

State of California

User Instructions for Structured Cabling Services

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NON-MANDATORY STATEWIDE CONTRACT

Issued by:

State of California

California Department of Technology

Statewide Technology Procurement

P.O. Box 1810, MS-Y12

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Table of Contents

A. Scope and Overview	3
B. Contract Availability and Restrictions	3
C. Contract Term	4
D. Contract Management	4
E. Contract Information	4
F. Order Limits	5
G. RFO Instructions	5
RFO content and attachments	5
H. SB/DVBE Participation	7
I. Exemptions	7
J. Problem Resolution/Supplier Performance	8
K. Contract Price List	8
L. Splitting Orders	9
M. Free On Board (F.O.B.) Destination	9
N. Contractor Selection	10
O. Purchase Execution	10
P. Invoicing	11
Q. Payment	11
R. Public Works – DGS Pre-Approval Requirements	11
S. Payee Data Record (STD. 204)	13
T. Contractor Reporting Requirement	13
U. Agency Responsibility	14
Attachment A – Structured Cabling Ordering Information	15

A. Scope and Overview

These User/Ordering Instructions are specific to the Statewide contract for telecommunication (telecom) Structured Cabling Services (SCS) awarded under IFB STP-SW-SCS-1 issued by the California Department of Technology (CDT), Statewide Technology Procurement (STP). The Statewide contract is awarded to multiple Contractors and provides the opportunity to acquire structured cabling services in one (1) or more of the following groups:

1. Group 1: Inside Plant Cabling;
2. Group 2: Outside Plant Cabling.

B. Contract Availability and Restrictions

1. The use of this Statewide contract is non-mandatory. This contract is available for use by State of California departments and any city, county, special district, educational agency, local government body or corporation empowered to expend public funds. While the state makes this contract available, each local government entity should make its own determination whether the Statewide contract is consistent with their procurement policies and regulations.

Note: Unless otherwise specified within this document, the term “Ordering Agencies” will refer to all agencies eligible to utilize this contract. Ordering and usage instructions exclusive to California state departments shall be identified within each section.

2. The use of this contract is specific to telecom services, goods, and projects.
3. Ordering agencies must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Public Contract Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 3 or F, as applicable.
4. Prior to placing orders against this contract, departments must have telecom purchasing authority issued by CDT.

Per the State Contracting Manual (SCM) and State Telecommunications Management Manual, Ordering Agencies may have been provided a purchasing authority delegation from either the Department of General

Services (DGS), Procurement Division for Information Technology goods and services or CDT STP and the CALNET Program for Telecommunications goods and services, or both. The use of this contract allows customers telecommunications purchasing delegation from the CDT to procure goods and services offered within this contract. The usage of this contract is not mandatory and goods and services offered herein are outside from the CALNET contract services.

5. The following restrictions apply to all State departments.

Products/Services available on Mandatory Statewide Contracts including CALNET Products and services available on Mandatory California Statewide Contracts cannot be purchased on this Statewide contract without an exemption.

C. Contract Term

The term for this Statewide contract is from the date of the state's approval through August 18, 2022, or upon termination by the State, whichever occurs first. The state, at its sole discretion, may exercise its option to execute up to two (2), two (2) year extensions for a maximum Contract term of seven (7) years (includes Base Contract term plus all optional extensions).

Note: Orders placed under this Statewide contract shall be executed on or before the expiration date of the contract term. All contracts, orders and the delivery of goods/services requested through this Statewide contract must be completed within 12 months following the expiration of the contract term.

D. Contract Management

Refer to the individual Statewide contract which contains the state and Contractor's assigned Contract Managers.

E. Contract Information

Refer to Attachment A below for a list of awarded Contractors. Copies of the Statewide contracts are accessible at CDT's website or on Cal eProcure, respectively, by clicking on either of the links below:

CDT's website: [Link to CDT Contract Home Page](#)

Cal eProcure: [Link to Cal eProcure Home Page](#)

F. Order Limits

There is no order minimum for this Statewide contract. The maximum order is \$500,000.00. State departments are required to submit a STD. 65 Purchasing Order (PO) to the state Contract Administrator for review and approval prior to execution of the PO if the contract award exceeds \$500,000.00 (See section I. Exemptions for additional requirements).

G. RFO Instructions

Ordering Agencies are required to send an RFO to a minimum of three (3) Contractors, including one (1) CA certified SB and/or DVBE (if available). However, Ordering Agencies are encouraged to send an RFO to all Contractors.

Note: For transactions under \$10,000 only one (1) offer is required if the Ordering Agency can establish and document that the price is fair and reasonable.

The list below is not inclusive and the Contractor shall review the RFO and its attachments for specific requirements. Items with an asterisk (*) may or may not be applicable to accompany the RFO depending on the Ordering Agency.

RFO content and attachments

1. Statement of Work (SOW); which includes:
 - a. The Prerequisite Requirements for work to commence
 - 1) Photos of beginning of job on CD*
 - 2) California State Fire Marshal (CSFM) CAD Drawings for affected SOW*
 - 3) List of Requirements (LOR) information (crew names including Construction Manager, driver's license #s, SSA #s, Cell Phone/Camera/Radio/Vehicle, etc.)*
 - b. Deliverables required after project/work is completed
 - 1) Full Site Completion (FSC) Letter*
 - 2) Updated As-Built CAD Drawings (hard copy)*
 - 3) Updated As-Built CAD Drawings in PDF and DWG on CD*

- 4) Photos of completed job on CD (w/White Board descriptions)*
 - 5) Passing Test results on CD*
 - 6) Minimum 1 year warranty on all project work and equipment from date of ordering agencies signature on the FSC Letter*
- c. Site Walkthrough Information*
- d. Ordering Agency specific requirements*
- e. PO Amendment
- 1) Agency PO cannot be amended if the Statewide contract has expired.
 - 2) The SCMs, Volumes 3 & F, provide the following direction regarding amendments to all types of LPA POs:

Original orders, which include options for changes (e.g., quantity and/or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.
2. Red lined drawings/plans from as-builts or construction plans identifying data and/or voice drop locations and/or WAP locations*
 3. Department Clearance Form*
 4. [Link to GSPD-05-105 Bidder Declaration Form](#). When completing the declaration form, vendors must identify all subcontractors proposed for participation in the contract. Vendors awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the state agrees to a substitution and it is incorporated by amendment to the contract.

At the state's option prior to award, vendors may be required to submit additional written clarifying information. Failure to submit the required written information as specified may be grounds for an offer being rejected.
 5. Commercially Useful Function. State departments must follow their department's procurement policies and procedures to ensure all certified

Small Business (SB), micro business, and/or Disabled Veteran Business Enterprise (DVBE) contractors and/or subcontractors meet the commercially useful function requirements under Government Code Section 14837 (for SB) and Military and Veterans Code Section 999(e)(2)(for DVBE).

The following CUF form must be obtained from the Contractor with the submission of their offer:

[Link to DGS CUF form](#)

6. [Link to Std. 843 Disabled Veteran Business Enterprise Declaration form \(Std. 843\)](#). If soliciting offers from a certified DVBE, include the Std. 843 in the RFO. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors.

H. SB/DVBE Participation

SB or DVBE participation is available for this contract as listed in Attachment A – Structured Cabling Contractor Ordering Information.

State departments are able to claim subcontracting dollars towards their SB or DVBE goals whenever the Contractor is a SB or DVBE, and/or subcontracts a commercially useful function to a certified SB or DVBE. The Contractor will provide the Ordering Agency with the name of the SB or DVBE used and the dollar amount the Ordering Agency can apply towards its SB or DVBE goal.

The Ordering Agency's PO must be addressed to the prime Contractor, and the PO must reference the information provided by the prime Contractor as outlined above.

I. Exemptions

When seeking an exemption, be please be advised that STP will request the following;

1. A summary of the project submitted to STP via an Exemption Request memo; including approval by the state department's Chief Information Officer (CIO) and Procurement and Contracting Officer (PCO), or the CIO's and PCO's designees;
2. The Ordering agency shall submit a draft RFO and Assessment Plan (e.g. instructions, templates) and any other supporting documents prior to release of the solicitation for STP review. Ordering agencies should allow up to 10 business days for review.

3. The Ordering Agency is required to release the RFO to a minimum of five (5) STP approved vendors if the estimated contract award is between \$500,001.00 and \$1,000,000.00.
4. If the contract award exceeds \$1,000,000.00, the RFO must be released to a minimum of seven (7) Contractors
5. Prior to execution of a PO Agreement, the Ordering agency shall submit the completed, unsigned draft PO package and other pertinent supporting documentation (e.g. completed Assessment documents, Assessment and Selection Report, etc.) as applicable, to STP supporting the award of the Agreement.

This process must also be followed if an amendment will cause the original transaction amount to exceed \$500,000.00.

J. Problem Resolution/Supplier Performance

The parties shall use their best, good faith efforts to cooperatively resolve conflicts and problems that arise in connection with this Contract. When a conflict arises between the State and Contractor, both parties shall attempt to resolve the conflict pursuant to this Section if they agree *in writing* that use of this process shall be appropriate and likely to resolve the conflict. Both parties shall continue without delay to carry out all their respective responsibilities under this Contract while attempting to resolve the conflict under this Section.

Ordering agencies and/or Contractors shall inform the state Contract Administrator (listed in the Statewide contract) *in writing* of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes, but is not limited to, informal disputes, supplier performance, and outstanding deliveries.

STP reserves the right to request a copy of the Contract/Contractor Evaluation form, [STD. 4](#), from state departments with regard to a contractor's services notwithstanding positive or negative performance.

K. Contract Price List

Pricing in each Contractor's Price List is the maximum allowed. Offers submitted by the Contractor may not exceed each line item price unless superseded by prevailing wage, but may be lower based upon where work is being done and prevailing wage.

The Ordering Agency is encouraged to seek prices lower than those on the Contractor's Price List. When responding to an agency's Request for Offer (RFO), the Contractor can offer lower prices to be competitive.

1. Travel Cost

If an Ordering Agency's Request for Offer (RFO) allows for travel costs, reimbursement for Contractor's personnel for travel, per diem, lodging, meals and incidentals shall not exceed State rates current at the time of purchase as defined in the California Department of Human Resources Rules 599.615 to 599.635 (or rates defined by Prevailing Wage Law, if applicable). This can be viewed at [Link to Cal HR Travel Reimbursement Webpage](#). Travel costs allowed by the RFO shall be itemized separately on the Ordering Agency's purchase contract.

2. Supplemental Line Items

If there are line items not in a Contractor's Price List, but needed for a Contractor to quote a specific job or project, the Contractor can add these as Supplemental Line Items (SLI) on the Ordering Agency's cost sheet under the following conditions:

- a. These line items cannot be added to the RFO cost sheet if the item is already provided on the Contractor's approved Price List.
- b. If any portion of the work represented in an SLI is already provided as a single item on the Contractor's approved Price List, the existing line item must be used for that portion of the work
- c. The Contractor is required to detail the SLI as specific as possible (item description, why it's needed, etc.) in their RFO response.

L. Splitting Orders

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated POs (PCC § 10329).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

M. Free On Board (F.O.B.) Destination

All prices are F.O.B. destination; freight prepaid by the Contractor, to the ordering organization's receiving point. Responsibility and liability for loss or

damage for all orders will remain with the Contractor until final inspection and acceptance, when all responsibility will pass to the Ordering Agency, except the responsibility for latent defects, fraud, and the warranty obligations.

N. Contractor Selection

1. If less than three (3) offers are received, Ordering Agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
2. The Ordering Agency must review the pricing provided on the Price List and confirm the unit pricing and/or rates are at or below the contracted cost.
3. The Ordering Agency must document in the procurement file the assessment and selection results based on best value criteria. Assess the offers received using best value methodology, with cost as one of the criteria. Examples of other criteria include:
 - a. reliability of delivery and implementation schedules;
 - b. industry and program experience; and/or
 - c. contractor expertise with engagements of similar scope and complexity.
4. The documentation must include all STP approved Contractors that were contacted, provide a recap of their offers and record how the selection was made, including criteria for determining best value. Regardless of other best value criteria used to accept an offer, price must always be used as one of the best value criterion.

O. Purchase Execution

State departments must use the PO, for purchase execution and complete it its entirety. An electronic version of the PO is available at the [Link to Office of State Publishing web site.](#)

The Ordering Agency's cost sheet and SOW shall accompany the PO. POs shall be processed in accordance with state contracting laws, policy, and procedures.

Local government entities shall, in lieu of the state's PO, use their own purchasing document.

P. Invoicing

Invoices shall contain the following information:

1. Ordering Agency's PO Number (STD.65)
2. Identification in detail the item acquired, quantities, unit price, extension, description, etc. (can be an attachment to the invoice)
3. Sales tax and/or use tax as a separate line item from goods
4. Identifies services provided, service period, unit price (i.e. hourly, monthly), and quantity applicable to the service (can be an attachment to the invoice)
5. Accurate billing address as stated on the PO
6. Contractor's invoice number
7. Contractor's invoice date
8. Company name and remittance address
9. Payment terms offered

Ordering Agencies may require additional invoicing requirements which will be identified in the RFO and/or SOW.

Q. Payment

Payment terms for orders placed against the statewide contract are net 45 days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires state departments to pay properly submitted, undisputed invoices not more than 45 days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

The state's obligation to make payment pursuant to the contract is subject to availability of appropriation funds.

R. Public Works – DGS Pre-Approval Requirements

If the cabling services to be provided by the Contractor include the penetration of fire rated assemblies (walls, floors, etc.); in any way modify or require the alteration of Fire-Life-Safety systems; include the identification, testing, air monitoring, abatement of hazardous materials; modify structures, foundations or similar activities to those described above, the DGS will require

the Scope of Work, RFO Drawings and Specifications to first be reviewed by DGS prior to State issuing a work order or PO or any work being performed. Further, Contractor should in all cases prepare and have available record drawings for any and all work performed in State buildings.

DGS Contact Information to send documents to review:

Joe Abdelsayed, Supervising Electrical Engineer
Link to Joseph.abdelsayed@dgs.ca.gov
916-375-4206

NOTE: DGS Pre-Approval does not apply to public works contracts, which are defined as projects under PCC § 10105, by agencies listed in PCC § 10106. Currently, in addition to DGS, those agencies are: the Department of Transportation (DOT), Department of Water Resources (DWR), Department of Boating and Waterways (DB&W), the Department of Corrections and Rehabilitation (CDCR) and the Military Department. These agencies may execute public works contracts for any amount and are not subject to the review and approval of the DGS (PCC § 10100 et seq.). The ordering agency must verify the current listed agencies to confirm status.

S. Payee Data Record (STD. 204)

A completed STD. 204 must be obtained from a vendor prior to executing a PO if the vendor is not a government entity and not identified in FI\$Cal prior to any payment released. State departments should forward a copy of the STD. 204 to their accounting office(s). The department's accounting office must ensure a completed STD. 204 is in the FI\$Cal system prior to releasing any payments. If department procedures require the department to have a STD. 204 on file, departments must obtain a copy from the vendors.

T. Contractor Reporting Requirement

1. The Contractor shall submit usage reports for all orders invoiced on a quarterly basis to the STP for all orders using the reporting template provided as an attachment to the Contractor's STP approved contract and in accordance with the Reporting Period and Due Dates specified below. Reports shall be submitted to Link to TechnologyProcurements@state.ca.gov.

Each Contractor is required to remit to the STP an Administrative Fee equal to 1.25% of the total of all Ordering Agencies' orders (excluding sales tax and freight) placed against any/all contracts related to this Statewide contract for the applicable quarter.

2. Reports are due for each quarter as follows:

Reporting Period	Due Date
Jul 1 to Sep 30	Oct 31
Oct 1 to Dec 31	Jan 31
Jan 1 to Mar 31	Apr 30
Apr 1 to Jun 30	Jul 31

U. Agency Responsibility

Ordering Agencies are responsible to ensure that the best value purchasing decision has been made and must compare all offers to ensure a best value purchasing decision.

Each Ordering Agency is responsible for its own contracting program and purchasing decisions, including use of this Statewide contract and associated outcomes. This responsibility includes, but is not necessarily limited to:

1. ensuring the necessity of the services;
2. securing appropriate funding;
3. complying with laws and policies;
4. preparing the PO in a manner that safeguards the State's interests;
5. obtaining required approvals; and
6. documenting compliance with Government Code 19130.b (3) for outsourcing services.

Ordering Agencies must evaluate the Contractor and proposed PO to determine if there are any potential conflict of interest issues.

It is the responsibility of each Ordering Agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the PO.

Attachment A – Structured Cabling Ordering Information

Contractor Name	MCI COMMUNICATIONS SERVICES LLC DBA VERIZON BUSINESS SERVICES(VERIZON) Subcontractors: <ol style="list-style-type: none">1. Veterans Communication Services, Inc. (SB/DVBE; Extended Demarcation Wiring Services Related Infrastructure materials and labor)2. Irish Communication Company (Extended Demarcation Wiring Services Related Infrastructure materials and labor)3. HHS Construction Inc. (Extended Demarcation Wiring Services Related Infrastructure materials and labor)
Awarded Group(s)	Group 1: Inside Plant Cabling Group 2: Outside Plant Cabling
Contract Term	The term of the contract is three (3) years. The state, at its sole discretion, may exercise its option to execute up to two (2), two (2) year extensions for a maximum Contract term of seven (7) years (includes Base Contract term plus all optional extensions).