

PROCEDURES FOR THE ESTABLISHMENT AND CONTINUANCE OF A BRAND NAME MICROCOMPUTER AND/OR PERIPHERAL CONTRACT

1. Financial & Operational Requirements to Apply for or to Hold a Brand Name Microcomputer and/or Peripheral State Contract

As a requirement for applying for and obtaining a Brand Name Microcomputer and/or Peripheral State Contract for computers and/or peripherals, a prospective contractor must meet the following minimum requirements:

A. Operational

One (1) year in the commercial PC business with sales of computers and computer peripherals of at least \$300,000 during the preceding twelve (12) months. The prospective contractor must be registered and in good standing with the Louisiana Secretary of State Office and must be certified as an A+ authorized service center by the Computing Technology Industry Association or provide service through a third party contractor that is certified as an A+ authorized service center by the Computing Technology Industry Association.

The prospective contractor shall supply evidence of such volume of sales in the form of a notarized affidavit, or other proof required by the Office of State Procurement (OSP).

B. Intent to Purchase

Prospective contractors must present letters from three (3) separate authorized departments stating their intent to purchase certain products should they become available on the proposed Brand Name Microcomputer and/or Peripheral State Contract. Acceptable letters to be from authorized Louisiana departments in either of the following categories:

1. State Agency
2. Quasi-Public Agency
3. Political Subdivision

At a minimum, one (1) of the letters should be from a State Agency.

Letters must include those specific items that the department intends to purchase, quantities for each item, cost of each item and the correct packaging (where applicable). The total cumulative cost of items which the departments intend to purchase shall be a minimum of \$25,000.

Letters must be signed by a department representative authorized to obligate funds for the department and must certify their department's full intent to purchase from the contract once established.

The Office of State Procurement reserves the right to verify that signatures were made by the appropriate authorized department personnel. If it is determined that

the applicant has misrepresented the department when submitting the letters, his/her request will be disapproved and no further action will be taken in the establishment of the Brand Name Microcomputer and/or Peripheral State contract. In addition, the State will proceed to prohibit the applicant's company from doing business with the State of Louisiana.

Operating Systems will be limited to systems pre-loaded on the equipment to be purchased and allowed only at the time of purchase of the equipment.

Software Purchases are limited to software pre-loaded on the equipment to be purchased and is allowed only at the time of the purchase of the hardware and must be in compliance with Louisiana Revised Statutes 39:199.D. and LAC Title 34, Chapter 55, Section 5505.

The purchase limits allowed are as follows:

- Servers and Storage (SANs, etc.) per unit/configuration costs should not exceed \$500,000 each
- Desktop per unit/configuration costs should not exceed \$100,000 each
- Printers, of all types, and Monitors per unit/configuration costs should not exceed \$50,000 each
- Peripherals per unit cost should not exceed \$50,000 each

For the purposes of these Brand Name Microcomputer and/or Peripheral State contracts, "Configuration" is defined as "a total system configuration. This may include more than one (1) model or part number (or SKU), or a combination of hardware, software, and configuring of the system to make the system work."

Total purchase order amount shall not exceed \$1,000,000. The \$1,000,000 is a "per purchase order" limit and is not a limit on the annual amount that can be purchased from the contract. Procurements shall not be artificially divided to circumvent the \$1,000,000 threshold.

Services are limited to warranty services, hardware maintenance, initial installation, initial imaging of workstations, training directly related to the support of the hardware, excluding customized training and/or software training, and initial software imaging at time of installation upon request of the Procuring Entity. General consulting and all forms of application development and programming services are excluded.

Installation is limited to the initial set-up and initial diagnostics of equipment and peripherals purchased from the contract. Installation is to be used only at the time of the purchase of the component(s) from the state contract. Installation is not to be used for configuration or reconfiguration of network equipment, installation or rearrangement of in-building or outside wiring/cabling nor any other fashion.

C. Other Criteria

1. A letterhead request signed and dated from the manufacturer or his representative requesting the establishment of a contract with all pertinent information included must be submitted to the Office of State Procurement.
2. Brand name must have registered trade name/trademark. Trademark must be registered either at the United States Patent and Trademark Office or at the Louisiana Secretary of State – Corporations Division.
3. Detailed specifications and descriptive literature of the item(s) requested to be placed on contract by authorized departments are necessary, including model numbers, product name, product codes, and packaging information.

Each item description must contain the brand name, product number and a description. The description should include important, distinguishing features of that particular item.

4. All applicants seeking to establish a Brand Name Microcomputer and/or Peripheral contract must be registered in the LaGov Vendor Portal. Registration is intuitive at the following link:
https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_use_r=self_reg

Help scripts are available on the Office of State Procurement website under Vendor Resources at:

<https://www.doa.la.gov/oa/osp/vendor-resources/>

Newly registered vendors must submit a completed W-9 form. The form is available on the Office of State Procurement website at:
<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

5. The request for a Brand Name Microcomputer and/or Peripheral State contract is subject to approval after all information is received in proper order. The requestor may submit additional items for inclusion which are compatible to or expand the scope of the base items requested in the letters submitted by the departments. The additional items are subject to review and approval by the Office of State Procurement and should be limited (less than one hundred) in order to expedite initial setup.
6. When approval has been granted, a solicitation will be prepared by the Office of State Procurement.

2. Renewal/Continuance of Contract:

Each contract is reviewed annually by the Office of State Procurement approximately four (4) months prior to the expiration date of the contract.

In order for a Brand Name Microcomputer and/or Peripheral State contract to be renewed or rebid the contract holder must meet the following requirements:

- A. Contracts are expected to have at least \$50,000 usage for the previous twelve (12) months. This usage amount may be waived in whole or in part due to extenuating circumstances in the state’s best interest.
- B. Contract purchases from State Agencies, Quasi-Public Agencies and/or Political Subdivisions will be considered. Prime contractors are required to submit detailed contract usage reports quarterly to the Office of State Procurement Contracts Manager for the contract reflecting governmental sales, inclusive of sales by any authorized distributors.
- C. The specific usage report content scope and format requirements is available on the Office of State Procurement website under Vendor Resources/Vendor Forms: <https://www.doa.la.gov/doa/osp/vendor-resources/>. In addition, the person’s name who compiled the report and their contact information shall be provided. The Office of State Procurement reserve the right to request copies of any purchase orders and/or invoices issued against the contract to substantiate vendor usage reports for audit purposes.

The usage report shall be submitted utilizing this format or an equivalent format that has been approved by the Office of State Procurement.

The due dates of each quarterly report are as follows:

QUARTER	REPORTING PERIOD	DUE DATE
First	July 1 through September 30	October 31
Second	October 1 through December 31	January 31
Third	January 1 through March 31	April 30
Fourth	April 1 through June 30	July 31

Initiation and submission of the quarterly reports to the State Procurement Analyst (SPA) is the responsibility of the Contractor without prompting or notification by the SPA. If these reports are not submitted in a timely manner evidencing adequate sales volumes the Office of State Procurement shall have the right to terminate the contract, without consideration for reestablishment for a period of two (2) years. Also, individual items with no usage may be deleted unless copies of purchase orders from agencies can substantiate usage.

- D. Each brand name contract holder will be responsible for paying an Administrative Fee or Rebate to the Office of State Procurement in exchange for the management and facilitation of the contract. The Administrative Fee or Rebate will be in accordance with the following Schedule of Fees:

Schedule of Fees	
Category	Fee Percentage
Regular statewide contracts (up to 66.5% cooperative usage)	1.00%
Primarily non-State usage contracts (66.6%+ cooperative usage)	2.00%

The administrative fee or rebate shall be submitted quarterly and shall be based on the total net (gross sales minus returns, credits and deductions) sales made to entities

located in the State of Louisiana under the contract. Initiation and submission of the administrative fee or rebate to OSP is the responsibility of the Contractor without prompting or notification by the State Procurement Analyst (SPA). If these administrative fees or rebates are not submitted in a timely manner, OSP shall have the right to terminate the contract.

The check is to be made payable to: Louisiana DOA - Office of State Procurement. The check is to be mailed or delivered by courier service to the following address: Office of State Procurement, Attn: OSP Receivables Specialist, 1201 North 3rd Street, Claiborne Building - Suite 2-160, Baton Rouge, LA 70802. The calculation of the administrative fee or rebate shall begin immediately upon execution of the contract and payment shall be made in accordance with the following schedule:

QUARTER	PAYMENT PERIOD	DUE DATE
First	July 1 through September 30	October 31
Second	October 1 through December 31	January 31
Third	January 1 through March 31	April 30
Fourth	April 1 through June 30	July 31

- E. If it is found that the information provided is not a factual representation, the State will consider this as a fraudulent act and proceed to debar the contractor from doing business with the State of Louisiana.
- F. At such time as approval is granted to renew or rebid, the Contractor will be given the opportunity to add new items.

3. Quality Assurance and Testing: Regulatory approvals

Computers and peripherals delivered under the Brand Name Microcomputer and/or Peripheral State Contract shall be FCC compliant as follows:

Each computer, monitor, keyboard and other applicable peripheral shall have either a FCC ID or statement of FCC compliance affixed to the outside case. Computer systems that are custom configured will be assembled using components that have either a FCC ID or a statement of FCC compliance. Each power supply or each power supply and case, as a unit shall be UL listed.

Novell approvals

Computer systems delivered under the Brand Name Microcomputer and/or Peripheral State contract shall be Novell compliant as follows:

Each system board and CPU will be Novell certified. As and where required by Novell, Novell certified components will be used in build-out of the basic system.

Microsoft approvals

Computer systems delivered under the Brand Name Microcomputer and/or Peripheral State contract shall be Microsoft compliant as follows:

Each system board and CPU will be Microsoft certified. As and where required by Microsoft, Microsoft compliant components will be used in build-out of the basic system.

4. Environmental Programs

Computers and peripherals delivered under the Brand Name Microcomputer and/or Peripheral State contract shall be compliant with the following standards, as applicable: Blue Angel, EcoLogo, Energy Star, EPEAT (by level), Green Guard, Nordic Swan, and TCO.

5. Required Burn-in:

Prior to delivery each portable, desktop, or workstation system and all components integrated with such system shall have been tested to ensure system quality and reliability of functionality, integration, and configuration. Prior to approval of a newly established Brand Name Microcomputer and/or Peripheral State contract, at renewal or rebid of an existing contract, or at any other time deemed necessary, the State reserves the right to request the manufacturer's testing/burn-in plan for review and approval.

6. ISO Certification:

ISO certification is not required to apply for or hold a Brand Name Microcomputer and/or Peripheral State contract. In the event ISO certification is required in the future, contractors with existing Brand Name Microcomputer and/or Peripheral State contracts shall have two (2) years from the date of notification to acquire such certification. Such notification shall be in writing and shall be made by certified mail, return receipt requested.

7. Consistent Component Supply:

The contractor must agree and commit to component consistency within a product line. Specifically, but not limited to, the computer case, system board, power supply, video card, hard drive, network card, monitor and keyboard should be of consistent quality from order to order. Upgrades to each will be a normal part of the process.

8. Product/Model Consistency and Availability:

Computer systems delivered under the Brand Name Microcomputer and/or Peripheral State contract shall be available and shall maintain consistency within that model for a minimum of three (3) months from the date of addition or upgrade on state contract. Model upgrades will be a normal part of the process.

9. Three (3) year warranty:

The contractor shall have available a three (3) year warranty for all components, with the first year of service to be provided at agency site, for the following systems:

- Desktops
- Workstations
- Servers

Cost of providing warranty as described herein shall be included in the prices of the items. There will be no separate charges for providing or extending warranties to meet the required warranty provisions.

The contractor should also have available, as an option, warranty upgrades for three (3) year on-site services should it be desired.

The contractor shall provide a one (1) year warranty on peripherals and options purchased separately from a system, portables, handheld products, and video displays.

The above stated warranties shall be voided and shall terminate if the computer system components are modified or altered by other than authorized contractor personnel.

Any damage to the original equipment caused by customer added components shall void the warranty, and repair of said unit becomes the responsibility of the customer. These additions and upgrades may include, but are not limited to, random access memory (RAM), video memory (VRAM), cache memory, disk or tape drives, modems, I/O adapters, (SCSI, serial, parallel, etc.) and other common components specifically manufactured for personal computer systems. Re-certification of warranty shall then be negotiable between the customer and the contractor. The warranty does not cover defects or damage not caused or occasioned by the contractor. Customer/contractor may verify machine condition or warranty through removal of any or all the components added following initial procurement of the system.

10. Online Support Capabilities:

Although not a requirement for Brand Name Microcomputer and/or Peripheral State contract an "Online Support System" is encouraged. All contractors are encouraged to provide some type of World Wide Web access to the "agencies" in order to provide for technical support, system configuration and order tracking.

11. Third Party Warranty:

Third Party warranty providers are acceptable but are not preferred for warranty repair and support. The contractor of a Brand Name Microcomputer and/or Peripheral State contract may use a third party warranty provider when demand for support or repair is greater than that which the contractor's "in-house" support team can provide.

AT NO TIME DOES THIS RELIEVE THE CONTRACT VENDOR OF HIS RESPONSIBILITY TO ANY AND ALL REQUIREMENTS THAT THE OFFICE OF STATE PROCUREMENT HAS IN PLACE FOR BRAND NAME MICROCOMPUTER AND/OR PERIPHERAL STATE CONTRACTS.

12. Technical Support Experience:

In order for the State of Louisiana to ensure quality of service, the Office of State Procurement requires that any Brand Name Microcomputer and/or Peripheral State Contract Vendor meet the following:

- A. All support personnel have at least one (1) year of hands-on microcomputer technical experience.

- B. That the contractor or his service representative be recognized as an A+ Authorized Service Center by the Computing Technology Industry Association. This requires that at least 50% of all technical support personnel be A+ Certified. Proof of certification must be furnished to the Office of State Procurement.
- C. This requirement also applies to any third party warranty provider that a contractor may contract with for warranty support.

13. Adding items to a Brand Name State Contract for Microcomputers and/or Peripherals - (PCBN3 Form):

At the request of an authorized representative of an authorized Louisiana department, items that update, enhance, and/or integrate with the computer systems; peripherals and components on contract may be added to the contract in the following manner:

The Contract Holder shall provide a request to place the item or items on the existing Brand Name Microcomputer and/or Peripheral State contract through the submission of a completed PCBN3 form, which is available on the Office of State Procurement website at the following link:

<https://www.doa.la.gov/media/pvwel32l/pcbn3-091614.pdf>

Information that should be provided includes:

- A. Detailed description of each item, including product name, product number, and packaging, as well as descriptive literature or link to product literature;
- B. Published Commercial/Retail Price List;
- C. Certification that the item is in compliance with all requirement for a state contract;
- D. OEM Agreement from the original equipment manufacturer if the requested item(s) is **not** manufactured by the private label distributor (refer to **#14.B**);

Additions to Brand Name Microcomputer and/or Peripheral Contracts will be allowed only one (1) time per quarter, other than amendments made at the time of renewal.

When a request is made to add one of a line or series of similar items provided by the vendor, the entire line or series of similar items may be added in the one request.

The request shall be signed and dated by an authorized representative of the authorized Louisiana Department making the request and an authorized representative of the Contract Holder. The Office of State Procurement may request documentation to verify that the item or items to be added to a state contract do update, enhance, and/or integrate with the computer systems, peripherals and components on contract and/or are one of a line or series of similar items.

14. General Requirements

- A. If a supplier holds a GSA (General Service Administration) Contract, the State of Louisiana expects to receive equal or better pricing than listed on the GSA contract. Failure to do so will result in no award being made to the supplier.
- B. With the exception of certain external peripherals commonly sold as part of a "bundled system" (i.e. monitors, mouse, keyboard, speakers), the CPU and any

external peripheral devices such as printers, scanners, and other items of significant cost must be legally labeled as the brand name specified in the contract. In certain cases, this would require that there be a legal agreement between the original equipment manufacturer and the private label distributor, allowing the private label distributor to label and market the product as the brand specified.

- C. It is the supplier's responsibility to assure that all items meet the above criteria. Items delivered to an agency not in accordance with these criteria will be subject to return at the supplier's expense and may result in further actions being pursued.