



Bullitt County Public Schools

Office of Information and Technology

1040 Highway 44 East
Shepherdsville, Kentucky 40165
502-869-TECH

M E M O

03.16.2022

TO: Jesse Bacon, Superintendent

FR: Kevin Fugate, Director of Technology *KF*

RE: Chromebook Lease

This year we solicited bids for Chromebooks from three vendors; Trafera, CDWG, and Dell. After receiving those mini-bids and completing a decision matrix, we've once again decided to go with Dell. Our past experience coupled with the number of bonuses we've received from Dell gave them the edge above the others. We will once again be leasing 1,949 at \$249 each, of the Dell 3100 Chromebooks. This refresh will place new devices in the hands of our incoming 6th graders and 9th graders. Trace 3 will once again be conducting our white glove service to enroll, asset tagging, and distribute the above devices to each location. This cost will also remain at \$9 per device.

The leasing proposal is attached from Insight Financial Services. I am asking for board approval of this lease for the Dell devices through Insight Financial and the white-glove service from Trace 3. This price is for 1949 devices at \$249 each for a total of \$489,819.19. The yearly payment is documented on the lease agreement as well.

After your approval, this will be all be submitted for KDE's approval as well. If you have any questions please let me know. Thank you!



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000110115010.1	Sales Rep	WESLEY FETTER
Total	\$489,819.19	Phone	(800) 456-3355, 18009993355
Customer #	530015275801	Email	Wesley_Fetter@Dell.com
Quoted On	Jan. 21, 2022	Billing To	LEASE ADMIN
Expires by	Feb. 20, 2022		INSIGHT INVESTMENTS LLC
Contract Name	Dell Standard Terms and Conditions		611 ANTON BLVD
Contract Code	C000000006563		STE 700
Customer Agreement #	Dell Standard Terms and Conditions		COSTA MESA, CA 92626-7050
Deal ID	23190764		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
WESLEY FETTER

Shipping Group

Shipping To	Shipping Method
MAEGAN JOHNSON BULLITT COUNTY BOE 1016 S CLEVELAND RD LEXINGTON, KY 40515 (502) 869-8049	Standard Ground

Product	Unit Price	Quantity	Subtotal
Chromebook 11 3100	\$249.00	1949	\$485,301.00

Subtotal:	\$485,301.00
Shipping:	\$4,518.19
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$489,819.19
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$489,819.19
---------------	---------------------

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

MAEGAN JOHNSON
BULLITT COUNTY BOE
1016 S CLEVELAND RD
LEXINGTON, KY 40515
(502) 869-8049

Shipping Method

Standard Ground

	Quantity	Subtotal
Chromebook 11 3100	\$249.00 1949	\$485,301.00
Estimated delivery if purchased today: Feb. 02, 2022 Contract # C000000006563 Customer Agreement # Dell Standard Terms and Conditions		

Description	SKU	Unit Price	Quantity	Subtotal
Dell Chromebook 3100	210-ARJL	-	1949	-
Intel Celeron N4020 (Dual Core, up to 2.8GHz, 4M Cache, 6W)	338-BUUG	-	1949	-
4GB 2400MHz LPDDR4 Non-ECC	370-ADZI	-	1949	-
32GB eMMC Hard Drive	400-AWCZ	-	1949	-
11.6" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Microphone, WLAN Capable	391-BDXY	-	1949	-
US English Keyboard, non-backlit	580-AHRW	-	1949	-
No Mouse	570-AADK	-	1949	-
Intel(R) Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BEVK	-	1949	-
No Mobile Broadband Card	556-BBCD	-	1949	-
Primary 3-Cell 42Whr Battery	451-BCNK	-	1949	-
65W Type-C EPEAT Adapter	492-BCXP	-	1949	-
E4 Power Cord 1M for US	537-BBBL	-	1949	-
Quick Start Guide	340-CKUZ	-	1949	-
No Carrying Case	460-BBEX	-	1949	-
Chrome Education FGA	800-BBTT	-	1949	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1949	-
Fixed Hardware Configuration	998-EWJE	-	1949	-
Label 0X02	389-DPUI	-	1949	-
BTS Pkg DAO L10 (CCD) (US SMT China)	340-CVLL	-	1949	-
Intel(R) Label	389-BHZJ	-	1949	-
BTS/BTP Smart Selection Shipment, Chromebook (VS)	800-BBQM	-	1949	-
EAN label	389-BKKL	-	1949	-
No UPC Label	389-BCGW	-	1949	-
Not Included	631-ABBH	-	1949	-
Non-Touch LCD Cover	320-BCTK	-	1949	-
Dell Limited Hardware Warranty Initial Year	823-5168	-	1949	-
ProSupport: Next Business Day Onsite, 1 Year	823-5192	-	1949	-
ProSupport: Next Business Day Onsite, 2 Years Extended	823-5194	-	1949	-
ProSupport: 7x24 Technical Support, 3 Years	823-5202	-	1949	-

Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1949	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1949	-
Consult-Infrastructure Consulting Services,Dell Instructor-Led Prof Learning Voucher-1 yr expiration	908-8949	-	1949	-

Subtotal:	\$485,301.00
Shipping:	\$4,518.19
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$489,819.19

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecifictterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Lessee: Bullitt County Public Schools

Schedule: 10

Equipment Located At: Bullitt County Public Schools
1040 Hwy 44 East
Shepherdsville, KY 40165

<u>Qty</u>	<u>Model</u>	<u>Manufacturer</u>	<u>Description</u>	<u>Serial Number</u>
936		Dell	Chromebook 11	TBD

Lessee Initial: _____

Lessor Initial: _____
Acknowledges Pages 1 -1

SCHEDULE NO. 10
DATED AS OF FEBRUARY 17, 2022
TO THE MASTER LEASE AGREEMENT NO. 9211
DATED AS OF MAY 10, 2018
BY AND BETWEEN INSIGHT INVESTMENTS, LLC, LESSOR
AND BULLITT COUNTY PUBLIC SCHOOLS, LESSEE

Equipment Description and Location: Described on Attachment "A"

Equipment Cost: \$233,064.00

Base Term: 36 Months

Base Term Start Date: First of the month immediately following Acceptance

Rent: \$76,884.21 billed Annually in Advance

Serial Numbers: Lessee hereby authorizes Lessor to insert and/or revise serial numbers and other information relevant to the proper identification and/or description of the Equipment subsequent to Lessee's execution of this Schedule and any Attachment A thereto.

Lease Rate Adjustment:

As indicated in the proposal entered into between Lessor and Lessee having an execution date of TBD, in the event there is an increase in the Treasury Note yields or Interest Rate Swap yields prior to the Date of Acceptance of this Schedule, the Rent stated herein is subject to change pursuant to the terms and conditions of the "Lease Rate Adjustment" section in such proposal.

IN WITNESS WHEREOF, the parties have caused this Schedule to be executed by their duly authorized officers as of the day and year first set forth above. This Schedule shall incorporate by reference all of the terms and conditions of the referenced Master Lease.

INSIGHT INVESTMENTS, LLC

BULLITT COUNTY PUBLIC SCHOOLS

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

IF MANUALLY EXECUTED AND NOT SUBSEQUENTLY STORED IN AN ELECTRONIC VAULT, THIS IS COUNTERPART NO. ___ OF THREE (3) SERIALLY NUMBERED, MANUALLY EXECUTED COUNTERPARTS OF THIS CERTIFICATE OF ACCEPTANCE. NO SECURITY INTEREST IN THIS CERTIFICATE OF ACCEPTANCE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

CERTIFICATE OF ACCEPTANCE

**TO SCHEDULE NO. 10 DATED FEBRUARY 17, 2022
ATTACHED TO MASTER LEASE AGREEMENT NO. 9211 DATED MAY 10, 2018 BETWEEN
INSIGHT INVESTMENTS, LLC, LESSOR
AND
BULLITT COUNTY PUBLIC SCHOOLS, LESSEE (COLLECTIVELY, THE "LEASE")**

1. CONDITION OF EQUIPMENT:

Lessee certifies that all Units of the Equipment described in Schedule No. 10 dated February 17, 2022 have been delivered to the location indicated in Paragraph 2 below, tested and inspected by Lessee, found to be in good order, and unconditionally accepted as Units of Equipment under the Lease, all on the date indicated below.

2. LOCATION OF UNITS OF EQUIPMENT:

Equipment Description and Location Description described on Attachment "A"

3. DATE OF ACCEPTANCE: _____

4. REPRESENTATIONS BY LESSEE:

Lessee hereby represents and warrants to Lessor that (i) Lessee's representations and warranties contained in the Lease are true and correct; (ii) no Event of Default under the Lease has occurred and is continuing; (iii) Lessee had obtained, and there are in full force and effect, and insurance policies with respect to the Equipment required to be obtained under the terms of the Lease, and (iv) Lessee's financial statements, and the financial statements of any guarantor of Lessee's obligations, given to Lessor present Lessee's and such Guarantor's financial and business conditions as of the dates of such statements, and since such dates there have been no material adverse changes in Lessee's or such guarantor's financial or business conditions.

Bullitt County Public Schools
Lessee

By: _____

Name: _____

Title: _____

IF MANUALLY EXECUTED AND NOT SUBSEQUENTLY STORED IN AN ELECTRONIC VAULT, THIS IS COUNTERPART NO. ___ OF THREE (3) SERIALY NUMBERED, MANUALLY EXECUTED COUNTERPARTS OF THIS CERTIFICATE OF ACCEPTANCE. NO SECURITY INTEREST IN THIS CERTIFICATE OF ACCEPTANCE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

Lessee: Bullitt County Public Schools

Schedule: 11

Equipment Located At: Bullitt County Public Schools
1040 Hwy 44 East
Shepherdsville, KY 40165

<u>Qty</u>	<u>Model</u>	<u>Manufacturer</u>	<u>Description</u>	<u>Serial Number</u>
1013		Dell	Chromebook 11	TBD

Lessee Initial: _____

Lessor Initial: _____
Acknowledges Pages 1 -1

SCHEDULE NO. 11
DATED AS OF FEBRUARY 17, 2022
TO THE MASTER LEASE AGREEMENT NO. 9211
DATED AS OF MAY 10, 2018
BY AND BETWEEN INSIGHT INVESTMENTS, LLC, LESSOR
AND BULLITT COUNTY PUBLIC SCHOOLS, LESSEE

Equipment Description and Location: Described on Attachment "A"

Equipment Cost: \$252,237.00

Base Term: 48 Months

Base Term Start Date: First of the month immediately following Acceptance

Rent: \$63,853.80 billed Annually in Advance

Serial Numbers: Lessee hereby authorizes Lessor to insert and/or revise serial numbers and other information relevant to the proper identification and/or description of the Equipment subsequent to Lessee's execution of this Schedule and any Attachment A thereto.

Lease Rate Adjustment:

As indicated in the proposal entered into between Lessor and Lessee having an execution date of TBD, in the event there is an increase in the Treasury Note yields or Interest Rate Swap yields prior to the Date of Acceptance of this Schedule, the Rent stated herein is subject to change pursuant to the terms and conditions of the "Lease Rate Adjustment" section in such proposal.

IN WITNESS WHEREOF, the parties have caused this Schedule to be executed by their duly authorized officers as of the day and year first set forth above. This Schedule shall incorporate by reference all of the terms and conditions of the referenced Master Lease.

INSIGHT INVESTMENTS, LLC

BULLITT COUNTY PUBLIC SCHOOLS

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

IF MANUALLY EXECUTED AND NOT SUBSEQUENTLY STORED IN AN ELECTRONIC VAULT, THIS IS COUNTERPART NO. ____ OF THREE (3) SERIALY NUMBERED, MANUALLY EXECUTED COUNTERPARTS OF THIS CERTIFICATE OF ACCEPTANCE. NO SECURITY INTEREST IN THIS CERTIFICATE OF ACCEPTANCE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

CERTIFICATE OF ACCEPTANCE

**TO SCHEDULE NO. 11 DATED FEBRUARY 17, 2022
ATTACHED TO MASTER LEASE AGREEMENT NO. 9211 DATED MAY 10, 2018 BETWEEN
INSIGHT INVESTMENTS, LLC, LESSOR
AND
BULLITT COUNTY PUBLIC SCHOOLS, LESSEE (COLLECTIVELY, THE "LEASE")**

1. CONDITION OF EQUIPMENT:

Lessee certifies that all Units of the Equipment described in Schedule No. 11 dated February 17, 2022 have been delivered to the location indicated in Paragraph 2 below, tested and inspected by Lessee, found to be in good order, and unconditionally accepted as Units of Equipment under the Lease, all on the date indicated below.

2. LOCATION OF UNITS OF EQUIPMENT:

Equipment Description and Location Description described on Attachment "A"

3. DATE OF ACCEPTANCE: _____

4. REPRESENTATIONS BY LESSEE:

Lessee hereby represents and warrants to Lessor that (i) Lessee's representations and warranties contained in the Lease are true and correct; (ii) no Event of Default under the Lease has occurred and is continuing; (iii) Lessee had obtained, and there are in full force and effect, and insurance policies with respect to the Equipment required to be obtained under the terms of the Lease, and (iv) Lessee's financial statements, and the financial statements of any guarantor of Lessee's obligations, given to Lessor present Lessee's and such Guarantor's financial and business conditions as of the dates of such statements, and since such dates there have been no material adverse changes in Lessee's or such guarantor's financial or business conditions.

Bullitt County Public Schools
Lessee

By: _____

Name: _____

Title: _____

IF MANUALLY EXECUTED AND NOT SUBSEQUENTLY STORED IN AN ELECTRONIC VAULT, THIS IS COUNTERPART NO. ___ OF THREE (3) SERIALLY NUMBERED, MANUALLY EXECUTED COUNTERPARTS OF THIS CERTIFICATE OF ACCEPTANCE. NO SECURITY INTEREST IN THIS CERTIFICATE OF ACCEPTANCE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

TRACE3



2022-2-95856 White Glove Services 2022

Quote # Trace3.036833.v1

Prepared for:

Bullitt County Schools

Andrew Hobbs
andrew.hobbs@bullitt.kyschools.us

Trace3 Services

Line #	Qty	Part Number	Product Description	Unit Price	Ext. Price
1	2041	QS-PS-ADVANCED SERVICES	Trace3 Services White Glove	\$9.00	\$18,369.00

Subtotal: **\$18,369.00**

Quote Notes

Additional Information

Scope

- Receive product
- Unbox and unpack product
- Scan SN's into spreadsheet
- Create and Print customer labels and affix to devices
- Pre-Configure devices and enroll in management system
- Dispose of all packing materials.
- Deliver devices to customer provided location(s)

Level of effort estimates and rates

- o Total estimate: \$18,369.09

Out of Scope

- Anything not listed

Assumptions

- It is assumed that a lift is NOT required. Should a lift be required, additional fees will be quoted, and the type of lift will be determined prior to performing work to ensure the proper lift type is available and onsite at time of work being performed.
- Existing patch cables will be used, if damaged and in need of replacement customer will provide at time of installation.
- Customer will provide a workspace with wired networking to unbox and prep new equipment.
- Contractor is not responsible for any incompatibilities with co-mingling equipment brands.
- All Managed Services work is remote only. Onsite services will be additional fees and billed on a time and materials basis.
- All work will be performed during normal business hours unless after-hours or weekend work is requested by the contractor.
- Contractor will install devices and route all cables in a neat and orderly fashion.
- Customer will provide adequate power and data as required by the project.
- Customer will provide adequate access to data jacks as required.
- Customer will provide a location to store all devices and accessories being removed.
- Customer will provide access to all locations where delivery is required.

Terms & Conditions

Upon client signatory's execution of this Quote, he/she affirms that:

Quote Notes

Additional Information

1. Services will be invoiced as follows:

Fixed Fee Option

2. Professional Services not requiring presence onsite may be performed remotely.

3. Unless otherwise mutually agreed by the parties, Trace3 will present Client with a completion certificate (a "Completion Certificate") upon the completion of the provision of all the Deliverables. If Client reasonably determines that Trace3 has completed provision of the Deliverables described in the Completion Certificate in substantial conformance with the applicable deliverable specifications, Client will sign the Completion Certificate acknowledging acceptance of the completed Deliverables and will return the signed Completion Certificate to Trace3 within five business days from the date of Client's receipt of the Completion Certificate. In the event Trace3 does not receive a signed Completion Certificate or notice that the Deliverables do not meet the applicable deliverable specifications from Client within ten days of Client's receipt of a Completion Certificate, Client's affirmative acceptance of completion of the Deliverables, a waiver of any Client right to reject completion of provision of the Deliverables and Client's signing of the Completion Certificate will automatically and without any further action of the parties be deemed to have occurred.

2022-2-95856 White Glove Services 2022

Prepared by:

Trace3 - Lexington

Mike Phelps
mike.phelps@trace3.com

Prepared for:

Bullitt County Schools

1040 Highway 44
Shepherdsville, KY 40165
Andrew Hobbs
(502) 869-8000
andrew.hobbs@bullitt.kyschools.us

Quote Information:

Trace3.036833.v1

Quote Date: 02/16/2022
Expiration Date: 03/18/2022

Quote Summary

Description	Amount
Trace3 Services	\$18,369.00

Total: **\$18,369.00**

Upon client signatory's execution of this Quote, he/she affirms that:

1. Client will purchase and pay Trace3 for the equipment and/or services referenced above;
2. Without a separate written agreement signed by Trace3 and client, equipment and/or services referenced above are provided solely subject to the terms of this Quote and the applicable terms and conditions located at <http://www.trace3.com/legal>
3. He/she is authorized to accept this Quote on behalf of client and has complied with all of client's business practices in making this purchase;
4. Quoted amounts exclude sales taxes, which will be charged on all U.S. shipments; and
5. Client is responsible for submitting exemption certificates for sales tax-exempt purchases.
6. Use of the equipment and/or services referenced above is subject to the applicable end-user license agreement of the manufacturer.

Bullitt County Schools

Signature: _____

Name: _____

Title: _____

Date: _____