



**AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT (SMC)**

**SPURR Master Contract: SMC-TN-046**

**Vendor: Development Group, Inc.**

RFP Title: 2022 Network Infrastructure Equipment and Services

RFP Issued: 10/27/2021

E-Rate Category: 2

SPURR Form 470: 220002709

Participant Form 470, if referenced: \_\_\_\_\_

Awarded Services covered by SMC-TN-046: Listed in the SMC and on page 2 of this ATO

Awarded Services ordered through this ATO: See attached line item description or quote file

Services Order Date: \_\_\_\_\_

Scheduled Services Start Date: \_\_\_\_\_

Total Order Value: \$325,852.66

Capitalized terms not defined in this ATO have the meanings ascribed to them in the above-referenced RFP and SMC. Participant confirms that it has agreed to buy from Vendor, and Vendor confirms that it has agreed to sell to Participant, the Awarded Services specified in this ATO, pursuant to the RFP, the SMC, and the attached General Terms and Conditions (February 10, 2022 revision).

Please submit a PDF file of the completed ATO to SPURR at [service@spurr.org](mailto:service@spurr.org) or to SPURR's designated agent not later than thirty (30) days after Participant and Vendor reach agreement on quantities and delivery terms for Awarded Services and not later than the Order Due Date. SPURR will review and send an accepted ATO to Participant and Vendor for their files.

**An ATO is not valid for purchase of Awarded Services until the ATO has been accepted by SPURR, as evidenced by SPURR's execution of the ATO.**

<u>Participant Authorization</u>	<u>Vendor Authorization</u>
Participant: <u>Santa Rosa City Schools</u>	Vendor: <u>Development Group, Inc.</u>
Street Address: <u>211 Ridgway Ave</u>	Street Address: <u>6704 Lockheed Dr.</u>
City, St, Zip: <u>Santa Rosa, CA 95401</u>	City, St, Zip: <u>Redding, CA 96002</u>
Contact Name: <u>Adrian Bica</u>	Contact Name: <u>Daniel Locjwood</u>
Contact Title: <u>Executive Director, Technology</u>	Contact Title: <u>President</u>
Contact Phone: <u>(707) 548-8595</u>	Contact Phone: <u>(530) 229-0071</u>
Contact Email: <u>abica@srcs.k12.ca.us</u>	Contact Email: <u>dlockwood@development-group.net</u>
Authorized Signature: <u></u>	Authorized Signature: _____
Print Name: <u>Lisa Carin Board</u>	Print Name: <u>Daniel Lockwood</u>
Print Title: <u>Associate Supt. Bus. Approval</u>	Print Title: <u>President</u>
Date: <u>3/22/23</u>	Date: <u>3/21/2023</u>
<b><u>SPURR Acceptance</u></b>	
Authorized Signature: _____	Date: _____
Michael Rochman Managing Director	

Awarded Services covered by SMC-TN-046:

- a. Managed Internal Broadband Service (MIBS)
- b. MIBS - Firewall
- c. N1C UPS/Power Conditioning
- d. Network Wiring and Basic Maint of Internal Connections, which may include installation, project management, software and basic tech support services related to above named equipment
- e. Any additional components not listed (transceivers, modules, cables, power supplies, patch cords, etc.) needed for items listed to function and operate correctly

**General Terms and Conditions, February 8, 2022 revision**

**A. BACKGROUND OF PROGRAM**

1. SPURR is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California's Joint Exercise of Powers Act.
2. SPURR aggregates purchasing power and expertise for member and non-member facilities across California.
3. In its Telecom & Networking Program, SPURR aggregates purchasing power and expertise for telecommunications, Internet access, and internal connections equipment goods and services.
4. The Schools and Libraries Program of the Universal Service Fund, commonly known as "E Rate," is administered by the USAC-SLD under the direction of the FCC and provides discounts to assist schools and libraries in the United States to obtain affordable telecommunications, Internet access, and internal connections equipment.
5. SPURR has established contracts for Services through issuance of the RFP described on the cover page of this ATO. SPURR invited qualified vendors to submit pricing for specified Services in response to the RFP, posted various print and online notices of the RFP, and posted on the USAC-SLD Website an E-Rate Form 470 Application in connection with the RFP.
6. SPURR stated in the RFP that the pricing, terms, and conditions of any award pursuant to the RFP would be made available to Eligible Entities to allow them to purchase Service through SPURR as a procurement vehicle.
7. SPURR evaluated all responses which complied with the terms of the RFP, using the following criteria:
  - Price: 40%
  - Prior Experience -Technical: 25%
  - Understanding of Specified RFP Needs: 20%
  - Management Capabilities/Company Capacity: 10%
  - Prior SPURR Program Experience: 5%
  - TOTAL: 100%
8. SPURR selected Vendor for an award under the RFP for the Awarded Services and entered into the SMC to evidence the pricing, terms, and conditions of that award.
9. As stated in the RFP, the SMC will be made available to Eligible Entities for the purchase of Awarded Services.
10. To confirm Participant's request to buy, and Vendor's agreement to sell, Awarded Services using the SMC, Participant and Vendor must complete and execute an ATO for such Awarded Services and submit that ATO to SPURR.
11. An executed ATO represents an authorization for a Participant to make a purchase under this SMC and does not, in and of itself, represent an obligation for Participant to make a

purchase. Participant and Vendor may agree on contingencies applicable to delivery of and payment for Awarded Services, including but not limited to timing or funding contingencies.

12. The Services Start Date and the Order Due Date are set forth in the SMC.

**B. PARTICIPANT AGREES AS FOLLOWS:**

1. Participant accepts the terms and conditions of the RFP and the SMC related to any Awarded Services to be purchased by Participant.
2. Participant agrees to provide any information reasonably requested by SPURR to verify Awarded Services purchased by Participant from Vendor.
3. Participant agrees that it is responsible for (a) conducting their own due diligence regarding the suitability of Vendor, Awarded Services, and this SMC for Participant's needs and cost-requirements, including but not limited to its procurement rules and cost-effectiveness requirements, (b) documenting the Awarded Service quantities, total costs, and delivery terms specific to Participant, and (c) if Participant is seeking E-Rate discounts, completing E-Rate Form 471 and any other E-Rate procedures and filings (except for the RFP and SPURR's E-Rate Form 470 referenced above) necessary for Participant to obtain E-Rate discounts.
4. Participant agrees that SPURR is not responsible for payment for any Awarded Services ordered requested by Participant.
5. For purposes of compliance with California "prevailing wage" law, Participant is responsible for informing Vendor of the locations where work may be performed and any pertinent wage determination documentation.

**C. VENDOR AGREES AS FOLLOWS:**

1. Vendor affirms the applicability of the terms and conditions of the RFP and the SMC to the Awarded Services referenced in this ATO.
2. Vendor agrees to promptly report to SPURR any revisions to the line item Project description attached this ATO.
3. The "Total Order Value" stated on the cover page of this ATO includes Awarded Services subject to the Administrative Fee and certain pass-through items (e.g., sales tax) not subject to the Administrative Fee.
4. As part of its reporting obligations to SPURR under the SMC, Vendor agrees to provide SPURR with a reasonably detailed report of the Awarded Services referenced in this ATO that are subject to the Administrative Fee and any related pass-through costs not subject to the Administrative Fee.

**Please attach line item descriptions of the Awarded Services to be ordered through this ATO.  
An itemized quote file is sufficient for this purpose.**

Company:  
**SANTA ROSA CITY SCHOOLS**



**Proposal #29945**

Requested By:  
**Adrian Bica**  
 Executive Director, Technology

Description:  
**N1C UPS - PRICING PER SPURR CONTRACT**  
**SMC-TN-046**

Bill To: SANTA ROSA CITY SCHOOLS 211 RIDGWAY AVE ATTN PURCHASING SANTA ROSA, CA 95401-4320	Ship To: SANTA ROSA CITY SCHOOLS 211 RIDGWAY AVE ATTN WAREHOUSE - CENTRAL RECEIVING SANTA ROSA, CA 95401-4320	Sold To: SANTA ROSA CITY SCHOOLS 211 RIDGWAY AVE ATTN PURCHASING SANTA ROSA, CA 95401-4320
Created: 3/20/2023 Expires: 4/20/2023 Version: 1	Account Manager: jjones Systems Engineer: romalley	Payment Terms: Net 30

**Product & Manufacturer Maintenance**

Line No	Qty	Product	SMARTnet	Unit Price	Ext'd Price	Tax
1	12	<b>N1C.L1000</b> N1C.L1000 â€” L-Series 1000VA 120VA  Power Rating: 1000VA / 900W Topology: Online Double Conversion Input/output Voltage: 120VAC/120VAC Frequency: 50/60 Hz Autosensing Input: 5 ft. detachable NEMA 5-15P to IEC C13 cord Outputs: (8) NEMA 5-15R Dimensions: 3.4"H x 17.2"W x 16.5"D Runtime Full/Half Load: 13 minutes / 24 minutes Standard: Universal 2/4 Post Rack Rail Kit, SNMP Network Card, Tower Feet Warranty: 10 Year Electronics; 10 Year Battery		1,177.25	14,127.00	T
2	45	<b>N1C.L2000</b> N1C.L2000 â€” L-Series 2000VA 120VAC  Power Rating: 2000VA / 1800W Topology:Online Double Conversion Input/output Voltage: 120VAC/120VAC Frequency: 50/60 Hz Autosensing Input: 5 ft. detachable NEMA 5-20P to IEC C19 cord Outputs: (6) NEMA 5-15/20R Dimensions: 3.4"H x 17.2"W x 22.6"D Runtime Full/Half Load: 13 minutes / 24 minutes Standard: Universal 2/4 Post Rack Rail Kit, SNMP Network Card, Tower Feet Warranty: 10 Year Electronics; 10 Year Battery		1,766.41	79,488.45	T
3	55	<b>N1C.L2200</b> N1C.L2200 â€” L-Series 2200VA 120VAC  Power Rating: 2200VA / 1980W Topology:Online Double Conversion Input/output Voltage: 120VAC/120VAC Frequency: 50/60 Hz Autosensing Input: 5 ft. detachable NEMA 5-20P to IEC C19 cord Outputs: (6) NEMA 5-15/20R Dimensions: 3.4"H		2,355.57	129,556.35	T

x 17.2"W x 24.4"D Runtime Full/Half Load: 25 minutes / 47 minutes Standard: Universal 2/4 Post Rack Rail Kit, SNMP Network Card, Tower Feet Warranty: 10 Year Electronics; 10 Year Battery

4	6	<p><b>N1C.L3000</b>  N1C.L3000 L-Series 3000VA 120VAC</p> <p>Power Rating: 3000VA / 2700W Topology: Online Double Conversion Input/output Voltage: 120VAC/120VAC Frequency: 50/60 Hz Autosensing Input: 5 ft. NEMA L5-30P Outputs: (4) NEMA 5-15/20R, (1) NEMA L5-30R Dimensions: 3.4"H x 17.2"W x 22.6"D Runtime Full/Half Load: 13 minutes / 24 minutes Standard: Universal 2/4 Post Rack Rail Kit, SNMP Network Card, Tower Feet Warranty: 10 Year Electronics; 10 Year Battery Weight (lbs.): 55</p>		2,034.21	12,205.26	T
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**Need more time to get important stuff done? Ask us about**



Subtotal	\$235,377.06
Handling	\$0.00
Estimated Sales Tax (9.25%)	\$21,772.38
SMARTnet	\$0.00
Professional Services	\$65,399.22
Shipping	\$3,304.00
Total	\$325,852.66

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Executive Director, Technology

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## **Proposal Notes**

Scope of Work:

- Company will inspect the equipment to ensure there are no signs of damage, the environment is suitable for operation and that there will be sufficient clearance around the system for service.
- Company will install each UPS in a standard, existing two-post rack, server cabinet, wall mounted rack or wall mounted enclosure as required and connect the UPS to the existing electrical service.
- All cables will be secured as neat as possible in the customer environment utilizing existing cable management and company provided cable Velcro tape.
- Company will clear and remove all boxes, packaging, and garbage associated with the installation of the device. Company will remove existing UPS and deliver to a central location.

Assumptions:

- Customer has qualified that the specified UPS model will meet their runtime needs.
- Sizing for UPS run time estimations are based on the company's experience with the average load of equipment allocated in this proposal. Run times may vary based on the actual conditions of the UPS in production.
- If any additional equipment outside of this proposal is plugged in the UPS the desired run time may not be achieved.

UPS Network Management Card configuration to include:

- The company will configure the network management cards for the UPS in the customer environment. The card will be configured to send SMTP based alerts to a customer specified email using customer provided SMTP server. The SMTP communication can use a basic username/password if required for SMTP authentication.
- UPS alerts will be configured per Company's best practice recommendations.

Customer requirements:

- Customer is responsible for making appropriate SMTP server changes to allow proper communications with UPS network management cards.

## **Excluded from this Scope of Work:**

- Performing any network configuration
- Rearranging any rack equipment to make room for UPS
- Performing any cabling or rack clean up
- Any electrical work

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## About Sales Tax

Items sold by Development Group, Inc. and shipped to destinations in California and Nevada are subject to sales tax.

If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time and invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged.

## About Product Returns

Development Group, Inc. ("DEVGRU") only accepts the return of Products (a) that DEVGRU has the right to return to the applicable manufacturers or suppliers, (b) for which DEVGRU receives your written request for return within FOURTEEN (14) DAYS from the date of the invoice for such Products, and (c) that are factory sealed in fully resalable condition or which are Dead on Arrival ("DoA"). Except for Products returned because they are defective or DoA, to be eligible for return, Products must be in resalable condition, complete, unused and unopened, with the outer seal intact. Products that do not meet these conditions are not eligible for return and will be returned to you. Eligible Product returns will receive a credit that will be issued at the original purchase price that you paid for the Product only if your account is current. DEVGRU may return to you, any Product not authorized for return (an "Unauthorized Return") at your expense, or DEVGRU may, at its sole discretion, issue a credit for the current price of the Product, less a thirty percent (30%) restocking fee. DEVGRU is not liable for any loss or damage to Unauthorized Returns.

## Company & Payment Information

### Mailing Address

Development Group, Inc.  
PO Box 991484  
Redding, CA 96099-1484

Phone: (530) 229-0071  
Fax: (530) 248-3415

### Payment Information

Development Group, Inc.  
32880 Collections Center Dr  
Chicago, IL 60693

Federal Tax ID: 26-3740919

Note: All wire transfers must be made in US Dollars

### Office Locations

Development Group, Inc.  
6704 Lockheed Dr  
Redding, CA 96002

### Wire Transfer Information

**Domestic Wire Transfer (U.S.)**  
Wire Routing Transit Number (RTN): 026009593  
Bank Name: Bank of America  
City, State: Chicago, IL  
Account Number: 8188065595  
Title of Account: DEVELOPMENT GROUP INC

### ACH Information

**ACH Transfer (U.S.)**  
Routing Transit Number (RTN): 071000039  
Bank Name: Bank of America  
City, State: Chicago, IL  
Account Number: 8188065595  
Title of Account: DEVELOPMENT GROUP INC