

REQUEST FOR PROPOSALS

FOR PBX MAINTENANCE

REQUESTED BY:

EDISON SCHOOLS, INC.

JULIE ZALDUMBIDE
521 FIFTH AVENUE, 11TH FLOOR
NEW YORK, NY 10175
DECEMBER 8, 2003

Phone 212 419-1801
Fax 212 419-1724

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Introduction

Edison Schools Consortium, on behalf of thirty-three (33) schools nationwide, is issuing a Request for Proposals for PBX maintenance. 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 PBX maintenance on Nortel Norstar, BCM and NAM (voicemail). Edison intends to acquire the most cost-effective, highest quality services available for all of the schools it represents using the Nortel equipment.

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.

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.

The Project's Scope

Edison recognized that an innovative solution or a fully managed end-to-end service might require incidental or even a substantial amount of hardware and/or software to implement. Service providers must clearly identify such hardware/software items and include them in the proposal.

On Premise Equipment

Edison maintains that the phone systems are currently in good working order.

Blanket bids covering all of our schools are welcomed, but not expected.

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 Phone System Configuration

Some of the schools that are managed by Edison have a Nortel Norstar or Norstar BCM model with voicemail. A list of the schools is provided. Each of these schools has a shared T-1 (currently provided by AT&T) for outbound long distance, 8-12 POTS lines for inbound and outbound local calling and a voicemail module.

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 phone system maintenance.

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 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 5th Avenue, 16th 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

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. Multi-year 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:

- Site Survey of existing equipment
- Schedule of backups of phone system and voicemail unit (this should be done at least twice a year)
- Work with schools to perform backups

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.

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.

The vendor will provide without claiming additional payment any equipment or special installations required by the contract and not specifically mentioned in the contract. The parties understand that awarding the contract will be comprehensive in nature and provide a completely operational system(s).

Dedicated technician(s)

A technician(s) will contact Edison each day for five workdays after the Notice of Completion to ask about the status of the product or service procured through this contract. Edison may select a technician(s) of their choice, or request that the vendor select a technician(s).

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.

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.

Technical Specifications

Phone Maintenance

Edison schools would like a proposal to provide phone maintenance to the schools listed in Addendum I. The schools have a Nortel Norstar MICS with voicemail (NAM) or a Nortel Business Communications Module (BCM) with an integrated voicemail. All of the schools have one T-1 card, one to three trunk cards, a voicemail module, and several digital station modules depending on the size of the school.

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
- Schedule Site Surveys
- Establish ongoing maintenance
- Provide each school with trouble ticket reporting information
- Schedule Backups for each school
- Perform backups and notify Edison HQ when completed

Attachment 1

List of schools:

Williams Edison Partnership School
3501 Minnesota Road
Flint, MI 48507

Garfield Edison Partnership School
301 East McClellan Road
Flint, MI 48505

Roosevelt Edison Charter School
205 South Byron Drive
Colorado Springs, CO 80910

Emerson Edison Partnership School
4220 E. Pikes Peak Avenue
Colorado Springs, CO 80909

Academy Edison Elementary School
3475 Hampton Park Drive
Colorado Springs, CO 80920

Wyatt Edison Charter School
3620 Franklin Street
Denver, CO 80910

Phillips Edison Partnership School
1210 Shelter Avenue
Napa, CA 94559

Edison Charter Academy
3531 22nd Street
San Francisco, CA 94114

San Jose Edison Academy
1500 E. Francisquito Avenue
West Covina, CA 91791

Friendship Edison – Chamberlain Campus
1345 Potomac Avenue, SE
Washington, DC 20003

Friendship Edison - Blow Pierce Campus
725 19th Street, NE

Washington, DC 20002

Friendship Edison – Carter Woodson Campus
4095 Minnesota Avenue
Washington, DC 20019

Friendship Edison – Woodridge Campus
2959 Carlton Avenue, NE
Washington, DC 20018

Chicago International Charter School
1309 W. 95th Street
Chicago, IL 60643

Charles R Drew Charter School
301 East Lake Boulevard
Atlanta, GA 30317

Baylor Woodson Elementary
28865 Carlysle
Inkster, MI 48141

Inkster High School
3250 Middlebelt Road
Inkster, MI 48141

Blanchette Middle School
1771 Henry Ruff Road
Inkster, MI 48141

Meek Milton Primary Academy
28665 Carlysle
Inkster, MI 48141

Cahlan Elementary
2801 Ft. Sumter Drive
North Las Vegas, NV 89030

Lincoln Elementary
3010 Berg Street
North Las Vegas, NV 89030

Ann T. Lynch Elementary
4850 Kell Lane
Las Vegas, NV 89115

Charles I West Middle School
2050 Sapphire Stone Avenue
Las Vegas, NV 89106

Crestwood Elementary School
1300 Pauline Way
Las Vegas, NV 89014

John S. Park Elementary
931 Franklin Avenue
Las Vegas, NV 89104

Ronnow Elementary
1100 Lena Street
Las Vegas, NV 89101

Derrick Thomas Academy
201 East Armour Blvd
Kansas City, MO 64111

St. Louis Confluence
3017 North 13th Street
St. Louis, MO 63107

Furman Templeton Elementary
1200 N. Pennsylvania Avenue
Baltimore, MD 21217

Montebello Edison Elementary
2040 E. 32nd Street
Baltimore, MD 21218

Gilmor Edison Elementary
1311 N. Gilmor
Baltimore, MD 21217

Thomas A Edison Charter School
2200 North Locust Street
Wilmington, DE 19802

Jefferson Edison
1027 Marquette Street,
Davenport, IA 52804