Request for Proposals

for

TECHNOLOGY SERVICES, INCLUDING E-RATE ELIGIBLE CATEGORY 1 SERVICES: DEDICATED INTERNET ACCESS

Funding Year 2027 FCC Form 470 # 270000539
Posted: November 16, 2026

Please note that Acero issued a separate Form 470 and RFP for Category Two services

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Issued on November 16, 2026

Proposal Due Date: 4:00 PM CST on December 22, 2026

Acero Charter Schools, Inc.
18 S. Michigan Ave, 9th Floor
Chicago, Illinois 60603
bidresponse@aceroschools.org

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I. ABOUT ACERO SCHOOLS

Acero Charter Schools, Inc. ("Acero") is an over 20-year-old urban, tuition-free public charter school network serving a high percentage of bilingual students. Since 1998, we have served more than 19,000 Chicago students.

Acero, which means structural steel in Spanish, signifies the endurance and strength of our community of students, alumni, parents and educators.

Acero takes a team-based approach to developing high performing schools through innovation and sharing best practices. Using proven educational models that foster social emotional learning, personalized instruction and data-driven and differentiated teaching, we devise a customized approach for each of our schools to best meet the needs of individual students and families.

II. OVERVIEW OF THIS REQUEST FOR PROPOSALS

In accordance with Acero Schools' procurement policy and rules, Acero Schools invites your company ("Company", "Company", "you", or "your") to participate in this Request for Proposals ("RFP") seeking diverse Category 1 E-Rate funded services, specifically Dedicated Internet Access. Qualified companies interested in this Request for Proposal (RFP) are invited to submit proposals based on the Federal Communication Commission's Schools and Libraries Division ("SLD", "E-Rate") program rules to support economically disadvantaged rural and urban schools and libraries. The resulting contract and service will begin on July 1, 2027, in accordance with E-Rate's Funding Year 2027. Further details are listed below in Section III and in the attached Exhibits.

Acero has participated in the E-Rate program since 2006. Acero wishes to maintain industry standards for its robust infrastructure that requires complex support and services in E-Rate Category One and Category Two.

Please note that Acero issued a separate Form 470 & RFP for Category Two services.

III. TIMELINE

Companies will be expected to comply with the following dates and deadlines. Acero reserves the right to reject any Proposal received after the Proposal Due Date.

RFP Timeline	Date
FCC Form 470 # 270000539 posted	November 16, 2026
RFP Issued ("Issue Date") & Quiet Period Begins	November 16, 2026
Q&A Period Closes and Deadline to Submit Questions to bidresponse@aceroschools.org	November 22, 2026
Acero issues written answers to Questions	November 23, 2026
Company's Proposals Due ("Proposal Due Date")	4pm CST, December 22, 2026
Anticipated Award Date	Early February 2027

IV. DESCRIPTION OF SERVICES

Acero seeks to procure a Category 1 E-Rate funded service, specifically Dedicated Internet Access. The following section describes the Services to be performed by the selected Company. Further details on the evaluation of Proposals, preparing Proposals in response to this RFP, and conditions of submitting a Proposal can be found in Sections IV through VII of this RFP, as well as in the attached Exhibits. Companies are encouraged to thoroughly read these materials **in their entirety** before submitting a Proposal.

The establishing FCC Form 470 number is # 270000539. Companies are required to participate and be in full compliance with all current and future requirements issued by the Schools and Libraries Division of the Universal Service Corporation ("SLD") for participation in the E-Rate Program.

Acero seeks to award a contract to the Company(s) selected as the highest evaluated Proposal for a one (1) year initial term with three (3) 1-year options to renew. This RFP, any Addendum, and your Proposal will be incorporated into an agreement upon contract award. The resulting contract and service will begin on July 1, 2027, in accordance with E-Rate's Funding Year 2027.

Please note that Acero issued a separate Form 470 & RFP for Category Two services.

A. CATEGORY 1 SERVICES AND DELIVERABLES: DEDICATED INTERNET ACCESS

Functional Description

Acero seeks proposals for Dedicated Internet Access (DIA) delivered over a dedicated, non-oversubscribed circuit meeting the requirements below. The Service Provider will provide a turnkey, fully managed Layer 3 connection up to the Customer Premises Equipment (CPE) handoff. The service must be non-oversubscribed (1:1 contention ratio), proactively monitored by the Provider's Network Operations Center (NOC) 24x7x365, and backed by a strict enterprise Service Level Agreement (SLA).

Minimum requirements for Dedicated Internet Access

1. E-Rate Specific Requirements
   - SPIN Requirement: All bidding Service Providers must have a valid Service Provider Identification Number (SPIN) and must include this number in their proposal. The Service Provider must maintain an active "Green Light" status with the FCC.
   - Lowest Corresponding Price (LCP): As required by E-Rate rules, the Provider must offer the Lowest Corresponding Price for the requested services.
   - Funding Contingency: Executing any contract resulting from this RFP is contingent upon E-Rate funding approval by the Universal Service Administrative Company (USAC) and the Acero Board of Directors. Acero reserves the right to cancel the procurement or scale

back services if full funding is not approved.

- Invoicing Method: Acero requires support for the Service Provider Invoice (SPI) method, where the Provider bills USAC directly for the discounted portion and bills Acero only for the non-discounted portion. Bidders must explicitly confirm their ability to support SPI billing.

2. Location, Demarcation & Relocation
   - Primary Demarcation: Deliver DIA to the Acero network core located at the third-party data center: 216 W. Jackson Blvd., Chicago, IL 60606. Bidders must explicitly state if pricing includes all Monthly Recurring Costs (MRC) and Non-Recurring Costs (NRC) for the cross-connect from the facility Meet-Me-Room (MMR) to the Acero suite/cage.
   - Implementation and Cutover Overlap: To facilitate potential transition from the incumbent provider and allow for SD-WAN IP migration, the new Service Provider must allow for a minimum 30-day active billing overlap where both the old and new circuits remain fully functional.
   - Data Center Relocation Clause: During the contract term, Acero reserves the right to relocate its network core to a different data center facility within the Chicagoland area. The Service Provider must outline the process, lead times, and non-recurring costs (NRC) to establish the circuit at a new facility. No early termination liability or penalties will be assessed on the original circuit, provided the service transitions seamlessly to the new location under the same Provider with a 30-day overlap.

3. Bandwidth & Scalability
   - Minimum committed scalable bandwidth of 5,000 Mbps (5 Gbps) up to a maximum of 10,000 Mbps (10 Gbps).
   - Service Provider must provide itemized pricing matrices for 5,000 Mbps (5 Gbps) and 10,000 Mbps (10 Gbps)
   - Acero reserves the right to increase bandwidth within this specified range up to once per year without penalty, contract extension, or hidden fees using the original procured pricing schedule.
   - Service must allow for an unlimited amount of data transfer (unmetered, zero data caps).

4. Technical Handoff & Routing
   - Physical Handoff: 10 Gigabit Ethernet (10GbE) delivered via either Single Mode Fiber (10GBASE-LR) or Multimode Fiber (10GBASE-SR) directly to Acero's core routing equipment. Bidders must specify their proposed optical handoff type.
   - IP Addressing: To support the district's centralized SD-WAN architecture requiring 1:1 Network Address Translation (NAT) for branch routers, the Service Provider must provide a dedicated /27 block of public IPv4 addresses at no additional monthly charge.
   - Routing: Acero does not currently utilize its own Autonomous System Number (ASN). The Service Provider must support Static routing or default-route BGP peering to Acero's edge equipment.

5. Service Level Agreement (SLA) & Support
   - Support: 24x7x365 proactive monitoring by Provider NOC, with domestic online and telephone engineering support.
   - Availability: Minimum 99.99% network availability.

- MTTR: Mean Time to Repair (MTTR) of four (4) hours or less for physical and logical circuit restoration.
- Incident Response: Service Provider will automatically initiate incident resolution within 30 minutes of detecting an outage.
- Latency, Packet Loss & Jitter: Average monthly latency of ≦ 10ms from the Acero demarcation point to the Provider's Internet ingress point. Maximum monthly average packet loss of ≦0.1%, and jitter of ≦2ms.
- Escalation: A negotiable problem management and escalation mechanism must be provided.
- Status Reporting: Periodic, systematic status reporting must be provided.
- Contact: A single point of contact with sufficient authority to direct and redirect vendor resources for problem resolution must be provided.
- Installation Review: A formal installation review and acceptance process must be provided for all new products and services.
- SLA Credits: Acero will receive a prorated service credit for any outage exceeding 4 hours. Bidders must include their standard SLA credit matrix for availability, latency, packet loss, and jitter failures.

6. Special Considerations & Compliance
    - Proposals must clearly specify pricing in Mbps/Gbps increments.
    - Security Services: Service Provider should state if volumetric DDoS mitigation ("Clean Pipes") is included, available as an add-on, or natively integrated into the carrier backbone. Bidders must provide itemized E-Rate eligible and ineligible pricing for these security services.
    - CIPA Compliance: The Service Provider must not impede or restrict Acero's deployment of edge-based or cloud-based filtering solutions required to comply with the Children's Internet Protection Act (CIPA).

Mandatory Bid Disqualification Criteria

Bidders must explicitly address every requirement outlined in this RFP. Bids will be declared Non-Responsive and immediately disqualified prior to point evaluation if they fail to meet any of the following binary conditions:

- Omission of SLA and other requested Metrics: Failure to explicitly state and contractually commit to every required SLA metric, for example, 99.99% network availability, ≦ 4-hour MTTR, ≦ 10ms latency, ≦ 0.1% packet loss, and ≦ 2ms jitter).
- Incomplete Technical Specifications: Failure to explicitly confirm the optical handoff options (10GBASE-LR or 10GBASE-SR) and the provision of a dedicated /27 IPv4 block without additional recurring fees.
- Missing Administrative Requirements: Failure to provide a valid SPIN, maintain an active FCC "Green Light" status, agree to SPI billing, or agree to the mandatory 30-day transition overlap and potential data center move requirements.

Proposals missing any required data point will be rejected immediately. No opportunity will be granted to cure, supplement, or clarify incomplete proposals after the submission deadline.

Dedicated Internet Access Pricing Worksheet

The Dedicated Internet Access pricing worksheet *Exhibit B* may be found as an Excel spreadsheet on Acero's website at https://www.aceroschools.org/apps/pages/index.jsp?uREC_ID=817086&type=d&pREC_ID=1201864 and is also attached to FCC Form 470# 270000539 in the E-Rate Productivity Center (EPC).

B. GENERAL SERVICE REQUIREMENTS

The following general service requirements apply to the service listed above in Section IV.A. and are in addition to any component or service-specific requirements presented in the individual RFP.

- Companies must adhere to E-Rate Program rules regarding Lowest Corresponding Price (LCP). LCP is defined as the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular applicant (school, library, or consortium). Per program rules, Service Providers cannot charge applicant a price above the LCP for E-Rate Program services.
- Equipment/services requested may be applicable to all or some sites
- For each service, proposer must provide a cost summary for: a one-year (1-year) contract with three (3) optional one-year (1-year) extensions
- All prices must clearly delineate eligible and ineligible costs.
- All prices must be line itemized.
- Company must fill in each section of *Exhibit B - Pricing* completely. Failure to complete may deem a proposal incomplete or non- responsive and thus subject to rejection.
- Point of contact for reviewing invoices/pricing must be provided.
- Proposals must provide a breakdown of costs for each item/service, including anticipated taxes and fees associated with service.
- ALL charges must be expressly stated in Company's proposal. In the event where a Company is awarded a contract and additional taxes and fees are charged which were not listed in the Proposal, such charges will be considered a breach of the terms of the contract and Acero will be under no obligation for payment of such charges.
- Service providers must follow a formal written process of notification in the event that there is a change in the manner in which services are delivered from that listed in the RFP.
- Where applicable, time and materials costs must be listed clearly, by like item.
- Willingness to invoice Acero at the approved non-discount percentage, with the remainder directly to the SLD (via SPI form), pending Acero certification for service performed.

Please note that Acero issued a separate Form 470 & RFP for Category Two services.

V. EVALUATION PROCEDURE & CRITERIA

Designated Acero staff will first assess the Company's compliance with the requirements of the form of the Proposal, including completeness and timeliness of submission. Any Proposal that is incomplete, fails to clearly communicate information upon which an evaluation can be based, or is missing key components necessary to fully evaluate the response may, at the sole discretion of Acero, be rejected from further consideration due to "non-responsiveness." If Acero finds that Company failed to provide information or if Acero is unable to clearly understand the information provided, Acero may reject the Proposal prior to evaluation or reflect the failure as part of the evaluation process. ***Acero is under no obligation to request clarification from Companies regarding Proposals.***

Acero will then evaluate the extent to which a Proposal meets the project requirements and technical specifications set forth in this RFP, in accordance with the criteria outlined below. Acero will consider the information Company supplies or does not supply, and the quality of that information when evaluating Company's Proposal.

Criteria	Weight
Cost of E-Rate eligible equipment/services	25
Cost E-Rate ineligible equipment/services	10
Network Architecture, Specs & Scalability / Physical Route Diversity & Fault Tolerance	20
NOC Operations, SLAs & Incident Response	10
On-Site Field Support & Maintenance	5
Implementation, Delivery & Cutover Plan	10
Experience providing similar services/quality of references	10
Vendor Qualifications & Financial Stability	5
E-Rate Compliance, Billing & Contract Terms	5
TOTAL	**100 points**

VI. FORMAT FOR PROPOSAL

You are encouraged to thoroughly read this RFP **in its entirety** before submitting a Proposal. Your Proposal must be submitted in accordance with the instructions in this RFP and must include all information and materials requested in this RFP. If your Proposal does not follow this format, or does not contain the information requested, Acero may reject your Proposal.

Your Proposal should be separated by clearly labeled sections in accordance with the sequence listed below:

1. Cover Letter & Executive Summary (Section #1)

You must submit a cover letter signed by an authorized representative who is capable of committing the Company to provide the Goods or Services described in this RFP. The cover letter should include:

a. A brief description of your company, including its legal name, location, principal place of business, and years in business;

b. Federal Tax ID;

c. The name and telephone number of the principal contact for negotiations; and

d. A brief summary which explains your understanding of Acero's intent and objectives, and how your Proposal would achieve these objectives. General information concerning your qualifications should be also included in the executive summary unless addressed in other tabs of the Proposal.

2. Evidence of Qualifications (Section #2)

To demonstrate qualification for performing the Work under this RFP, Companies must submit the following documents.

a. Business License/Authority to do Business in Illinois

b. Key Personnel and Organization
   - Provide the names of key individuals for this effort, as well as an organization chart representing project responsibilities.
   - Provide a list of current members of your board of directors, if applicable.
   - Provide the name of each individual or entity and their percentage of ownership.
   - Provide a list of personnel who would be assigned to the Acero account.

c. Company Financial Information
   - Provide financial information concerning the solvency of their businesses, including: Gross annual revenue; Cash flow statement; and, Number of employees currently employed.
   - If Company is unable to provide financial information, state the reasons in Company's Proposal.

d. Past and Present Litigation
   - Please provide a statement listing legal actions over the last three (3) years (whether civil, criminal, or administrative and whether brought by government/regulatory agency or private individual) with regard to any material matter involving your business operations or use or development of a system or services.

e. References
   - Please provide a minimum of three (3) references to whom you provide services/products similar to those requested in this RFP. If possible, please include at least one reference from a charter school network, public educational institution, or not-for-profit organization.

f. Minority/Women/Persons with Disabilities Owned Business Enterprise Commitment
   - Acero Schools encourages the use of Companies that are owned by minorities, women, or persons with disabilities. When submitting a Proposal, Company should identify whether Company's firm holds a State of Illinois Business Enterprise Program (BEP) certification, or an equivalent designation from another state, and provide evidence of certification.

3. Completion of Conflict of Interest Certification (Section #3)

Company must include an executed *Exhibit A* – Conflict of Interest Certification.

4. Authority and Signature (Section #4)

Company must sign page 18 of this RFP, X. Authority and Signature.

5. Proposed Implementation of Services (Section #5)

Companies must provide a plan for implementing the Services described in this RFP. Company's comprehensive plan must address all Services requested and include an overall plan for the implementation of Services.

6. Completion of Pricing Form (Section #6)

Company must complete *Exhibit B – Pricing Form*. Proposals that fail to include complete price information will be deemed non-responsive and rejected. Acero reserves the right to negotiate a final fixed price, terms, and conditions with the selected Company. Company is responsible for disclosing any additional charges, taxes, or fees, which Acero must pay, in a detailed list. The Excel version of the *Exhibit B – Pricing Form* can be downloaded from Acero's Procurement website at https://www.aceroschools.org/apps/pages/index.jsp?uREC_ID=817086&type=d&pREC_ID=1201864 or attached to FCC Form 470# 270000539 in the E-Rate Productivity Center (EPC).

Proposals should include both PDF and Excel versions of the Pricing Form.

VII. SUBMITTING PROPOSALS

A. Proposal Due Date, Time, and Submission Address

All Proposals **must be submitted by 4:00 PM (Central Standard Time) on December 22, 2026**. Proposals should be submitted **by email** to **bidresponse@aceroschools.org** and must be in PDF format (with the exception of the *Exhibit B* Pricing which should be in Excel). Please note that email attachments in excess of 25MB may be undeliverable so please confirm submission with the contacts above. Proposals may also be submitted **by mail or physical delivery** to: **Acero Charter Schools, Inc., Attn: Joshua Herzog, 18 S Michigan Ave, 9th Floor, Chicago, IL 60603**. Only Proposals ***received*** by the deadline will be considered.

Acero staff will not open Proposals until after the due date and time specified above.

Prior to the due date, Company may email modifications and withdrawals to **bidresponse@aceroschools.org**. Acero reserves the right to not consider Proposals, modifications, or withdrawals submitted after the due date and time.

B. Questions and Answers

All questions must be submitted in writing by email to **bidresponse@aceroschools.org** on or by **November 22, 2026**. Responses to all questions will be reduced to writing and posted as an addendum to this RFP on Acero's website at https://www.aceroschools.org/apps/pages/index.jsp?uREC_ID=817086&type=d&pREC_ID=1201864 and attached to FCC Form 470#270000539 in the E-Rate Productivity Center (EPC). Responses will be posted by 5 PM Central Standard Time on November 23, 2026.

C. Addenda

Company may download any future Addenda from Acero's website at https://www.aceroschools.org/apps/pages/index.jsp?uREC_ID=817086&type=d&pREC_ID=1201864 or attached to FCC Form 470# 270000539 in the E-Rate Productivity Center (EPC). Companies are solely responsible for acquiring the necessary information and materials.

Under no circumstances shall the failure to obtain clarifications and/or Addenda relieve a Company from being bound by any additional terms and conditions in the clarifications and/or Addenda, or from considering additional information contained therein in preparing a Proposal. Furthermore, failure to obtain any clarification and/or addendum shall not be valid grounds for a protest against award(s) made under this RFP.

D. Contact Information

If you have a question, you should notify the Project Contact identified in this section. Do not discuss the solicitation or your Proposal, directly or indirectly, with any Acero officer, director or employee other than the Project Contact (see "Quiet Period"). Questions regarding this RFP must be sent in writing via email to the Project Contact. Telephone calls regarding the solicitation are not permitted. The contact information is as follows:

Acero Project Contact:
Acero Charter Schools, Inc.
18 S. Michigan Ave., 9th Floor
Chicago, Illinois 60603
bidresponse@aceroschools.org

VIII. GENERAL RULES AND GUIDELINES

By submitting a Proposal in response to this RFP, you acknowledge and adhere to the following general rules and guidelines:

A. Quiet Period

Beginning on the Issue Date and ending with an Award Notice, a Quiet Period will exist to ensure that prospective Companies have equal access to information relevant to the RFP. Except as expressly permitted in this Section, all prospective Companies shall refrain from communicating with any Acero employee regarding any product or service related to this RFP, the status of this RFP, Acero's decision, or other questions related to the RFP process. Prospective Companies shall also refrain from providing meals, travel, hotel, or other gifts of value to any Acero employee or the Project Manager. This Quiet Period policy does not prevent an existing Company from communicating with Acero employees or the Project Manager in the ordinary course of providing services under an existing agreement, however discussions related to this RFP shall be avoided. A potential Company may be disqualified from consideration under the solicitation for a knowing violation of this Quiet Period policy.
All communications related to this RFP must be directed to the Project Contact listed above.

B. Proposal Firm Time

Your Proposal must remain firm for 60 days from opening (the "Proposal Firm Time").

C. Conflicts of Interest

Acero will consider any information, including information contained in Company's Proposal that may demonstrate a conflict or potential conflict of interest that might compromise Company's ability to successfully perform the proposed services or undermine the integrity of the competitive procurement process.

Acero's officers, directors, agents, employees and family members are prohibited from engaging in any activity or transaction that conflicts with or appears to conflict with the interests of the Organization. Accordingly, Companies must disclose any personal, professional or business relationship it has or had with Acero, any of its employees, its Board members, or family members of Acero employees or Directors that could give rise to, or appear to give rise to, a conflict of interest.

If any Company submitting a Proposal has provided any services to Acero in researching, consulting, advising, drafting or reviewing this solicitation or any other services related to the preparation of this solicitation, such Company will be disqualified from further consideration. All Companies must certify that no such conflict exists in accordance with *Exhibit A*.

D. Compliance/Rescission of Resulting Contract

By submitting a Proposal, Company understands that the information furnished to Acero during the procurement process, including without limitation the disclosure of any conflicts of interest, certifications regarding communications with Acero relating to the Quiet Period, or certifications relating to Acero's ban on pre-solicitation assistance, is material to its decision to award the Selected Company a contract. Company agrees that any misstatement of fact or omission made or not made in responding to this RFP may be grounds for rescinding the resulting contract.

E. Freedom of Information Act

Any and all records and documentation relating to the Services provided pursuant to, or otherwise obtained in connection with this Agreement, including this Agreement, may be subject to public release under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et.seq*.

F. Confidentiality

Company may identify those portions of the Proposal that contain trade secrets or other proprietary data that must remain confidential. If a Company includes data that is not to be disclosed to the public for any purpose or used by Acero for anything other than evaluation purposes, the Company **must**:

1. Mark the title page as follows: "This RFP Proposal includes trade secrets or other proprietary data ("data") that may not be disclosed outside Acero and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal. The data subject to this restriction are contained in sheets (insert page numbers or other identification)."; and,

2. Mark each sheet or data to be restricted with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Proposal."

To the extent that Proposals received as a result of the RFP are subject to disclosures required by law, including disclosures under the Freedom of Information Act, the Proposals will be open to the public unless the Company requests in its Proposal that the state treat certain information as confidential. A request for confidential treatment will not supersede the legal obligations imposed by state or federal laws.

Acero will not honor requests to keep the entire Proposal confidential, and the Company must show specific grounds or rules that support confidential treatment. If a Company requests confidential treatment, the Company must submit one (1) additional copy of the Proposal with the confidential information redacted. Companies shall include in the redacted copy a description of the information redacted. By separate attachment to the un-redacted Proposal, Company must list the information to receive confidential treatment and the section and page number of the Proposal on which it appears. Nothing herein shall obligate Acero to withhold information subject to disclosures required by law. A Company must hold harmless and indemnify Acero for all costs or damages associated with Acero defending Company's request for confidential treatment.

G. Governing Law and Forum

Illinois law and rules govern this solicitation, including to the extent that the terms of this RFP are incorporated into any resulting contract. Companies must bring any action relating to this RFP in the appropriate court in the State of Illinois.

H. Award Notices

Acero will post a notice to the Acero website identifying the selected Company only after contract negotiations are finalized. Prior to the posting, Acero may accept or reject Company's Proposal as submitted, or may require contract negotiations. If negotiations do not result in an acceptable agreement, Acero may reject Company's Proposal and begin negotiations with another Company.

I. Additional Conditions

By submitting a Proposal, it is understood that the entity submitting the selected Proposal shall perform all services and functions required in this RFP. The services contemplated are professional in nature. It is understood that the selected Company must be of professional status, licensed for all applicable professional discipline(s) requiring licensing, and in good standing with its state of incorporation, if applicable. The Company and each of its members, employees, agents, or subcontractors must be financially solvent and competent to perform the services required under this RFP document. Subcontractors will be subject to the same standards, duties, and disclosures as the selected entity.

Further, it is understood that all Proposals that would require the Company to hire or engage subcontractors to carry out the proposed services must clearly identify such subcontractors and the work they will perform. The name, address, and EIN of any known subcontractors must be provided. Acero will not refuse a Proposal based upon the use of subcontractors. However, Acero retains the right to refuse the subcontractors Company has selected if the use of such subcontractors would violate the procurement policies of Acero.

Further, it is understood that all reports, information, or data prepared or assembled by the selected entity under a contract awarded pursuant to this RFP are confidential in nature and will not be made available to any individual or organization without the prior written approval of Acero.

J. Debarment/Suspension

By submitting a response to this RFP, Company certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from bidding or participating in this transaction under 105 ILCS 5/10-20.21(b) or by any Federal or State department of agency.

K. Contract Terms

By submitting a response to this RFP, you acknowledge that if your Proposal is accepted by Acero, Company's Proposal and related submittals may become part of the contract. Acero will negotiate contract terms upon selection. Acero reserves the right to refuse an award of a contract to any entity submitting a Proposal based on a failure to agree to terms and conditions that are in the best interest of Acero and its affiliates. If a selected entity is refused an award of a contract, Acero reserves the right to select any other entity submitting a Proposal in response to this RFP

for such an award.

L. Reservation of Rights

Acero reserves the right to:

1. Reject any or all of the Proposals, including the lowest price Proposal;
2. Withdraw the entire RFP;
3. Issue a subsequent RFP;
4. Remedy errors in the RFP;
5. Seek the assistance of outside technical experts to review Proposals;
6. Approve or disapprove the use of particular subcontractors and suppliers;
7. Award a Contract to one or more Companies;
8. Waive informalities and irregularities in Proposals; or
9. Disqualify the Proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of Company(s).

IX. TABLE OF EXHIBITS

Vendor Conflict of Interest Certification	*Exhibit A*
Pricing Form	*Exhibit B*

X. AUTHORITY AND SIGNATURE

You acknowledge that you read, understand and agree to be bound by the terms of this RFP. You represent, warrant and covenant that your response to each section of this RFP is accurate, complete, and has been submitted by the Proposal Due Date. You understand and agree to be bound by your responses to each section of this RFP, including, but not limited to, any and all supplemental documentation and attachments. You have full power and authority to enter into an Agreement based upon the information contained in this RFP and any Proposal; and the person signing this Proposal on your behalf has been properly authorized and empowered to respond to this RFP and provide the information required to respond to this RFP.

_____

Signature of Person Signing the Proposal

_____

Printed Name

_____

Title

_____

Company Name

_____

Date Signed

EXHIBIT A

ACERO SCHOOLS CHICAGO

VENDOR CONFLICT OF INTEREST CERTIFICATION

Acero Charter Schools, Inc. ("Acero") is committed to avoiding any transactions involving conflicts of interest, or even the appearance of conflicts of interest, between vendors and Acero's officers, directors, employees, and agents. Acero's conflict of interest policies are intended to prevent the personal interest of any Acero employee or Board member from inappropriately affecting the decisions and actions of Acero concerning transactions, expenditures, and other matters.

Therefore, each entity ("Vendor") that enters into a transaction with Acero, and any of the Vendor's subcontractors, must disclose a relative, business, or other relationship with (1) Acero's officers, directors, employees, or (2) family members of Acero's officers, directors, and employees, that would be considered a conflict of interest or may create the appearance of a conflict of interest.

For purposes of this certification, "relative" is defined as: spouse, civil union partner, domestic partner, parent, child, step-child, sibling, step-sibling, half-sibling, grandparent or grandchild, parents-in law and siblings-in law, and any person living in the same domicile with you.

Does the undersigned Vendor, Vendor officers, directors, or employees have a relative, business, or other relationship that could be perceived as potentially influencing a business decision, with any officer, director or employee of Acero? With regard to relationships with Acero employees, the Vendor needs only to disclose those relationships with employees that have authority, or are in a position to influence those with authority, to enter into contracts on behalf of Acero.

[ ] Yes

[ ] No

If yes, please identify: (1) the name and title of the Acero employee, officer, or director with whom the Vendor has a relationship; (2) the name and title of the Vendor's employee, officer, or director with whom Acero has a relationship; and (3) the precise nature of such relationship.

_____

_____

_____

_____

For each of the Vendor's subcontractors, do any of the subcontractor's officers, directors, or employees have any business, familial, romantic, friendship, or other relationship that could be perceived as potentially influencing a business decision, with any officer or employee of Acero? With regard to relationships with Acero employees, the subcontractor

needs only to disclose those relationships with employees that have authority, or are in a position to influence those with authority, to enter into contracts on behalf of Acero.

[ ] Yes

[ ] No

If yes, please identify: (1) the name and title of the Acero employee, officer, or director with whom the subcontractor has a relationship; (2) the name and title of the subcontractor's employee, officer, or director with whom Acero has a relationship; and (3) the precise nature of such relationship.

_____

_____

_____

_____

Any Vendor or subcontractor that fails to disclose any relationship that would constitute a conflict of interest, or create the appearance of a conflict of interest, may be subject to debarment from future contracts with Acero or its affiliated entities. Additionally, it is the Vendor or subcontractor's responsibility to disclose to Acero any future conflicts of interest, or appearances of conflicts of interest, that may arise during the duration of the contract.

The undersigned certifies that they are a person with knowledge of the facts and assertions made on this form and that all statements contained in this disclosure are true, accurate, and complete as of the date affixed to the signature below.

_____ _____

(Print or type name of the Vendor) Date

_____

(Print or type name of the Disclosing Party)

_____

(Signature of Disclosing Party)

EXHIBIT B- PRICING FORM: INTERNET

Applicant:	Acero Schools
BEN:	16034169
Form 470#:	270000539
Service Provider:	
SPIN:	
Contact Name:	
Contact E-mail:	
Contact Phone:	

Pricing Sheet Response Instructions

In addition to your standard company quote, please complete the yellow cells in the table below with your pricing information.
If you do not plan to offer a specific bandwidth or term, please place "N/A" in that cell. If there is not cost associated with a line item, please enter $0.
Any one-time installation costs, special construction, leased equipment fees or additional surcharges must be included in the response. If no charge, enter $0.

Internet Access

Please provide pricing for cost of circuit.

		5000Mbps	10,000Mbps
Monthly Recurring Cost	1 YEAR CONTRACT with (3) one-year optional extensions		
	Equip Lease Fee		
	DDoS Mitigation / Security Services		
	Cross Connect		
	Other MRC (Surcharges, Etc.)*		
Non- recurring Charges	One-time Install Cost		
	Cross-Connect		
	Special Construction Charges		

* Specify the product or service incurring "Other" charges here:		
	Description	Cost/Fee

Additional Comments/Notes: