**The Quilt**

IP Transit Internet Services

Request for Proposals

January 2016

ALL MATERIALS SUBMITTED AS CONFIDENTIAL BY THE PROVIDER WILL BE KEPT CONFIDENTIAL WITHIN THE QUILT.

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January 11, 2016

To The Quilt RFP Respondents:

The Quilt Commodity Internet Services group is now engaging in its ninth extensive, national review of Internet Service Providers. This RFP is the formal mechanism for this review. You will find the complete RFP materials available for download at:
http://www.thequilt.net/quilt-2016-commodity-internet-services-rfp.

The Quilt, Inc. is a 501c3 organization which is incorporated in Washington DC and is registered to conduct business in the District of Columbia and Washington State. Our funding and organizational supports are derived exclusively from our own members.  Once the Authorized Quilt Providers are selected from the RFP process, those organizations will contract with The Quilt, Inc. through a Master Service Agreement.

As with previous RFP efforts, The Quilt’s goal is to identify those providers who, through their IP transit Internet service offerings and world class customer support, are willing and able to be partners in the delivery and development of our research and education networks throughout the United States.

The intent of this RFP is to identify and contract with CIS providers which recognize the wealth of opportunities that exist through constructive partnerships with The Quilt and the research and education networking community. Today, there are six providers who enjoy the distinction of being Authorized Quilt Providers; however, The Quilt has no set quota for providers. Providers have been, and will continue to be, chosen strictly on qualifications and merit.

We look to our provider partners to provide pricing discounts appropriate to our levels of bandwidth usage. The Quilt participants today purchase an aggregate of over 536 Gbps of commodity internet service through our Authorized Quilt Providers. We project that this number will rise to at least 620 Gbps by this time next year. As these numbers only reflect the amount of Quilt participant committed bandwidth, our members’ 95th percentile usage numbers are even more significant. We expect access to technical competence. We expect sound, reliable, and responsive administrative capabilities.

We look forward to reviewing your response to this RFP and invite you to learn more about The Quilt and our individual participants at [www.thequilt.net](http://www.thequilt.net/).

Sincerely,

*Jen Leasure*

President and CEO, The Quilt

**Components of this RFP**

The RFP components are available for downloading from <http://www.thequilt.net/quilt-2016-commodity-internet-services-rfp/>. The complete RFP package is made up of the following components.

1. quiltrfpjan2016\_overview(F).doc
2. quiltrfpjan2016\_pops(F).xls
3. quiltrfpjan2016\_essay(F).doc

Items 2 and 3 along with any materials requested in these documents must be completed and returned to the Quilt. **This set of materials will comprise the provider’s response to this RFP and it is due back to the Quilt not later than February 19, 2016 by 11:59 pm ET.**

For questions on any of these components, please contact Cas D’Angelo at quiltrfp@sox.net or 404-894-1356 (voice).

**Where & When to Submit your Proposals, and Quilt Contact**

There may be multiple persons within each company that will receive notification of this RFP. Each person will be informed who the others are within their company who are receiving the notification. The Quilt asks each company to construct a single, coordinated response that is supported at the company’s highest executive ranks.

All interested providers must submit a non-binding Letter of Intent to respond to the RFP no later than **Tuesday, January 19, 2016.**  RFP questions and responses will only be accepted from providers that have submitted a Letter of Intent. The Letter of Intent should be sent electronically and addressed to Cas D’Angelo at quiltrfp@sox.net  and include the following information:

* A statement that your company is planning to submit a response to the RFP
* The lead person’s name, title and contact information along with signature

Upon reviewing the responses, The Quilt may have questions specific to one or more responses for which it may need to seek clarification. The Quilt reserves the right to contact individual providers and seek such clarifications as may be necessary and appropriate.

The Quilt will be holding two pre-RFP question and answer sessions in prior to the RFP submission date. These calls are open to any interested parties to ask questions of the Quilt’s RFP team regarding the content of the RFP, the schedule, process, or any other questions pertinent to this RFP effort. We ask that where possible, questions for these calls be forwarded to quiltrfp@sox.net prior to the calls. Call summaries will be posted to The Quilt’s 2016 RFP web page, <http://www.thequilt.net/quilt-2016-commodity-internet-services-rfp/>.

**Schedule of RFP Activities**

|  |  |
| --- | --- |
| **Event** | **Date** |
| RFP Release | January 11, 2016 |
| Non-Binding Letter of Intent to Respond Due | January 19, 2016 |
| Pre-RFP Q&A Conference Call 3:00 pm EST1-877-643-6951 – Passcode 62508556# | January 29, 2016 |
| Pre-RFP Q&A Conference Call 3:00 pm EST1-877-643-6951 – Passcode 62508556# | February 5, 2016 |
| Due Date for CIS RFP Submission to The Quilt (11:59 pm EST) | February 19, 2016 |
| CIS RFP Semi-Finalists Selected and Invited for Presentations | March 21, 2016 |
| CIS RFP Semi-Finalist Presentations in Denver, CO –Travel Information TBA | April 6-7, 2016 |
| Providers Selected to be CIS Authorized Quilt Provider (AQP) | April 18, 2016 |
| CIS Master Services Agreement Signed | Week of May 23, 2016 |
| CIS AQP Now Authorized to Sell Under Quilt Pricing Agreement | Upon MSA execution |

A Provider who is selected as a semi-finalist is expected to attend and present at a meeting listed in the above schedule. The Provider shall bear the costs of preparing for and attending, such a meeting.

The Letter of Intent and Questions can be sent electronically. Please e-mail to Cas D’Angelo at quiltrfp@sox.net The documentation is required to be delivered by the date and time listed above.

Once The Quilt receives a Letter of Intent, the partner will be provided with access and instructions to a secure page on The Quilt’s Basecamp Hub. Basecamp is web-based project management software to which The Quilt subscribes. Basecamp is provided by a Chicago-based company called 37signals. More information on Basecamp can be found at the website<http://www.basecamphq.com/>.

Each responding provider will then submit proposal documents to the Provider Base Camp page per the schedule listed above.  Successful upload and receipt of these documents will be confirmed by a member of The Quilt staff.  Once the RFP deadline has passed, providers will no longer have access to the site to upload documents.

For any questions on access to or use of the Basecamp tool, please contact Jennifer Griffin at griffin@thequilt.net. Please ensure that your documents are submitted in PDF format or using Microsoft standard office software format. This is the only format in which RFP documents will be accepted.

***Proprietary Information***

*All materials submitted as confidential by the Provider will be kept confidential within The Quilt.*

**Introduction: What is The Quilt?**

The Quilt, Inc. (The Quilt) is a collaboration of advanced regional network organizations. It is a dynamic forum where leaders from throughout the advanced research and education network community build on the intellectual capital and best practices of network service providers worldwide. Based on the participants’ combined experiences in operations and development of leading edge technologies, The Quilt aims to influence the national agenda on information technology infrastructure, with particular emphasis on networking. Through this coalition, The Quilt promotes delivery of networking services at lower cost, higher performance, greater reliability, and heightened security. The Quilt derives support and funding solely from its participants.  It also relies on significant volunteer contributions from its participants to support its working groups.

The Quilt plays a respected and trusted role within the networking and broader information technology communities. It maintains this role by engaging providers, federal agencies, and its participants in diverse projects and interest groups.

As of January 2016, The Quilt participant base includes 36 regional non-profit network aggregators within the United States. For a full listing and description of each of the current Quilt participants, please see<http://www.thequilt.net/index.php/about-us/the-quilt-participants>. Each of these network aggregators serves multiple research and education institutions and in some instances other organizations.

**Why Do You Want to Do Business With the Quilt?**

The Quilt members’ aggregate committed information rate (CIR) for commercial IP transit is about 536 Gbps, and expected to grow to about 620 Gbps by the end of 2016.  As these numbers only reflect the amount of Quilt participant committed bandwidth, our members’ 95th percentile usage numbers are even more significant.

Authorized Quilt Providers (AQPs) who have participated in the program since inception have seen their Quilt member and affiliate bandwidth purchase significantly increase since joining the program.

The Quilt represents a well-defined group of organizations that serve leading U.S. research and education entities.  These institutions both create and utilize cutting-edge technology and applications which increase the need for additional bandwidth capacity for these institutions.

There is a well-defined track record of success for companies who have created meaningful partnerships with this leading-edge Internet community. Quilt organizations are consistently early adopters of new technologies, including but not limited to network technologies and ways of implementing them. The Quilt also leads the curve in finding new ways to organize networks to multi-organizational benefit. Our unsurpassed level of expertise in the customer community has been a resource to provider partners.

Many Authorized Quilt Buyers (“AQB”) are required to purchase their services through a competitive RFP process. By leveraging The Quilt’s RFP process, several AQBs are able to omit their own RFP processes, which can relieve providers from generating individual RFP responses for each of our members. Conversely, for organizations that omit their RFP processes in lieu of The Quilt’s, there may be no other opportunity for providers to compete for their business.

**Goal of the 2016 Internet Services RFP: Select Authorized Quilt Providers**

By the end of May, 2016, The Quilt will contract with those providers who will offer highly competitive IP-transit Internet Services pricing and who have exhibited a willingness to work with AQBs and provide the highest levels of…

* World-Class Customer Support
* Technical Competence
* Networking Infrastructure
* And National Coverage

Providers selected by the Quilt will be designated as Authorized Quilt Providers (“AQP”).

**Some Common Questions about Being an Authorized Quilt Provider**

How many authorized Providers will there be?

Providers will be selected based on merit. There may be as few as zero or there may be several, but there is no set number of AQPs.

Are Quilt participants required to purchase from the authorized Providers?

No. While we expect that there will be significant advantages to The Quilt participants to purchase from Authorized Quilt Providers, participants are free to choose their own solutions based on their individual needs.

Who are the Authorized Quilt Buyers?

The administrative structure of The Quilt participants varies from one network aggregator to another. In some cases, the aggregator will be the only purchaser of Internet services; in other cases, the ‘downstream’ entities of the aggregator may be the purchasers. Since this varies from region to region, The Quilt maintains a list of organizations and their contacts who are allowed to purchase services under the auspices of The Quilt AQP agreements. These authorized purchasing entities are called Authorized Quilt Buyers (“AQB”). See Exhibit A of the sample Agreement, attached, for the January 2016 list of AQBs. Note, this list can and does change over time and for the purposes of the RFP, the contacts are not provided.

What are the negotiating requirements for an AQP?

The pricing quoted in the RFP response is the only pricing that an AQP may offer to an AQB. AQPs may of course offer pricing outside of the RFP response to customers not on the AQB list. If an AQP wishes to offer lower pricing to an AQB than that which was quoted in their Master Service Agreement (MSA) with The Quilt, then the AQP must amend The Quilt MSA to make the lowest pricing available to all the AQBs. Amendments will be considered at any time.

**Administrative Requirements of an Authorized Quilt Provider**

**Contracts**

Each AQP will be required to sign an MSA with The Quilt. The primary function of this agreement is to codify the pricing the provider will extend to the AQBs. See attached "Agreement" for a sample of this contract.

The services delivered from an AQP to an AQB will be established by a service contract **directly between the AQP and each AQB**. The Quilt is neither involved in this process nor is it a signatory to the service contract. We expect the AQP to have a standard agreement that will be the focal point of contractual negotiations between the AQP and an AQB. This agreement will be based simply on the AQP’s standard contract with the inclusion of The Quilt-based pricing outlined in the agreement between The Quilt and the AQP.

The Quilt would like to work with the selected AQPs to develop an AQB version of its standard customer agreement incorporating changes that are seen to be universally requested across The Quilt. This should save both the AQP and AQB time and effort in future customer agreement negotiations.

**Pricing Models**

The pricing model below has been in place, with great success, since the first RFP in 2001. **Your response MUST include The Quilt Pricing Model, as outlined below**.

**The Quilt Pricing Model**

The Quilt pricing model is based upon an organizational aggregate of the AQB committed bandwidths. As the aggregate goes up, the price goes down. The unique part of this model is that the aggregate is taken across many organizations. This permits The Quilt to appear as one organization and qualify for the largest possible discounts offered to large-bandwidth customers.  The Quilt will consider and has awarded contracts to different AQPs who provide service from the same network service provider.  In these cases, it is a program requirement that these AQPs are able to aggregate the demand for the single network service provider across all AQPs offering the provider’s services.

One method to fit this model into an accounting system would be to establish a master account called The Quilt with individual AQB contracts tracked as subaccounts. Similar to the model for many corporations, the financial and legal responsibility for contracted services is maintained at the subaccount level, and the master account serves just as an umbrella for these AQBs for reporting purposes. The Quilt does not take financial responsibility for AQBs.

This model could take a form that looks something like this:

|  |  |
| --- | --- |
| Aggregate Bandwidth | Price per Mbps |
| 1-2Gbps | $ XX |
| 2-3 Gbps | $ YY |
| 3-4 Gbps | $ ZZ |
| 4-5 Gbps | $ AA |
| 5-6 Gbps | $ BB |
| 6-7.5 Gbps | $ CC |
| 7.5-10 Gbps | $ DD |
| 10-12.5 Gbps | $ EE |
| 12.5Gbps and above | $ FF |

Where XX > YY > ZZ etc.

Many of The Quilt members operate networks across states, or across many states. Within these networks, they have the capability to steer traffic to exit points as they see fit. This can complicate the calculation of bandwidth commitment. The organization has a fixed set of users, and thus a fixed amount of bandwidth consumption, but they may desire both east and west exit points for redundancy.

In order to accommodate this situation, your proposed pricing model must be able to support one AQB purchasing several circuits and spreading the AQB’s cumulative committed data rate across those circuits.

For Example: Authorized Quilt Buyer John Doe University wants to buy two 1GbE connections. Neither of these connections is capped and John Doe University may elect to burst to full capacity on either or both. In addition, John Doe University agrees to a monthly committed data rate fee equivalent to 500Mbps across both connections. So long as no individual circuit commitment is less than the per circuit minimum, John Doe University should be free to allocate their committed data rate across these circuits as they see fit. If the combined traffic of both circuits exceeds the committed data rate, that traffic would be billed at the burst rate.

John Doe University’s contribution to The Quilt aggregate bandwidth tally is the 500Mbps committed data rate for which they are paying a corresponding minimum monthly fee based on the TOTAL Quilt aggregate bandwidth tally.

**The Quilt Pricing Model Features**

Underlying the pricing model structure are service pricing components. Although AQPs and AQBs have been very successful throughout the past RFPs implementing the aggregate bandwidth approach, underlying components of the pricing structure are dynamic. These features have evolved since the initial RFP in 2001 by adjusting to significantly lower price points and popular features, such as bursting. Below are two examples of pricing features to consider when constructing an aggregation model. This list is by no means comprehensive but encourages innovation to accommodate the unique needs of the R&E community.  When constructing an aggregation model, the size of the bands within the model should be carefully considered to incent growth in aggregated bandwidth of AQB’s with a goal of AQB’s being able to move up one tier with an associated price decrease within a 12 month period.

High-Capacity Needs

Quilt members are network aggregation points for R&E organizations within a certain geographic territory. As such, these organizations have high capacity CIS needs.  Single and multiple 10Gbps ports per organization are of growing interest and need.  A pricing model that recognizes and encourages migration to 10Gbps connections through price and aggregation incentives would be very useful.

Regional Factors

The Quilt understands that geography and capacity both play roles in a pricing structure. If you are in a position to offer discounted pricing for certain markets, but can’t match that price in all locations, perhaps a market factor could be incorporated into a straightforward pricing model.

**Alternate Pricing Models**

In addition to the required aggregate Quilt Pricing Model, The Quilt is also receptive to other models that would provide cost effective solutions to meet AQB requirements. An AQP will only be asked to support a single pricing model, of The Quilt’s selection, that will be incorporated into the MSA. Innovation is key to alternate responses.

The Quilt members often have greater flexibility and enough technical expertise to use non-standard solutions. If you have an unconventional, but technically reasonable solution that would help you lower pricing while maintaining all other aspects, we would be willing to

consider it.

New to this RFP cycle is an optional response to bundling commodity internet services with local loop pricing.  Proposals for a bundled offering should be from qualified companies who are able to provide commodity internet services and local loop access to Quilt Authorized Buyers.  Ideal responses for a bundled service offering will be; competitively priced local loop, simple for the buyer, supported by the provider at the national level and have as few restrictions as possible.

**Pre-Existing Services and Contracts with AQP**

Whatever pricing model is offered, The Quilt will expect the provider to allow EXISTING contracts for services with AQBs to be transferred without penalty to The Quilt pricing model once the contractual arrangement with The Quilt has been completed. For example, if AQB Jane Doe University already has a contract for 200Mbps of service from the provider at the time the provider signs the contract with The Quilt, the provider will be expected to honor the new Quilt pricing *without penalty*, *term extension, or revenue neutrality requirements.* Also, the 200Mbps would apply to any aggregation tallies across the AQB base. Jane Doe University must have the opportunity to maintain their current bandwidth commitment at the new Quilt price point under the existing term.

**Service Reviews**

All AQPs will be expected to have at least two specifically-assigned, national-level administrative contacts to participate in regular service review processes. These reviews will happen on a quarterly basis.

The Quilt will also have a dedicated liaison for each AQP. The Quilt Liaison has four main duties:

1. Point of contact for AQBs on any issues with service or responsiveness from an AQP when AQB’s escalation within the AQP structure did not bring resolution or they are unable to find an escalation route;
2. Point of contact if the AQP has questions or issues related to Quilt processes, requirements, or AQBs; and
3. Maintain Quilt records on services delivered from AQP to AQBs;
4. Perform regular surveys on AQP performance and collate those responses; where problem areas are identified, the Quilt liaison will raise these as issues with the AQP for remedy.

The Service Reviews will focus on the following: 1) existing service contracts with AQBs; 2) AQB services in the AQP sales ‘pipeline’; 3) issues escalated by AQBs; 4) report on overall AQP performance and where necessary action plans associated with remedy of poor performance areas; 5) organizational updates from The Quilt; and 6) organization updates from the AQP. In time for these reviews, the AQP will supply an Excel formatted spreadsheet itemizing the following for each contract under the Quilt agreement:

        Contract execution date

        Contract term

        Physical circuit being purchased

        Committed bandwidth

        Contracted price/Mb

**AQP Support Teams**

Each AQP will be expected to have specific national-level individual(s) assigned and available to The Quilt for the following areas: administrative, technical, legal, pre- and post-sales support.

Administrative Team: this group will participate in the regular Service Reviews and should be the final escalation point for any Quilt related service issues.

Technical Team: This group of individuals should represent the best technical knowledge base of the provider including areas related to Ethernet connectivity; service design; fiber connectivity including service of dark fiber, lambdas, and client-owned fiber based connectivity options; routing & peering; PoP hardware and configurations; national network infrastructure; capacity planning; network build-outs; provisioning, expediting, etc…

Legal Team: This group will have the authority to negotiate service contracts between the AQP and AQB without needing approval from a supervisor. They will also be intimately familiar with The Quilt’s program and all of its facets so they will not need to be brought up to speed by

the AQB.

Pre- and Post-Sales Support: This group will be responsible for understanding the details of the offering and delivering services to The Quilt’s AQBs.

VP Level – Executive Contact: This resource will be available to Quilt leadership to support the overall customer relationship with The Quilt. The Quilt expects to utilize appropriate operational staff for day to day questions and issues.

There must also be a clearly defined organizational escalation chart. While we expect to be able to work through standard channels the majority of the time, there are times when issues need to be brought to the attention of a senior/executive level company contact. The Quilt expects nothing less than a provider’s best efforts across the board.  We also expect that The Quilt’s business will be held in the highest esteem and that any reasonable displeasure would be important to a VP advocate.

**Technical Support for Authorized Quilt Buyers**

As with the service contract, the fundamental service relationship is between the AQP and the AQB. Each AQP is expected to provide full-technical support directly to the contracting AQB. It is important to The Quilt that we receive premier support during and after installation. The Quilt members employ some of the most highly experienced and technical network engineers working today. They expect to collaborate with resources of equal knowledge and experience within our AQPs.

**Advice on Responding to this RFP**

* Do not send us your marketing materials or any materials that do not provide salient information. Do not provide information about services that we have not asked about.
* Respond to this RFP using the provided documents. If you do not respond to this RFP in the format provided, we reserve the right not to review your response.
* Pricing models should attempt to be simple, unambiguous, and easy-to-understand.

**Quilt Review Criteria**

Our provider reviews will be holistic across individual RFPs and across the base of RFP responses. Top level review criteria will include, but not be limited to the following:

* Overall technical competence and a demonstrated ability to consistently deliver quality services at high capacity bandwidths.
* Competitive pricing points consistent with The Quilt’s collective buying power.
* Pricing models that are unambiguous, as well as, easy to understand and administer.
* Competence, reliability, and responsiveness in installations, technical support services, contract negotiations, and billing.
* A non-restrictive Acceptable Use Policy.
* The ability to deliver services to as broad a segment of our authorized buyer  base as possible, with an eye to complementary coverage amongst the AQPs when individual providers cannot reach all of our desired points.
* Evidence of sound corporate practices and indicators of financial viability in conjunction with continued commitment to delivering IP-Transit Internet services.

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Good luck! If you have questions about this RFP, please direct them to Cas D’Angelo at quiltrfp@sox.net or 404-894-1356.

SAMPLE PROVIDER CIS MASTER SERVICE AGREEMENT

        Whereas The Quilt, Inc. (hereinafter “The Quilt”) is a collaborative organization comprised of members selected through The Quilt’s membership process, this Agreement (“Agreement”) is entered into as of \_\_\_\_\_\_\_ (the “Effective Date”). The Quilt, for the benefit of each of the entities (“Authorized Buyers”) listed on Exhibit A attached hereto who are members of The Quilt, and ABC Company, on behalf of itself and its affiliates (“Provider”) (“Provider” and “The Quilt” are sometimes collectively referred to as the “Parties” and individually as “Party”).  Exhibit A may be modified from time-to-time as necessary by The Quilt to reflect changes in the makeup of the Authorized Buyers who are members of The Quilt.  The Quilt will provide Provider with notice of any changes to Exhibit A.  This Agreement sets forth the terms and conditions under which Provider agrees to provide Commodity Internet Services (“Internet Services”) to Authorized Buyers.

        Now, therefore, in consideration of the premises and mutual promises and representations contained herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

        1.      Pricing Terms.  The Provider shall offer to provide Internet Services to the Authorized Buyers as described in more detail and in accordance with the pricing terms set forth on Exhibit B attached hereto (“Pricing Terms”).  The Pricing Terms set forth on Exhibit B shall be available for a period of time not less than one (1) year from the Effective Date of this Agreement.  In the event Provider contracts with an Authorized Buyer at a price below those specified in the Pricing Terms under the same or better other terms, such lower price shall be provided in this Agreement by amendment. The lower price will apply only to new orders or renewals orders for Internet Services executed after the effective date of the amendment.

        2.      Service Orders.  If and when an Authorized Buyer seeks to purchase the Services from Provider as described in this Agreement, Provider and each Authorized Buyer shall execute a separate written agreement for such provision of Services which shall specify the respective rights and obligations between the Provider and Authorized Buyer, and which shall include or incorporate the Pricing Terms, Administrative Framework, and Acceptable Use Policy as set forth in Sections 1, 3 and 4 of this Agreement.

        3.      Administrative Framework.  The Parties agree to follow the administrative framework for supporting and monitoring this Agreement, and any separate agreements between Provider and Authorized Buyers entered into pursuant to Section 2, as set forth in Exhibit C attached hereto.

        4.      Acceptable Use Policy.  Provider shall ensure that its Acceptable Use Policy (AUP) (attached as Exhibit TBD and incorporated herein by reference) for the provision of services contemplated hereunder will allow educational, research and commercial traffic to flow over the connection to each Authorized Buyer who shall be recognized as a network provider.  Subject to the preceding sentence, Provider’s AUP, is subject to change by Provider within its discretion, which changes shall be posted to Provider’s website.  When such changes are posted, Provider will make notification to The Quilt.

        5.      Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and the Authorized Buyers, and their permitted successors and assigns, and nothing herein expressed or implied shall give or be construed to give to any person, other than the Parties hereto and the Authorized Buyers, and their permitted successors and assigns, any legal or equitable rights hereunder.

        6.      Indemnification and Limitation of Liability.  Notwithstanding anything to the contrary in this Quilt Agreement, in no event shall either Party be liable to the other Party (or to any Authorized Buyer) under this Agreement or any other agreement executed between Provider and Authorized Buyer for any damages whether incidental, direct, indirect, special, consequential, exemplary, or punitive, arising out of or relating to this Agreement or any of the services provided pursuant hereto, regardless of whether the respective Parties’ had been advised or could have foreseen the possibility of such damages.  Other than for claims caused by or arising by the intentional act or omission of The Quilt, Provider agrees, notwithstanding any provision to the contrary as set forth in this Agreement, to indemnify, defend and hold The Quilt, its officer, directors, employees, members, agents, contractors, successors and assigns harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney fees and expenses) by reason of any claims or actions by any third party arising out of this Agreement or any separate written agreement between the Provider and any Authorized Buyer for the provision of Services.  Provider further acknowledges and agrees that The Quilt shall not provide any indemnification to the Provider, its affiliates, officers, directors, employees, agents and contractors, successors, or assigns, or to Authorized Buyers. Further, by executing this Agreement for the benefit of the Authorized Buyers, Provider agrees and acknowledges that The Quilt shall not assume any fiscal, legal or other responsibility to Provider or Authorized Buyers for the actual purchasing, contracting, engineering, or ongoing service arrangements, all of which must be executed in a separate agreement pursuant to Section 2 hereof.

7.      Term and Termination.  The term of this Agreement shall commence on the Effective Date and shall continue in effect thereafter for an initial term of two (2) years, unless earlier terminated in accordance with the terms of this Agreement.  This Agreement may be extended for additional sequential terms by mutual written agreement of the parties.  The Quilt and Provider may each terminate this Agreement, with or without cause, upon sixty (60) days’ written notice to the other Party.  Any such termination by The Quilt shall not affect any agreement between Provider and any Authorized Buyer.

8.      No Warranties.  ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY PURPOSE OR USE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY PARTIES.

        9.      Press Releases.   Provider agrees that it shall not issue a press release or public announcement pertaining to the matters contemplated by this Agreement at any time, unless the President and CEO of The Quilt project agrees otherwise in writing and agrees to the form and content of such press release or announcement.  All such press releases or public announcements shall be approved within ten (10) business days of submission.

        10.    Choice of Law.  The parties agree that this Agreement will be governed by the laws of the United States and the State of Washington without regard to its conflicts of laws principles.  For resolution of any disputes arising out of this Agreement, the parties hereby consent to the exclusive jurisdiction of the state and federal courts located in King County, Washington.

11.    Assignment.  This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other, except with respect to an assignment by way of merger or sale of substantially all of a party’s assets, and any attempt to assign this Agreement in violation of this Section shall be void and of no effect.

        12.    Miscellaneous.  The Quilt, at its sole discretion and option, shall be entitled to  terminate  this Agreement at any time if upon the written advice of counsel, its continuation as a signatory to the Agreement may adversely affect its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.  Such withdrawal shall not affect any Individual Service Agreement executed by an Authorized Buyer.   Such termination shall not be considered a breach of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

|  |  |
| --- | --- |
| The Quilt, Inc., on behalf the Authorized Buyers | PROVIDER NAME Inc. |
| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|   Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |   Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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|  | Exhibit A |
|  | **AUTHORIZED QUILT BUYERS** |
|  | **Updated: December 2015** |
| **CODE** | **INSTITUTION** |
| **1.00** | **Three Rivers Optical Exchange (3ROX)** |
| 1.01 | Pittsburgh Gigapop |
| 1.02 | Pittsburgh Supercomputing Center/Carnegie Mellon University |
|  |   |
| **2.00** | **Albuquerque Gigapop (ABQG)** |
| 2.01 | University of New Mexico |
|   |   |
| **3.00** | **Arkansas Research Education Optical Network (ARE-ON)** |
|  |   |
| **4.00** | **Connecticut Education Network (CEN)** |
| 4.01 | University of Connecticut |
|   |  |
| **5.00** | **Corp. for Education Network Initiative in California (CENIC)** |
| 5.01 | Stanford University |
|   |   |
| **6.00** | **Florida LambdaRail (FLR)** |
| 6.01 | Florida Atlantic University |
| 6.02 | Florida Gulf Coast University |
| 6.03 | Florida Institute of Technology |
| 6.04 | Florida International University |
| 6.05 | Florida State University |
| 6.06 | Nova Southeastern University (NSU) |
| 6.07 | University of Central Florida |
| 6.08 | University of Florida |
| 6.09 | University of Miami |
| 6.10 | University of North Florida |
| 6.11 | University of South Florida (SURA) |
| 6.12 | University of West Florida |
| 6.13 | Barry University |
| 6.14 | Central Florida Health Alliance |
| 6.15 | Eckerd College |
| 6.16 | Embry Riddle Aeronautical University |
| 6.17 | Florida A&M University |
| 6.18 | Florida College Center for Library Automation |
| 6.19 | Florida Department of Education |
| 6.20 | Florida State College at Jacksonville |
| 6.21 | Gulliver Schools |
| 6.22 | H. Lee Moffitt Cancer & Research Institute |
| 6.23 | Indian River State College |
| 6.24 | Lake Sumter Community College |
| 6.25 | Max Planck Florida Corp. DBA Max Planck Florida Institute |
| 6.26 | Miami Dade College |
| 6.27 | Northwest Regional Data Center |
| 6.28 | Orlando Health, Inc |
| 6.29 | Palm Beach County, Florida |
| 6.30 | Palm Beach State College |
| 6.31 | Pasco-Hernando Community College |
| 6.32 | Pensacola State College |
| 6.33 | Polk County Public Schools |
| 6.34 | Polk State College |
| 6.35 | Research Park at Florida Atlantic University |
| 6.36 | Rollins College |
| 6.37 | Sanford-Burnham Institute for Medical Research |
| 6.38 | Santa Fe State College |
| 6.39 | Scripps Florida  |
| 6.40 | Seminole State College of Florida |
| 6.41 | St. Petersburg State College |
| 6.42 | St. Thomas University |
| 6.43 | State College of Florida Manatee-Sarasota |
| 6.44 | Tallahassee Memorial Healthcare |
| 6.45 | Valencia Community College |
|   |   |
| **7.00** | **Front Range Gigapop (FRGP)/UCAR** |
| 7.01 | Auraria Higher Education Center |
| 7.02 | Colorado College |
| 7.03 | Colorado Community College System |
| 7.04 | Colorado Mountain College |
| 7.05 | Colorado School of Mines |
| 7.06 | Colorado State University System - Fort Collins |
| 7.07 | Colorado State University System - Pueblo |
| 7.08 | Community College of Denver |
| 7.09 | East Central Board of Cooperative Educational Services |
| 7.10 | Educational Access Gateway Learning Environment Network |
| 7.11 | Fort Lewis College |
| 7.12 | Front Range Community College |
| 7.13 | Jefferson County School District |
| 7.14 | Liberty Common Schools |
| 7.15 | Metropolitan State College of Denver |
| 7.16 | Poudre School District |
| 7.17 | University Corporation for Atmospheric Research (UCAR) |
| 7.18 | University of Colorado – Boulder |
| 7.19 | University of Colorado - Colorado Springs |
| 7.20 | University of Colorado – Denver |
| 7.21 | University of Denver |
| 7.22 | University Information Systems |
| 7.23 | University of Northern Colorado |
| 7.24 | University of Wyoming |
|   |   |
| **8.00** | **Great Plains Network**  |
| 8.01 | South Dakota Board of Regents |
| 8.02 | South Dakota School of Mines and Technology |
| 8.03 | University of Nebraska at Lincoln |
| 8.04 | University of Nebraska at Omaha |
| 8.05 | University of Kansas Center for Research |
| 8.06 | University of Nebraska Medical Center |
|   |   |
| **9.00** | **Illinois Century Network** |
|   |   |
| **10.00** | **Indiana Gigapop** |
| 10.01 | Washington University in St. Louis |
|   |   |
| **11.00** | **KanREN** |
|   |   |
| **12.00** | **Kentucky Regional Optical Network (KyRON)** |
| 12.01 | Eastern Kentucky University  |
| 12.02 | Kentucky Community and Technical College System  |
| 12.03 | Kentucky State University  |
| 12.04 | Morehead State University  |
| 12.05 | Murray State University  |
| 12.06 | Northern Kentucky University  |
| 12.07 | University of Kentucky  |
| 12.08 | University of Louisville  |
| 12.09 |  Western Kentucky University  |
|   |   |
| **13.00** | **KINBER** |
|   |   |
| **14.00** | **Lone-Star Education and Academic Research Network (LEARN)** |
| 14.01 | Aldine ISD |
| 14.02 | Baylor College of Medicine |
| 14.03 | Baylor U  |
| 14.04 | Houston Community College System |
| 14.05 | Lamar U |
| 14.06 | Northeast Texas Consortium (NETnet)  |
| 14.07 | Prairie View A&M U |
| 14.08 | Rice University |
| 14.09 | Sam Houston State U |
| 14.10 | Southern Methodist U |
| 14.11 | Stephen F. Austin State University |
| 14.12 | Texas A&M U System |
| 14.13 | Texas A&M University |
| 14.14 | Texas A&M University System Health Science Center |
| 14.15 | Texas Assn of Community Colleges |
| 14.16 | Texas Christian U |
| 14.17 | Texas Education Telecommunications Network (TETN) |
| 14.18 | Texas State U System |
| 14.19 | Texas Tech U System |
| 14.20 | Texas Tech University |
| 14.21 | U of Houston System |
| 14.22 | U of North Texas System |
| 14.23 | University of Houston |
| 14.24 |  University of Texas |
| 14.25 | UT Arlington |
| 14.26 | UT Austin |
| 14.27 | UT Dallas |
| 14.28 | UT El Paso |
| 14.29 | UT HSC, San Antonio |
| 14.30 | UT MD Anderson Cancer Ctr |
| 14.31 | UT Med Branch |
| 14.32 | UT San Antonio |
| 14.33 |  UT Southwestern Med Ctr |
| 14.34 | UTHSC, Houston |
|   |   |
| **15.00** | **Louisiana Optical Network Initiative (LONI)** |
| 15.01 | Lousiana State University |
|   |   |
| **16.00** | **Maryland Research and Education Network (MDREN)** |
|   |   |
| **17.00** | **Mid-Atlantic Crossroads (MAX)** |
| 17.01 | American University |
| 17.02 | Baltimore Education & Research Network (BERnet) |
| 17.03 | Catholic University |
| 17.04 | Columbia Telecommunications Corporation (CTC) |
| 17.05 | D.C. Government |
| 17.06 | Energy Sciences Network (ESnet) |
| 17.07 | George Mason University |
| 17.08 | George Washington University |
| 17.09 | Georgetown University |
| 17.10 | Howard Hughes Med. Institute |
| 17.11 | Inter-American Development Bank (IADB) |
| 17.12 | Internet2, D.C. Office |
| 17.13 | Johns Hopkins University |
| 17.14 | Johns Hopkins University - Applied Physics Laboratory (JHU-APL) |
| 17.15 | Laboratory for Telecommunications Sciences (LTS) |
| 17.16 | Library of Congress |
| 17.17 | Montgomery College |
| 17.18 | NASA / GSFC |
| 17.19 | National Archives and Records Administration (NARA) |
| 17.20 | National Consortium for Supercomputing Applications / ACCESS |
| 17.21 | National Institute of Standards and Technology (NIST) |
| 17.22 | National Institutes of Health (NIH) |
| 17.23 | National Library of Medicine (NLM) |
| 17.24 | National Oceanic and Atmospheric Administration (NOAA) |
| 17.25 | National Science Foundation (NSF) |
| 17.26 | Smithsonian Institution |
| 17.27 |  Southern Universities Research Association (SURA) |
| 17.28 | U.S. Department of Health and Human Services (HHS) |
| 17.29 | U.S. Department of State |
| 17.30 | U.S. Department of Veterans Affairs |
| 17.31 | U.S. Geological Survey |
| 17.32 | U.S. Holocaust Memorial Museum |
| 17.33 | Univ. System of Maryland Network (aggregating 11 campuses) |
| 17.34 | University of California, D.C. campus |
| 17.35 | University of Maryland, Baltimore (UMB) |
| 17.36 | University of Maryland, Baltimore County (UMBC) |
| 17.37 | University of Maryland, University College |
| 17.38 | University of Maryland, College Park (UMD) |
| 17.39 |  University of Southern California, Information Sciences Institute / East |
| 17.40 | USDA, Beltsville Agricultural Research Center |
| 17.41 | Washington Research Library Consortium |
|   |   |
| **18.00** | **Merit Network, Inc. (Merit)**  |
|   |   |
| **19.00** | **Missouri Research and Education Network (MOREnet)** |
|   |   |
| **20.00** | **Metropolitan Research and Education Network (MREN)** |
| 20.01 | Bradley University |
| 20.02 | De Paul University |
| 20.03 | Illinois Century Network |
| 20.04 | Illinois Institute of Technology |
| 20.05 | Illinois State University |
| 20.06 | Iowa State |
| 20.07 | Loyola University |
| 20.08 | National Center for Supercomputing Applications (NCSA) |
| 20.09 | Northern Illinois University |
| 20.10 | Northwestern University |
| 20.11 | Notre Dame |
| 20.12 | Purdue University |
| 20.13 | Southern Illinois University |
| 20.14 | Univ. of Chicago |
| 20.15 | Univ. of Illinois at Chicago |
| 20.16 | University of Illinois at Champaign-Urbana |
| 20.17 | University of Iowa |
| 20.18 | University of Wisconsin (Madison & Milwaukee) |
|   |   |
| **21.00** | **New Jersey Research and Education Network (NJEDge)** |
|  |  |
| **22.00** | **North Carolina Research and Education Network (NCREN / MCNC)** |
|   |   |
| **23.00** | **Networkmaine** |
|   |   |
| **24.00** | **NetWork.Virginia** |
| 24.01 | College of William and Mary |
| 24.02 | George Mason University |
| 24.03 | Hampton University |
| 24.04 | Longwood University |
| 24.05 | Norfolk State University Research and Innovation Foundation |
| 24.06 | Old Dominion University |
| 24.07 | Radford University |
| 24.08 | Thomas Jefferson High School for Science and Mathematics |
| 24.09 | University of Mary Washington |
| 24.10 | University of Richmond |
| 24.11 | University of Virginia |
| 24.12 | Virginia Commonwealth University |
| 24.13 | Virginia Community College System |
| 24.14 | Virginia Science Museum |
| 24.15 | Virginia Tech  |
| 24.16 | Virginia Tech Corporate Research Center (VTCRC) |
|   |   |
| **25.00** | **Northern Lights GigaPoP** |
| 25.01 | Concordia College |
| 25.02 | Gustavus Adolphus College |
| 25.03 | Macalester College |
| 25.04 | Northwestern College |
| 25.05 | St. Olaf College |
| 25.06 | University of St. Thomas |
| 25.07 | Augsburg College |
| 25.08 | Bethel University |
| 25.09 | Carleton College |
| 25.10 | College of St. Catherine |
| 25.11 | Concordia University |
| 25.12 | Hamline University |
| 25.13 | North Dakota STAGENet State Network |
| 25.14 | North Dakota State University |
| 25.15 | Ties |
| 25.16 | University of Minnesota |
| 25.17 | University of North Dakota |
| 25.18 | Luther Seminary |
|   |   |
| **26.00** | **Northern Crossroads (NoX)** |
| 26.01 | Boston College |
| 26.02 | Boston University |
| 26.03 | Brandeis University |
| 26.04 | Brown University |
| 26.05 | Dartmouth College |
| 26.06 | Emerson College |
| 26.07 | Harvard University |
| 26.08 | MIT |
| 26.09 | Northeastern University |
| 26.10 | Tufts University |
| 26.11 | University of Maine |
| 26.12 | University of Massachusetts - Information Technology Services (Umass - ITS) |
| 26.13 | University of Massachusetts-Amherst |
| 26.14 | University of New Hampshire |
| 26.15 | University of Rhode Island |
| 26.16 | University of Vermont |
| 26.17 | Wellesley College |
| 26.18 | Worcester Polytechnic Institute |
| 26.19 | Yale University |
|   |   |
| **27.00** | **NYSERNet** |
| 27.01 | Alfred University |
| 27.02 | American Museum of Natural History |
| 27.03 | ARTstor |
| 27.04 | Binghamton University |
| 27.05 | Buffalo State College |
| 27.06 | Canisius College |
| 27.07 | Capital Region BOCES |
| 27.08 | City University of New York |
| 27.09 | Clarkson University |
| 27.10 | Colgate University |
| 27.11 | Columbia University |
| 27.12 | Cornell University |
| 27.13 | Daemen College |
| 27.14 | Erie Community College |
| 27.15 | Erie / 1 BOCES |
| 27.16 | The Frick Collection |
| 27.17 | Hofstra University |
| 27.18 | LeMoyne College |
| 27.19 | Long Island University |
| 27.20 | Marist College |
| 27.21 | Mt. Sinai School of Medicine |
| 27.22 | Museum of Modern Art (MoMA) |
| 27.23 | New School University  |
| 27.24 | New York State Department of Health: Wadsworth Center |
| 27.25 | New York University |
| 27.26 | New York College of Podiatric Medicine |
| 27.27 | Niagara University |
| 27.28 | NYSERNET, Inc. |
| 27.29 | Rennsealr Polytechnic Institute |
| 27.30 | Rochester Institute of Technology |
| 27.31 | Rockefeller University |
| 27.32 | Skidmore College |
| 27.33 | Stony Brook University (SUNY) |
| 27.34 | SUNY Geneseo  |
| 27.35 | SUNY Oswego |
| 27.36 | SUNY Potsdam  |
| 27.37 | SUNY Upstate Medical  |
| 27.38 | Syracuse University |
| 27.39 | Union College |
| 27.40 | University at Albany (SUNY) |
| 27.41 | University at Buffalo (SUNY) |
| 27.42 | University of Rochester |
| 27.43 | Weill Medical College – Qatar |
| 27.44 | Weill Medical College of Cornell University |
| 27.45 | Yeshiva University |
|   |   |
| **28.00** | **OARnet** |
|   |   |
| **29.00** | **ONENET--Oklahoma State Regents for Higher Education** |
|   |   |
| **30.00** | **Oregon Gigapop** |
| 30.01 | University of Oregon (OWEN/NERO) |
|   |   |
| **31.00** | **OSHEAN** |
| 31.01 | NEREN Inc. - North East Research and Education Network, Inc. |
|   |   |
| **32.00** | **Pacific Northwest Gigapop (PNWGP)** |
| 32.01 | University of Hawaii |
| 32.02 | University of Washington |
|   |   |
| **33.00** | **Southern Crossroads (SoX)** |
| 33.01 | Southern Light Rail |
|   |   |
| **34.00** | **Utah Education Network (UEN)** |
| 34.01 | University of Montana |
| 34.02 | University of Utah |
|   |   |
| **35** | **WiscNet** |
|   |   |
| **36** | **West Virginia Network (WVNET)** |