

E-RATE ATTACHMENT to SERVICE AGREEMENT
For

PROJECT 0588-23C.1 – NETWORK ELECTRONICS for SAN PASQUAL UNION ELEMENTARY SCHOOL DISTRICT

THIS ATTACHMENT, hereafter referred to as “Attachment”, is entered into by and between the San Pasqual Union Elementary School District, hereinafter called “Owner”, and GigaKOM, hereinafter called “Service Provider”, and is an attachment to the Agreement provided by the Service Provider, hereafter referred to as “Agreement”. Owner and Service Provider are sometimes individually referred to as “Party” and collectively as “Parties.” The terms and conditions set forth in this Attachment shall take precedent over any other agreement between the Parties.

NOW, THEREFORE, the Parties, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Scope of Work. The Service Provider agrees to furnish all services and/or equipment necessary to perform and complete, in a good workmanlike manner, the work in strict accordance with the **Request for Proposal No 0588-23C.1 – Network Electronics for San Pasqual Union Elementary School District**.
2. Total Contract Price. As full consideration for the faithful performance of the agreement, District shall pay to Contractor, subject to any additions or deductions as provided in the Contract Documents, the sum of:

Total sum of Base Proposal

one hundred forty-five thousand two hundred twenty-four and two tenths Dollars (\$ \$145,224.20).

CONTRACTOR LEAVE BLANK TO BE FILLED IN BY THE OWNER

Total sum of Base Proposal

_____ Dollars (\$ _____).

3. Payment. The payment method for the agreed upon service shall be USAC’s Service Provider Invoicing (SPI). Service Provider agrees to invoice the Owner for the undiscounted amount of the service only and shall be responsible to prepare and submit the Form 472 for the reimbursement of the discounted amount from USAC. The Service Provider agrees that prior to submitting the Form 472,
 - a. Service Provider has performed the services that reimbursement is being requested for, and
 - b. Service Provider has submitted a discounted invoice to the Owner for the reimbursement amount being requested for.
4. Service Delivery. In compliance with the E-rate program rules, Parties agrees that the service(s) under the Agreement will not begin prior to July 1, 2023, or extend beyond September 30, 2024, without prior approval of USAC. Parties agree that no service(s) may commence until the Service Provider has received a duly authorized written Notice to Proceed from the Owner.

Agreement Cont. on Next Page....

5. Growth Clause. The Parties agree that during the term of the Agreement the Owner may increase the scope of the agreed upon service(s) in whatever manner that best meet the interest of the Owner. No change to the Agreement shall be enforceable unless agreed upon in writing by both Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the Effective Date set forth in the introductory paragraph above.

“OWNER”

San Pasqual Union Elementary School District

By: _____

Name: _____

Title: _____

Date: _____

“SERVICE PROVIDER”

GigaKOM

By:  _____

Name: Andrej Komatina

Title: CEO

Date: 03/24/2023