

# **REQUEST FOR PROPOSALS**

## **FOR LOCAL PHONE SERVICE**

**REQUESTED BY:**

**EDISON SCHOOLS, INC.**

**JULIE ZALDUMBIDE  
521 FIFTH AVENUE, 11<sup>TH</sup> FLOOR  
NEW YORK, NY 10175  
DECEMBER 12, 2003**

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

## Introduction

Edison Schools Consortium, on behalf of eighty-four schools nationwide and Edison Schools' corporate offices and other business offices, is issuing a Request for Proposals for local phone service. Edison plans to have the service provider handle the billing and trouble reporting needs on a nation-wide basis. A list of these schools can be found in Attachment I. Because of contractual considerations this list is subject to change.

### **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 retail local 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.

Additional requirements connected with E-rate include the following:

- At Edison's discretion, BIDDER shall either (a) apply the approved E-rate discount to all services and/or products approved for funding and invoice the Universal Service Administrative Company for the balance or (b) remit to the District the E-rate discounted amount pursuant to the Billed Entity Application Reimbursement Process or any other reimbursement process in effect.
- If the Universal Service Administrative Company (USAC) refuses to pay an invoice for E-rate supported services that the Bidder has provided to Edison because the Bidder missed a USAC invoice filing deadline or was negligent in some other respect, Edison shall not be liable to the Bidder for the amount of the invoice that USAC has refused to pay.
- When Bidder submits an invoice to USAC for E-rate supported services, it shall simultaneously send a copy of that invoice to Edison.

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

**The Project's Scope**

Blanket bids covering local phone service for all the schools indicated in Attachment I are expected.

**Background**

Currently the Edison network consists of ninety (90) schools, which include elementary, middle and high schools, as well as Edison Schools Headquarters and associated offices.

**Current Phone Service Configuration**

Most of the schools that are managed by Edison have local phone service provided by the RBOC (regional bell operating company). A list of the schools is provided. Each of these schools has approximately twenty (20) POTS lines for a variety of different uses.

**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 company submitting a bid MUST have a Service Provider Identification Number (SPIN) or certify that it has applied for one. There are NO EXCEPTIONS to this requirement.

Furthermore, each company submitting a bid MUST BE an eligible telecommunications carrier (common carrier) as the Federal Communications Commission defines that term for purposes of the universal service (E-rate) program. There are NO EXCEPTIONS to this requirement.

**Billing**

Edison will require customized billing for all services. The service provider will be required to submit all invoices to the Edison headquarters. An additional requirement includes a complete invoice for each school listed in the Attachment, as well as separate billing for Edison's corporate offices and for any other location that is now or may later be found to be ineligible for E-rate supported services.

Invoices must be submitted to Edison at the beginning of the maintenance period. Payment terms must be indicated in the proposal. Edison does not and will not accept any agreements that include an auto renew clause. The service provider must also provide a contact person for all billing inquiries and discrepancies.

**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 5<sup>th</sup> Avenue, 16<sup>th</sup> Floor  
New York, NY 10175

**Deadlines for Proposal**

Service providers must submit proposals by January 12, 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](mailto: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, 2004. Multiyear contracts will be considered.

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:

- Getting a customer service record for each site
- Schedule migration dates for sites
- Set up each site under the parent account for Edison
- Work with New York Technical staff to determine the services provided on each line and remove any unneeded features

**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, indemnify, 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.

### **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.

### **Consequences of Failure to Complete Contract**

The parties to the contract agree that when the time limit for completing all work expires, Edison sustains damage and that it is, and will be, impractical to determine the actual damage that Edison will sustain in the event of, and by reason of, such a delay. Therefore the parties agree that the vendor will pay to Edison \$250 per day for each day's delay beyond the time prescribed to complete the work. The vendor agrees that Edison may deduct the amount from any money due the vendor under the contract.

The parties further agree that, if the work called for under the contract is not finished in its entirety within the time specified, Edison has the right to extend the time for completion, or not. Edison will determine which option is in the best interest of Edison.

If Edison decides to extend the time period for completing the contract, it will further have the right to change vendors, heirs, assigns, or sureties and to deduct from the final payment all, or any part, of the actual cost of inspection and other overhead expenses that are directly chargeable to the contract and that accrue during the extension.

### **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, the vendor will, provided they are ordered to do so by Edison immediately remove from the premises all materials and personal property belonging to the vendor that have not been used in the construction of the work, or that have not been used in the work. The vendor will be liable upon the bond for all damages caused to Edison by failing to complete the contract.

Edison will have the power to terminate the contract if the vendor at any time during the progress of the work refuses, neglects, or is unable (except for acts of God) to supply sufficient materials or workers to complete the work within the time specified in the contract.

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
- Getting a customer service record for each site
- Schedule migration dates for sites
- Set up each site under the parent account for Edison
- Work with New York Technical staff to determine the services provided on each line and remove any unneeded features

Site ID	Site Name	Address	City	State	Zip	Phone #
7	Roosevelt-Edison Charter School	205 South Byron Drive	Colorado Springs	CO	809 10 919	719-380-0176 619-422-4780
128	Feaster-Edison Charter School	670 Flower St.	Chula Vista	CA	10	
129	Emerson-Edison Junior Academy	4220 East Pikes Peak Ave.	Colorado Springs	CO	809 09	719-570-7824
200	Academy-Edison Elementary School	3475 Hampton Park Drive	Colorado Springs	CO	809 20	719-264-1520
216	Phillips-Edison Partnership School	1210 Shetler Ave.	Napa	CA	945 59	707-259-8425
226	Edison Charter Academy	3531 22nd Street	San Francisco	CA	941 14	415-285-0527
231	San Jose-Edison Academy	1500 East Francisquito Ave.	West Covina	CA	917 91	626-918-1230
234	Edison Brentwood Academy	2086 Clarke Ave.	East Palo Alto	CA	943 03	650-329-2877
235	Edison McNair Academy	2033 Pulgas Ave.	East Palo Alto	CA	943 03	650-473-9247
317	Chicago International Charter School - Longwood Campus	1309 W. 95th St	Chicago	IL	606 43	773-238-5350
318	Northmoor-Edison School	1819 W. Northmoor Road	Peoria	IL	616 03	309-692-9738
319	Franklin-Edison School	807 W. Columbia Terrace	Peoria	IL	616 06	309-682-7283
332	Edison-Bethune Charter Academy	1616 S. Fruit Ave.	Fresno	CA	937 06	559-498-0711
354	Allen-Edison Village School	706 West 42nd	Kansas City	MO	641 11	816-561-4640
359	Jefferson-Edison Elementary School	1027 Marquette Street	Davenport	IA	528 04	319-322-7562
448	Loucks Edison Junior Academy	2503 N. University	Peoria	IL	616 04	309-682-5043
545	Cahlan Elementary School	2801 Ft. Sumter Drive	Las Vegas	NV	890 30	70279904
546	Crestwood Elementary School	1300 Pauline Way	Las Vegas	NV	890 14	70279978
547	Lincoln Elementary	3010 Berg Street	Las Vegas	NV	890 30	70279931
548	Ann Lynch Elementary	4850 Kell	Las Vegas	NV	891 15	70279988
549	John S. Park Elementary School	931 Franklin Avenue	Las Vegas	NV	891 04	70279979
550	Ronnow Elementary	1100 Lena Street	Las Vegas	NV	891 01	70279971
551	Charles I. West Middle School	2050 Sapphire Stone Avenue	Las Vegas	NV	891 06	70279931
623	Derrick Thomas Academy	201 East Armour Boulevard	Kansas City	MO	641 11	81675388
123	Williams-Edison Partnership School	3501 Minnesota Road	Flint	MI	485 06	810-760-7019
124	Garfield-Edison Partnership School	301 East McClellan Rd.	Flint	MI	485 05	810-760-7013
313	Edison-Oakland Public School Academy	22111 Woodward Ave.	Ferndale	MI	482 20	248-582-8196
314	YMCA Service Learning Academy	21605 West Seven Mile Rd.	Detroit	MI	482 19	313-541-7656
322	The Dayton Academy	4401 Dayton-Liberty Road	Dayton	OH	454 18	937-262-4091

433	Meek Milton Primary School	1771 Henry Ruff	Inkster	MI	481 41	734-326- 6809
434	Baylor Woodson Elementary School	28865 Carlisle	Inkster	MI	481 41	734-721- 7968
435	Inkster High School	3250 Middlebelt	Inkster	MI	481 41	734-467- 8793
436	Blanchette Middle School	29193 Beech St.	Inkster	MI	481 41	734-326- 8452
437	Dayton View Academy	1416 West Riverview Ave.	Dayton	O H	454 07	937-567- 9446
443	Milwaukee Academy of Science	2200 West Kilbourn St.	Milwaukee	WI	532 33	414-933- 1914
539	Rolling Acres Edison	5617 N. Merrimac Drive	Peoria	IL	616 14	30969344 23
543	Milwaukee Urban League Academy of Business & Economics	3814 North Avenue	Milwaukee	WI	532 10	41444422 91
601	Jeremiah Gray-Edison Elementary School	6548 Orinco Avenue	Indianapolis	IN	462 27	31778943 09
603	Alcorn Elementary School	3200 Dickinson St.	Philadelphia	PA	191 46	21595208 53
605	Barratt Middle School	1599 Wharton St.	Philadelphia	PA	191 46	21595285 83
607	Gillespie Middle School	1801 Pike St.	Philadelphia	PA	191 40	21522744 09
608	Harrity Elementary School	5601 Christian St.	Philadelphia	PA	191 43	21547138 07
610	Kenderton Elementary School	1500 W. Ontario St.	Philadelphia	PA	191 40	21522787 78
614	Munoz-Marin Elementary School	3300 North 3rd St.	Philadelphia	PA	191 40	21529188 45
615	Penn Treaty Middle School	600 E. Thompson St.	Philadelphia	PA	191 25	21529151 72
616	Potter-Thomas Elementary School	3001 N. 6th St.	Philadelphia	PA	191 33	21522771 96
617	Shaw Middle School	5400 Warrington Ave.	Philadelphia	PA	191 43	21572722 48
618	Stetson Middle School	3200 B St.	Philadelphia	PA	191 34	21529141 68
620	Sulzberger Middle School	4725 Fairmount Ave.	Philadelphia	PA	191 39	21587880 06
621	Tilden Middle School	6601 Elmwood Ave.	Philadelphia	PA	191 42	21549261 28
651	Rosa Parks - Edison Elementary	7575 Wellingshire Blvd	Indianapolis	IN	462 17	31785957 50
652	Confluence Academy	3017 North 13th Street	St. Louis	M O	631 07	31424111 15
8	Henry E. S. Reeves Elementary School	2005 NW 111 St.	Miami	FL	331 67	305-953- 7251
13	Seven Hills Charter School	51 Gage St.	Worcester	M A	160 5	508-753- 7318
229	Edison Friendship - Chamberlain	1345 Potomac Ave. S.E.	Washington	DC	200 03	202-547- 4554
233	Edison Friendship - Woodridge	2959 Carlton Ave N.E.	Washington	DC	200 18	202-635- 6481
301	Friendship-Edison Public Charter School	725 19th Street NE	Washington	DC	200 02	202-399- 6157
400	Thomas A. Edison Charter School	2300 North Locust Street	Wilmington	DE	198 02	302-778- 2232
401	Friendship Edison Public Charter School - Carter G. Woodson Campus	4100 Minnesota Ave NE	Washington	DC	200 19	202-396- 8229
407	New Covenant Charter School	174 3rd St.	Albany	NY	122 10	518-626- 9916
408	The Charter School of Science & Technology	690 St. Paul St. 1500	Rochester	NY	146 05	716-454- 3215
411	The Renaissance Academy-Edison Charter School	Townshipline Road	Phoenixville	PA	194 60	610-983- 4096

412	Charles R. Drew Charter School	187 Wesley Ave. 1200 N.	Atlanta	GA	303 07	404-687- 0480
451	Furman L. Templeton Elementary School	Pennsylvania Ave.	Baltimore	M D	212 17	410-545- 7839
452	Gilmor Elementary School	1311 N. Gilmor	Baltimore	M D	212 17	410-462 6770
453	Montebello Elementary School	2040 E. 32 nd St.	Baltimore	M D	212 18 119	410-396- 6126 63136966
510	The Riverhead Charter School	3685 Route 25	Calverton	NY	33	87
512	The Charter School for Applied Technologies	2303 Kenmore Avenue	Buffalo	NY	142 07	71687697 58
513	Stepping Stone Academy Charter School	909 East Ferry Street	Buffalo	NY	142 11	71689557 66
604	Anderson Elementary School	1034 S. 60th St.	Philadelphia	PA	191 43	21547129 03
606	Comegys Elementary School	5100 Greenway Ave.	Philadelphia	PA	191 43	21572723 29
609	Kelley Elementary School	1601 N. 28th St.	Philadelphia	PA	191 21	21568451 79
611	Locke Elementary School	4550 Haverford Ave.	Philadelphia	PA	191 39	21582357 21
612	Ludlow Elementary School	550 W. Master St.	Philadelphia	PA	191 22	21568454 85
613	Morton-McMichael Elementary School	3543 Fairmount Ave.	Philadelphia	PA	191 04	21538635 49
619	Stoddart-Fleisher Middle School	540 N. 13th St.	Philadelphia	PA	191 23	21535173 77
531	Harriet Tubman Charter School	3565 Third Ave. 1801-27 Green	Bronx	NY	104 56 191	718-537- 9912 21568454
622	Waring Elementary School	3620 Franklin Street	Philadelphia	PA C	30 802	79 303-292-
210	Wyatt Edison Charter School	645 Milwaukee	Denver	O	05	5515
535	SouthEast Academy of Academic Excellence Charter School	Place, SE	Washington	DC	200 32	202-562- 1980
411	Renaissance Academy of Pittsburgh	120 South Witfield Street	Pittsburgh	PA	152 06	412-362- 8797
	Alternative of Hope (RAPAH)	800 South Gay Street	Pittsburgh	PA	06	8797
	Edison Schools - Knoxville Office	145 E. Artesia Blvd.	Knoxville	TN		865 546- 0999
455	Starr King-Edison Academy	3411 Silverside Road, Webster Blvd, Suite 200B	Long Beach	CA	908 05	562-428- 1232
	Delaware AMFU	4006 N Becker Drive, Suite A	Wilmington	DE		302 529- 5879
	Peoria AFMU	5527 N Union Blvd, Suite A	Bartonville	IL C		309 697- 0433
	Colorado AFMU		Colorado Springs	O		719 593- 9810