

E-RATE SERVICES AGREEMENT

This E-Rate Services Agreement (“Agreement”) is entered into as of **March 21, 2019**, by and between the Perris Union High School District (“District”), a California public school district, and **GigaKOM** (“Contractor”). In consideration of their respective rights and obligations pursuant to this E-Rate Services Agreement, the District and the Contractor agree as follows:

Section 1. Project. This E-Rate Services Agreement applies to the following Project:
E-RATE Bid #021219 - SWITCHES

Section 2. Scope of Work. The Contractor shall furnish any and all labor, materials, equipment, tools, utilities, temporary facilities, transportation, goods and other services and things necessary for full completion of all construction and other services required in accordance with the Contract Documents for the Project (“Work”).

Section 3. Component Parts of the Contract. This E-Rate Services Agreement is but one component of the Contract that sets forth the complete understanding and agreement of the District and the Contractor with respect to the performance of the Work. The Contract is composed of all of the Contract Documents, as may be amended in accordance with their provisions, and each such document is hereby incorporated as an operative and effective part of the Contract. The Contract Documents shall be deemed and construed to be complementary and an integrated whole. Any requirement or provision set forth in one Contract Document, but not in one or more of the other Contract Documents, shall be interpreted as if set forth in or applicable to all Contract Documents. In the event of an inconsistency or conflict between this Agreement and the documents listed below, the inconsistency shall be resolved by giving precedence in the following order: the Agreement, Scope of Work, E-Rate Supplemental Terms and Conditions, GigaKOM’s Proposal/Response to E-Rate RFQ #021219 - SWITCHES, Bill of Materials. The Contract Documents include, but are not limited to, all of the following:

- (i) E-Rate RFQ #021219 - SWITCHES
- (ii) GigaKOM’s Proposal/Response to E-Rate RFQ #021219 - SWITCHES
- (iii) E-Rate Supplemental Terms and Conditions
- (iv) Scope of Work
- (v) Bill of Materials

Section 4. Contract Time. The purchase can commence no earlier than July 1, 2019. Purchases will not take place without the written direction of the Director of Purchasing for any or all site(s) accompanied by a signed Purchase Order. This contract is contingent upon approved funding for the 2019-20 E-Rate year and the District is under no obligation to proceed with the purchase.

Extensions Due to Late Funding and/or Delayed Installation: Upon written notification, the District reserves the right to extend the purchase and/or installation of this project by an additional 12 month term through September 30, 2020.

Section 5. Contract Price. As full consideration for the full and faithful performance by the Contractor of each and all of its obligations pursuant to the Contract, the District shall pay to the Contractor the total amount (“Contract Price”) of: **ONE HUNDRED FIFTY-EIGHT THOUSAND, FIVE HUNDRED SEVENTEEN** dollars and **NINETY-FOUR** cents (\$158,517.94). The Contract Price is subject to increase and/or decrease as provided in the Contract Documents. The District shall pay the Contract Price to the Contractor in accordance with the General Provisions.

Section 6. Defined Terms. Capitalized terms used, but not defined, in this E-Rate Services Agreement shall have the meanings ascribed to such terms in other of the Contract Documents.

Section 7. Due Authority of Signatories. Each person signing this E-Rate Services Agreement on behalf of a party (either the District or the Contractor) represents and warrants that he or she has been duly authorized by such party to sign, and thereby bind such party to, this E-Rate Services Agreement and the Contract of which this E-Rate Services Agreement is a component part.

In witness whereof, the District and the Contractor have executed this E-Rate Services Agreement by and through signature of their respective duly-authorized representatives, as set forth below.

Perris Union High School District

(District)

By: _____
Print Name: _____
Print Title: _____
Date Signed: _____

(Contractor)

By: _____
Print Name: _____
Print Title: _____
Date Signed: _____

By: _____
Print Name: _____
Print Title: _____
Date Signed: _____