

**PROCEDURES FOR THE ESTABLISHMENT AND CONTINUANCE OF A  
BRAND NAME MICROCOMPUTER CONTRACT  
(Revised 09/09/11)**

**1. Financial & Operational Requirements to Apply for or Hold a Brand Name State Contract**

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

**A. Operational**

One year in the commercial PC business with sales of computers and computer peripherals of at least \$300,000 during the preceding 12 months. The prospective contractor must be registered with the Secretary of State 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 Purchasing.

**B. Intent to Purchase**

Prospective contractors must present letters from three authorized agencies stating their intent to purchase certain products should they become available on the proposed Brand Name State Contract. However, if a strong business case is presented by a single agency that is responsible for numerous agencies, such as the Department of Children and Family Services (formerly the Department of Social Services), the requirement for three letters may be waived. Acceptable letters to be from authorized Louisiana agencies in the following categories:

1. State Agency or Quasi Public Agency
2. Parish School Board
3. Political subdivision

Letters must include those specific items that the agency 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 agencies intend to purchase shall be a minimum of \$15,000.

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

The Office of State Purchasing reserves the right to verify that signatures were made by the appropriate authorized agency personnel. If it is determined that the applicant has misrepresented the agency when submitting the letters, his/her

request will be disapproved and no further action will be taken in the establishment of the brand name 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 39:199D and LAC Title 34, Chapter 55, Section 5505.

Individual line items shall not exceed \$50,000. Total release/purchase order amount shall not exceed \$1,000,000. The \$1,000,000 is a "per release/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 up request of the Purchasing 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 State Purchasing Office.
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 agencies 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, but it should be limited to six (6) lines of

forty (40) characters each. An example of the format required is as follows:

BRAND NAME #1122345, PENTIUM III 450MHZ,  
64MB DIMM, 1.44 FDD, 6.4GB HARD DRIVE,  
AGP 8MB VIDEO, 44X CD ROM, SOUNDBLASTER  
64, 80 WATT SPEAKERS, PS2 KEYBOARD, MS  
PS 2 MOUSE, (MONITOR SOLD SEPARATELY)  
WIN. 98, 3 YR. WARRANTY, 1ST YR. ON-SITE.

4. All applicants seeking to establish a brand name contract should have a current Federal W-9 (form is available on the Office of State Purchasing website) on file at the State Purchasing Office. Inquiries about vendor records should be directed to (225) 342-8049, Post Office Box 94095, Baton Rouge, Louisiana 70804-9095, or email [vendr\\_inq@la.gov](mailto:vendr_inq@la.gov). Applicants are also encouraged to register on-line in LaGov at no charge at [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg) accessible from our website at <http://www.doa.louisiana.gov/osp>.
5. The request for a Brand Name Microcomputer 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 agency letters. The additional items are subject to review and approval by the State Purchasing Office 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 State Purchasing.

## **2. Renewal/Continuance of Contract:**

Each contract is reviewed annually by State Purchasing approximately four (4) months prior to expiration of contract.

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

1. Contracts are expected to have at least \$20,000 usage for the previous twelve months. This usage amount may be waived in whole or in part due to extenuating circumstances in the state's best interest.
2. Failure to produce evidence of usage may result in cancellation of the brand name contract. Should a contract be discontinued, there will be a waiting period of twelve (12) months before reapplication can be submitted.
3. Submit quarterly reports to the Office of State Purchasing in accordance with the requirements set forth in the contract documents. The report should be

submitted in Microsoft Excel 97-03 format or an equivalent approved by the Office of State Purchasing due on or before the 15<sup>th</sup> day following the end of each quarter. If these reports are not submitted in a timely manner, the Office of State Purchasing shall have the right to terminate the contract.

The reports shall include all State Agencies, Quasi-Agencies, Parish School Boards and Political Subdivisions. It will be the responsibility of the contractor to report applicable sales to the Office of State Purchasing for consideration of total sales volume. **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.**

4. 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 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 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 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 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 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 9002 Certification:**

ISO certification is not required to apply for or hold a brand name state contract. In the event ISO certification is required in the future, contractors with existing brand name state contracts shall have two 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 State Contract shall be available and shall maintain consistency within that model for a minimum of 3 months from the date of addition or upgrade on state contract. Model upgrades will be a normal part of the process.

**9. Three year warranty:**

The contractor shall have available a three 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 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 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 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 PURCHASING HAS IN PLACE FOR BRAND NAME MICROCOMPUTER CONTRACTS.**

**12. Technical Support Experience:**

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

1. All support personnel have at least one year of hands-on microcomputer technical experience.
2. 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 Purchasing.
3. 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 agency, 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 vendor shall provide a request to place the item or items on the existing brand name state contract through the submission of a completed PCBN3 form, which is available on the Office of State Purchasing website at the following link: <http://www.doa.louisiana.gov/osp/onlineforms/docs/PCBN3.pdf>. Information that should be provided includes:

1. Detailed description of each item, including product name, product number, and packaging, as well as descriptive literature or link to product literature;
2. Published Commercial/Retail Price List;
3. Certification that the item is in compliance with all requirements for a state contract;
4. OEM Agreement from the original equipment manufacturer if the requested item(s) is **not** manufactured by the private label distributor (refer to **#14.2**);

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 Agency making the request and an authorized representative of the vendor. The Office of State Purchasing 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**

1. If a supplier holds a GSA 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.
2. 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.
3. 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 will result in legal action being pursued.