Productivity			Per Hour	\$ 168.30	15%	\$ 143.06	
165	Professional Services	Productivity - Delivery	Program Manager, Productivity - Delivery			Per Hour	\$ 270.30	15%	\$ 229.76	
166	Professional Services	Productivity - Delivery	Project Manager, Productivity - Delivery			Per Hour	\$ 224.40	15%	\$ 190.74	
167	Rackspace Application Services (RAS)		Elastic Engineering for ERP Lite Tier (25 hours)	Elastic Engineering Lite Tier (25 hours)Pod of a private Soft engineer who work with customer team	SAP Oracle EBS Private Soft engineer who work with customer team	Per Month	\$ 4,162.50	5%	\$ 4,239.00	comes, including migration, configurations, archi
168	Rackspace Application Services (RAS)		Elastic Engineering for ERP Basic Tier (40 hours)	Elastic Engineering Basic Tier (40 hours)Pod of a private Soft engineer who work with customer team	SAP Oracle EBS Private Soft engineer who work with customer team	Per Month	\$ 6,936.00	5%	\$ 7,589.00	comes, including migration, configurations, archi

169	Rackspace Application Services (RAS)		Elastic Engineering for ERP Standard Tier (50 hours)	Elastic Engineering Standard Tier (50 hours)Pod of application servers	SAP Oracle EBS PeopleSoft Per Month	Per Month	With 15,000 users who work with 15,000 users	5%	\$ 7,991.25	Outcomes, including migration, configurations,
170	Rackspace Application Services (RAS)		Elastic Engineering for ERP Tier 1 (80 hours)	Elastic Engineering Tier 1 (80 hours)Pod of application servers	SAP Oracle EBS PeopleSoft Per Month	Per Month	With 18,056.00 users who work with 18,056.00 users	5%	\$ 10,408.20	Outcomes, including migration, configurations, architecture,
171	Rackspace Application Services (RAS)		Elastic Engineering for ERP Tier 2 (130 hours)	Elastic Engineering Tier 2 (130 hours)Pod of application servers	SAP Oracle EBS PeopleSoft Per Month	Per Month	With 20,553.00 users who work with 20,553.00 users	5%	\$ 12,521.35	Outcomes, including migration, configurations, architecture,
172	Rackspace Application Services (RAS)		Elastic Engineering for ERP Tier 3 (270 hours)	Elastic Engineering Tier 3 (270 hours)Pod of application servers	SAP Oracle EBS PeopleSoft Per Month	Per Month	With 30,933.00 users who work with 30,933.00 users	5%	\$ 17,931.35	Outcomes, including migration, configurations, architecture,
173	Rackspace Application Services (RAS)		Elastic Engineering for ERP Tier 4 (400 hours)	Elastic Engineering Tier 4 (400 hours)Pod of application servers	SAP Oracle EBS PeopleSoft Per Month	Per Month	With 57,020.00 users who work with 57,020.00 users	5%	\$ 24,264.00	Outcomes, including migration, configurations, architecture,
174	Rackspace Application Services (RAS)		Oracle ERP Technical Support (Basic Complexity) - Small (3 instances)	Basic Complexity, Small (3 instances)	Oracle E-Business Suite (EBS) PeopleSoft Per Month	Per Month	\$ 3,585.95	5%	\$ 3,406.66	
175	Rackspace Application Services (RAS)		Oracle ERP Technical Support (Basic Complexity) - Medium (5 instances)	Basic Complexity, Medium (5 instances)	Oracle E-Business Suite (EBS) PeopleSoft Per Month	Per Month	\$ 5,976.59	5%	\$ 5,677.76	
176	Rackspace Application Services (RAS)		Oracle ERP Technical Support (Basic Complexity) - Large (10 instances)	Basic Complexity, Large (10 instances)	Oracle E-Business Suite (EBS) PeopleSoft Per Month	Per Month	\$ 11,953.18	5%	\$ 11,355.52	
177	Rackspace Application Services (RAS)		Oracle ERP Technical Support (Average Complexity) - Small (3 instances)	Average Complexity, Small (3 instances)	Oracle E-Business Suite (EBS) PeopleSoft Per Month	Per Month	\$ 4,781.25	5%	\$ 4,542.19	
178	Rackspace Application Services (RAS)		Oracle ERP Technical Support (Average Complexity) - Medium (5 instances)	Average Complexity, Medium (5 instances)	Oracle E-Business Suite (EBS) PeopleSoft Per Month	Per Month	\$ 7,968.75	5%	\$ 7,570.31	
179	Rackspace Application Services (RAS)		Oracle ERP Technical Support (Average Complexity) - Large (10 instances)	Average Complexity, Large (10 instances)	Oracle E-Business Suite (EBS) PeopleSoft Per Month	Per Month	\$ 15,937.50	5%	\$ 15,140.63	

180	Rackspace Application Services (RAS)		Oracle ERP Technical Support (Moderate Complexity) - Small (3 instances)	Moderate Complexity, Small (3 instances)	Oracle E- Business Suite (EBS) PeopleSoft	Per Month	\$ 7,171.88	5%	\$ 6,813.28	
181	Rackspace Application Services (RAS)		Oracle ERP Technical Support (Moderate Complexity) - Medium (5 instances)	Moderate Complexity, Medium (5 instances)	Oracle E- Business Suite (EBS) PeopleSoft	Per Month	\$ 11,953.13	5%	\$ 11,355.47	
182	Rackspace Application Services (RAS)		Oracle ERP Technical Support (Moderate Complexity) - Large (10 instances)	Moderate Complexity, Large (10 instances)	Oracle E- Business Suite (EBS) PeopleSoft	Per Month	\$ 23,906.25	5%	\$ 22,710.94	
183	Rackspace Application Services (RAS)		Oracle ERP Technical Support (High Complexity) - Small (3 instances)	High Complexity, Small (3 instances)	Oracle E- Business Suite (EBS) PeopleSoft	Per Month	\$ 9,562.50	5%	\$ 9,084.38	
184	Rackspace Application Services (RAS)		Oracle ERP Technical Support (High Complexity) - Medium (5 instances)	High Complexity, Medium (5 instances)	Oracle E- Business Suite (EBS) PeopleSoft	Per Month	\$ 15,937.50	5%	\$ 15,140.63	
185	Rackspace Application Services (RAS)		Oracle ERP Technical Support (High Complexity) - Large (10 instances)	High Complexity, Large (10 instances)	Oracle E- Business Suite (EBS) PeopleSoft	Per Month	\$ 31,875.00	5%	\$ 30,281.25	
186	Rackspace Application Services (RAS)		Remote ERP Operating System Management (Tier 1)	Linux or Windows (Device = Server / VM / Node)	Oracle E- Business Suite (EBS) PeopleSoft	Per Device/ Per Month	\$ 153.00	5%	\$ 145.35	
187	Rackspace Application Services (RAS)		Remote ERP Operating System Management (Tier 2)	SUSE or Solaris (Device = Server / VM / Node)	Oracle E- Business Suite (EBS) PeopleSoft	Per Device/ Per Month	\$ 382.50	5%	\$ 363.38	
188	Rackspace Application Services (RAS)		Remote ERP Operating System Management (Tier 3)	VMware or OLVM (Device = Hypervisor) Addit	Oracle E- Business Suite (EBS) PeopleSoft	Per Device/ Per Month	\$ 408.00	5%	\$ 387.60	
189	Rackspace Application Services (RAS)		GTS Oracle ERP Functional Services (10 Hours)	Monthly blocks of hours for ERP Functional Se	Oracle E- Business Suite (EBS) PeopleSoft	Per Month	\$ 1,275.00	5%	\$ 1,211.25	
190	Rackspace Application Services (RAS)		GTS Oracle ERP Functional Services (25 Hours)	Monthly blocks of hours for ERP Functional Se	Oracle E- Business Suite (EBS) PeopleSoft	Per Month	\$ 3,187.50	5%	\$ 3,028.13	

191	Rackspace Application Services (RAS)		GTS Oracle ERP Functional Services (50 Hours)	Monthly blocks of hours for ERP Functional Se	Oracle E- Business Suite (EBS) PeopleSoft	Per Month	\$ 6,375.00	5%	\$ 6,056.25	
192	Rackspace Application Services (RAS)		GTS Oracle ERP Functional Services (75 Hours)	Monthly blocks of hours for ERP Functional Se	Oracle E- Business Suite (EBS) PeopleSoft	Per Month	\$ 9,562.50	5%	\$ 9,084.38	
193	Rackspace Application Services (RAS)		GTS Oracle ERP Functional Services (100 Hours)	Monthly blocks of hours for ERP Functional Se	Oracle E- Business Suite (EBS) PeopleSoft	Per Month	\$ 12,750.00	5%	\$ 12,112.50	
194	Rackspace Application Services (RAS)		GTS Oracle ERP Functional Services (125 Hours)	Monthly blocks of hours for ERP Functional Se	Oracle E- Business Suite (EBS) PeopleSoft	Per Month	\$ 15,937.50	5%	\$ 15,140.63	
195	Rackspace Application Services (RAS)		GTS Oracle ERP Development Services (10 Hours)	Monthly blocks of hours for ERP Development	Oracle E- Business Suite (EBS) PeopleSoft	Per Month	\$ 1,020.00	5%	\$ 969.00	
196	Rackspace Application Services (RAS)		GTS Oracle ERP Development Services (25 Hours)	Monthly blocks of hours for ERP Development	Oracle E- Business Suite (EBS) PeopleSoft	Per Month	\$ 2,550.00	5%	\$ 2,422.50	
197	Rackspace Application Services (RAS)		GTS Oracle ERP Development Services (50 Hours)	Monthly blocks of hours for ERP Development	Oracle E- Business Suite (EBS) PeopleSoft	Per Month	\$ 5,100.00	5%	\$ 4,845.00	
198	Rackspace Application Services (RAS)		GTS Oracle ERP Development Services (75 Hours)	Monthly blocks of hours for ERP Development	Oracle E- Business Suite (EBS) PeopleSoft	Per Month	\$ 7,650.00	5%	\$ 7,267.50	
199	Rackspace Application Services (RAS)		GTS Oracle ERP Development Services (100 Hours)	Monthly blocks of hours for ERP Development	Oracle E- Business Suite (EBS) PeopleSoft	Per Month	\$ 10,200.00	5%	\$ 9,690.00	
200	Rackspace Application Services (RAS)		GTS Oracle ERP Development Services (125 Hours)	Monthly blocks of hours for ERP Development	Oracle E- Business Suite (EBS) PeopleSoft	Per Month	\$ 12,750.00	5%	\$ 12,112.50	
201	Rackspace Application Services (RAS)		SAP Basis Technical Support (Basic Complexity) - Small (3 instances)	Basic Complexity, Small (3 instances)	SAP Basis	Per Month	\$ 3,442.50	5%	\$ 3,270.38	

202	Rackspace Application Services (RAS)		SAP Basis Technical Support (Basic Complexity) - Medium (5 instances)	Basic Complexity, Medium (5 instances)	SAP Basis	Per Month	\$ 5,737.50	5%	\$ 5,450.63	
203	Rackspace Application Services (RAS)		SAP Basis Technical Support (Basic Complexity) - Large (10 instances)	Basic Complexity, Large (10 instances)	SAP Basis	Per Month	\$ 11,475.00	5%	\$ 10,901.25	
204	Rackspace Application Services (RAS)		SAP Basis Technical Support (Average Complexity) - Small (3 instances)	Average Complexity, Small (3 instances)	SAP Basis	Per Month	\$ 3,825.00	5%	\$ 3,633.75	
205	Rackspace Application Services (RAS)		SAP Basis Technical Support (Average Complexity) - Medium (5 instances)	Average Complexity, Medium (5 instances)	SAP Basis	Per Month	\$ 6,375.00	5%	\$ 6,056.25	
206	Rackspace Application Services (RAS)		SAP Basis Technical Support (Average Complexity) - Large (10 instances)	Average Complexity, Large (10 instances)	SAP Basis	Per Month	\$ 12,750.00	5%	\$ 12,112.50	
207	Rackspace Application Services (RAS)		SAP Basis Technical Support (Moderate Complexity) - Small (3 instances)	Moderate Complexity, Small (3 instances)	SAP Basis	Per Month	\$ 4,207.50	5%	\$ 3,997.13	
208	Rackspace Application Services (RAS)		SAP Basis Technical Support (Moderate Complexity) - Medium (5 instances)	Moderate Complexity, Medium (5 instances)	SAP Basis	Per Month	\$ 7,012.50	5%	\$ 6,661.88	
209	Rackspace Application Services (RAS)		SAP Basis Technical Support (Moderate Complexity) - Large (10 instances)	Moderate Complexity, Large (10 instances)	SAP Basis	Per Month	\$ 14,025.00	5%	\$ 13,323.75	
210	Rackspace Application Services (RAS)		SAP Basis Technical Support (High Complexity) - Small (3 instances)	High Complexity, Small (3 instances)	SAP Basis	Per Month	\$ 4,590.00	5%	\$ 4,360.50	
211	Rackspace Application Services (RAS)		SAP Basis Technical Support (High Complexity) - Medium (5 instances)	High Complexity, Medium (5 instances)	SAP Basis	Per Month	\$ 7,650.00	5%	\$ 7,267.50	
212	Rackspace Application Services (RAS)		SAP Basis Technical Support (High Complexity) - Large (10 instances)	High Complexity, Large (10 instances)	SAP Basis	Per Month	\$ 15,300.00	5%	\$ 14,535.00	

213	Rackspace Application Services (RAS)		GTS SAP ERP Functional Services (10 Hours)	Monthly blocks of hours for ERP Functional Se	SAP	Per Month	\$ 1,530.00	5%	\$ 1,453.50	
214	Rackspace Application Services (RAS)		GTS SAP ERP Functional Services (25 Hours)	Monthly blocks of hours for ERP Functional Se	SAP	Per Month	\$ 3,825.00	5%	\$ 3,633.75	
215	Rackspace Application Services (RAS)		GTS SAP ERP Functional Services (50 Hours)	Monthly blocks of hours for ERP Functional Se	SAP	Per Month	\$ 7,650.00	5%	\$ 7,267.50	
216	Rackspace Application Services (RAS)		GTS SAP ERP Functional Services (75 Hours)	Monthly blocks of hours for ERP Functional Se	SAP	Per Month	\$ 11,475.00	5%	\$ 10,901.25	
217	Rackspace Application Services (RAS)		GTS SAP ERP Functional Services (100 Hours)	Monthly blocks of hours for ERP Functional Se	SAP	Per Month	\$ 15,300.00	5%	\$ 14,535.00	
218	Rackspace Application Services (RAS)		GTS SAP ERP Functional Services (125 Hours)	Monthly blocks of hours for ERP Functional Se	SAP	Per Month	\$ 19,125.00	5%	\$ 18,168.75	
219	Rackspace Application Services (RAS)		GTS SAP ERP Development Services (10 Hours)	Monthly blocks of hours for ERP Development	SAP	Per Month	\$ 1,203.60	5%	\$ 1,143.42	
220	Rackspace Application Services (RAS)		GTS SAP ERP Development Services (25 Hours)	Monthly blocks of hours for ERP Development	SAP	Per Month	\$ 3,009.00	5%	\$ 2,858.55	
221	Rackspace Application Services (RAS)		GTS SAP ERP Development Services (50 Hours)	Monthly blocks of hours for ERP Development	SAP	Per Month	\$ 6,018.00	5%	\$ 5,717.10	
222	Rackspace Application Services (RAS)		GTS SAP ERP Development Services (75 Hours)	Monthly blocks of hours for ERP Development	SAP	Per Month	\$ 9,027.00	5%	\$ 8,575.65	
223	Rackspace Application Services (RAS)		GTS SAP ERP Development Services (100 Hours)	Monthly blocks of hours for ERP Development	SAP	Per Month	\$ 12,036.00	5%	\$ 11,434.20	

224	Rackspace Application Services (RAS)		GTS SAP ERP Development Services (125 Hours)	Monthly blocks of hours for ERP Development	SAP	Per Month	\$ 15,045.00	5%	\$ 14,292.75	
225	Rackspace Managed Security (RMS)		Elastic Engineering for Security (25 hours)		AWS, Azure, GCP, VMware	Per Month	\$ 6,885.00	3%	\$ 6,678.45	
226	Rackspace Managed Security (RMS)		Elastic Engineering for Security (40 hours)		AWS, Azure, GCP, VMware	Per Month	\$ 10,812.00	3%	\$ 10,487.64	
227	Rackspace Managed Security (RMS)		Elastic Engineering for Security (50 hours)		AWS, Azure, GCP, VMware	Per Month	\$ 13,260.00	3%	\$ 12,862.20	
228	Rackspace Managed Security (RMS)		Elastic Engineering for Security (80 hours)		AWS, Azure, GCP, VMware	Per Month	\$ 20,808.00	3%	\$ 20,183.76	
229	Rackspace Managed Security (RMS)		Elastic Engineering for Security (100 hours)		AWS, Azure, GCP, VMware		\$ 24,990.00	3%	\$ 24,240.30	
230	Rackspace Managed Security (RMS)		Elastic Engineering for Security (130 hours)		AWS, Azure, GCP, VMware	Per Month	\$ 31,824.00	3%	\$ 30,869.28	
231	Rackspace Managed Security (RMS)		Elastic Engineering for Security (200 hours)		AWS, Azure, GCP, VMware		\$ 47,940.00	3%	\$ 46,501.80	
232	Rackspace Managed Security (RMS)		Elastic Engineering for Security (270 hours)		AWS, Azure, GCP, VMware	Per Month	\$ 63,342.00	3%	\$ 61,441.74	
233	Rackspace Managed Security (RMS)		Elastic Engineering for Security (400 hours)		AWS, Azure, GCP, VMware	Per Month	\$ 91,800.00	3%	\$ 89,046.00	
234	Rackspace Managed Security (RMS)		Infrastructure as Code Security (1-999 Cloud resources)	Oak9 Infrastructure as Code Security for 1-999	Oak9	Per Month	\$ 2,040.00	3%	\$ 1,978.80	

235	Rackspace Managed Security (RMS)		Infrastructure as Code Security (1,000 - 4,999 Cloud Resources)	Oak9 Infrastructure as Code Security for 1,000	Oak9	Per Month	\$ 4,080.00	3%	\$ 3,957.60	
236	Rackspace Managed Security (RMS)		Infrastructure as Code Security (5,000 - 19,999 Cloud Resources)	Oak9 Infrastructure as Code Security for 5,000	Oak9	Per Month	\$ 8,160.00	3%	\$ 7,915.20	
237	Rackspace Managed Security (RMS)		Infrastructure as Code Security (20,000 - 50,000 Cloud Resources)	Oak9 Infrastructure as Code Security for 20,000	Oak9	Per Month	\$ 127,500.00	3%	\$ 123,675.00	
238	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Essentials Plus (1 - 50 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 306.00	3%	\$ 296.82	
239	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Essentials Plus (51 - 500 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 214.20	3%	\$ 207.77	
240	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Essentials Plus (501 - 2,500 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 168.30	3%	\$ 163.25	
241	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Essentials Plus (2,501 - 5,000 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 137.70	3%	\$ 133.57	
242	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Essentials Plus (5,001 - 10,000 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 122.40	3%	\$ 118.73	
243	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Essentials Plus (10,001 - 30,000 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 107.10	3%	\$ 103.89	
244	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Essentials Plus (30,001 - 50,000 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 91.80	3%	\$ 89.05	
245	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Essentials Plus (50,001+ users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 85.68	3%	\$ 83.11	

246	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Advanced Plus (1 - 50 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 408.00	3%	\$ 395.76	
247	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Advanced Plus (51 - 500 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 285.60	3%	\$ 277.03	
248	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Advanced Plus (501 - 2,500 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 224.40	3%	\$ 217.67	
249	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Advanced Plus (2,501 - 5,000 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 183.60	3%	\$ 178.09	
250	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Advanced Plus (5,001 - 10,000 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 163.20	3%	\$ 158.30	
251	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Advanced Plus (10,001 - 30,000 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 142.80	3%	\$ 138.52	
252	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Advanced Plus (30,001 - 50,000 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 122.40	3%	\$ 118.73	
253	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Advanced Plus (50,001+ users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 114.24	3%	\$ 110.81	
254	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Premier Plus (1 - 50 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 510.00	3%	\$ 494.70	
255	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Premier Plus (51 - 500 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 357.00	3%	\$ 346.29	
256	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Premier Plus (501 - 2,500 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 280.50	3%	\$ 272.09	

257	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Premier Plus (2,501 - 5,000 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 229.50	3%	\$ 222.62	
258	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Premier Plus (5,001 - 10,000 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 204.00	3%	\$ 197.88	
259	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Premier Plus (10,001 - 30,000 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 178.50	3%	\$ 173.15	
260	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Premier Plus (30,001 - 50,000 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 153.00	3%	\$ 148.41	
261	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Premier Plus (50,001+ users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 142.80	3%	\$ 138.52	
262	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Essentials (1 - 50 users)	1 year subscription which includes Zero Trust M	Cloudflare	Per User (Annual)	\$ 263.16	3%	\$ 255.27	
263	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Essentials (51 - 500 users)	1 year subscription which includes Zero Trust M	Cloudflare	Per User (Annual)	\$ 198.90	3%	\$ 192.93	
264	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Essentials (501 - 2,500 users)	1 year subscription which includes Zero Trust M	Cloudflare	Per User (Annual)	\$ 157.08	3%	\$ 152.37	
265	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Essentials (2,501 - 5,000 users)	1 year subscription which includes Zero Trust M	Cloudflare	Per User (Annual)	\$ 127.50	3%	\$ 123.68	
266	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Essentials (5,001 - 10,000 users)	1 year subscription which includes Zero Trust M	Cloudflare	Per User (Annual)	\$ 111.18	3%	\$ 107.84	
267	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Essentials (10,001 - 30,000 users)	1 year subscription which includes Zero Trust M	Cloudflare	Per User (Annual)	\$ 95.88	3%	\$ 93.00	

268	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Essentials (30,001 - 50,000 users)	1 year subscription which includes Zero Trust N	Cloudflare	Per User (Annual)	\$ 78.54	3%	\$ 76.18	
269	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Essentials (50,001+ users)	1 year subscription which includes Zero Trust N	Cloudflare	Per User (Annual)	\$ 72.42	3%	\$ 70.25	
270	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Advanced (1 - 50 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 316.20	3%	\$ 306.71	
271	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Advanced (51 - 500 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 236.64	3%	\$ 229.54	
272	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Advanced (501 - 2,500 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 186.66	3%	\$ 181.06	
273	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Advanced (2,501 - 5,000 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 160.14	3%	\$ 155.34	
274	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Advanced (5,001 - 10,000 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 137.70	3%	\$ 133.57	
275	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Advanced (10,001 - 30,000 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 127.50	3%	\$ 123.68	
276	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Advanced (30,001 - 50,000 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 111.18	3%	\$ 107.84	
277	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Advanced (50,001+ users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 102.00	3%	\$ 98.94	
278	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Premier (1 - 50 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 377.40	3%	\$ 366.08	

279	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Premier (51 - 500 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 280.50	3%	\$ 272.09	
280	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Premier (501 - 2,500 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 232.56	3%	\$ 225.58	
281	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Premier (2,501 - 5,000 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 191.76	3%	\$ 186.01	
282	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Premier (5,001 - 10,000 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 162.18	3%	\$ 157.31	
283	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Premier (10,001 - 30,000 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 151.98	3%	\$ 147.42	
284	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Premier (30,001 - 50,000 users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 133.62	3%	\$ 129.61	
285	Rackspace Managed Security (RMS)	Zero Trust	Zero Trust Premier (50,001+ users)	1 year subscription which includes all products	Cloudflare	Per User (Annual)	\$ 123.42	3%	\$ 119.72	
286	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend below \$4K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 3,570.00	3%	\$ 3,462.90	
287	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend below \$4K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 510.00	3%	\$ 494.70	
288	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend \$4K-\$6K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 4,590.00	3%	\$ 4,452.30	
289	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend \$4K-6K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 510.00	3%	\$ 494.70	

290	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$6K-\$10K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 6,120.00	3%	\$ 5,936.40	
291	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$6K-\$10K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 765.00	3%	\$ 742.05	
292	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$10K-\$15K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 8,160.00	3%	\$ 7,915.20	
293	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$10K-\$15K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 765.00	3%	\$ 742.05	
294	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$15K-\$25K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 11,220.00	3%	\$ 10,883.40	
295	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$15K-\$25K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 1,020.00	3%	\$ 989.40	
296	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$25K-\$35K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 14,025.00	3%	\$ 13,604.25	
297	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$25K-\$35K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 1,530.00	3%	\$ 1,484.10	
298	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$35K-\$50K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 16,320.00	3%	\$ 15,830.40	
299	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$35K-\$50K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 2,040.00	3%	\$ 1,978.80	

300	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$50K-\$65K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 19,380.00	3%	\$ 18,798.60	
301	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$50K-\$65K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 2,448.00	3%	\$ 2,374.56	
302	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$65K-\$85K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 22,950.00	3%	\$ 22,261.50	
303	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$65K-\$85K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 3,366.00	3%	\$ 3,265.02	
304	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$85K-\$100K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 26,520.00	3%	\$ 25,724.40	
305	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$85K-\$100K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 4,386.00	3%	\$ 4,254.42	
306	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$100K-\$150K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 36,618.00	3%	\$ 35,519.46	
307	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$100K-\$150K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 5,865.00	3%	\$ 5,689.05	
308	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$150K-\$200K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 43,248.00	3%	\$ 41,950.56	
309	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$150K-\$200K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 7,140.00	3%	\$ 6,925.80	

310	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$200K-\$300K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 56,508.00	3%	\$ 54,812.76	
311	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$200K-\$300K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 8,670.00	3%	\$ 8,409.90	
312	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$300K-\$400K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 69,462.00	3%	\$ 67,378.14	
313	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$300K-\$400K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 11,220.00	3%	\$ 10,883.40	
314	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$400K-\$500K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 82,620.00	3%	\$ 80,141.40	
315	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$400K-\$500K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 13,770.00	3%	\$ 13,356.90	
316	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$500K-\$650K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 101,388.00	3%	\$ 98,346.36	
317	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$500K-\$650K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 17,340.00	3%	\$ 16,819.80	
318	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$650K-\$800K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 119,442.00	3%	\$ 115,858.74	
319	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$650K-\$800K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 20,400.00	3%	\$ 19,788.00	

320	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$800K-\$1M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 142,800.00	3%	\$ 138,516.00	
321	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$800K-\$1M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 25,500.00	3%	\$ 24,735.00	
322	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$1M-\$1.25M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 170,340.00	3%	\$ 165,229.80	
323	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$1M-\$1.25M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 30,600.00	3%	\$ 29,682.00	
324	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$1.25M-\$1.5M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 195,840.00	3%	\$ 189,964.80	
325	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$1.25M-\$1.5M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 35,700.00	3%	\$ 34,629.00	
326	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$1.5M-\$2M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 247,350.00	3%	\$ 239,929.50	
327	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$1.5M-\$2M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 40,800.00	3%	\$ 39,576.00	
328	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$2M-\$2.5M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 296,820.00	3%	\$ 287,915.40	
329	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$2M-\$2.5M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 51,000.00	3%	\$ 49,470.00	

330	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$2.5M-\$3M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 344,760.00	3%	\$ 334,417.20	
331	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$2.5M-\$3M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 56,100.00	3%	\$ 54,417.00	
332	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$3M-\$4M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 440,640.00	3%	\$ 427,420.80	
333	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$3M-\$4M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 61,200.00	3%	\$ 59,364.00	
334	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$4M-\$5M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 536,520.00	3%	\$ 520,424.40	
335	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$4M-\$5M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 66,300.00	3%	\$ 64,311.00	
336	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$5M-\$6M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 628,320.00	3%	\$ 609,470.40	
337	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$5M-\$6M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 71,400.00	3%	\$ 69,258.00	
338	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$6M-\$7M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 716,040.00	3%	\$ 694,558.80	
339	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$6M-\$7M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 76,500.00	3%	\$ 74,205.00	

340	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$7M-\$8M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 799,680.00	3%	\$ 775,689.60	
341	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$7M-\$8M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 81,600.00	3%	\$ 79,152.00	
342	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$8M-\$9M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 887,400.00	3%	\$ 860,778.00	
343	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$8M-\$9M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 86,700.00	3%	\$ 84,099.00	
344	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response (PDR) Managed Dedicated Security (Infrastructure Spend >\$9M->\$10M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 971,040.00	3%	\$ 941,908.80	
345	Rackspace Managed Security (RMS)	Dedicated	PDR Dedicated Set up (Infrastructure Spend >\$9M->\$10M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 91,800.00	3%	\$ 89,046.00	
346	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend below \$4K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 5,355.00	3%	\$ 5,194.35	
347	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend below \$4K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 1,020.00	3%	\$ 989.40	
348	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend \$4K-\$6K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 6,375.00	3%	\$ 6,183.75	
349	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend \$4K-6K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 1,020.00	3%	\$ 989.40	

350	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$6K-\$10K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 7,650.00	3%	\$ 7,420.50	
351	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$6K-\$10K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 1,377.00	3%	\$ 1,335.69	
352	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$10K-\$15K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 9,945.00	3%	\$ 9,646.65	
353	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$10K-\$15K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 1,377.00	3%	\$ 1,335.69	
354	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$15K-\$25K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 13,770.00	3%	\$ 13,356.90	
355	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$15K-\$25K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 1,785.00	3%	\$ 1,731.45	
356	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$25K-\$35K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 17,340.00	3%	\$ 16,819.80	
357	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$25K-\$35K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 2,295.00	3%	\$ 2,226.15	
358	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$35K-\$50K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 19,890.00	3%	\$ 19,293.30	

359	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$35K-\$50K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 3,060.00	3%	\$ 2,968.20	
360	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$50K-\$65K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 23,460.00	3%	\$ 22,756.20	
361	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend \$50K-\$65K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 4,590.00	3%	\$ 4,452.30	
362	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$65K-\$85K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 38,250.00	3%	\$ 37,102.50	
363	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$65K-\$85K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 6,681.00	3%	\$ 6,480.57	
364	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$85K-\$100K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 32,640.00	3%	\$ 31,660.80	
365	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$85K-\$100K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 7,706.10	3%	\$ 7,474.92	
366	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$100K-\$150K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 45,390.00	3%	\$ 44,028.30	
367	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$100K-\$150K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 8,670.00	3%	\$ 8,409.90	

368	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$150K-\$200K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 54,060.00	3%	\$ 52,438.20	
369	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$150K-\$200K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 10,710.00	3%	\$ 10,388.70	
370	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$200K-\$300K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 70,380.00	3%	\$ 68,268.60	
371	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$200K-\$300K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 13,515.00	3%	\$ 13,109.55	
372	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$300K-\$400K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 86,700.00	3%	\$ 84,099.00	
373	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$300K-\$400K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 16,320.00	3%	\$ 15,830.40	
374	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$400K-\$500K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 103,020.00	3%	\$ 99,929.40	
375	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$400K-\$500K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 20,400.00	3%	\$ 19,788.00	
376	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$500K-\$650K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 126,735.00	3%	\$ 122,932.95	

377	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$500K-\$650K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 24,480.00	3%	\$ 23,745.60	
378	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$650K-\$800K)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 148,920.00	3%	\$ 144,452.40	
379	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$650K-\$800K)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 30,600.00	3%	\$ 29,682.00	
380	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$800K-\$1M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 178,500.00	3%	\$ 173,145.00	
381	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$800K-\$1M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 36,720.00	3%	\$ 35,618.40	
382	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$1M-\$1.25M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 212,797.50	3%	\$ 206,413.58	
383	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$1M-\$1.25M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 42,840.00	3%	\$ 41,554.80	
384	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$1.25M-\$1.5M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 244,800.00	3%	\$ 237,456.00	
385	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$1.25M-\$1.5M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 48,960.00	3%	\$ 47,491.20	

386	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$1.5M-\$2M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 309,060.00	3%	\$ 299,788.20	
387	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$1.5M-\$2M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 55,080.00	3%	\$ 53,427.60	
388	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$2M-\$2.5M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 370,770.00	3%	\$ 359,646.90	
389	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend \$2M-\$2.5M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 61,200.00	3%	\$ 59,364.00	
390	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$2.5M-\$3M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 430,950.00	3%	\$ 418,021.50	
391	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$2.5M-\$3M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 67,320.00	3%	\$ 65,300.40	
392	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$3M-\$4M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 550,800.00	3%	\$ 534,276.00	
393	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend>\$3M-\$4M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 73,440.00	3%	\$ 71,236.80	
394	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$4M-\$5M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 670,650.00	3%	\$ 650,530.50	

395	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$4M-\$5M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 79,560.00	3%	\$ 77,173.20	
396	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$5M-\$6M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 785,400.00	3%	\$ 761,838.00	
397	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$5M-\$6M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 85,680.00	3%	\$ 83,109.60	
398	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$6M-\$7M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 895,050.00	3%	\$ 868,198.50	
399	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$6M-\$7M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 91,800.00	3%	\$ 89,046.00	
400	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$7M-\$8M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 999,600.00	3%	\$ 969,612.00	
401	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$7M-\$8M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 97,920.00	3%	\$ 94,982.40	
402	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$8M-\$9M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 1,109,250.00	3%	\$ 1,075,972.50	
403	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$8M-\$9M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 104,040.00	3%	\$ 100,918.80	

404	Rackspace Managed Security (RMS)	Dedicated	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Dedicated Security (Infrastructure Spend >\$9M->\$10M)		VMware, RedHat, OpenStack, Hyper-V	Per Month	\$ 1,213,800.00	3%	\$ 1,177,386.00	
405	Rackspace Managed Security (RMS)	Dedicated	PDR-CA Set up (Infrastructure Spend >\$9M->\$10M)		VMware, RedHat, OpenStack, Hyper-V	One-Time	\$ 110,160.00	3%	\$ 106,855.20	
406	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend below \$4K)		AWS, Azure	Per Month	\$ 4,080.00	3%	\$ 3,957.60	
407	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend below \$4K)		AWS, Azure	One-Time	\$ 510.00	3%	\$ 494.70	
408	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend \$4K- \$6K)		AWS, Azure	Per Month	\$ 5,100.00	3%	\$ 4,947.00	
409	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend \$4K-6K)		AWS, Azure	One-Time	\$ 510.00	3%	\$ 494.70	
410	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$6K- \$10K)		AWS, Azure	Per Month	\$ 8,160.00	3%	\$ 7,915.20	
411	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$6K-\$10K)		AWS, Azure	One-Time	\$ 765.00	3%	\$ 742.05	
412	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$10K- \$15K)		AWS, Azure	Per Month	\$ 11,220.00	3%	\$ 10,883.40	
413	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$10K-\$15K)		AWS, Azure	One-Time	\$ 765.00	3%	\$ 742.05	

414	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$15K- \$25K)		AWS, Azure	Per Month	\$ 14,025.00	3%	\$ 13,604.25	
415	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$15K-\$25K)		AWS, Azure	One-Time	\$ 1,020.00	3%	\$ 989.40	
416	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$25K- \$35K)		AWS, Azure	Per Month	\$ 16,830.00	3%	\$ 16,325.10	
417	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$25K-\$35K)		AWS, Azure	One-Time	\$ 1,530.00	3%	\$ 1,484.10	
418	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$35K- \$50K)		AWS, Azure	Per Month	\$ 19,890.00	3%	\$ 19,293.30	
419	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$35K-\$50K)		AWS, Azure	One-Time	\$ 2,040.00	3%	\$ 1,978.80	
420	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$50K- \$65K)		AWS, Azure	Per Month	\$ 23,460.00	3%	\$ 22,756.20	
421	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$50K-\$65K)		AWS, Azure	One-Time	\$ 2,448.00	3%	\$ 2,374.56	
422	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$65K- \$85K)		AWS, Azure	Per Month	\$ 28,050.00	3%	\$ 27,208.50	
423	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$65K-\$85K)		AWS, Azure	One-Time	\$ 3,366.00	3%	\$ 3,265.02	

424	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$85K- \$100K)		AWS, Azure	Per Month	\$ 34,170.00	3%	\$ 33,144.90	
425	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$85K-\$100K)		AWS, Azure	One-Time	\$ 4,386.00	3%	\$ 4,254.42	
426	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$100K-\$150K)		AWS, Azure	Per Month	\$ 42,840.00	3%	\$ 41,554.80	
427	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$100K-\$150K)		AWS, Azure	One-Time	\$ 5,865.00	3%	\$ 5,689.05	
428	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$150K-\$200K)		AWS, Azure	Per Month	\$ 50,694.00	3%	\$ 49,173.18	
429	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$150K-\$200K)		AWS, Azure	One-Time	\$ 7,140.00	3%	\$ 6,925.80	
430	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$200K-\$300K)		AWS, Azure	Per Month	\$ 66,147.00	3%	\$ 64,162.59	
431	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$200K-\$300K)		AWS, Azure	One-Time	\$ 8,670.00	3%	\$ 8,409.90	
432	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$300K-\$400K)		AWS, Azure	Per Month	\$ 81,294.00	3%	\$ 78,855.18	
433	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$300K-\$400K)		AWS, Azure	One-Time	\$ 11,220.00	3%	\$ 10,883.40	

434	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$400K-\$500K)		AWS, Azure	Per Month	\$ 96,390.00	3%	\$ 93,498.30	
435	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$400K-\$500K)		AWS, Azure	One-Time	\$ 13,770.00	3%	\$ 13,356.90	
436	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$500K-\$650K)		AWS, Azure	Per Month	\$ 117,045.00	3%	\$ 113,533.65	
437	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$500K-\$650K)		AWS, Azure	One-Time	\$ 17,340.00	3%	\$ 16,819.80	
438	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$650K-\$800K)		AWS, Azure	Per Month	\$ 138,006.00	3%	\$ 133,865.82	
439	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$650K-\$800K)		AWS, Azure	One-Time	\$ 20,400.00	3%	\$ 19,788.00	
440	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$800K-\$1M)		AWS, Azure	Per Month	\$ 163,200.00	3%	\$ 158,304.00	
441	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$800K-\$1M)		AWS, Azure	One-Time	\$ 25,500.00	3%	\$ 24,735.00	
442	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$1M- \$1.25M)		AWS, Azure	Per Month	\$ 192,525.00	3%	\$ 186,749.25	
443	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$1M-\$1.25M)		AWS, Azure	One-Time	\$ 35,700.00	3%	\$ 34,629.00	

444	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$1.25M-\$1.5M)		AWS, Azure	Per Month	\$ 219,810.00	3%	\$ 213,215.70	
445	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$1.25M-\$1.5M)		AWS, Azure	One-Time	\$ 40,800.00	3%	\$ 39,576.00	
446	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$1.5M-\$2M)		AWS, Azure	Per Month	\$ 275,910.00	3%	\$ 267,632.70	
447	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$1.5M-\$2M)		AWS, Azure	One-Time	\$ 45,900.00	3%	\$ 44,523.00	
448	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$2M- \$2.5M)		AWS, Azure	Per Month	\$ 328,695.00	3%	\$ 318,834.15	
449	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$2M-\$2.5M)		AWS, Azure	One-Time	\$ 51,000.00	3%	\$ 49,470.00	
450	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$2.5M-\$3M)		AWS, Azure	Per Month	\$ 3,802,050.00	3%	\$ 3,687,988.50	
451	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$2.5M-\$3M)		AWS, Azure	One-Time	\$ 56,100.00	3%	\$ 54,417.00	
452	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$3M- \$4M)		AWS, Azure	Per Month	\$ 485,520.00	3%	\$ 470,954.40	
453	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$3M-\$4M)		AWS, Azure	One-Time	\$ 61,200.00	3%	\$ 59,364.00	

454	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$4M- \$5M)		AWS, Azure	Per Month	\$ 587,520.00	3%	\$ 569,894.40	
455	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$4M-\$5M)		AWS, Azure	One-Time	\$ 66,300.00	3%	\$ 64,311.00	
456	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$5M- \$6M)		AWS, Azure	Per Month	\$ 685,440.00	3%	\$ 664,876.80	
457	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$5M-\$6M)		AWS, Azure	One-Time	\$ 71,400.00	3%	\$ 69,258.00	
458	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$6M- \$7M)		AWS, Azure	Per Month	\$ 772,140.00	3%	\$ 748,975.80	
459	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$6M-\$7M)		AWS, Azure	One-Time	\$ 76,500.00	3%	\$ 74,205.00	
460	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$7M- \$8M)		AWS, Azure	Per Month	\$ 864,960.00	3%	\$ 839,011.20	
461	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$7M-\$8M)		AWS, Azure	One-Time	\$ 81,600.00	3%	\$ 79,152.00	
462	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$8M- \$9M)		AWS, Azure	Per Month	\$ 961,860.00	3%	\$ 933,004.20	
463	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$8M-\$9M)		AWS, Azure	One-Time	\$ 86,700.00	3%	\$ 84,099.00	

464	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response (PDR) Managed Security (Infrastructure Spend >\$9M- >\$10M)		AWS, Azure	Per Month	\$ 1,050,600.00	3%	\$ 1,019,082.00	
465	Rackspace Managed Security (RMS)	AWS Azure	PDR Set up (Infrastructure Spend >\$9M->\$10M)		AWS, Azure	One-Time	\$ 91,800.00	3%	\$ 89,046.00	
466	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend below \$4K)		AWS, Azure	Per Month	\$ 6,120.00	3%	\$ 5,936.40	
467	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend below \$4K)		AWS, Azure	One-Time	\$ 1,020.00	3%	\$ 989.40	
468	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend \$4K- \$6K)		AWS, Azure	Per Month	\$ 7,650.00	3%	\$ 7,420.50	
469	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend \$4K-6K)		AWS, Azure	One-Time	\$ 1,020.00	3%	\$ 989.40	
470	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$6K- \$10K)		AWS, Azure	Per Month	\$ 10,200.00	3%	\$ 9,894.00	
471	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$6K-\$10K)		AWS, Azure	One-Time	\$ 1,377.00	3%	\$ 1,335.69	
472	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$10K- \$15K)		AWS, Azure	Per Month	\$ 13,770.00	3%	\$ 13,356.90	

473	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$10K-\$15K)		AWS, Azure	One-Time	\$ 1,377.00	3%	\$ 1,335.69	
474	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$15K- \$25K)		AWS, Azure	Per Month	\$ 17,340.00	3%	\$ 16,819.80	
475	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$15K-\$25K)		AWS, Azure	One-Time	\$ 1,785.00	3%	\$ 1,731.45	
476	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$25K- \$35K)		AWS, Azure	Per Month	\$ 20,400.00	3%	\$ 19,788.00	
477	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$25K-\$35K)		AWS, Azure	One-Time	\$ 2,295.00	3%	\$ 2,226.15	
478	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$35K- \$50K)		AWS, Azure	Per Month	\$ 24,480.00	3%	\$ 23,745.60	
479	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$35K-\$50K)		AWS, Azure	One-Time	\$ 3,060.00	3%	\$ 2,968.20	
480	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$50K- \$65K)		AWS, Azure	Per Month	\$ 29,070.00	3%	\$ 28,197.90	
481	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$50K-\$65K)		AWS, Azure	One-Time	\$ 3,570.00	3%	\$ 3,462.90	

482	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$65K- \$85K)		AWS, Azure	Per Month	\$ 34,680.00	3%	\$ 33,639.60	
483	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$65K-\$85K)		AWS, Azure	One-Time	\$ 4,590.00	3%	\$ 4,452.30	
484	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$85K- \$100K)		AWS, Azure	Per Month	\$ 42,840.00	3%	\$ 41,554.80	
485	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$85K-\$100K)		AWS, Azure	One-Time	\$ 5,610.00	3%	\$ 5,441.70	
486	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$100K-\$150K)		AWS, Azure	Per Month	\$ 53,550.00	3%	\$ 51,943.50	
487	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$100K-\$150K)		AWS, Azure	One-Time	\$ 7,140.00	3%	\$ 6,925.80	
488	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$150K-\$200K)		AWS, Azure	Per Month	\$ 63,240.00	3%	\$ 61,342.80	
489	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$150K-\$200K)		AWS, Azure	One-Time	\$ 8,670.00	3%	\$ 8,409.90	
490	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$200K-\$300K)		AWS, Azure	Per Month	\$ 82,620.00	3%	\$ 80,141.40	

491	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$200K-\$300K)		AWS, Azure	One-Time	\$ 10,710.00	3%	\$ 10,388.70	
492	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$300K-\$400K)		AWS, Azure	Per Month	\$ 101,490.00	3%	\$ 98,445.30	
493	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$300K-\$400K)		AWS, Azure	One-Time	\$ 13,515.00	3%	\$ 13,109.55	
494	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$400K-\$500K)		AWS, Azure	Per Month	\$ 120,360.00	3%	\$ 116,749.20	
495	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$400K-\$500K)		AWS, Azure	One-Time	\$ 16,320.00	3%	\$ 15,830.40	
496	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$500K-\$650K)		AWS, Azure	Per Month	\$ 146,115.00	3%	\$ 141,731.55	
497	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$500K-\$650K)		AWS, Azure	One-Time	\$ 20,400.00	3%	\$ 19,788.00	
498	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$650K-\$800K)		AWS, Azure	Per Month	\$ 172,380.00	3%	\$ 167,208.60	
499	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$650K-\$800K)		AWS, Azure	One-Time	\$ 24,480.00	3%	\$ 23,745.60	

500	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$800K-\$1M)		AWS, Azure	Per Month	\$ 204,000.00	3%	\$ 197,880.00	
501	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$800K-\$1M)		AWS, Azure	One-Time	\$ 30,600.00	3%	\$ 29,682.00	
502	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$1M- \$1.25M)		AWS, Azure	Per Month	\$ 240,720.00	3%	\$ 233,498.40	
503	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$1M-\$1.25M)		AWS, Azure	One-Time	\$ 36,720.00	3%	\$ 35,618.40	
504	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$1.25M-\$1.5M)		AWS, Azure	Per Month	\$ 274,890.00	3%	\$ 266,643.30	
505	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$1.25M-\$1.5M)		AWS, Azure	One-Time	\$ 42,840.00	3%	\$ 41,554.80	
506	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$1.5M-\$2M)		AWS, Azure	Per Month	\$ 344,760.00	3%	\$ 334,417.20	
507	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$1.5M-\$2M)		AWS, Azure	One-Time	\$ 48,960.00	3%	\$ 47,491.20	
508	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$2M- \$2.5M)		AWS, Azure	Per Month	\$ 410,550.00	3%	\$ 398,233.50	

509	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$2M-\$2.5M)		AWS, Azure	One-Time	\$ 55,080.00	3%	\$ 53,427.60	
510	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$2.5M-\$3M)		AWS, Azure	Per Month	\$ 475,320.00	3%	\$ 461,060.40	
511	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$2.5M-\$3M)		AWS, Azure	One-Time	\$ 61,200.00	3%	\$ 59,364.00	
512	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$3M- \$4M)		AWS, Azure	Per Month	\$ 556,410.00	3%	\$ 539,717.70	
513	Rackspace Managed Security (RMS)	AWS Azure	PDR + Compliance Assistance Set up (Infrastructure Spend >\$3M-\$4M)		AWS, Azure	One-Time	\$ 67,320.00	3%	\$ 65,300.40	
514	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$4M- \$5M)		AWS, Azure	Per Month	\$ 734,400.00	3%	\$ 712,368.00	
515	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend>\$4M-\$5M)		AWS, Azure	One-Time	\$ 73,440.00	3%	\$ 71,236.80	
516	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$5M- \$6M)		AWS, Azure	Per Month	\$ 853,740.00	3%	\$ 828,127.80	
517	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$5M-\$6M)		AWS, Azure	One-Time	\$ 79,560.00	3%	\$ 77,173.20	

518	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$6M- \$7M)		AWS, Azure	Per Month	\$ 966,960.00	3%	\$ 937,951.20	
519	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$6M-\$7M)		AWS, Azure	One-Time	\$ 85,680.00	3%	\$ 83,109.60	
520	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$7M- \$8M)		AWS, Azure	Per Month	\$ 1,079,160.00	3%	\$ 1,046,785.20	
521	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$7M-\$8M)		AWS, Azure	One-Time	\$ 91,800.00	3%	\$ 89,046.00	
522	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$8M- \$9M)		AWS, Azure	Per Month	\$ 1,195,440.00	3%	\$ 1,159,576.80	
523	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$8M-\$9M)		AWS, Azure	One-Time	\$ 97,920.00	3%	\$ 94,982.40	
524	Rackspace Managed Security (RMS)	AWS Azure	Proactive Detection and Response + Compliance Assistance (PDR-CA) Managed Security (Infrastructure Spend >\$9M- >\$10M)		AWS, Azure	Per Month	\$ 1,300,500.00	3%	\$ 1,261,485.00	
525	Rackspace Managed Security (RMS)	AWS Azure	PDR-CA Set up (Infrastructure Spend >\$9M->\$10M)		AWS, Azure	One-Time	\$ 10,404.00	3%	\$ 10,091.88	



Certificate Of Completion

Envelope Id: 6FD991BFE518466F965B92CC0701A4B1

Status: Completed

Subject: Complete with DocuSign: CalSAWS Rackspace AWS Contract.pdf

Source Envelope:

Document Pages: 214

Signatures: 1

Certificate Pages: 1

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Envelope Originator:

Time Zone: (UTC-06:00) Central Time (US & Canada)

Jeannie Bennett

5000 Walzem Rd.

San Antonio, TX 78218

jean.bennett@rackspace.com

IP Address: 72.32.180.181

Record Tracking

Status: Original

Holder: Jeannie Bennett

Location: DocuSign

8/11/2023 2:55:48 PM

jean.bennett@rackspace.com

Signer Events	Signature	Timestamp
Rick Rosenberg		Sent: 8/11/2023 2:58:17 PM
Rick.Rosenburg@rackspace.com		Viewed: 8/11/2023 3:06:07 PM
Vice President and General Manager		Signed: 8/11/2023 3:06:21 PM
Rackspace Government Solutions		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 24.128.93.232	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/11/2023 2:58:17 PM
Certified Delivered	Security Checked	8/11/2023 3:06:07 PM
Signing Complete	Security Checked	8/11/2023 3:06:21 PM
Completed	Security Checked	8/11/2023 3:06:21 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Certificate Of Completion

Envelope Id: 303470C1680042A19479CCC6619B816E

Status: Completed

Subject: CalSAWS_Rackspace_AWS Documents

Source Envelope:

Document Pages: 215

Signatures: 3

Certificate Pages: 5

Initials: 1

AutoNav: Enabled

Enveloped Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Debbie McKean

5000 Walzem Rd.

San Antonio, TX 78218

deborah.mckean@rackspace.com

IP Address: 72.32.180.177

Record Tracking

Status: Original

8/23/2023 12:00:36 PM

Holder: Debbie McKean

deborah.mckean@rackspace.com

Location: DocuSign

Signer Events**Signature****Timestamp**

Holly Murphy

MurphyH@CalSAWS.org

CalSAWS PMO Director

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 64.21.200.254

Sent: 8/23/2023 12:12:52 PM

Viewed: 8/23/2023 12:19:51 PM

Signed: 8/25/2023 12:03:29 PM

Electronic Record and Signature Disclosure:

Accepted: 8/25/2023 12:03:54 PM

ID: e01e0fb3-96de-471e-833a-84d78537528b

Company Name: Rackspace

Jeff Mitchell

jmmitchell@kmtg.com

Security Level: Email, Account Authentication
(None)Signature Adoption: Drawn on Device
Using IP Address: 68.233.193.194

Sent: 8/25/2023 12:03:32 PM

Viewed: 8/25/2023 12:09:13 PM

Signed: 8/25/2023 12:09:18 PM

Electronic Record and Signature Disclosure:

Accepted: 8/25/2023 12:09:13 PM

ID: 4b32b182-234f-4f66-b32a-f3187ede2b48

Company Name: Rackspace

John Boule

BouleJ@CalSAWS.org

CalSAWS Executive Director

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 64.21.200.254

Sent: 8/25/2023 12:09:21 PM

Viewed: 8/25/2023 2:07:20 PM

Signed: 8/25/2023 2:07:41 PM

Electronic Record and Signature Disclosure:

Accepted: 8/25/2023 2:08:06 PM

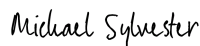
ID: 4b4593f6-9086-4dab-af9e-d625a411f03a

Company Name: Rackspace

Michael Sylvester

MichaelSylvester@dpss.lacounty.gov

CalSAWS JPA Board Chairperson

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 136.226.64.247

Sent: 8/25/2023 2:07:44 PM

Viewed: 8/25/2023 2:10:04 PM

Signed: 8/25/2023 2:10:11 PM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 8/25/2023 2:10:04 PM ID: 13512bca-658b-4abc-a771-b4e374613884 Company Name: Rackspace		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Debbie Mckean deborah.mckean@rackspace.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/25/2023 2:10:13 PM
Holly Murphy MurphyH@CalSAWS.org CalSAWS PMO Director Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/25/2023 12:03:54 PM ID: e01e0fb3-96de-471e-833a-84d78537528b Company Name: Rackspace	COPIED	Sent: 8/25/2023 2:10:14 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/23/2023 12:12:52 PM
Certified Delivered	Security Checked	8/25/2023 2:10:04 PM
Signing Complete	Security Checked	8/25/2023 2:10:11 PM
Completed	Security Checked	8/25/2023 2:10:14 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Rackspace (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$[[Price]] per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Rackspace:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: askhr@rackspace.com

To advise Rackspace of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at askhr@rackspace.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Rackspace

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to askhr@rackspace.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Rackspace

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to askhr@rackspace.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
----------------------------	---------------------------

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Rackspace as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Rackspace during the course of my relationship with you.