

Board Office Use: Legislative File Info.	
File ID Number	26-0408
Introduction Date	3/25/26
Enactment Number	
Enactment Date	



Board Cover Memorandum

To Board of Education

From Denise G. Saddler, Ed.D., Interim Superintendent
 Preston Thomas, Chief Systems and Services Officer
 Susan Beltz, Chief Technology Officer

Meeting Date March 25, 2026

Subject Ratification of Erate Category 1 Contract with Sonic for Dark Fiber Lease Agreement

Ask of the Board Ratification of Erate Category 1 Contract with Sonic, Santa Rosa, CA for Dark Fiber Lease Agreement for the contract term of July 1, 2026 through June 30, 2031 at \$900.00 per month with an optional extension through June 30, 2036 at \$450.00 per month. The Erate program will pay 90% of this cost leaving OUSD to pay \$5,400 over 5 years.

Background The Schools and Libraries Program of the Universal Service Fund, commonly known as "Erate," is administered by the federal Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC), and provides discounts to assist schools and libraries in the United States in obtaining affordable telecommunications and Internet access services.

Erate supports connectivity (the conduit or pipeline for communications using telecommunications services and/or the Internet) under two categories of service: Category 1 - data communications services/Internet access, and Category 2 - internal connections and basic maintenance.

Erate provides discounts for communications support depending on the level of poverty and the urban/rural status of the population served, ranging from 20% to 90% of the costs of eligible services to schools, school districts, and libraries. This year, OUSD has an 81.5% National School Lunch Program eligibility percentage, which translates into a 90% funding level for data communications and Internet access under Category 1.

Discussion Our partnership with Sonic has proven to be beneficial to OUSD as it has been cost-effective, their support has been outstanding and their service has allowed us to provide consistent network and internet access to all district sites. A 60-month

contract was requested in our form Erate Form 470 #260011309 with an optional 5-year extension at a reduced cost and included by Sonic in their proposal.

Fiscal Impact

As a 90% Erate district, OUSD will incur the remaining 10% balance of the Sonic Dark Fiber contract. The fiscal impact will be an additional \$5,400.00 from 010-0000-0-9000-8213-5930-999-9990-9000-9999-99999 after Erate discounts are applied.

Attachment(s)

- Sonic Service Lease
- Erate 470 #260011309



Sonic Service Agreement
OUSD (Oakland Unified School District) – E-rate form 470#260011309

I. Customer Information	
Company Name: Oakland Unified School District	
Address: 4551 Steele – 1011 Union	City: Oakland
State: Oakland	Zip Code: 94619
Officer/Owner: Preston Thomas	Title: Chief Systems and Services Officer
Telephone: 510-879-6000	Email: preston.thomas@ousd.org

II. Order Details: OUSD 4551 Steele - 1011 Union - E-rate form 470#260011309			
Contract Term: 60-Months			
	Service Description:	Address:	Monthly:
2	Sonic E-Rate Managed Dark Fiber	4551 Steele ST, Oakland – 1011 Union St, Oakland, CA	\$ 900.00
			Total Monthly: \$900.00

Prices do not include USF rate, which is set by the FCC each quarter, and taxes will apply at then-current rate.

III. Notes
Delivery: Approx 150 days for service delivery.
Additional Information: This agreement includes a 5-year extension option at \$450/monthly, or monthly extensions available at the same rate as the original agreement.



Michael Ditter
Sonic
michael.ditter@sonic.com
Direct: 415-405-5918

Form 470 # 260011309
SPIN # 143014699

Dark fiber, 2 strands, 5 year term, with optional 5 year term extension (at a discounted rate), or monthly extensions at the same rate as the original 5 year term

Monthly price includes 2 strands of dark fiber between 4551 Steele St, Oakland and 1011 Union St, Oakland.

	Dark fiber, 2 strands, Monthly Recurring Charges	
	Initial 5 year term	Optional 5 year renewal/extension
Oakland Unified School District 4551 Steele St, Oakland - 1011 Union St, Oakland	\$900/monthly	\$450/monthly



IV. Acceptance

PT

By initialing here, you acknowledge that you have reviewed and agree to the full Terms and Conditions set forth at sonic.com/terms and acknowledge that any cancellation of services listed in section II of this agreement are subject to early termination penalties if cancelled at any time during this term agreement.

PT

By initialing here, you acknowledge that you have reviewed and agreed to the General Service Level Agreement (SLA) set forth at sonic.com/sla on the date entered by you below..

PT

By initialing here, you acknowledge that the service address listed in above in section I is correct.

PT

By initialing here, you acknowledge and accept that the services being ordered in section II is not inclusive of any federal, state, or local taxes and fees.

PT

By initialing here, you acknowledge that the specified price as detailed in this contract is valid for the duration of the contract term but remains subject to potential increases following the contract's expiration. Any prospective price increases will be communicated in advance, allowing both parties to engage in negotiations during the renewal process.

PT

By initialing here, you consent to receiving electronic communications from Sonic via the email address provided in Section I.

By signing below, the person signing on behalf of Customer personally represents and warrants to Sonic that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement. Sonic agrees to provide, and the Customer agrees to receive and pay for, those services at locations set forth on the Service Agreement, including any services on subsequent Service Agreements and subsequent changes as long as those changes meet Sonic's minimum requirements. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This Agreement shall become a binding contract upon execution by Customer and acceptance by Sonic.

2/25/26

Accepted by: Customer Signature

Date

Preston Thomas

Chief Systems and Services Officer

Customer Name (Print)

Title

DocuSigned by:

Katherine Mentzer

707-237-2837

Sonic Accepted by: Contract Management

Phone

Date: 3/3/2026

James R. Traber, OUSD Counsel (as to form only)



REDIT INFORMATION

Company Legal Name:

Oakland Unified School District

DBA:

Legal Composition:

Corporation Sole Proprietorship General Partnership LLC LLP

Federal Tax ID:

94-6000385

Exempt:

Yes No

Business Type:

Education

State:

CA

Process as Personal Guarantee:

Yes No

Officer/Owner Name:

Title:

SSN:

BILLING INFORMATION

Billing Address:

1011 Union St

City:

Oakland

State:

CA

Zip Code:

94607

Billing Contact:

Pak Khuth

Phone:

510-879-8178

Billing Email:

accountspayable@ousd.org

Desired or Current Username:

Invoices will be emailed to the billing email address provided above. This email address needs to be in use by someone associated with Accounts Payable.



PROVISIONING CONTACTS

Primary Contact Information: This individual will receive all correspondence from Sonic Network Operations during provisioning.

Name: Colleen Calvano

Phone: 510-879-2202	Email: colleen.calvano@ousd.org
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Mobile Number: 925-525-1871

Secondary Contact Information: This individual will be contacted by Sonic Network Operations if the primary is unavailable.

Name: Dan Augustine

Phone: 510-879-3000	Email: dan.augustine@ousd.org
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Mobile Number: same

ON-SITE TECHNICAL CONTACTS

Primary Technical Contact Information: This individual will be on site and available to meet with Sonic Field Technicians during the site survey and service installation.

Name: Same as provisioning contacts

Phone:	Email:
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Secondary Technical Contact Information: This individual will be contacted by Sonic Field Technicians if the primary is unavailable and will be on site for the survey and installation.

Name:

Phone:	Email:
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ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions apply to the Service Agreement (“Agreement”) made and entered by and between Sonic.Net, LLC (“Sonic”) and the customer named in the Service Agreement (“Customer”). Sonic and Customer are collectively referred to as the “Parties,” and each individually as a “Party.” These additional terms and conditions apply to all of the services described in the Agreement (“Services”). The Agreement includes and is subject to the additional terms and conditions below, the Sonic Acceptable Use Policy, and any Service Level Agreement (“SLA”), all of which are incorporated therein by this reference.

1.0 Services. Any unique terms and conditions applicable to the particular Services described in the Agreement are set forth in the Agreement. All Services are subject to the following:

1.1 Commencement of Service. Sonic shall commence provisioning the Services at final USAC approval.

1.2 Turn Up by Customer. A turn-up window will apply to each Service provided, within which the Customer shall initiate the Service and perform any required testing with Sonic’s assistance. If the Customer does not connect their equipment for testing and turn-up with Sonic’s assistance within the applicable turn-up window, the Customer will be deemed to have unconditionally accepted the Service.

1.3 Service Quality. Subject to the warranty provisions hereof, absent causes beyond its control, Sonic will use reasonable commercial efforts to ensure that the Services meet all represented performance specifications. Please see Sonic’s Service Level Agreement, attached.

1.4 Adds, Deletions, Moves, and/or Changes. Sonic will allow the Customer to upgrade or downgrade its site(s) to a different bandwidth tier during the term of the contract. The applicable monthly charge for the new bandwidth tier will apply when the change is complete. If Services are moved to a new location, the existing Services will remain active and will continue to be billed at the original rate(s) until Sonic has received an executed Disconnect Form. Failure to sign and return the Disconnect Form will result in monthly recurring charges for the Services.

2.0 Acceptable Use Policy. Customer, including all associated users, must comply with Sonic’s Acceptable Use Policy (“AUP”) and all accepted Internet access policies of all upstream networks, including but not limited to UUNet, NLayer, and Global Crossing. Sonic’s AUP shall be as set forth on Sonic’s website (<http://www.sonic.com/aup>) as amended from time to time. In addition to compliance with



Sonic's AUP, Customer is not permitted to resell or ship bandwidth to additional locations, or use the bandwidth for data center hosting.

3.0 Payment. Invoices will be issued once each calendar month and payment is due on the 1st day of each succeeding calendar month. If payment of the full amount due is not received by the 5th day of any month, a late fee of one and one-half percent (1.5%) will be applied to that amount. If full payment is not received by the 30th day of any month, Services will be interrupted until full payment is received. If Sonic still has not received full payment by the 60th day after invoicing, Services will be disconnected and early termination fees will be applied.

3.1 Upon confirmation of E-rate approval from Customer, Sonic will apply eligible discounts for services. Sonic will work with USAC on behalf of Customer to obtain E-rate funding reimbursement. Customer must provide Sonic with a copy of its E-rate approval.

3.2 For Customers eligible for the California Teleconnect Fund ("CTF") discount, Sonic will apply the CTF discount up front. CTF is determined and given on a first come first serve basis by the California Public Utilities Commission. If funds for CTF are suspended or Sonic's claim is denied for Customer's Services, the full monthly amount will be due from Customer. Customer's first invoice will reflect the full normal amount for the Services because of the CTF processing time. When Sonic receives confirmation that the discount is approved, Sonic will make the necessary adjustment to Customer's Services rates.

3.3 Universal Service Fund ("USF") Fee: Customers are responsible for USF payments at the current quarterly rate set by the Federal Communications Commission ("FCC").

4.0 Disputes. All disputes concerning any invoiced amount must be submitted in writing within fifteen (15) days of Customer's receipt of each invoice, or the right to dispute will be waived in its entirety. Complete documentation setting forth and establishing all bases of the dispute must be provided by Customer within this fifteen (15) day period. Notwithstanding any dispute, the full amount of all disputed and undisputed amounts must be paid in full when due. Sonic shall respond with a determination as to the legitimacy of each dispute within thirty (30) days of receipt. Any challenge to Sonic's determination shall be resolved pursuant to the dispute resolution provisions herein. Disputed amounts deemed correct by Sonic shall be credited by Sonic to Customer on the invoice(s) immediately following the determination by Sonic.

4.1 Arbitration. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of California or another location mutually agreeable to the Parties. The



arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The Parties reserve the right to object to any arbitrator who is employed by or affiliated with a competing organization or entity. Any such arbitration shall be conducted by an arbitrator experienced in the telecommunications industry and shall include a written record of the arbitration hearing. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. An award of arbitration may be confirmed in a court of competent jurisdiction. Mediation prior to or in lieu of arbitration may be employed, with the written consent of both Parties.

5.0 Confidentiality. Each Party to this Agreement agrees to hold all Confidential Information of the other Party in strict confidence. Confidential Information shall mean the Agreement and all associated rates, terms and conditions, as well as all information that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Confidential Information also includes, without limitation, business plans; business strategies; marketing plans; industry and competitive Information; technology, product and proposed product information ("Confidential Information"). This confidentiality obligation shall not apply to any information (i) independently developed by a Party, (ii) generally available to the public other than by a Party's breach of the Agreement, (iii) already known by a Party at time of disclosure, (iv) rightfully received from a third party without restriction on disclosure. Both Parties hereby designate the terms, conditions, appendices, exhibits, and schedules of the Agreement to be confidential. The Parties agree that all confidential and proprietary information, including without limitation the Confidential Information received pursuant to the Agreement, shall be disclosed only to those employees and other persons on a need-to-know basis and who shall agree to be bound by these confidentiality restrictions, and that the Confidential Information shall be used only for the purposes of performing the obligations of the Parties under the Agreement.

6.0 Indemnification. Customer shall defend, indemnify, and hold harmless Sonic, its partners, employees and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, and liabilities, damages, and expenses (including attorney's fees) of any kind, without limitation, in connection with Customer's operation, installation or maintenance of equipment and facilities contemplated by the Agreement, its use of the Services or otherwise arising out of or in any way connected with Sonic's provision of Services or performance under the Agreement.



7.0 Disclaimer of Warranties and Limitation of Liability. Sonic provides Services hereunder strictly on an “AS IS” and “AS AVAILABLE” basis without any warranty, guarantee or other assurance of quality, reliability or functionality. Except as expressly set forth herein, Customer accepts all risk, including all risk with respect to suitability, use and performance of Services. IN NO EVENT WILL SONIC BE LIABLE TO CUSTOMER OR ANY OTHER PERSON, FIRM OR ENTITY IN ANY RESPECT, INCLUDING, WITHOUT LIMITATION, FOR ANY DAMAGES, EITHER DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF MISTAKES, ACCIDENTS, ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, OR DEFECTS IN TRANSMISSION, INCLUDING THOSE WHICH MAY BE CAUSED BY REGULATORY OR JUDICIAL AUTHORITIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR SONIC’S OBLIGATIONS UNDER THIS AGREEMENT. SONIC MAKES NO WARRANTY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF THE SERVICE, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES SONIC HEREBY EXCLUDES AND DISCLAIMS TO THE MAXIMUM EXTENT ALLOWED BY LAW.

In any instance involving performance or nonperformance by Sonic with respect to Services provided hereunder, Customer’s sole remedy shall be a refund of a pro-rated portion of the price paid for the Services that were not provided, after the first twenty-four (24) consecutive hours in which the Services failed to meet the quality of service standards. Customer acknowledges that the facilities and services of third parties may be used in connection with the Services. Sonic is not liable for any act, omission to act, negligence or defect in the quality or availability of service of any underlying carrier or other service whose facilities or services are used in furnishing any portion of the Services received by the Customer or for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Sonic that furnishes services, facilities, or equipment used in connection with Sonic’s Services or facilities.

Sonic shall not be liable for any damage that Customer may suffer arising out of use, or inability to use, the Services. Sonic shall not be liable for unauthorized access to Customer’s transmission facilities or Customer’s data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of Sonic’s negligence. Sonic shall not be liable for indirect, consequential, incidental or special damages even if advised of the possibility in advance. Sonic shall not be liable for any lost property or data of Customer or Customer’s users. Sonic’s liability for damages to Customer for any cause whatsoever, regardless of form of action,



shall be limited to the pro-rated portion of the monthly charge actually paid by the Customer for the period after the first twenty-four (24) consecutive hours in which the Service failed to meet the quality of service standards.

8.0 Term and Termination. The term of the Agreement is set forth in the Agreement. The term begins once Services are installed and billing begins. By agreeing to the specified term, Customer is agreeing to pay the full monthly charge due for each month during the term.

8.1 Termination. Termination of the Agreement by Customer without cause, or by Sonic for cause, prior to the end of the initial term or any renewal term shall not release Customer from its obligation to pay the full monthly charge when due for each month of the term. If credits for installation, MPOE extension, IT vendor services, PBX vendor services, routers, switches, phones, phone lines, PRI cards, and/or referral commissions were granted at the inception of the Agreement, and the Agreement terminates with or without cause prior to meeting the full term of the Agreement, Customer will be charged back the full credit amount thereof in addition to an early termination fee.

8.2 Termination Prior to Installation. If Customer terminates the Agreement prior to installation, 100% of installation charges will be due and payable by Customer, even if those charges were initially waived.

8.3 Termination without Cause. Customer may terminate Services at the end of the then current term by submitting a request for termination online at sonic.com/business/cancellation thirty (30) days prior to the requested termination date. In the event that does not give such notice prior to the end of the initial or any renewal term, the Agreement will automatically be renewed on a month-to-month basis. Absent the written agreement of the Parties, pricing during any renewal term shall be the current month-to-month price for the Services at the commencement of the renewal term.

8.4 Termination for Cause. If any of the events below occur with respect to one Party, then the other Party may terminate the Agreement effective immediately upon the delivery of written notice: (a.) A Party becomes insolvent; files a voluntary petition in bankruptcy, proposes any dissolution, liquidation, reorganization or recapitalization; has filed against it an involuntary petition in bankruptcy, or receiver is appointed or takes possession of the Party's property, and such petition is not dismissed or stayed within ten (10) calendar days of such filing, appointment or taking possession; makes an assignment for the benefit or creditors, or is adjudicated as bankrupt; or takes any similar action under the law of any jurisdiction. (b.) Material breach of the Agreement which is not remedied within ten (10) calendar days after written notice (describing the breach with particularity) has been given by the non-breaching Party.



8.5 Effect of Termination. Upon termination Customer agrees immediately to cease all use of the Services and to return any Sonic-provided equipment, software and Colocation access cards, at Customer's expense and risk, to be received by Sonic within ten (10) business days. Notwithstanding any termination hereof, Customer shall be and remain liable to Sonic for the full replacement cost of any equipment, software and Colocation access cards that it fails to return to Sonic within ten (10) business days, as well as the repair or replacement cost of any equipment, software and/or Colocation access cards that are returned in a damaged condition. All equipment and software shall be shipped to: Sonic, Inc., Attention: NOC, 2260 Apollo Way, Santa Rosa, CA 95407.

9.0 **Force Majeure.** If Sonic is unable to perform its obligations under the Agreement because of any cause which is beyond its reasonable control, including, without limitation, acts of God, earthquakes, labor disputes, shortages of supplies, riots, war, fire, epidemics, pandemics, delays of common carriers, explosions, equipment breakdowns or any other cause beyond its reasonable control, then Sonic will be excused from those obligations on a day to day basis. Sonic will recommence performance as soon as possible after the causes are removed or cease. If Sonic's inability to perform continues for 60 days or less, then the Services affected will be continued as-is with a credit allowed. If the period extends for more than 60 days, then Customer may terminate the Agreement without liability.

10.0 **Notice and Payment.** Any notice required to be given under the Agreement shall be in writing and delivered personally to the other designated Party at the addresses specified for notice in the Agreement, or mailed by certified, registered or express mail, return receipt requested or by overnight delivery. Either Party may change the address to which notice or payment is to be sent by written notice to the other in accordance with the requirements described in this paragraph.

11.0 **Jurisdiction and Venue.** This Agreement shall be governed in accordance with the laws of the State of California. All disputes under this Agreement shall be resolved in the State of California. The Parties all consent to jurisdiction and venue in the State of California, agree to accept service of process by mail, and waive any jurisdiction or venue defenses otherwise available.

12.0 **Binding on Successors.** The Agreement will be binding on and inure to the benefit of the Parties hereto and their respective heirs, successors or assigns provided, however, that Customer may not assign or transfer its rights or obligations under this Agreement without Sonic's prior written consent, which consent will not be unreasonably withheld. Sonic may assign this Agreement as part of a merger, corporate reorganization or sale of assets or to a majority owned or majority-controlled subsidiary or affiliate.



13.0 **Attorneys' Fees.** The prevailing Party in any dispute between the Parties relating to the Agreement will be entitled to recover attorney's fees in addition to any other relief that may be recovered.

14.0 **Waiver.** No waiver by either Party of any breach or default shall be deemed as a waiver of a prior or subsequent breach or default of the same or any other provisions of the Agreement.

15.0 **Severability.** If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement. Furthermore, the Services specified in the Agreement are severable. Upon the termination of any one Service (whether by expiration of the term or by cancellation or termination) the other Services will continue unaffected.

16.0 **Authority and Consent.** By executing the Agreement, each signatory represents and warrants that he/she is authorized to bind the Party on whose behalf he/she is signing and that the consents of third parties are not required to perfect this right.

17.0 **Integration.** The Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their agreement. The Agreement may not be modified or amended except in writing signed by the Parties hereto and specifically referring to the Agreement. The Agreement shall take precedence over any other documents which may conflict with the Agreement.

18.0 **Other States.** If the Services provided become subject to the rules and regulations of another or additional state besides California, then the Agreement will become subject to those rules and regulations pursuant to a written amendment to the Agreement that the Parties shall execute.



FCC Form 470 – Funding Year 2026

Form 470 Application Number: 260011309
 OUSD2026CAT1

Billed Entity

OAKLAND UNIFIED SCHOOL DIST
 1011 UNION ST, Suite 986 OAKLAND, CA 94607
 Alameda
 510-879-2202
 colleen.calvano@ousd.org

Contact Information

Rick Del Valle
 rick.delvalle@yahoo.com
 510-457-5436

Billed Entity Number: 144227
FCC Registration Number: 0012236949

Number of Eligible Entities: 136

Application Type

Applicant Type: School District
Recipients of Services: Pre-K; Public School; Public School District

Consulting Firms

Name	Consultant Registration Number	Phone Number	Email
Infinity Communications and Compliance, Inc.	16043605	661-716-1840	erateadmin@infinitycomm.com
RDV Consulting Services	16062353	510-457-5436	rick.delvalle@yahoo.com

Consultants

Name	Phone Number	Email
Bryanda Ramirez	661-716-1840	bramirez@infinitycomm.com
Corinna Herring	661-716-1840	crodriguez@infinitycomm.com
Rick Del Valle	510-457-5436	rick.delvalle@yahoo.com

RFPS

ID	Name
219215	OUSD Bid requirements for Broadband Svcs 2026

Category One Service Requests

Service Type	Function	Function Other Description	Minimum Capacity	Maximum Capacity	Entities	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs
Data Transmission and/or Internet Access	Leased Dark Fiber		Detailed in RFP	Detailed in RFP	2	2	Fiber Strands	Yes	219215
Data Transmission and/or Internet Access	Leased Lit Fiber		10 Gbps	100 Gbps	2	2	Each	Yes	219215

Description of Other Functions

ID	Name
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Narrative
<p>Oakland USD is seeking bids for Dark Fiber (2 strands), or Lit Fiber (10Gbps up to 100Gbps, one or two circuits depending on vendor network configuration) between two sites. The desire is for a 5-year contract, with a 5-year voluntary extension as well, and both must be included in any contract. Also include the option of doing month-to-month service after the initial 5-year contract, at the same monthly rate as the 5-year contract. See additional RFP document (it's not an RFP, it is just bidding instructions to interested vendors with more details. Sites include 1011 Union Street, Oakland (secondary data center housed in Marcus Foster Leadership Center) and Tilden Education Center at 4551 Steele Street, Oakland</p>

Category Two Service Requests

Service Type	Function	Manufacturer	Manufacturer Other Description	Entities	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs
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Description of Other Manufacturers

ID	Name
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Narrative

Technical Contact

Rick Del Valle
 Consultant
 510-457-5436
 rick.delvalle@yahoo.com

State and Local Procurement Restrictions

Applicant may consider multi-year and/or contracts with voluntary extensions. Any voluntary contract extensions must be identified within the awarded contract and must be of specified number and duration. Contract with automatic or evergreen contract extension terms will not be considered. Applicant may consider contracts with flexible terms to allow for growth/reduction in services to accommodate an increase/decrease in the number of sites, users, and/or bandwidth.

Service Providers submitting proposals in response to this FCC Form 470 must be in compliance with the rules and orders governed by the Federal Communications Commission. Failure to be in compliance and remain in compliance may result in the denial of discount funding, and/or cancellation of funding commitments, and/or could result in civil or criminal prosecution by law enforcement authorities. Service Providers submitting proposals must do so in compliance with the Lowest Corresponding Price (LCP) Rule. Any offering of free services, eligible or ineligible, must be clearly identified in service providers bids. Service Providers invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, Applicant will only be responsible for paying its non-discounted share. Please contact the technical contact person (Rick Del Valle) by e-mail only.

Billed Entities

Billed Entity Number	Billed Entity Name
144227	OAKLAND UNIFIED SCHOOL DIST

Certifications

I certify that the applicant includes:

I certify that the applicant includes schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million.

Other Certifications

I certify that this FCC Form 470 and any applicable RFP will be available for review by potential bidders for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology goals.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form may be punished by fine or forfeiture,

under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500, and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs. I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

NOTICE:

In accordance with Section 54.503 of the Federal Communications Commission's ("Commission") rules, certain schools and libraries ordering services that are eligible for and seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator, 47 C.F.R. § 54.503. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.503. Schools and libraries must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information requested in this form. We will use the information you provide to determine whether you have complied with the competitive bidding requirements applicable to requests for universal service discounts. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, the information you provide in this form may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information you provide in this form may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form, or in response to subsequent inquiries, may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide in this form may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC or Universal Service Administrator may return your form without action or deny a related request for universal service discounts.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 3.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554. We also will accept your comments via the email if you send them to PRA@FCC.gov. DO NOT SEND COMPLETED WORKSHEETS TO THESE ADDRESSES.

Authorized Person

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Certified Timestamp

12/19/2025 06:56 PM EST