



FLOYD COUNTY BOARD OF EDUCATION
Henry Webb, Superintendent
106 North Front Avenue
Prestonsburg, Kentucky 41653
Telephone (606) 886-2354 Fax (606) 886-8862
www.floyd.kyschools.us

Jeff Stumbo, Chair - District 3
Linda C. Gearheart, Vice-Chair - District 1
Dr. Chandra Varia, Member - District 2
Rhonda Meade, Member - District 4
Sherry Robinson - District 5

Date: May 3, 2016

Consent Agenda Item (Action Item): Approve agreement between Dell and the Floyd County Schools;

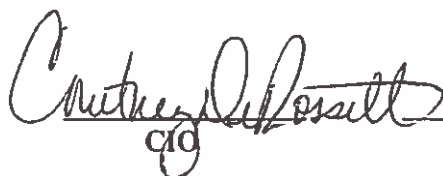
Applicable Statute or Regulation: BOE Policy 01.11 General Powers and Duties of the Board.


Fiscal/Budgetary Impact: Additional cost for 4 year warranty & 4 year accidental damage protection; General Fund, Title, & KETS (will stay consistent with the price of the device as stated in the agreement)

History/Background: Digital conversion data shows a 4 year warranty and 4 year accidental damage protection will assist the district with the cost of device parts.

Recommended Action: Approve as presented.

Contact Person(s): Courtney DeRossett, CIO


CIO


Superintendent



29 April 2016

Floyd County School District
Attention: Dr. Henry Webb, Superintendent
106 North Front Ave.
Prestonsburg, KY 41653

Subject: Fixed pricing for standard configuration Dell system

Dear Dr. Webb:

This letter agreement (the "Letter Agreement") documents the arrangements you have recently discussed with your Dell account team regarding the arrangements addressed below, as agreed upon by Dell Marketing L.P. ("Dell") and Floyd County School District ("FCSD"). The terms agreed by FCSD and Dell are as follow.

Term & termination. The term of this Letter Agreement will begin 1 May 2016 (the "Effective Date") and end on the earliest of 30 April 2021 or the date of the expiration of the Master Agreement, as defined below (the "Term"). If either party breaches its obligations under this Letter Agreement or the Master Agreement, the other party may terminate this Letter Agreement in accordance with the applicable provisions of the Master Agreement.

Fixed price for Standard Configuration Dell system

- During the Term, the Dell-branded system agreed upon by FCSD and Dell as a standard configuration and described in the Dell quote referenced below ("Standard Configuration") will be made available to FCSD for its internal purchases from Dell at the price set out in the quote (which is incorporated as if set out in full).

Quote #	Description of product	Unit price (excluding taxes and shipping (if applicable))
1021542494260	Dell Latitude 3350, XCTO	\$540.00

- If the Standard Configuration reaches the end of its life cycle during the Term, Dell will work with FCSD to develop a plan for a smooth transition to a comparably configured, comparably priced replacement from the same category of Dell-branded systems.

General terms.

- Direct purchases from Dell will be governed by terms and conditions in Dell's response to KETS Instructional Devices RFP (Contract Code 10AHB; the "Master Agreement"). In the event of conflict or inconsistency between this Letter Agreement and the Master Agreement, this Letter Agreement will control.
- This Letter Agreement (including the Master Agreement) sets out the parties' entire agreement with respect to its subject matter and supersedes any and all prior agreements or arrangements relating to the same subject matter, whether made in writing or verbally. No modification to this Letter Agreement will be effective or binding on either party unless it is in writing and signed by authorized representatives of both parties.

Please sign in the space provided below to confirm acceptance of the terms of this Letter Agreement and return an executed original of the Letter Agreement to your Dell account team.

Accepted by Dell Marketing L.P.:	Accepted by Floyd County School District:
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

CONFIDENTIAL



Quote 1021542494260.1

FLOYD COUNTY PUBLIC SCHOOLS

Salesperson	Quote Details	Billing Details
Salesperson Name Tara Thomas	Quote Date 04/25/2016	Company Name FLOYD COUNTY PUBLIC SCHOOLS
Salesperson Email Tara_Thomas@Dell.com	Quote Validity 05/25/2016	Customer Number 20803276
Salesperson Phone 18009993355	Solution ID -	Phone Number 1 (606) 8862354
Salesperson Extension 5139116		Address ACCOUNTS PAYABLE 106 N FRONT AVE PRESTONSBURG KY 41653-7832 US

Price Summary

Description	Quantity	Unit Price	Subtotal Price
LAT,ROUND ROCK MLK,3350	900	\$540.00	\$486,000.00
Subtotal			\$486,000.00
Tax			\$0.00
Shipping and Handling			\$0.00
Environmental Fee			\$0.00
Total			\$486,000.00

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

Dear Customer,

Your quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire changes, please contact me as soon as possible.

Regards,
Tara Thomas

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Product Details by Shipment

Shipping Group 1

Shipping Contact:	MATT WIREMAN	Subtotal	\$486,000.00
Shipping Phone No:	1 (606) 8864534	Tax	\$0.00
Shipping via:	Standard Ground	Shipping and Handling	\$0.00
Shipping Address:	106 NORTH FRONT AVE	Environmental Fee	\$0.00
	PRESTONSBURG	Total	\$486,000.00
	KY 41653		
	US		

Description	Quantity	Unit Price	Subtotal Price
LAT,ROUND ROCK MLK,3350	900	\$540.00	\$486,000.00

Estimated Delivery Date: 05/10/2016
Contract Code: 10AHB
Customer Agreement No: MA 758 1600000408 1

210-AHHH	Dell Latitude 3350, XCTO	900	-	-
338-BIFH	Intel Pentium 3825U (Dual Core, 1.9GHz, 2MB cache)	900	-	-
619-AJHU	Win10/Win7 Pro DGR 64bit Nat'l Academic. K12 EDU only. MSFT Approval req'd. DAO English DM	900	-	-
658-BCSB	Microsoft Office 30 Day Trial	900	-	-
340-ADFZ	Dell Power Manager	900	-	-
422-0007	Dell Data Protection Security Tools Digital Delivery/NB	900	-	-
422-0052	SW,MY-DELL,CRRS	900	-	-
637-AAAS	Dell Backup and Recovery Basic	900	-	-
640-BBDF	Adobe Reader 11	900	-	-
640-BBEV	Dell Data Protection Protected Workspace	900	-	-
640-BBJB	ODM Info	900	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	900	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and	900	-	-

	Apps),OptiPlex			
658-BBNF	Waves Maxx Audio Royalty	900	-	-
658-BCWR	System Shipment, Latitude 3350	900	-	-
954-3465	No DDPE Encryption Software	900	-	-
634-BENZ	No DDP ESS Software	900	-	-
391-BCLV	34cm (13.3") HD (1366x768) LED-backlit Non-Touch LCD Panel	900	-	-
391-BCMH	Non-Touch LCD Black Cover with Camera,WLAN antenna	900	-	-
370-AAQI	4GB (1x4GB) 1600MHz DDR3L Memory	900	-	-
400-AJYL	128GB 2.5 inch SATA Solid State Drive	900	-	-
631-AAVF	Intel non-vpro, Round Rock MLK	900	-	-
555-BBYQ	Intel Dual Band Wireless-N 7265AGN 802.11a/b/g/n 2x2 + Bluetooth 4.0 LE Half Mini Card	900	-	-
555-BCRY	Intel Dual Band Wireless 7265 Driver w/o WiDi	900	-	-
340-AQUY	Intel(R) Pentium(R) CPU label	900	-	-
362-BBBB	No Wireless WAN Card	900	-	-
580-AEKC	Keyboard Lattice for US Layout (82 key)	900	-	-
580-AELJ	English Qwerty Non-backlit Single Pointing Keyboard	900	-	-
492-BBDD	65 Watt AC Adaptor	900	-	-
537-BBBL	US Power Cord	900	-	-
451-BBIG	Primary 4-cell 43W/HR Battery	900	-	-
620-AAYW	Windows 10 OS Professional Recovery 64bit - DVD	900	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French/Dutch)	900	-	-
340-ATDX	Quick Reference Guide	900	-	-
430-XXYG	No Resource DVD	900	-	-
387-BBKH	Energy Star 6.1	900	-	-
389-BCGW	No UPC Label	900	-	-
332-1286	US Order	900	-	-
328-BCFV	MIN Config Shipping Material	900	-	-
340-AASO	Direct Ship Info Mod	900	-	-
340-ATDY	SHIP,NBK,DAO,SHUTTLE,3350	900	-	-
340-ATXQ	MOD,SHP MTL,NBK,RR,13,MLK	900	-	-
340-ATXR	MOD,SHP MTL,SHTLE,RR,13,MLK	900	-	-
800-BBGT	BTO Standard Shipment (S)	900	-	-
817-BBBB	No FGA	900	-	-
452-BBSE	No Docking Station	900	-	-
570-AADK	No Mouse	900	-	-
975-3461	Dell Limited Hardware Warranty Extended Year(s)	900	-	-
997-6727	Dell Limited Hardware Warranty	900	-	-
997-6735	Onsite/In-Home Service After Remote Diagnosis, 1 Year	900	-	-
997-6738	Onsite/In-Home Service After Remote Diagnosis, 3 Year Extended	900	-	-
973-9185	Accidental Damage Service, 4 year	900	-	-

Important Notes

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hard copy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S Return Policy(www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related service terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - A Version. (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version (www.dell.com/SEULA) (the "End User License Agreements").

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms:

A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software.

B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.