

REQUEST FOR PROPOSALS

FOR CELLULAR PHONE SERVICE

REQUESTED BY:

EDISON SCHOOLS, INC.

**JULIE ZALDUMBIDE
521 FIFTH AVENUE, 11TH FLOOR
NEW YORK, NY 10175
November 8, 2004**

**Phone 212 419-1801
Fax 212 419-1724**

Introduction

Edison Schools Consortium, on behalf of forty-seven (47) schools, is issuing a Request for Proposals for cellular phone service. A list of these schools can be found in Attachment I.

The Purpose of the RFP

The purpose of the Request for Proposals (RFP) is to enable the Edison Schools Consortium (Edison) to make a purchasing decision for cellular phone service. Edison intends to acquire the most cost-effective, highest quality services available for all of the schools it purchases local phone services for.

Note that Edison will be applying for Universal Service (E-rate) discounts to help support the cost of the eligible services that are the subject of this RFP. Therefore, the successful provider(s) must agree to cooperate fully and in a timely manner with any and all requests for information that Edison needs to secure the E-rate discounts to which it is entitled, whether such requests come from (a) Edison or an authorized representative of Edison, (b) the Schools and Libraries Division of the Universal Service Administrative Company (“SLD”) or (c) any other official agency or entity.

Note further that the services that are the subject of this RFP are mostly eligible for E-rate support. Some of the services, however, are not. Therefore, where applicable, service providers MUST provide separate price quotes for eligible and ineligible services. Ineligible services include call accounting systems, call sequencer, intercom and PA or paging systems, end-user support, call detail recording and handsets.

Background

Currently the Edison network consists of eighty-seven (87) schools, which include elementary, middle and high schools, as well as Edison Schools Headquarters and associated offices.

Current Cellular Phone Service Configuration

Most of the schools that are managed by Edison have cellular service provided by various carriers depending on the area of the country that the school is located in. A list of these schools are provided below.

Objectives

Edison has clear objectives in mind. Because Edison will be submitting a consortium application for E-rate support that will cover all eligible school sites listed herein, billing services must be tailored to accurately reflect eligible and ineligible charges for each school, as required by the E-rate program's rules and regulations. (See details in billing section below).

Each provider submitting a bid must provide a copy of their Service Level Agreements (SLAs) for the cellular service.

Each company submitting a bid **MUST** have a Service Provider Identification Number (SPIN). There are **NO EXCEPTIONS** to this requirement.

Billing

Edison will require customized billing for cellular services. The service provider will be required to submit all invoices to each individual school. An additional requirement includes a summary invoice for each school listed in the Attachment, to be provided to Edison Schools headquarters locations.

Evaluation Process

Edison will award the contract to the lowest-cost, responsible service provider. This may be done on a school-by-school basis. To select the preferred vendor(s), Edison will apply the best value concept. Price will be our primary consideration. However, we will also consider other criteria, including, but not limited to:

- The ability, capacity and skill of the service provider to provide the services required.
- Prompt and on-time delivery of supplies, services, or equipment without delay or interference.
- The service provider's character, integrity, reputation, judgment, experience and efficiency.
- Available maintenance and repair for services offered.
- A solution that is functional but is also flexible enough to offer alternatives and future opportunities.

Service providers will be asked to provide existing customer contacts and references.

Rules Governing Proposal

Address and Delivery of Proposal

Proposals must be submitted to:

Julie Zaldumbide
Edison Schools, Inc.
521 5th Avenue, 16th Floor
New York, NY 10175

Deadlines for Proposal

Service providers must submit proposals by December 8, 2004.

Policy on Late Proposals

All proposals must be submitted by the date listed above. Proposals submitted after this date will not be accepted.

Number of Copies and Proposal Response Format

All bids must be submitted in triplicate and should contain:

- The name of the company
- The Company SPIN number
- The contact person
- The company mailing address, phone number
- The company fax number and e-mail address of the contact person
- Copy of the companies W-9

Acceptance of Alternate or Multiple Proposals

When submitting a proposal, service providers automatically agree to the terms, conditions, provisions and requirements in this RFP. Proposals must comply fully with all conditions and requirements. Edison may reject conditional proposals and proposals that differ from the specifications or consider them non-responsive.

Duration of the Offer

Proposals must be valid for a minimum of 90 days following the closing date of the proposal.

Contact Names for Inquiries or Additional Information

All questions on this RFP should be directed to:

Julie Zaldumbide
Phone: 212 419-1801
Fax: 212 419-1724
E-mail: telecomrfp@edisonschools.com

Terms and Conditions

The Project Timeline

- Edison's signed acceptance of the vendor's signed proposal constitutes a fully executed, legally binding agreement.
- Immediately after Edison accepts the vendor's proposal, the vendor will enter into with Edison and quickly complete final, good faith negotiations.
- Implementation of the contract will begin on July 1, 2005 and terminate on June 30, 2006.
- Multi-year bids will be considered, but no longer than 3 years maximum.

The proposal will contain a schedule of activities and describe each phase of the project. Activities should include, but are not limited to the following:

- Sending each user any new equipment needed
- Schedule migration dates for each individual
- Set up billing for each school and summary bill for headquarters

Laws and Policies to be observed

The vendor will keep fully informed of, and will comply with, all existing and future state and federal laws, all municipal ordinances, and all of Edison's company policies that affect, in any manner

- Those engaged or employed in the work.
- Those engaged or employed with the materials used in the work.
- The conduct of the work.

Indemnification Policy

The vendor will indemnify, defend, and hold harmless Edison against all of the following:

- Claims or suits for damages or injury arising from any activity, work, or thing done, permitted or suffered by the vendor in conjunction with this contract (including copyright and patent infringements)
- Claims arising from any breach or default of any obligation of the vendor
- Costs, attorney fees, expenses, and liabilities related to any claim or proceeding brought within the scope of this indemnification

Infringement Policy

Vendors will hold harmless, indemnity, and defend Edison against all claims, suits, liabilities, and expenses of alleged infringement of any patent, copyright, or trademark that result from or arise in connection with the manufacture, sale, normal use, or other disposition of any article or materials furnished in this contract. Edison may participate in the defense of any such claim or suit without relieving vendors of any obligation to this contract.

Attorney's Fees

If either party brings a lawsuit to enforce any of the provisions of this contract, the parties agree that a court of competent jurisdiction may determine and fix a reasonable attorney's fee to be paid the prevailing party.

Independent Contractor Status

The vendor is an independent contractor retained by Edison to perform the work described. All personnel employed by the vendor, including Subcontractors and personnel of Subcontractors approved by Edison, are not and will not be deemed employees of Edison. The vendor and approved Subcontractors will comply with all state and federal laws pertinent to employment and compensation of their employees or agents, including the provisions of Workers' Compensation. Edison will not, under any circumstance, be liable to the vendor for any person or persons acting for him/her; or for any death, injury, or property destruction or damage received or claimed stemming from the activities undertaken in this agreement.

Assign Work to Vendor

Edison enters into this agreement after considering the proposal of the vendor. The vendor will not assign the duties, responsibilities, or obligations of this agreement to any other firm, company, entity, or individual, except with the express written consent of Edison.

General and Work Conditions

Vendor's licensing laws

All vendors will be licensed according to the laws of the states of the schools listed in this RFP. Any vendor or contractor not so licensed is subject to the penalties imposed by such laws.

Edison requires that all vendors and Subcontractors be licensed to provide service in the community.

Taxes

The vendor assumes exclusive liability for all sales, use, excise, and other taxes, charges, or contributions. The vendor will pay these before delinquency. The vendor assumes the liability for articles sold or material or work furnished on the wages, salaries, or other remuneration paid to employees of this contract. The vendor will indemnify and hold Edison from any liability and expense if the vendor fails to pay such taxes or contributions.

Hours of work

The regular hours of Edison are 8:00 am through 5:00 pm, Monday through Friday. Unless the work will be disruptive to the employees and students of Edison, all work will be completed within the regular working hours. If work will disrupt the employees and students, then the work must be scheduled after 5:00 pm or on weekends. Edison will determine if work is disruptive.

Safety

All equipment and materials will comply with all federal, state, and local safety rules and regulations, including OSHA.

Storage

The vendor will be responsible for delivering and storing all materials and equipment, and any costs necessary to cover loss or damage of the materials and equipment.

Documentation

All proposals must include a complete model number and a technical specification brochure for each type of equipment proposed. This includes dimensions, power consumed, operating environment, pictures, and other documentation that fully describes all items subject to bid.

Changes

Edison may revise or amend the RFP or request changes in the system configuration. Edison will furnish in writing and with reasonable promptness any additional instructions or updates. Only Edison will name changes to the proposed system.

If Edison revises or amends the RFP, we will publish and mail addenda to all vendors holding RFPs and bid documents. If necessary, Edison will postpone the proposal opening to allow time to respond to these updates. Edison will reschedule the proposal opening at least 10 calendar days after the last updates are issued.

Default Conditions

If the vendor breaches any provision, becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors, Edison will have the right (without limiting any other rights or remedies that it may have in the contract or by law) to terminate this contract by written notice to the vendor.

Edison will then be relieved of all obligations, except to pay the value of the vendor's prior performance (at not exceeding the contract rate). The vendor will be liable to Edison for all costs exceeding the contract price that Edison incurs in completing or procuring the work. Edison's right to acquire strict performance of any obligation in this contract will not be affected by any previous waiver, forbearance, or course of dealing.

Conditions to Terminate Contracts

Edison will have the right to declare the contract terminated if

- the vendor fails to perform any of the provisions of the contract; OR
- Edison loses its appropriations for the time period specified in this contract.

Edison will provide a written notice to the vendor that the contract is terminated. Edison will not incur any penalties for terminating the contract as a result of the stated conditions.

If the contract is terminated due to a lack of appropriations, Edison agrees to provide legal documentation of such events to the vendor. In addition, Edison will not procure the same services outlined in this contract from another vendor for the duration of this contract.

The vendor recognizes that technological obsolescence is a concern for Edison. Please describe if you will allow Edison to terminate its contract due to technological obsolescence and under what conditions.

Excuses for Non-Performance

Either party will be absolved from its obligations under this contract if the following occurrences delay or prevent performance, and reduce or eliminate articles or materials needed for the work:

- Acts of God
- fire
- explosion
- war
- riots
- strikes
- labor disputes
- governmental laws, orders, and regulations

Compensation Policy

Until Edison inspects and accepts the work, the vendor agrees to receive and accept the prices shown as full compensation for

- All materials and work described in this order
- All loss or damage arising from the nature of the work, the action of all elements, or any unforeseen difficulties or obstructions
- All risks of every description connected with the work
- All expenses incurred by or in consequence of the suspension of discontinuance of work

The vendor will faithfully complete the work according to the requirements of Edison.

Service provider Qualifications

Service provider Profile/Company History

Provide a brief history of your company's experience in telecommunications. Include details on management, sales, installation and maintenance structure.

Financial Stability

The service provider must certify that they have no less than five years experience in providing the type and quantity of services required in this bid. The service provider must further provide proof of financial stability including data from their most recent fiscal year and revenue figures.

References

Please list at least five references that have been successfully using your phone maintenance services for at least one year.

Implementation and Testing

Implementation

Provide a milestone chart for each major phase (component) of the overall project. Use a week-by-week gradient. Phases include:

- Prepare and sign contract
- Obtain individual cell phone numbers for migration process
- Send out any new equipment needed for migration
- Schedule migration dates for schools
- Set up billing for each individual school and summary for headquarters

Site ID	Site Name	Address	City	State	Zip	Number of cell phones at each
0013	Seven Hills Charter School	51 Gage Street	Worcester	MA	01605	1
0123	Williams Edison	3501 Minnesota Rd	Flint	MI	48506	1
0124	Garfield Edison	301 East McClellan Rd	Flint	MI	48505	1
0129	Emerson-Edison Junior Academy	4220 East Pikes Peak Ave.	Colorado Springs	CO	80909	3
0130, 0131, 0132	Duluth Schools		Duluth	MN	55803	5
0210	Wyatt Edison	3620 Franklin St	Denver	CO	80205	2
0226	Edison Charter Academy	3531 22nd Street	San Francisco	CA	94114	1
0229	Friendship Edison Chamberlain	1345 Potomac Av	Washington	DC	20003	1
0233	Friendship Edison Woodridge	2959 Carlton Av	Washington	DC	20018	6
0234	Edison Brentwood Academy	2086 Clarke Ave.	East Palo Alto	CA	94303	3
0235	Edison McNair Academy	2033 Pulgas Ave.	East Palo Alto	CA	94303	2
0301	Friendship Edison Blow Pierce Campus	725 19 th Street NE	Washington	DC	20019	8
0313	Edison Oakland	22111 Woodward Ave	Ferndale	MI	48220	2
0317	Chicago International Charter School	1309 W 95 th Street	Chicago	IL	60643	2
0322	Dayton Academy	4401 Dayton Liberty Road	Dayton	OH	45445	2
0354	Allen-Edison Village School	706 West 42nd	Kansas City	MO	64111	5
0400	Thomas Edison Charter School	2200 North Locust Street	Wilmington	DE	19802	5
0401	Friendship Edison Carter Woodson Campus	4095 Minnesota Ave	Washington	DC	20019	56
0545	Cahlan Elementary School	2801 Ft. Sumter Drive	Las Vegas	NV	89030	2
0546	Crestwood Elementary School	1300 Pauline Way	Las Vegas	NV	89014	2
0547	Lincoln Elementary	3010 Berg Street	Las Vegas	NV	89030	2
0548	Ann Lynch Elementary	4850 Kell	Las Vegas	NV	89115	2
0549	John S. Park Elementary School	931 Franklin Avenue	Las Vegas	NV	89104	2
0550	Ronnow Elementary	1100 Lena Street	Las Vegas	NV	89101	2
0551	Charles I. West Middle School	2050 Sapphire Stone Avenue	Las Vegas	NV	89106	2
0623	Derrick Thomas Academy	201 East Armour Boulevard	Kansas City	MO	64111	4
0437	Dayton View Academy	1416 West Riverview Ave.	Dayton	OH	45407	Billed w/site 0322
0543	Milwaukee Urban League Academy of Business & Economics	3814 North Avenue	Milwaukee	WI	53210	
0601	Jeremiah Gray-Edison Elementary School	6548 Orinco Avenue	Indianapolis	IN	46227	6
0620	Sulzberger Middle School	4725 Fairmount	Philadelphia		191	6

		Ave.		PA	39	
		7575			462	Billed
0651	Rosa Parks - Edison Elementary	Wellingshire Blvd	Indianapolis	IN	17	w/site 601
		3017 North 13th		M	631	
0652	Confluence Academy	Street	St. Louis	O	07	1
					122	
0407	New Covenant Charter School	174 3rd St.	Albany	NY	10	5
	The Charter School of Science &				146	
0408	Technology	690 St. Paul St.	Rochester	NY	05	13
					174	
0410	Lincoln Edison Charter	559 W King Street	York	PA	04	10
		1500				
	The Renaissance Academy-Edison	Townshipline			194	
0411	Charter School	Road	Phoenixville	PA	60	6
		1101 South 15 th			627	
0446	Feitshans Edison	Street	Springfield	IL	03	14
		1200 N.				
	Furman L. Templeton Elementary	Pennsylvania		M	212	14
0451	School	Ave.	Baltimore	D	17	
				M	212	See
0452	Gilmor Elementary School	1311 N. Gilmor	Baltimore	D	17	site 0451
						See
0453	Montebello Elementary School	2040 E. 32 nd	Baltimore	M	212	site 0451
		St.		D	18	
					104	
0531	Harriet Tubman Charter School	3565 Third Ave	Bronx	NY	56	4
					152	
0653	RAPAH	120 S Whitfield	Pittsburgh	PA	06	5
		2501 Kensington			191	
0529	Mariana Bracetti Charter School	Ave	Chester	PA	25	5
		5421 Thekla		M	631	
0661	Confluence Walnut Park Campus	Avenue	St. Louis	O	20	5
				C	802	5
0662	Omar Blair Charter School	4905 Cathay St	Denver	O	49	
					480	
0664	Ben Ross Public School Academy	8525 Cole Road	Warren	MI	93	5
					191	
0665	Renaissance Advantage Charter Sch	1712 S. 56 th St	Philadelphia	PA	43	5