

## Regular Board of Education Meeting

Thursday, April 24, 2025 5:00 PM

Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846

A. **PLEDGE**

B. **SILENT REFLECTION**

C. **APPROVAL OF AGENDA - With the following amendments:**

1. Additional certified and classified personnel actions for consideration, Item D.3.
2. Add Item G.1., Executive Session, Preliminary discussion relating to the acquisition of real property.

D. **CONSENT AGENDA**

1. Minutes
  - a. Minutes of the April 7, 2025, Regular Board of Education Meeting
  2. Accounts Payable totaling \$7,215,997.30, noting that all major accounts contain adequate balances to meet current obligations.
3. Personnel
  - a. Certified
  - b. Classified
4. Other
  - a. The Board of Education is asked to consider and approve updated Board of Education Policy IHF Graduation Requirements.
  - b. The Board of Education is asked to consider and approve the 2025-2026 open seat capacities for Non-Resident Enrollment

E. **NEW BUSINESS**

1. Extreme Switches (First Read)
2. Grow Well Clinic (First Read)

F. **NEXT BOARD MEETING**

G. **EXECUTIVE SESSION - After the completion of all other business, the Board of Education will adjourn to executive session for the following reason:**

1. Preliminary discussion relating to the acquisition of real property.

H. **ACCOUNTS PAYABLE REVIEW - Robin Bergkamp and John Wiese**

I. **ADJOURNMENT**



# GARDEN CITY PUBLIC SCHOOLS

\*DRAFT\* MINUTES \*DRAFT\*

Regular Board of Education Meeting Monday, April 7, 2025 - 6:00 PM

Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846

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The Board of Education of Garden City USD 457 met for a Regular meeting on Monday, April 7, 2025, at 6:00 PM in the Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846.

Board members present were Andy Fahrmeier; Jackie Gigot; John Wiese; Mark Hinde; Nathan Haeck; Randy Ralston; Robin Bergkamp. Joining board members at the conference table was Superintendent, Dr. Mike Dominguez. Also in attendance were Josh Guymon, Deputy Superintendent; Jessica Nothorn, Chief Financial Officer; and Drew Thon, Chief Human Resource Officer.

President Randy Ralston called the meeting to order at 6:00 P.M. The meeting opened with the Pledge of Allegiance.

A. **PLEDGE** – The Pledge of Allegiance was led by students from the Abe Hubert Elementary School Lighthouse Team.

B. **SILENT REFLECTION** – Thirty seconds of silent reflection was observed.

C. **MEETINGS OF NOTE**

- Board-Faculty Meeting, April 9, 2025, 7:30 A.M., at Alta Brown Elementary School. Four or more board members may be in attendance.
- Garden City Area Chamber of Commerce Annual Banquet, April 24, 2025, 6:00 P.M. at GCCC Conestoga Arena. Four or more board members may be in attendance.

D. **APPROVAL OF AGENDA with the following amendments:**

D.1. Additional certified personnel actions for approval, Item, F.3.

D.2. Add Item, K.2., Executive Session, Preliminary discussion relating to the acquisition of real property.

I move to approve the meeting agenda as amended. This motion, made by Andy Fahrmeier and seconded by Mark Hinde, Carried.

Bergkamp: Yea

Fahrmeier: Yea

Gigot: Yea

Haeck: Yea

Hinde: Yea

Ralston: Yea

Wiese: Yea

Yea: 7, Nay: 0

## **E. DELEGATIONS, Q & A, PUBLIC COMMENTS, RECOGNITIONS, COMMITTEE REPORTS**

**E.1. Recognition of the Garden City High School Girls and Boys Wrestling Teams** Matt Bayer, Athletic Director, Garden City High School, introduced Head Wrestling Coach, Paul Lappin, who recognized the Boys' and Girls' wrestling teams and their coaches. The boys were recognized as State Runners Up as well as for individual achievements. The Girls were recognized as State Champions as well as for individual achievements.

**E.2. JAG-K** Jarrod Spencer, Career Specialist at Garden City High School, and Natalie, Regional Manager for Jobs for America's Graduates – Kansas (JAG-K), introduced the JAG program and its three pillars: Basic Skills, Leadership and Development and Personal Skills. She also presented the Board with the District Report and thanked them for their support of the JAG-K program.

Board members' questions were answered.

**E.3. Building Presentation - Abe Hubert Elementary School** Karen Murrell, Principal and staff, presented the following:

- Theme – One School. One Team. One Dream.
- Who is on our team?
- Our TEAM Academic WIGS
- Data Highlights
- Little Longhorn Wall of Fame
- Rainbow Bridge Room
- Leader in Me - Student Lighthouse Team
- Leader in Me Student Portfolios

Board members' questions were answered.

**F. CONSENT AGENDA** – All consent agenda items were approved as presented.

I move to approve all consent agenda items as amended. This motion, made by Andy Fahrmeier and seconded by Nathan Haeck, Carried.

Bergkamp: Yea

Fahrmeier: Yea

Gigot: Yea

Haeck: Yea

Hinde: Yea

Ralston: Yea

Wiese: Yea

Yea: 7, Nay: 0

### **F.1. Minutes**

F.1.a. Minutes of the March 27, 2025, Regular Board of Education Meeting

F.2. **Accounts Payable** totaling \$440,025.78, noting that all major accounts contain adequate balances to meet current obligations.

F.3. **Personnel**

F.3.a. **Certified**

**Resignations:** Jessica Lofquist, Kari Miller, Kip Nichols, Jennifer Ravelo

**Appointments:** Lindsay Edwards, Vilma Huber, Daniel Humalatag, Alexis Lemons, Robert Majeski, Jacob Seyferth

**Transfers:**

- Nathaniel Bailey – from physical education position at Garden City High School to activities facilitator position at Garden City High School effective for the 2025-26 academic year.
- Maria Biernacki – from adaptive/interrelated position at Alta Brown Elementary School to communications position at Bernadine Sitts Intermediate Center effective for the 2025-26 academic year.
- Britzi Carreon – from .5 science/.5 intervention position at Florence Wilson Elementary School to science position at Florence Wilson Elementary effective for the 2025-26 academic year.
- Xing Chen – from mathematics position at Garden City High School to financial literacy position at Garden City High School effective for the 2025-26 academic year.
- Sheila Corpuz – from kindergarten position at Jennie Wilson Elementary School to science position at Jennie Wilson Elementary School effective for the 2025-26 academic year.
- Ciara Crandall – from fourth grade position at Florence Wilson Elementary School to social studies position at Garden City High School effective for the 2025-26 academic year.
- Faithe Haeck – from science position at Florence Wilson Elementary School to fourth grade position at Florence Wilson Elementary School effective for the 2025-26 academic year.
- Emily Hamlin-DeLoach – from school counselor position at Garden City High School to career and technical education facilitator position at Garden City High School effective for the 2025-26 academic year.
- Maria Nikki Martin – from kindergarten position at Gertrude Walker Elementary School to third grade position at Gertrude Walker Elementary School effective for the 2025-26 academic year.
- Tamillia Moore – from administrator intern position at the Educational Support Center to adaptive/interrelated position at Plymell Elementary School effective for the 2025-26 academic year.
- J. Charity Saddler – from school counselor position at Alta Brown Elementary School to behavior specialist position at Garden City Achieve effective for the 2025-26 academic year.
- Megan Suderman – from first grade position at Jennie Wilson Elementary School to library media specialist position at Jennie Wilson Elementary School effective for the 2025-26 academic year.

**Position Requests:**

- Close 1.0 English Language Arts position at Garden City High School
- Open 1.0 Financial Literacy position at Garden City High School
- Close 1.0 Instructional Technology Coordinator position at the Educational Support Center
- Close 1.0 District Instructional Coach position at the Educational Support Center
- Open 1.0 Special Education Project Search Skills position to be based at Garden City Community College

**Tuition Reimbursement Agreements:**

Exna Aburto – ESOL Endorsement

A'Lana Bates-Aronson – ESOL Endorsement

Carleen Bercero – ESOL Endorsement  
Cedie Caballero – ESOL Endorsement  
Ellvan Campos – ESOL Endorsement  
Claire Cartujano – ESOL Endorsement  
Sheila Corpuz – ESOL Endorsement  
Beau Guadian – ESOL Endorsement  
Fabiola Gutierrez-Mendoza – ESOL Endorsement  
Luisa Hopkins – ESOL Endorsement  
Katelyn Keiss – ESOL Endorsement  
Elisheba Natividad – ESOL Endorsement  
Japheth Quilicol – ESOL Endorsement  
Jennifer Simmons – ESOL Endorsement

Asia Briggs – ESOL Endorsement  
Brett Cady – ESOL Endorsement  
Clarie Capin – ESOL Endorsement  
Dawnie Casuga – ESOL Endorsement  
Taryn Greenlee – ESOL Endorsement  
Marina Guardiola – ESOL Endorsement  
Ma. Jerone Mae E. Higida – ESOL Endorsement  
Maricela Janas – ESOL Endorsement  
Courtney Main – ESOL Endorsement  
Sarah Orozco – ESOL Endorsement  
Josefina Saenz – ESOL Endorsement  
Viky Veyza – Master's Degree

**Supplemental Contract:**

- Dr. Roger Syng AE Vocal Music Director

**Contract Renewals for 2025-26:** See attached pages.

**Non-renewals for 2025-26:** Ryli Gottschalk, Josefina Saenz, Miriam Solorzano Aguirre, Jeremy Tomlinson, Yudith Valerio

**F.3.b. Classified**

**Retirements:** Jeanne M. Bradstreet, Dana Dodge, Janell D. Heiman

**Resignations:** Consuelo Castro, Norma E. Manguia, Reina Tejada Santos

**Assignments:** Dina Carbajal, Maria G. Chairez, Kelvin Fuentes

**Transfers:**

- Melissa Arroyo from Sub Bus Driver: Transportation to Bus Driver-8hr: Transportation
- Leticia Tellez-Esquivel Lopez Leon from Paraprofessional I: Horace Good Middle School to Special Education Paraprofessional I: Garden City High School
- Maribel Sotelo from Small Fleet Driver: Transportation to Bus Driver: Transportation

## G. BOARD REPORTS

### G.1. Press Box Update for Horace Good Middle School and Kenneth Henderson Middle School

Brandon Anderson, Director of Plant Facilities, presented information on possible upgrades at Horace Good Middle School and Kenneth Henderson Middle School press box, scoreboard and sound rearrangements. Discussion included the potential cost of the project and benefits of the upgrades.

Board members' questions were answered.

### G.2. High School Athletic Area Landscaping

Brandon Anderson, Director of Plant Facilities, presented information on the Garden City High School Athletic Complex landscape, drainage and aesthetics. Discussion included erosion concerns and water runoff.

Board members' questions were answered.

### G.3. Honeywell Energy Savings Project

Brandon Anderson, Director of Plant Facilities, introduced representatives from Honeywell who presented an update on the Honeywell Energy Savings Project from the 2023-2024 lighting upgrade and sister schools VRF Systems. They presented the following:

- Background of the project
- Building Model Report
- Projected Numbers
- What is next?

Board members' questions were answered.

#### **G.4. Long Range Facilities Report**

Brandon Anderson, Director of Plant Facilities, presented the following:

- Introduction
- Setting Long Range Facilities Priorities
- Long Range Plan - 20-year Projections
- Individual Building Assessments
- FY 2024 Completed Projects
- FY 2025 Current Projects
- FY 23 Energy Savings Contract Project Updates
- FY 2026 Planned Projects
- Input from Principals
- FMX

Board members' questions were answered.

Robin Bergkamp left the meeting room at 7:53 P.M. and returned at 7:55 P.M.

#### **G.5. Finance Update**

Jessica Nothern, Chief Financial Officer, presented the following:

- Investments & Interest
- Challenges
- Potential High Dollar Expenses
- Looking Forward
- Grow Well
- Ongoing Expenses

Randy Ralston left the meeting room at 7:57 P.M. and returned at 7:59 P.M.

Board members' questions were answered.

#### **H. NEW BUSINESS**

**H.1. The Board of Education approved the following Curriculum Council Items:**

H.1.a. The addition of a new course, Advanced Animal and Veterinary Science, as a year-long elective course comprising two .50-credit elective courses.

Josh Guymon, Deputy Superintendent, presented the course information. Board members' questions were answered.

I move to approve the Advanced Animal and Veterinary Science elective course as presented. This motion, made by Nathan Haeck and seconded by Mark Hinde, Carried.

Bergkamp: Yea  
Fahrmeier: Yea  
Gigot: Yea  
Haeck: Yea  
Hinde: Yea  
Ralston: Yea  
Wiese: Yea  
Yea: 7, Nay: 0

**H.2. The Board of Education is asked to consider and approve updated Board of Education Policy IHF Graduation Requirements.**

Josh Guymon, Deputy Superintendent, presented the revised policy. Steve Nordby, principal at Garden City High School was present to answer questions. Board members' questions were answered. This item will be placed on the consent agenda at the next meeting.

Mark Hinde left the meeting room at 8:49 P.M. and returned at 8:51 P.M.

**I. BOARD OPEN DISCUSSION**

- **Jackie Gigot** thanked everyone for their presentations.
- **Andy Fahrmeier** stated that there was a lot of helpful data presented and thanked the administrative team. He also stated that it was great to have kids from Abe Hubert Elementary and that he appreciated their presentation.
- **Randy Ralston** congratulated the Boys and Girls wrestling teams and stated that their accomplishments were amazing and definitely worth recognizing. He stated that he appreciated the JAG presentation and learning more about the program. He stated that the Abe Hubert Elementary School presentation was great. He also stated that he appreciated the Long Range Facilities and Financial updates.
- **Robin Bergkamp** stated that she enjoyed and appreciated the presentations and that she hopes the public watching online appreciate them as well as the Board being open transparent with all of the information.
- **Nathan Haeck** agreed with previous comments and stated that he enjoyed learning about the JAG program and enjoyed the Abe Hubert Elementary School presentation. He also recognized the Robotics program for participating in and hosting the state competition. He also stated that there are a lot of good things going on and that he is excited about the future.

- **Mark Hinde** stated that he enjoyed the school presentations. He congratulated the wrestling teams and thanked administrators for their presentations.
- **John Wiese** congratulated the wrestling teams and the program on their continued success. He stated he would like to know more about the energy savings program and about how the savings are calculated. He also stated he enjoyed the presentations and thanked everyone for their hard work.
- **Dr. Dominguez** stated that he appreciated the comments from the Board. He stated that the Reverse Job Fair takes place later this week and encouraged attendance. He also recognized several programs across the district.

**J. NEXT BOARD MEETING** - The next meeting of the Board of Education will take place on April 24, 2025, at 5:00 P.M. in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.

**K. EXECUTIVE SESSION** - After the completion of all other business, the Board of Education will adjourn to executive session for the following reason:

**K.1. Matters relating to employer-employee negotiations, whether or not in consultation with the representative or representatives of the body or agency.**

Mr. President, I move we go into executive session for 15 minutes, to discuss negotiations for the 2025-26 school year pursuant to the exception for employer-employee negotiations under KOMA, beginning at 9:05 P.M. and the open meeting will resume in the Board Meeting Room at 9:20 P.M. I would like to invite Dr. Dominguez, Josh Guymon, Drew Thon and Jessica Nothern to join us in executive session. This motion, made by Andy Fahrmeier and seconded by Mark Hinde, Carried.

Bergkamp: Yea  
 Fahrmeier: Yea  
 Gigot: Yea  
 Haeck: Yea  
 Hinde: Yea  
 Ralston: Yea  
 Wiese: Yea  
 Yea: 7, Nay: 0

The open meeting resumed in the meeting room at 9:20 P.M.

**K.2. Personnel matters for non-elected personnel.**

Mr. President, I move we go into executive session for 5 minutes, to discuss a personnel matter pursuant to non-elected personnel exception under KOMA, to protect an individual employee's privacy, beginning at 9:20 P.M. and the open meeting will resume in the Board Meeting Room at 9:25 P.M. I would like to invite Dr. Dominguez, Drew Thon, and Jessica Nothern to join us in executive session.

The open meeting resumed in the meeting room at 9:25 P.M. and the following action took place.

I move that the Board of Education adopt the Activity/School Bus Medical Wavier Resolution for Donnie Kirk expiring fourteen months from today's date. This motion, made by Andy Fahrmeier and seconded by Mark Hinde, Carried.

Bergkamp: Yea  
Fahrmeier: Yea  
Gigot: Yea  
Haeck: Yea  
Hinde: Yea  
Ralston: Yea  
Wiese: Yea  
Yea: 7, Nay: 0

**K.3. Preliminary discussion relating to the acquisition of real property.**

I move that the Board of Education go into executive session for 15 minutes for the purpose of having preliminary discussions about the acquisition of real property in order to protect the district's financial interest and bargaining position, beginning at 9:30 P.M. and that the Board of Education reconvene into open session at 9:45 P.M. in the Board Meeting Room. I would like to invite Dr. Dominguez, Josh Guymon, Drew Thon and Jessica Nothern to join us in executive session. This motion, made by Andy Fahrmeier and seconded by Jackie Gigot, Carried.

Bergkamp: Yea  
Fahrmeier: Yea  
Gigot: Yea  
Haeck: Yea  
Hinde: Yea  
Ralston: Yea  
Wiese: Yea  
Yea: 7, Nay: 0

The open meeting resumed in the meeting room at 9:45 P.M.

**K.4. Personnel matters for non-elected personnel.**

Mr. President, I move we go into executive session for 10 minutes, to discuss a personnel matter pursuant to non-elected personnel exception under KOMA, to protect an individual employee's privacy, beginning at 9:48 P.M. and the open meeting will resume in the Board Meeting Room at 9:58P.M. I would like to invite Dr. Dominguez, Josh Guymon, Drew Thon and to join us in executive session. This motion, made by Andy Fahrmeier and seconded by Nathan Haeck, Carried.

Bergkamp: Yea  
Fahrmeier: Yea

Gigot: Yea  
Haeck: Yea  
Hinde: Yea  
Ralston: Yea  
Wiese: Yea  
Yea: 7, Nay: 0

The open meeting resumed in the meeting room at 9:58 P.M.

**L. ACCOUNTS PAYABLE REVIEW - Robin Bergkamp and John Wiese**

**M. ADJOURNMENT** – There being no further business to come before the board, the following action was taken.

That the Board of Education meeting be adjourned at 10:00 P.M. This motion, made by Robin Bergkamp and seconded by John Wiese, Carried.

Bergkamp: Yea  
Fahrmeier: Yea  
Gigot: Yea  
Haeck: Yea  
Hinde: Yea  
Ralston: Yea  
Wiese: Yea  
Yea: 7, Nay: 0

Respectfully submitted,

Approved:

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Jennifer Ramos, Clerk

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Randy Ralston, President

## BOARD OF EDUCATION

**CONTRACT RECOMMENDATIONS:**

The following certified staff are recommended for renewal of contract for the 2025-26 academic year:

Annjela Abbey	Kayleigh Beard	Clarie Ann Capin
Radney Jay Abing	James Beard	Perla Carrasco
Exna Aburto	Roni Beaver	Britzi Carreon
Sidney Acker	Teri Beaver	Mary Carrillo
Alexa Aldaco	Kambra Becker	Ana Carrillo
Becky Alexander	Tasha Beckstrom	Claire Cartujano
Roque Alferez	Kyra Bellows	Antonia Casados
Jessica Algrim	Rebekah Bencomo	Ana Castaneda Bautista
Dustin Algrim	Lauren Bendert	Cecilia Castro-Barbosa
Jillian Algrim	Carleen Bercero	Norma Castro-Barbosa
Derek Algrim	Heidi Berg	Dawnie Casuga
Carla Algrim	William Bernhardt-Purdy	Marisol Chavarria
Lance Allred	Logan Bevis	Xing Chen
Sylvia Alvarado	Tylee Biera	Michelle Christensen
Sarai Alvarez	Maria Biernacki	Honey Coash
Miguel Alvarez	Janae Biernacki	Vanessa Contreras
Alyson Amos	Addyson Bjurstrom	Danica Contreras
Jose Anaya Alarcon	Jenny Bjurstrom	Eli Copeland
Amy Anderson	Megan Blake	Sheila Corpuz
Angela Anderson	LaRae Boaldin	Michael Corpuz
Anna Lorraine Ansit	Mary Grace Bobares	Megan Crain
Brichie Aquino	Johnanna Borden	Ciara Crandall
Valeria Arambula Rascon	Markita Bowden	Shirley Creeden
Emily Arellano	David Brager	Natalie Crook
Mary Rose Arenga	Aimee Brandt	Dema Cruz
Jennifer Armstrong	Asia Briggs	Mark Shera Cruz
Amy Arteaga	Buffi Brimm	Lavina Cudog
Stephanie Arteaga	Jana Brown	Heidi Cundiff
Teresa Arvizu	Sara Brown	Kimberly Currin
Ruby Aseniero	Megan Brungardt	Hannah Curtis
Madison Ayala	Alysan Buehler	Ludmilla Dabajo
Joseph Bach	Rebecca Burnfin	Ronald Daquipil
Sarah Jane Baguio	James Burnfin	David Darter
Trista Bailey	Kristopher Bussen	Kaylene Daugaard
Nathaniel Bailey	Cedie Caballero	Vanessa Davis
Paula Baker	Lisa Cady	Linda Davis
Yurhico Balagbis	Brett Cady	Matt Judson De La Cruz
Melissa Barrett	Amy Calderon	Amber Dechant
Alyssa Basilio	Katrina Calvin	Carrie Decius
Alana Bates-Aronson	Joyce Jane Campana	Dolores Dela Cruz
Brooke Bayer	Ellvan Campos	Desiree Delehant

Mary DeLeon	Tyrone Gil	Brian Hill
Dan Delgado	Darlene Gillan	Kylee Hipp
Breann Dennis	Scott Glass	Ericka Hoff
Angela Denton	Marissa Gonzales	Carady Holguin
Traci DeSalvo	Asa Gottsponer	Blair Holliday
Rajneesh Devgan	Sandra Goytia	Dustin Hopkins
Rosa Diaz	Dawn Graham	Luisa Hopkins
Aubrie Diehl	Alyssa Greenlee	Bethany Howard
Brian Dinkel	Taryn Greenlee	Divina Humalatag
Marsha Dixon	Amy Griffin	Ashley Hurd
Annette Doll	Beau Guadian	Laura Ibarra Arreguin
Angela Donovan	Marina Guardiola	Leslie Irang
Ember Dortch	Katie Gude	Darla Jackson
Grace Dougherty	Suzanne Gum	Maricela Janas
Megan Doull	Fabiola Gutierrez	Kelley Jenkins
Seth Drees	Mendoza	Nicole Jeter
Sarah Drubinskiy	Mary Guymon	Amanda Johnson
Karen Dubois	Faithe Haeck	Rupa Johnson
Chris Duncan	Amber Haggard	Dana Johnson
Jeffrey Dunlap	Melissa Hahn	Mellaina Johnson
Dale Dvorak	Kaitlin Hahn	Jana Johnson
Jay Edwards	Kathryn Hahn	Gene Juno
Isabel Elchuck	Bryne Hamlin	Biju Ramanathan Kalarikkal
Libby Elliot	Emily Hamlin DeLoach	Raghi Kalarikkal
Diane Elliott	Brandon Hammond	Satvinder Kalley
Maria Erives	Stephanie Hammond	Zachary Karlin
Ana Espino	Travis Hammond	Katelyn Keiss
Shayne Esquillo	Brenda Harder	Tyler Keiss
Jessica Falor	Kelly Harman	Kayla Kendrick
Sydney Faulconer	Linda Harmon	Jan Kennedy
Catherine Fick	Amy Harris	Jana Kennemer
Kimberly Fisher	Cheryl Harris	James Kent
Brandon Fisher	Barbara Hauschild	Shelby Ketterling
Nicole Fitzsimmons	Molly Hayes	Rebecca Kilgore
Megan Ford	Skylar Hayes	Kelly Kinyon
Savannah Foster	Traci Heiman	Kaylee Kipp
Kimberly Freeland	Sheena Hemmert	Rebecka Kirk
Nicole Fuchs	Kayla Henningsen	Lucy Kitch
Romyr Gabon	Trevor Henningsen	Danica Kitch
Allan Garcia	Melissa Hensley	Katie Knechtel-Steinle
Olivia Garcia	Marisela Hernandez	Heather Kneeland
Daniella Garcia	Elida Hernandez	Lana Knoll
Monica Gardiner	Samantha Hernandez	Rocio Koehn
Sarah Gere	Alberto Hernandez-	Angela Koehn
Amber Gerstberger	Martinez	Natalie Konrade
Glenda Gibson	Ma Jerone Higida	Danielle Kott
	Reagan Hill	

Kimberly Kreutzer	Madelyn Martinez-Blackwell	Kathryn Ochampaugh
Hallie Kristalyn	Crystal Martinez-Rojo	Alexander Olinger
Kyler Lamb	Jill Mayfield	Stacy Oller
Jerica Lamm	Elaine Mayfield	Kathryn Oman
Paul Lappin	Ramona McCallum	Angela Onida
Tonya Lappin	Heather McColloch	Sarah Orozco
Dora Leon	Beh Meh	Cecilia Ortega
Tessa Leonard	Aleecya Meinert	Anthony Ortiz
Paige Leroux	Tracy Meinzer	Laura Ortiz
Christi Lewis	Nema Mendoza	Judith Ortiz
Christopher Ligan	Jennifer Meng	Sahyra Ortiz
Lhenie Belle Limpoco	Tyler Meng	Leginia Ortiz
Krista Linenberger	Erica Meng-Garcia	Laura Pahls
Kevin Linenberger	Mershawn Mesa	Carrie Pak
Joy Lingenfelter	Micha Meyer	Anita Palmer
Kay Linville	Elizabeth Meyer	Karla Pammenter
Torie Livermore	Veronica Meza	Tatum Parker
Marday Rose Logro	Kathryn Mikkelson	Ryan Partin
Kristyn Lollar	Summer Miller	Jasper Partin
Karan Long	Amanda Miner	Ashley Partin
Shirley Lopez	Lucas Moll	Kimberly Partin
Alexander Lopez	Sofia Montoya Ortiz	Patricia Peitz Carroll
Ammi Lopez Rodriguez	Lexie Moore	Gilbert Perea
Juana Loya	Mitchell Moore	Mitchelle Perez
Mary Rose Lumacang	Jordyn Moore	Kevin Perez
Steven Lynch	Katrina Moquett	Holli Perez
Lorena Madera	Andrea Moreno	Jesyka Perez-Cabrera
Alberto Madilo	Mary Morton	Keri Petersen
Stella Madilo	Carrie Moser	Sompathana
Courtney Main	Heather Mouse	Phitsanoukanh
Elisabeth Maldonado	Juliana Munoz	Kellie Pitts
Elsa Manalo	Wendy Murray	Rebecca Plude
Juvy Mangulabnan	Donald Murrell	Gregory Plude
Kellie Mann	Kelly Myatt	Clay Porterfield
Elizabeth Marchant	Jeffery Myerhoff	Andrew Potts
Cara Marquez	Cassandra Myerhoff	Linda Powell
Cynthia Marsh	Elisheba Natividad	Ashley Powers
Maria Nikki Martin	Josue Negron	Carlos Prieto
Maria Martinez	Darci Nelson	Romela Pulido
Ana Martinez	Brian Nelson	Sharon Purdy
Cynthia Martinez	Michelle Newsome	Japheth Quilicol
Abigail Martinez	Elizabeth Nedomys	Maria Quintanar
Brenda Martinez	Kristi Nordby	Michael Radke
Beatriz Martinez	Jenna Nunez	Wisley Rait
Laura Martinez	Kevin Ochampaugh	Alicia Ramirez
		Michelle Ramirez

Wilfredo Ramirez Jr	Angelica Selvas	Julia Thornburg
Rosalba Ramos	Katelyn Shoffner	Russell Tidwell
Marites Rapas	Sarah Shrimplin	Anabel Tonche
Belinda Rascon	Breckan Shrimplin	Lindsey Torres
Pearl Rasette	Jennifer Simmons	Lisa Turner
Aaron Rasette	Cheston Skinner	Katrina Unger
Miriam Ravichagua	Brooklen Skipton	Kerry Unruh
Varillas	Randall Sleep	Amy Vainerere
Paige Reich	Eric Smith	Isidro Valerio
Emma Reif	Lori Smith	Juliana Valles
Nicah Requilme	Shane Smith	Mark Van Savage
Veronica Reyes	George Smith	Alicia VanEgmond
Sindy Reyes	Norman Smithson	Jodi Vargas
Arely Rico	Andrea Sobba	Rocio Vega
Traci Ridder	Anne Solis	Eric Velander
Manuel Rios	Maria Solis	Lupe Vera
Klelia Rivas	Caitlin Sotelo	Viky Veyza
RoseMarie Rizon	Lupita Sotelo-Serrano	Juan Vicente-Ramos
Jackie Robinson	Rhonda Soto	Amber Vigil
Rene Rodriguez	Michelle Spangler	Maricela Villa
Rosa Rodriguez-Garcia	Cayla Steinert	Kelly Vital
Angelica Romero	Donna Stephens	Jose Vital Caro
Joseph Napoleon Rosas	Andrea Stevenson	Tessa Wadel
Rica Rosas	Ariel Stoppkotte	Jacob Waller
Haley Rotenberger	Kristie Strecker	Laura Walsh
Grecia Rubio	Sydney Strickert	Candace Waltz
Concepcion Ruiz	Sarah Stucky	Barbara Walz
Celeste Rundell-Biernacki	Stacy Stucky	Hillary Watson
Garrett Runnion	Megan Suderman	Tammi Weaver
Jenefer Sabido	Stephanie Sullivan	Skyla Wehkamp
Jessica Saddler	Luke Swedberg	Michelle Wells-Woods
Maribel Sanchez	Deo Talao	Brent Wheaton
Jennifer Sanders	Wendi Terpstra	Christina Whitley
Sara Sanders	Sandra Terrazas	Stephanie Wick
Maria Santos	Brenda Terrazas-Leyva	Nancy Wilson
Joshua Sauer	Andrew Thiesen	Alyssa Windle
Katherine Saul	Kayla Thomas	Sarah Wise
Chelsea Scheffer	Mechele Thompson	Theresia Woods
Chelsea Scheib	Kelsey Thompson	Tara York
Jamie Schnaithman	Madison Thompson	Kristina Younkman
Jane Schneider	Michelle Thompson	Abbie Zimmerman
Mitchell Schneider	Kristen Thon	
Lisa Schwartz		

BOARD OF EDUCATION  
**Certified Personnel Actions**  
April 24, 2025

**RESIGNATIONS:**

Jessica Algrim, fourth grade teacher at Florence Wilson Elementary School, is submitting her letter of resignation effective May 23, 2025.

Lynnlea Anderson, read 180 teacher at Charles Stones Intermediate Center, is submitting her letter of resignation effective May 23, 2025.

Natalie Crook, adaptive/interrelated teacher at Florence Wilson Elementary School, is submitting her letter of resignation effective May 23, 2025.

Brian Hill, physical education teacher at Garden City High School, is submitting his letter of resignation effective May 23, 2025.

Dana Johnson, English language arts teacher at Garden City High School, is submitting her letter of resignation effective May 23, 2025.

Cynthia Martinez, fourth grade teacher at Florence Wilson Elementary School, is submitting her letter of resignation effective May 23, 2025.

**APPOINTMENTS:**

Relynn Casanova, Tampa, Florida, is recommended for an elementary position at building to be determined effective for the 2025-26 academic year. He has six years' experience.

Karri Robles, Garden City, Kansas, is recommended for a school nurse position at Bernadine Sitts Intermediate Center effective for the 2025-26 academic year. She has eight years' experience.

Dr. Roger Syng, Garden City, Kansas, is recommended for a vocal music position at Abe Hubert Elementary School effective for the 2025-26 academic year. He is a KPERS retiree and former USD 457 employee with 27 years' experience.

**TRANSFERS:**

Vanessa Contreras – from third grade position at Florence Wilson Elementary School to fourth grade position at Florence Wilson Elementary School effective for the 2025-26 academic year.

Ronald Daquipil – from fourth grade position at Alta Brown Elementary School to fourth grade position at Gertrude Walker Elementary School effective for the 2025-26 academic year.

Sarah Drubinskiy – from adaptive/interrelated position at Charles Stones Intermediate Center to project search instructor position at the Educational Support Center effective for the 2025-26 academic year.

Libby Elliot – from speech language therapist position at Garfield Early Childhood Center to special education elementary coordinator position at the Educational Support Center effective for the 2025-26 academic year.

Daniella Garcia – from kindergarten position at Alta Brown Elementary School to kindergarten position at Jennie Wilson Elementary School effective for the 2025-26 academic year.

Tyrone Gil – from adaptive/interrelated position at Garden City High School to adaptive/interrelated position at Jennie Wilson Elementary School effective for the 2025-26 academic year.

Alyssa Greenlee – from school social worker position at Abe Hubert Elementary School to school counselor position at Alta Brown Elementary School effective for the 2025-26 academic year.

Marina Guardiola – from first grade position at Buffalo Jones Elementary School to fourth grade position at Buffalo Jones Elementary School effective for the 2025-26 academic year.

Lucy Kitch – from first grade position at Florence Wilson Elementary School to fourth grade position at Florence Wilson Elementary School effective for the 2025-26 academic year.

Steven Lynch – from physical education position at Gertrude Walker Elementary School/Plymell Elementary School to physical education position at Bernadine Sitts Intermediate Center effective for the 2025-26 academic year.

Brenda Martinez – from second grade position at Florence Wilson Elementary School to third grade position at Florence Wilson Elementary School effective for the 2025-26 academic year.

Laura Martinez – from first grade position at Florence Wilson Elementary School to second grade position at Florence Wilson Elementary School effective for the 2025-26 academic year.

Rosalba Ramos – from second grade position at Florence Wilson Elementary School to adaptive/interrelated position at Florence Wilson Elementary School effective for the 2025-26 academic year.

Kristen Thon – from 1.0 school psychologist position at the Educational Support Center to .6 school psychologist position at the Educational Support Center effective for the 2025-26 academic year.

#### **CONTRACT RECOMMENDATION:**

Requesting that the recommendation on April 7, 2025 for Yudith Valerio be changed from non-renewal to renewal. She has completed requirements for Kansas teaching license.

Adoption of final resolution to non-renew contract:

Ryli Gottschalk  
Josefina Saenz  
Miriam Solorzano Aguirre  
Jeremy Tomlinson

#### **POSITION REQUESTS:**

Drew Thon, chief human resources officer, is requesting the following position changes for the 2025-26 school year:

- Close 1.0 kindergarten position at Gertrude Walker Elementary School
- Close 1.0 kindergarten position at Florence Wilson Elementary School
- Close 1.0 first grade position at Florence Wilson Elementary School
- Close 1.0 instructional coaching position at Victor Ornelas Elementary School
- Close 1.0 first grade position at Victor Ornelas Elementary School
- Close 1.0 second grade position at Victor Ornelas Elementary School
- Close 1.0 mathematics position at Horace Good Middle School
- Close 1.0 social studies position at Horace Good Middle School
- Close 1.0 instrumental band position at Horace Good Middle School
- Close .25 building administrator / .75 virtual instructor position at Garden City Virtual Academy
- Open 1.0 kindergarten position at Abe Hubert Elementary School
- Open 1.0 kindergarten position at Georgia Matthews Elementary School
- Open 1.0 first grade position at Georgia Matthews Elementary School
- Open 1.0 technology lab position at Garden City High School

- Open 1.0 in-school-suspension position at Garden City High School
- Open 1.0 teacher position at Garden City Virtual Academy
- Open 1.0 second grade position at Florence Wilson Elementary School

Gina Galpin, director of special education, is requesting the following position change for the 2025-26 school year:

- Close 1.0 adaptive/interrelated position at Victor Ornelas Elementary School
- Open 1.0 adaptive/interrelated RISE position at Gertrude Walker Elementary School

BOARD OF EDUCATION

**Addendum to Certified Personnel Actions**

April 24, 2025

**RESIGNATION:**

Paige Leroux, first grade teacher at Buffalo Jones Elementary School, is submitting her letter of resignation effective May 23, 2025.

**APPOINTMENTS:**

Jacqueline Acosta-Piedra, Garden City, Kansas, is recommended for a second-grade position at Florence Wilson Elementary School effective for the 2025-26 academic year. She is a first-year teacher.

Sydney Hess, Garden City Kansas, is recommended for a school counselor position at Gertrude Walker Elementary School effective for the 2025-26 academic year. She is first year school counselor.

Sara Shill, Overland Park, Kansas, is recommended for a kindergarten position at Edith Scheuerman Elementary School effective for the 2025-26 academic year. She will be a T2T participant through Fort Hays State University.

David Snodgrass, Dodge City, Kansas, is recommended for a physical education position at Garden City High School effective for the 2025-26 academic year. He has eighteen years' experience.

Kelley Snodgrass, Dodge City, Kansas, is recommended for a mathematics position at Garden City High School effective for the 2025-26 academic year. She is also recommended for the head coach girls' basketball position at Garden City High School. She had nineteen years' experience.

**TUITION REIMBURSEMENT AGREEMENTS:**

Matt De La Cruz – Special Education Degree  
Christopher Ligan – Special Education Degree

**POSITION REQUESTS:**

Gina Galpin, director of special education, is requesting the following position changes for the 2025-26 school year:

- Close 0.5 adaptive/interrelated position at Abe Hubert Elementary School.
- Open 0.5 adaptive/interrelated position at Georgia Matthews Elementary School to combine with current 0.5 adaptive/interrelated position at Georgia Matthews Elementary School.
- Close 1.0 adaptive/interrelated position at Charles Stones Intermediate Center
- Open 0.5 adaptive/interrelated position at Buffalo Jones Elementary School to combine with current 0.5 adaptive/interrelated position at Buffalo Jones Elementary School.
- Open 0.5 adaptive/interrelated position at Jennie Wilson Elementary School to combine with current 0.5 adaptive/interrelated position at Jennie Wilson Elementary School.
- Close 1.0 adaptive/interrelated position at Horace Good Middle School.
- Open 1.0 adaptive/interrelated positions at Kenneth Henderson Middle School

**BOARD OF EDUCATION**  
**Classified Personnel Actions**

April 24<sup>th</sup>, 2025

<b>RETIREMENTS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Karen A. Percival	Administrative Specialist II: Business Office	Educational Support Center	5/30/25

<b>TERMINATIONS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Alberto D. Hernandez	Technology I	Georgia Matthews Elementary School	4/7/25
Jose J. Herrera	Bus Driver	Transportation	3/27/25

<b>RESIGNATIONS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Keylyn Fonseca Cano	Special Education Paraprofessional II	Kenneth Henderson Middle School	4/9/25
Arianna A. Garcia	Special Education Paraprofessional I	Garfield Early Childhood Center	4/28/25

<b>ASSIGNMENTS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Maite A. Cruz Rosario	Special Education Paraprofessional II	Victor Ornelas Elementary School	4/7/25
Kelvin Fuentes Cabrera	Mechanic	Transportation	4/3/25
Maria C. Terrazas	Sub-Nutrition Assistant	Horace Good Middle School	4/10/25
Miguel A. Zamarripa	Bus Driver	Transportation	4/8/25

<b>TRANSFERS</b>	<b>FROM</b>	<b>TO</b>	<b>DATE</b>
Kady M. Barron	Special Education Paraprofessional I: Georgia Matthews Elementary School	Special Education Paraprofessional II: Georgia Matthews Elementary School	8/9/24
Leonard Lopez	Special Education Paraprofessional I: Garden City High School	Special Education Paraprofessional II: Garden City High School	4/1/25
Raul A. Quezada	Sub Custodian: Plant Facilities	Custodian I: Florence Wilson Elementary School and Charles O. Stones Intermediate Center	4/9/25

**BOARD OF EDUCATION**  
**Classified Personnel Actions Addendum**

April 24<sup>th</sup>, 2025

<b>RETIREMENTS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Christina Knoll	Nutrition Assistant I	Alta Brown Elementary School	5/22/25
Kerri Sperry	Nutrition Assistant III	Alta Brown Elementary School	8/22/25

<b>TERMINATIONS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Ginger Sandell	Special Education Paraprofessional II	Alta Brown Elementary School	4/22/25

<b>RESIGNATIONS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Ayanna J. Guebara	Special Education Paraprofessional II	Garden City Achieve/Therapeutic Education Program	4/28/25

<b>ASSIGNMENTS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Maria Avila	Substitute Nutrition I	Educational Support Center	4/28/25
Catalina Gardea	Substitute Nutrition I	Educational Support Center	4/28/25
Vicente Gonzales Rivera	Grounds I	Plant Facilities	4/28/25

<b>TRANSFERS</b>	<b>FROM</b>	<b>TO</b>	<b>DATE</b>
Ana Tena-Avalos	Deputy Board Clerk: Educational Support Center	Psychology Paraprofessional: Educational Support Center	8/4/25

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Josh Guymon, Assistant Superintendent  
**DATE:** 04/07/2025  
**RE:** BOE Policy IHF Graduation Requirements

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### **ISSUE:**

The Board of Education is asked to consider and approve updated BOE Policy IHF. This will be a first read and it will return for approval on the consent agenda on 04/21/2025.

### **BACKGROUND:**

This policy was originally last reviewed on 07/22/2024. With the additional dual credits offered along with the option of zero hour and eighth hour we are seeing a significant increase in the number of students graduating after three years. We would like to require all GCHS graduates attend a minimum of seven semesters before they are eligible for graduation. We have also recommended some changes in the policy to match the current practices at both GCHS and GC Achieve.

### **ALTERNATIVES:**

1. Approve the policy update
2. Deny and continue with the current policy

### **RECOMMENDATION:**

Approve the policy update

### **FISCAL NOTE:**

Not applicable

### **ATTACHMENTS:**

Policy IHF Graduation Requirements

**Graduation Requirements**

**IHF**

The board may adopt graduation requirements beyond the minimums set forth by the State Board of Education.

Garden City High School students in the senior class of 2023-2027 shall meet the following qualifications for graduation:

A. A student must earn a minimum of 24 credits in grades 9-12 to graduate from Garden City High School or a total of 21 credits to graduate from Garden City Achieve and the Garden City Virtual Academy.

B. During the senior year, a student may concurrently be enrolled in higher education courses while maintaining courses at Garden City High School or Garden City Achieve. Students may enroll in Dual credit courses earlier with approval of building administration.

C. Subject requirements for students in the senior class of 2023-2027 ~~and thereafter,~~ are:

<u>Subject Area</u>	<u>Number of credits</u>
English.....	3 1/2
Oral Communication .....	1
Math .....	3
Science .....	3
Social Studies .....	3
Fine Arts.....	1
Computer Technology.....	1/2
Health/P.E. ....	1
General Electives.....	8
 TOTAL.....	 24

D. The Garden City Virtual Academy and Garden City Achieve require the following graduation requirements:

<u>Subject Area</u>	<u>Number of credits</u>
Language Arts.....	4
Social Studies .....	3

Math .....	3
<b>Graduation Requirements</b>	
Science .....	3
Physical Education .....	1
Fine Arts.....	1
General Electives.....	6
TOTAL.....	21

**IHF-2**

Exceptions may be granted by the board to waive local graduation requirements that are in excess of the state minimum requirements for students on a case-by-case basis.

Garden City High School students in the senior class of 2028 and thereafter shall meet the following qualifications for graduation:

A. A student must earn a minimum of 24 credits in grades 9-12 to graduate from Garden City High School or a total of 21 credits to graduate from Garden City Achieve and the Garden City Virtual Academy.

B. During the senior year, a student may concurrently be enrolled in higher education courses while maintaining courses at Garden City High School or Garden City Achieve. Students may enroll in Dual credit courses earlier with approval of building administration.

C. Subject requirements for students in the senior class of 2028 and thereafter, are:

<b>Subject Area</b>	<b>Number of credits</b>
English.....	3 1/2
Oral Communication .....	1
Math .....	3
Science .....	3
Social Studies .....	3
Fine Arts.....	1
Computer Technology.....	1/2
Health/P.E. ....	1
STEM.....	1
Financial Literacy.....	1/2
General Electives.....	6 1/2

TOTAL..... 24

**Graduation Requirements**

**IHF-3**

In addition to the subject requirements listed above, all students must earn 2 Postsecondary Assets defined by the Kansas State Board of Education

D. The Garden City Virtual Academy and Garden City Achieve require the following graduation requirements:

<b>Subject Area</b>	<b>Number of credits</b>
Language Arts.....	<u>3.5</u> 4
<u>Oral Communication.....</u>	<u>1/2</u>
Social Studies .....	3
Math .....	3
Science .....	3
Physical Education .....	1
Fine Arts.....	1
STEM.....	1
Financial Literacy.....	1/2
General Electives.....	4 1/2
 TOTAL.....	 21

In addition to the subject requirements listed above, all students must earn 2 Postsecondary Assets defined by the Kansas State Board of Education

Exceptions may be granted by the board to waive local graduation requirements that are in excess of the state minimum requirements for students on a case-by-case basis.

The board shall award a student a diploma if the student is at least 17 years old; is enrolled or resides in the district; was in custody of the Secretary of the Kansas Department of Corrections (KDOC), the Secretary for Department of Children and Families (DCF), or a federally recognized Indian tribe in this state at any time on or after the student’s 14<sup>th</sup> birthday; and has achieved at least the minimum high school graduation requirements adopted by the state board of education.

The Garden City Virtual Academy meets the state graduation requirement of 21 credits and is an option for 18-year-old adults after their graduating class has held commencement. Also, all Garden City Virtual Academy graduates will be required to pass at least one course from the Garden City Virtual Academy before a diploma is issued. The benefit of allowing the Garden

### **Graduation Requirements**

**IHF-4**

City Virtual Academy to follow a 21-graduation credit requirement is to encourage the “adult” learner to receive a diploma to better their future and become more marketable in the workforce.

Garden City Achieve also meets the state graduation requirement of 21 credits through coursework conforming to the district standards and curriculum. Any student transferring to the Garden City Achieve will have to pass a minimum of ~~one half~~ one credit or one course of coursework while enrolled at Garden City Achieve before a diploma is issued. The benefit of attending Garden City Achieve is to allow students to pursue their desire for a diploma in a differentiated, smaller school environment sooner than the traditional high school program to enable them to pursue their next goals in life.

#### Program

Garden City High School shall award a high school diploma to all students who satisfactorily complete the requirements for graduation as set forth above. All exceptional students (special education) are eligible for graduation from high school upon completion of State Board requirements as specified in K.A.R. 91-31-21, and shall receive the same graduation recognition and diploma as a non-disabled student. Students will not be allowed to participate in commencement exercises unless all graduation requirements have been met. The diploma earned by Garden City Virtual Academy and Garden City Achieve graduates may be differentiated in name but represent the same high standards for student learning.

#### Early Graduation

The student must satisfactorily complete all state and local graduation requirements of subjects and credit units (or their accepted equivalents) in order to graduate early.

The administrator will accept modification of the four-year attendance requirement for high school graduation to permit students to leave high school in less than four years, provided they meet the following conditions.

A. Completion of ~~seven~~ six semesters of appropriate units of credit required for Garden City High School or six semester of appropriate units of credit required for Garden City Achieve graduation, as described above.

B. Parent(s)/guardian(s) have met in advance with school officials and agree in writing to the early graduation procedure.

Adopted: 2/17/92

Revised: 7/21/97; 5/6/02; 7/12/04; 1/17/05; 9/27/10; 11/12/12; 2/1/16; 11/6/23

Reviewed: 7/22/24

**TO:** Board of Education

**THRU:** Dr. Mike Dominguez, Superintendent

**FROM:** Drew Thon, HR Director

**DATE:** April 10, 2025

**RE:** Recommendation for Approval of 2025-2026 Open Seat Capacities for Non-Resident Enrollment

---

**ISSUE:**

Each year, the Kansas State Department of Education requires school districts to report the number of projected available seats for open enrollment, broken down by grade and school. Attached is our list of projected available seats for each grade level and school site.

**BACKGROUND:**

Historically, transfers between districts, such as Garden and Holcomb, have been facilitated through agreements between school districts, allowing students to attend schools outside their residential boundary based on mutual agreement. This process was primarily voluntary, with districts retaining the discretion to accept or decline non-resident students.

A significant change occurred with the passage of 2022 Senate Substitute for House Bill 2567, which mandated that, starting in the 2024–2025 academic year, all Kansas school districts must allow non-resident students to enroll, provided there is available capacity. Under this legislation, districts are required to determine and publicly disclose the number of open seats in each grade level by May 1 annually. The application window for non-resident students is set from June 1 to June 30, with a lottery system implemented if applications exceed available slots. Priority enrollment is granted to siblings of current students and children in the custody of the DCF living with non-resident students. School Districts are not allowed to charge tuition to non-resident students, ensuring access to educational opportunities for all.

**ALTERNATIVES:**

- **Option 1** – Approve the Proposed Open Seat Capacities as Presented
- **Option 2** – Approve with Modifications
- **Option 3** – Table the Recommendation for Further Review

**RECOMMENDATION:**

I recommend the Board of Education approve the proposed open seat capacities for the 2025-2026 school year as presented, ensuring compliance with state requirements while maintaining high-quality learning environments across our district.

**FISCAL NOTE:**

Setting projected open seat capacities too high puts us at risk of enrolling more non-resident students than we can support, potentially leading to added costs for teacher staffing, classroom space, and instructional materials. On the

other hand, setting them too low could mean missing out on valuable state funding tied to each additional student. Given the challenge of hiring staff after the June open enrollment window closes, we've taken a conservative approach to ensure we protect our resources while remaining compliant with state requirements.

**ATTACHMENTS:**

- **Proposed 2025-26 Open Enrollment Capacity Projections**

Best wishes,



Drew Thon  
Chief HR Director  
Garden City Public Schools - USD 457





School	Grade	Number of Sections	Number per Section	Total	April Enrollment	Projected Enrollment	Seats available for non-resident students
JB	K	1	23	23	23	23	0
	1	1	23	23	18	23	0
	2	1	23	23	25	25	-2
	3	1	25	25	23	25	0
	4	1	27	27	24	27	0
	5	1	25	25	26	26	-1
	6	1	25	25	23	25	0
School	Grade	Number of Sections	Number per Section	Total	April Enrollment	Projected Enrollment	Seats available for non-resident students
JW	K	2	23	46	46	46	0
	1	2	23	46	44	46	0
	2	2	23	46	41	46	0
	3	2	25	50	41	50	0
	4	2	27	54	49	54	0
School	Grade	Number of Sections	Number per Section	Total	April Enrollment	Projected Enrollment	Seats available for non-resident students
PLY	K	1	23	23	23	23	0
	1	1	23	23	12	18	5
	2	1	23	23	22	25	-2
	3	1	25	25	15	21	4
	4	1	27	27	21	27	0
	5	1	27	27	13	19	8
	6	1	27	27	18	24	3
School	Grade	Number of Sections	Number per Section	Total	April Enrollment	Projected Enrollment	Seats available for non-resident students
VO	K	3	23	69	65	69	0
	1	3	23	69	48	57	12
	2	3	23	69	62	71	-2
	3	3	25	75	71	80	-5

	4	4	27	108	89	101	7
Class sizes smaller for RISE room inclusion							

School	Grade	Core classes maximum	Total Grade level capacity	April Enrollment	Projected Enrollment	Seats available for non-resident students
BSIC	5	27	220	205	205	15
	6	27	220	194	205	15
School	Grade	Core classes maximum	Total Grade level capacity	April Enrollment	Projected Enrollment	Seats available for non-resident students
CSIC	5	27	220	205	205	15
	6	27	220	181	205	39
School	Grade	Core classes maximum	Total Grade level capacity	April Enrollment	Projected Enrollment	Seats available for non-resident students
HGMS	7	29	315	300	300	15
	8	29	315	272	295	20
School	Grade	Core classes maximum	Total Grade level capacity	April Enrollment	Projected Enrollment	Seats available for non-resident students
KHMS	7	29	220	220	220	0
	8	29	220	204	219	1
School	Grade	Core classes maximum	Total Grade level capacity	April Enrollment	Projected Enrollment	Seats available for non-resident students
GCHS	9	29	550	529	544	6
	10	29	550	548	563	-13
	11	29	550	510	525	25
	12	29	550	446	461	89
				2033		
School	Grade	Core classes maximum	Total Grade level capacity	April Enrollment	Projected Enrollment	Seats available for non-resident students
GCA	9	18	30	30	30	0

	10	18	30	20	30	0
	11	18	30	30	30	0
	12	18	30	29	30	0
GC Virtual	7 to 12	Current Enrollment 110	Capacity 120	Seats available for non-resident students		
	7 to 12	110	110	0		

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Casey Wise | Director of Technology  
**DATE:** 4/21/25  
**RE:** Approval of Quote for Technology (Switches)

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### **ISSUE:**

New Switches are needed for three campuses to update and maintain technology infrastructure at these locations. Buildings to receive equipment: Educational Support Center, Transportation, Plant Facilities.

### **BACKGROUND:**

In the summer of 2024, Technology began upgrading existing hardware. Five school campuses were upgraded to these new switches utilizing the last round of funding from eRate. The remaining eighteen school campuses will be upgraded through eRate beginning in the summer 2026. The three facilities listed are not eligible for eRate, so funds must be allotted for the full cost of replacement.

### **ALTERNATIVES:**

The purchase can be done by building, allowing for a smaller rollout of new equipment.

### **RECOMMENDATION:**

Technology is requesting that the board approve the bid from Aercor in the amount of \$64,947.24 to replace this equipment.

### **FISCAL NOTE:**

The requested purchase exceeds the \$20,000.00 purchase limit of the BOE. The funds for this purchase are available in the 2024-25 fiscal year budget for Technology.

### **ATTACHMENTS:**

Please see attached bids.

<b>Vendor</b>	<b>Bid</b>
Aercor	\$64,947.24
CDW-G	\$73,910.40
Network Computer Solutions	\$75,322.80

**Bidders List**  
**Extreme Switches**

**Aercor, Inc**

Derrick Hoffmann

[drhoffmann@aercor.com](mailto:drhoffmann@aercor.com)

**CDW Government LLC**

Zac Lawhorn

[zac.lawhorn@cdwg.com](mailto:zac.lawhorn@cdwg.com)

**Network Computer Solutions**

Grace Commons

[gcommons@ncs-online.com](mailto:gcommons@ncs-online.com)

**BID OPENING:**

**April 21st 2025**

**Bid Tabulations  
Extreme Switches**

Bid Opening: April 21st 2025

Bid 2025-14

<u>Vendor</u>	<u>Bid</u>	<u>Duration</u>
Aercor, Inc	<u>\$64,947.24</u>	<u>No Duration mentior</u>
CDW Government LLC	<u>\$73,910.40</u>	<u>30 Days</u>
Network Computer Solutions	<u>\$75,322.80</u>	<u>7-14 Business Day</u>

\* **Bid did not meet specifications**

**RECOMMENDATION:** To accept the bid from Aercor, Inc for the amount of  
\$64,947.24

Payment to be made from budgeted funds in account:  
016 E 2840 17 1000 017 00 736-Technology Infrastructure

## Bids and Quotations Extreme Switches

Bid Opening: April 21st 2025

Bid 2025-14

Board Meeting: April 24th 2025- First Read  
May 5th 2025-Final Decision

1. Item, Material and/or Service that is being bid:

12 QTY Extreme Switching 5420 M 48 10/100/1000BASET FDX/HDX  
802.3bt 90W PoE 2 Stacking/SFP-DD 4 10/25G Unpopulated SFP28MACsec  
Capable includes Fan Module 2 Unpopulated Modular PSUSlots

24QTY 920W AC Power Supply

12 QTY Extreme Platform One Standard Networking for Tier B includes  
ExtremeWorks Right-to-Use Subscription and TAC OS for One Tier B Device  
for 5 Years (US K-12)

2. Brief description of the item, material, or service listed above:

3. Period of time item, material or service bid will cover:

15+ years

4. Reason that the item, material or service is needed:

5. Department and person responsible for the expenditure of the budget:

Technology- Casey Wise

6. Line item and amount budgeted for this item:

Budgeted Amount-

April 14<sup>th</sup>, 2025

The Board of Education, Unified School District #457, is requesting bids for **Twelve Extreme Switches & Support**. Bids must be mailed, emailed, or delivered to the office of the Director of Technology **by 9:00AM Monday, April 21, 2025**, and will be publicly opened at that time. A first read of the bid will take place at the board meeting on April 24, 2025 and board action will be taken on Monday, May 5, 2025 at the regular school board meeting. A bid specification sheet is listed on page 2 of this document and the following conditions apply:

- Pricing shall be FOB Garden City, KS.
- Award will be all to ONE vendor.
- The District reserves the right to reject any or all bids, to waive any informalities, irregularities or technical defects in bids, and unless otherwise specified by the District to accept any item or groups of items in the bid, as may be in the best interest of the District.
- Time (days, weeks, etc.) required for delivery is a significant consideration with respect to this award process. The time required for delivery must be indicated in the space provided or your bid may be found non-responsive and may not be considered.
- Bid shall include copies of pertinent warranty information pertaining to the product offered. The bidder agrees that equipment furnished under any resultant purchase order issued by Garden City Kansas Public Schools shall be covered by commercial warranties the contractor gives to any customer for such supplies. All warranty information and certificates shall be furnished and become the property of the District upon delivery and acceptance of said items and/or the contractor must honor services and all rights and remedies stated in the warranties.
- All items are new manufacture unless otherwise specifically stated in this bid.
- All installations will be warrantied for a year beyond substantial completion.
- All products must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles or items having defective workmanship are included.
- Bidder shall notify the District immediately of any changes to specifications made by the manufacturer for the equipment listed.
- Bid may not be considered if a service charge, minimum dollar or minimum quantity order is applied.
- Bidder shall acknowledge all addenda for this bid and include the form acknowledgements with their bid.
- Bids are to be sealed and marked "**BID – Extreme Switches**".

**Bids are to be sent to:**

Casey Wise, Director of Technology  
USD 457  
1205 Fleming  
Garden City, KS 67846

**OR**    ***cwise@gckschools.com***

If you should have any questions regarding this bid or the specifications, please contact me.

Best regards,

Casey Wise

**BID SPECIFICATIONS**

**Specifications:** The Following specifications are to serve as the minimum requirements for this solicitation, and should not be construed to exclude any other brand or model. Feel free to quote a comparable model/brand.

Product Number	Description	Qty
5420M-48W-4YE	ExtremeSwitching 5420M 48 10/100/1000BASET FDX/HDX 802.3bt 90W PoE 2 Stacking/SFP-DD 4 10/25G Unpopulated SFP28MACsec Capable includes Fan Module 2 Unpopulated Modular PSUSlots	12
XNACPWR-920W	920W AC Power Supply	24
USK12-STD-B-SC-EW-5Y	Extreme Platform One Standard Networking for Tier B includes ExtremeWorks Right-to-Use Subscription and TAC OS for One Tier B Device for 5 Years (US K-12)	12

**BID FORM**

By signing this bid form, the vendor certifies the equipment being offered meets or exceeds all requirements and conditions of the bid, special provisions and specifications. In compliance with the above and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item.

The undersigned certifies that no Federal, State, County or Municipal tax is included in the quoted prices and that none will be added. Public schools are EXEMPT. Exemption certificates will be provided upon request.

**Pricing** *(Unit Cost Including All Options and Less any Applicable Incentives)*

**Vendor Name:** \_\_\_\_\_

**Extreme Switches** \_\_\_\_\_

**How long to receive these (calendar days):**

WE HEARBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_

Addenda to Bid (Y/N) \_\_\_\_\_

The undersigned bidder does, by their signature below, agree that they received the addenda; that they understand the content of the addenda and shall comply with all of the conditions of the addenda specified.

Bidders Signature:	Addenda #	Date
--------------------	-----------	------

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**BID FORM**

**BIDDER IS AN INDIVIDUAL-**

Name of Individual: \_\_\_\_\_  
Name of Business: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Business Phone No.: \_\_\_\_\_  
Business Fax No.: \_\_\_\_\_

**BIDDER IS A PARTNERSHIP-**

Name of Partnership: \_\_\_\_\_  
Names of Principal Partners: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Business Phone No.: \_\_\_\_\_  
Business Fax No.: \_\_\_\_\_  
The full names of all partners: \_\_\_\_\_

**BIDDER IS A CORPORATION-**

Full Corporation Name: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Business Phone No.: \_\_\_\_\_  
Business Fax No.: \_\_\_\_\_  
Name & Address of Resident Agent: \_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT A - USD 457 STANDARD TERMS AND CONDITIONS**

1. **SCOPE:** The following terms and conditions shall prevail unless otherwise modified by the District within this bid document. The District reserves the right to reject any bid which takes exception to these terms and conditions.
2. **DEFINITIONS AS USED HEREIN:**
  - a. The term “bid request” means a solicitation of a formal sealed bid.
  - b. The term “bid” means the price offered by the bidder.
  - c. The term “bidder” means the offeror or vendor.
  - d. The term “District” means Unified School District No. 457.
  - e. The term “Board of Education” or “BOE” means the governing body of Unified School District No. 457.
3. **COMPLETING BID:** Bids must be submitted **ONLY** on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. **CONFIDENTIALITY OF BID INFORMATION:** Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked “Literature for Bid (Number).” Do **NOT** indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. **ACCURACY OF BID:** Each bid is publicly opened and is made part of the public record of the District. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. **SUBMISSION OF BID:** Bids are to be sealed and submitted to the Business Office located at the Educational Support Center, 1205 Fleming St, Garden City, KS prior to the date and time indicated on the cover sheet.
7. **ADDENDA:** All changes in connection with this bid will be issued by the Business Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. **LATE BIDS AND MODIFICATION OR WITHDRAWALS:** Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. **BIDS BINDING:** All bids submitted shall be binding upon the bidder if accepted by the District within sixty (60) calendar days after the bid opening.
10. **EQUIVALENT BIDS:** When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked “No Substitute.” Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the District.

11. **NEW MATERIALS, SUPPLIES AND EQUIPMENT:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. **WARRANTY:** Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the District by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
13. **METHOD OF AWARD AND NOTIFICATION:** Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the District.
14. The District reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an “all or nothing “basis if the bid is clearly designed as such or when it is determined to be in the best interest of the District.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by the District of a Purchase Order or other contractual document.
16. **DELIVERY TERMS:** All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. **DAMAGED AND/OR LATE SHIPMENTS:** The District has no obligation to accept damaged shipments and reserves the right to return at the vendor’s expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify the District of any late or delayed shipments. The District reserves the right to cancel all or any part of an order if the shipment is not made as promised.
18. **CREDIT TERMS:** Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. **SELLER'S INVOICE:** Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. **TAX EXEMPT:** The District is exempt from Federal, State and local taxes by KS-95R26L52. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
21. **SAFETY:** All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

22. **DISCLAIMER OR LIABILITY:** The District will not hold harmless or indemnify any bidder for any liability whatsoever.
23. **TERMINATION RIGHTS:** The District shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the vendor.
24. **HOLD HARMLESS:** The vendor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities or every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

**NO MUTUAL INDEMNIFICATION:**

K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.

- (a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.
  - (b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.
  - (c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.
25. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
  26. **ANTI-DISCRIMINATION CLAUSE:** No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.
  27. Each bid that must be accompanied by a bid bond that is equal to 5% of the total base bid, payable to Garden City Public Schools – USD 457.
  28. For all projects that exceed \$100,000 a performance and payment bond must be included in the bid price.

April 14<sup>th</sup>, 2025

The Board of Education, Unified School District #457, is requesting bids for **Twelve Extreme Switches & Support**. Bids must be mailed, emailed, or delivered to the office of the Director of Technology **by 9:00AM Monday, April 21, 2025**, and will be publicly opened at that time. A first read of the bid will take place at the board meeting on April 24, 2025 and board action will be taken on Monday, May 5, 2025 at the regular school board meeting. A bid specification sheet is listed on page 2 of this document and the following conditions apply:

- Pricing shall be FOB Garden City, KS.
- Award will be all to ONE vendor.
- The District reserves the right to reject any or all bids, to waive any informalities, irregularities or technical defects in bids, and unless otherwise specified by the District to accept any item or groups of items in the bid, as may be in the best interest of the District.
- Time (days, weeks, etc.) required for delivery is a significant consideration with respect to this award process. The time required for delivery must be indicated in the space provided or your bid may be found non-responsive and may not be considered.
- Bid shall include copies of pertinent warranty information pertaining to the product offered. The bidder agrees that equipment furnished under any resultant purchase order issued by Garden City Kansas Public Schools shall be covered by commercial warranties the contractor gives to any customer for such supplies. All warranty information and certificates shall be furnished and become the property of the District upon delivery and acceptance of said items and/or the contractor must honor services and all rights and remedies stated in the warranties.
- All items are new manufacture unless otherwise specifically stated in this bid.
- All installations will be warrantied for a year beyond substantial completion.
- All products must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles or items having defective workmanship are included.
- Bidder shall notify the District immediately of any changes to specifications made by the manufacturer for the equipment listed.
- Bid may not be considered if a service charge, minimum dollar or minimum quantity order is applied.
- Bidder shall acknowledge all addenda for this bid and include the form acknowledgements with their bid.
- Bids are to be sealed and marked "**BID – Extreme Switches**".

**Bids are to be sent to:**

Casey Wise, Director of Technology  
USD 457  
1205 Fleming  
Garden City, KS 67846

**OR**    ***cwise@gckschools.com***

If you should have any questions regarding this bid or the specifications, please contact me.

Best regards,

Casey Wise

**BID SPECIFICATIONS**

**Specifications:** The Following specifications are to serve as the minimum requirements for this solicitation, and should not be construed to exclude any other brand or model. Feel free to quote a comparable model/brand.

Product Number	Description	Qty
5420M-48W-4YE	ExtremeSwitching 5420M 48 10/100/1000BASET FDX/HDX 802.3bt 90W PoE 2 Stacking/SFP-DD 4 10/25G Unpopulated SFP28MACsec Capable includes Fan Module 2 Unpopulated Modular PSUSlots	12
XNACPWR-920W	920W AC Power Supply	24
USK12-STD-B-SC-EW-5Y	Extreme Platform One Standard Networking for Tier B includes ExtremeWorks Right-to-Use Subscription and TAC OS for One Tier B Device for 5 Years (US K-12)	12

**BID FORM**

By signing this bid form, the vendor certifies the equipment being offered meets or exceeds all requirements and conditions of the bid, special provisions and specifications. In compliance with the above and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item.

The undersigned certifies that no Federal, State, County or Municipal tax is included in the quoted prices and that none will be added. Public schools are EXEMPT. Exemption certificates will be provided upon request.

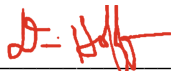
**Pricing** *(Unit Cost Including All Options and Less any Applicable Incentives)*

**Vendor Name:** Aercor, Inc

**Extreme Switches** \$64,947.24

**How long to receive these (calendar days):**

WE HEARBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

Signature:  Date: 4-18-2025

Printed Name: Derrick Hoffmann Title: Vice President of Sales

Email: drhoffmann@aercor.com

Addenda to Bid (Y/N) N

The undersigned bidder does, by their signature below, agree that they received the addenda; that they understand the content of the addenda and shall comply with all of the conditions of the addenda specified.

Bidders Signature: Addenda # Date

**BID FORM**

BIDDER IS AN INDIVIDUAL-

Name of Individual: \_\_\_\_\_  
Name of Business: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Business Phone No.: \_\_\_\_\_  
Business Fax No.: \_\_\_\_\_

BIDDER IS A PARTNERSHIP-

Name of Partnership: \_\_\_\_\_  
Names of Principal Partners: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Business Phone No.: \_\_\_\_\_  
Business Fax No.: \_\_\_\_\_  
The full names of all partners: \_\_\_\_\_

BIDDER IS A CORPORATION-

Full Corporation Name: Aercor Inc  
State of Incorporation: MN  
Mailing Address: 2520 Broadway St NE, Suite 204, Minneapolis, MN 55413  
Business Phone No.: 651-209-7690  
Business Fax No.: 651-209-7694  
Name & Address of Resident Agent: Derrick Hoffmann  
\_\_\_\_\_

**ATTACHMENT A - USD 457 STANDARD TERMS AND CONDITIONS**

1. **SCOPE:** The following terms and conditions shall prevail unless otherwise modified by the District within this bid document. The District reserves the right to reject any bid which takes exception to these terms and conditions.
2. **DEFINITIONS AS USED HEREIN:**
  - a. The term “bid request” means a solicitation of a formal sealed bid.
  - b. The term “bid” means the price offered by the bidder.
  - c. The term “bidder” means the offeror or vendor.
  - d. The term “District” means Unified School District No. 457.
  - e. The term “Board of Education” or “BOE” means the governing body of Unified School District No. 457.
3. **COMPLETING BID:** Bids must be submitted **ONLY** on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
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8. **LATE BIDS AND MODIFICATION OR WITHDRAWALS:** Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. **BIDS BINDING:** All bids submitted shall be binding upon the bidder if accepted by the District within sixty (60) calendar days after the bid opening.
10. **EQUIVALENT BIDS:** When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked “No Substitute.” Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the District.

11. **NEW MATERIALS, SUPPLIES AND EQUIPMENT:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. **WARRANTY:** Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the District by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
13. **METHOD OF AWARD AND NOTIFICATION:** Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the District.
14. The District reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an “all or nothing “basis if the bid is clearly designed as such or when it is determined to be in the best interest of the District.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by the District of a Purchase Order or other contractual document.
16. **DELIVERY TERMS:** All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. **DAMAGED AND/OR LATE SHIPMENTS:** The District has no obligation to accept damaged shipments and reserves the right to return at the vendor’s expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify the District of any late or delayed shipments. The District reserves the right to cancel all or any part of an order if the shipment is not made as promised.
18. **CREDIT TERMS:** Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. **SELLER'S INVOICE:** Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. **TAX EXEMPT:** The District is exempt from Federal, State and local taxes by KS-95R26L52. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
21. **SAFETY:** All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

22. **DISCLAIMER OR LIABILITY:** The District will not hold harmless or indemnify any bidder for any liability whatsoever.
23. **TERMINATION RIGHTS:** The District shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the vendor.
24. **HOLD HARMLESS:** The vendor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities or every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

**NO MUTUAL INDEMNIFICATION:**

K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.

- (a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.
  - (b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.
  - (c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.
25. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
  26. **ANTI-DISCRIMINATION CLAUSE:** No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.
  27. Each bid that must be accompanied by a bid bond that is equal to 5% of the total base bid, payable to Garden City Public Schools – USD 457.
  28. For all projects that exceed \$100,000 a performance and payment bond must be included in the bid price.



Quotation/Offer  
DRH2508261-1 - Garden City USD 457

Date: 4/18/25

Expiration Date 5/18/25

**Prepared For:**  
Garden City Unified School District 457  
1205 Fleming Street  
Garden City, KS 67846  
Anthony Marquez  
620-805-7115  
[amarquez2@gckschools.com](mailto:amarquez2@gckschools.com)

**Project Name:**  
Extreme Switching - 5 Year  
  
**Project Description:**

**From:**  
Aercor Inc.  
2520 Broadway Street NE  
Suite 204  
Minneapolis, MN 55413  
[www.aercor.com](http://www.aercor.com)

Hardware	\$56,153.64
Software	\$8,793.60
<b>Total:</b>	<b>\$64,947.24</b>

**Derrick R. Hoffmann**  
Vice President of Sales  
Phone: 651-289-4211  
Email: [drhoffmann@aercor.com](mailto:drhoffmann@aercor.com)

**Proposal Comments:**

*\*\* Please reference the quote number on your purchase order. Thank you. \*\**  
*\*\*\*Credit Card payments will be subject to a convenience fee where applicable and must be paid at time of order\*\*\**



**Customer Name:** Garden City Unified School District 457  
**Quote/Offer ID:** DRH2508261-1 - Garden City USD 457  
**Date:** 4/18/25

Line	Product Number	Description	Qty	Customer Unit Sale Price	Customer Extended Sale Price
<b>Hardware</b>					
1	5420M-48W-4YE	ExtremeSwitching 5420M 48 10/100/1000BASET FDX/HDX 802.3bt 90W PoE 2 Stacking/SFP-DD 4 10/25G Unpopulated SFP28 MACsec Capable includes Fan Module 2 Unpopulated Modular PSU Slots	12	\$3,658.67	\$43,904.04
2	XNACPWR-920W	920W AC Power Supply	24	\$510.40	\$12,249.60
				<b>Hardware Total:</b>	<b>\$56,153.64</b>
<b>Software</b>					
3	USK12-STD-B-SC-EW-5Y	Extreme Platform One Standard Networking for Tier B includes ExtremeWorks Right-to-Use Subscription and TAC OS for One Tier B Device for 5 Years (US K-12)	12	\$732.80	\$8,793.60
				<b>Software Total:</b>	<b>\$8,793.60</b>
				<b>Customer Total:</b>	<b>\$64,947.24</b>

Note: The information in this Proposal is considered PROPRIETARY and CONFIDENTIAL to Aercor.  
 By review of this information, you agree to maintain its confidentiality and use it for internal business purposes only.  
 Any variation in quantity, description or delivery may result in price changes.  
 Prices are valid for 30 days from date of this Proposal unless otherwise stated.  
 Delivery dates can, and do, change frequently and at very short notice. The estimated delivery date on this Proposal is only valid from the date of acceptance via signature. Once we receive this signed Proposal, we will confirm a new estimated delivery date. Shipping and taxes are added at the time of invoice. Shipping charges are subject to additional handling fees for specifying carriers and/or expedited shipments.  
 This Proposal is subject to (a) the Terms and Conditions attached hereto and (b) credit and finance approval.  
 Opened boxes are not eligible for return.

**Proposal Comments:**

**Exhibit A**  
**PRODUCT PURCHASE AGREEMENT**  
**TERMS AND CONDITIONS**

**1. Product**

Aercor Inc (Aercor) will provide to the other party hereunder (“Client”), the product or products specified in the sales proposal (the “Document”) to which these Terms and Conditions are attached and made a part of (individually and collectively, the “Product”), by sale, license or sublicense, as provided under and upon the terms and conditions of this Agreement. These Terms and Conditions, along with the Document and all appendices thereto, are collectively the “Agreement”.

**2. Invoicing and Payment**

The purchase price for the Product will be due and payable as indicated in the attached Document. Payment terms are net 30 days. If Client’s account is past due and Aercor has notified Client verbally or in writing of the past due balance, it may, without advance notice, immediately cease any and all Product sales hereunder, or revoke any and all Product licenses hereunder, without any liability for breach of this Agreement. If Client’s account, after default, is referred to an attorney or collection agency for collection, Client will pay all of Aercor’s expenses incurred in such collection efforts including, without limitation, court costs and reasonable attorney’s fees.

**3. Taxes**

The customer agrees that they are responsible for payment of any sales or use tax arising from its purchase of product under this agreement.

**4. Limitations on Warranty**

Aercor MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT. Aercor EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. Client should refer to the Product license, documentation and other information provided by the manufacturer of the Product for warranty and any other information regarding any Product.

**5. Limitation of Liability**

Client's exclusive remedy, and Aercor’s sole liability to client, for any cause whatsoever will be limited to any purchase price or license fees, as applicable paid to Aercor by client under this agreement. The foregoing limitation will apply regardless of the form of action, whether contract or tort, including without limitation, negligence. In no event will Aercor be liable for any loss of profit, revenue, data, use, or other commercial injury, or any special, incidental, indirect or consequential damages, suffered by client or any third party, whether or not Aercor has been advised of the possibility of such loss, injury, damages or third party claim, under any cause of action arising out of or relating to this agreement.

**6. Enforceability**

If any provision, or any part of any provision, of this Agreement will be held void, voidable, invalid, or inoperative, no other provision of this Agreement will be affected as a result thereof and accordingly, the remaining provisions of this Agreement will remain in full force and effect as though such void, voidable, invalid or inoperative provision or part thereof had not been contained herein.

**7. Relationship**

This Agreement does not create an agency, employment, partnership joint venture, trust or other fiduciary relationship between the parties. Neither party shall have the right to bind the other to any third person or otherwise to act in a way as a representative or agent of the other.

**8. Entire Agreement**

This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations or understandings, whether oral or written, with respect to such subject matter. To the extent that any of the terms and conditions of the Document or any appendices thereof conflict with these Terms and Conditions, these Terms and Conditions will control. This Agreement may not be changed, modified or waived in whole or part except by an instrument in writing signed by both parties. Unless otherwise defined in the Document, all defined terms will have the definitions set forth in these Terms and Conditions.

**Aercor Authorized Signatory**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Customer Authorized Signatory**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO#: \_\_\_\_\_



## **Garden City Public Schools**

### **Exteme Switches**

Digital Response

**4/21/2025**

# **CDW** Education

© CDW Government LLC 2025 | 230 N. Milwaukee Ave. | Vernon Hills, IL 60061

To the extent allowable, all information and documents hereby submitted in response to the Request for Quote ("RFQ") furnished by Garden City Public Schools are the Proprietary and Confidential property of CDW Government LLC.

**4/21/2025**Garden City Public Schools  
1205 Flemming  
Garden City, KS67846**RE: CDW Education's Response to Garden City Public Schools's RFP # Exteme Switches**

To Whom It May Concern,

Garden City Public Schools is seeking a reliable and experienced IT partner capable of managing your Extreme Switch Purchasing Solution. Our response demonstrates CDW Education's ability to contribute to the overall success of this initiative.

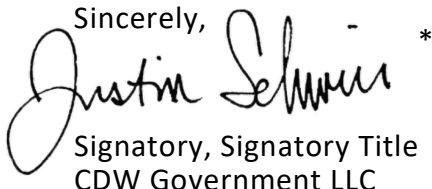
CDW Government LLC, a wholly-owned subsidiary of CDW LLC, was founded in 1998 to focus on the unique needs and challenges of our public sector customers. CDW Education is a specialized segment of CDW Government and is currently a trusted partner to more than 15,000 school districts nationwide. Specific advantages of partnering with us include:

- **Dedicated Account Team Delivers High Quality Service.** Your highly trained and experienced account team, including a dedicated account manager, is responsible for coordinating all your needs and ensuring customer satisfaction.
- **Strong Partnerships Help Ensure the Best Experience.** Our top tier partnership status with our manufacturers demonstrates the strength of our relationships, which ensures efficient communication between all parties, and facilitates timely road mapping and other requests for information.
- **In-House Expertise Provides Easy Access to Knowledge.** You can leverage our valuable presales consultants to assist with developing solutions that provide robust functionality, efficiencies, and cost savings.

We consistently strive to exceed your expectations. Should you have any questions, please contact your Account Manager, **Zac Lawhorn**, at **(312) 705-4540** or **Zac.Lawhorn@cdwg.com**.

Thank you for the opportunity to participate in this RFP process. We are confident you will find our response advantageous from both a strategic and budgetary standpoint.

Sincerely,

  
Signatory, Signatory Title  
CDW Government LLC

\*CDW Government LLC ("CDW•G") submits this bid response subject only to the terms and conditions contained in the current Kansas AEPA-025F K-12 (025-F) agreement. Any terms and conditions in the bid or elsewhere that are additional to or different from the terms and conditions of that agreement shall not apply to any transaction(s) that results from CDW•G's submission of its bid response.

# Bid Documents and Forms

April 14<sup>th</sup>, 2025

The Board of Education, Unified School District #457, is requesting bids for **Twelve Extreme Switches & Support**. Bids must be mailed, emailed, or delivered to the office of the Director of Technology **by 9:00AM Monday, April 21, 2025**, and will be publicly opened at that time. A first read of the bid will take place at the board meeting on April 24, 2025 and board action will be taken on Monday, May 5, 2025 at the regular school board meeting. A bid specification sheet is listed on page 2 of this document and the following conditions apply:

- Pricing shall be FOB Garden City, KS.
- Award will be all to ONE vendor.
- The District reserves the right to reject any or all bids, to waive any informalities, irregularities or technical defects in bids, and unless otherwise specified by the District to accept any item or groups of items in the bid, as may be in the best interest of the District.
- Time (days, weeks, etc.) required for delivery is a significant consideration with respect to this award process. The time required for delivery must be indicated in the space provided or your bid may be found non-responsive and may not be considered.
- Bid shall include copies of pertinent warranty information pertaining to the product offered. The bidder agrees that equipment furnished under any resultant purchase order issued by Garden City Kansas Public Schools shall be covered by commercial warranties the contractor gives to any customer for such supplies. All warranty information and certificates shall be furnished and become the property of the District upon delivery and acceptance of said items and/or the contractor must honor services and all rights and remedies stated in the warranties.
- All items are new manufacture unless otherwise specifically stated in this bid.
- All installations will be warrantied for a year beyond substantial completion.
- All products must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles or items having defective workmanship are included.
- Bidder shall notify the District immediately of any changes to specifications made by the manufacturer for the equipment listed.
- Bid may not be considered if a service charge, minimum dollar or minimum quantity order is applied.
- Bidder shall acknowledge all addenda for this bid and include the form acknowledgements with their bid.
- Bids are to be sealed and marked "**BID – Extreme Switches**".

**Bids are to be sent to:**

Casey Wise, Director of Technology  
USD 457  
1205 Fleming  
Garden City, KS 67846

**OR**    ***cwise@gckschools.com***

If you should have any questions regarding this bid or the specifications, please contact me.

Best regards,

Casey Wise

**BID SPECIFICATIONS**

**Specifications:** The Following specifications are to serve as the minimum requirements for this solicitation, and should not be construed to exclude any other brand or model. Feel free to quote a comparable model/brand.

Product Number	Description	Qty
5420M-48W-4YE	ExtremeSwitching 5420M 48 10/100/1000BASET FDX/HDX 802.3bt 90W PoE 2 Stacking/SFP-DD 4 10/25G Unpopulated SFP28MACsec Capable includes Fan Module 2 Unpopulated Modular PSUSlots	12
XNACPWR-920W	920W AC Power Supply	24
USK12-STD-B-SC-EW-5Y	Extreme Platform One Standard Networking for Tier B includes ExtremeWorks Right-to-Use Subscription and TAC OS for One Tier B Device for 5 Years (US K-12)	12

**BID FORM**

By signing this bid form, the vendor certifies the equipment being offered meets or exceeds all requirements and conditions of the bid, special provisions and specifications. In compliance with the above and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item.

The undersigned certifies that no Federal, State, County or Municipal tax is included in the quoted prices and that none will be added. Public schools are EXEMPT. Exemption certificates will be provided upon request.

**Pricing** *(Unit Cost Including All Options and Less any Applicable Incentives)*

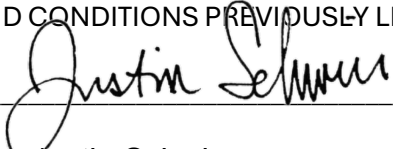
**Vendor Name:** CDW Government LLC

**Extreme Switches** \$73,910.40

**How long to receive these (calendar days):**

Typical turnaround time is 30 days after the order is placed.

WE HEARBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

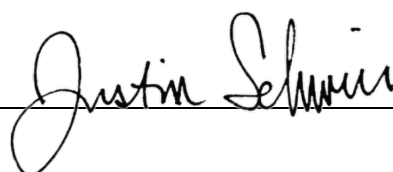
Signature:  Date: 4/23/2025

Printed Name: Justin Schwier Title: Manager-Proposals

Email: Zac.Lawhorn@cdwg.com

Addenda to Bid (Y/N) Y

The undersigned bidder does, by their signature below, agree that they received the addenda; that they understand the content of the addenda and shall comply with all of the conditions of the addenda specified.

Bidders Signature:  Addenda # 1 Date 4/23/2025

**BID FORM**

**BIDDER IS AN INDIVIDUAL-**

Name of Individual: \_\_\_\_\_  
Name of Business: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Business Phone No.: \_\_\_\_\_  
Business Fax No.: \_\_\_\_\_

**BIDDER IS A PARTNERSHIP-**

Name of Partnership: \_\_\_\_\_  
Names of Principal Partners: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Business Phone No.: \_\_\_\_\_  
Business Fax No.: \_\_\_\_\_  
The full names of all partners: \_\_\_\_\_

**BIDDER IS A CORPORATION-**

Full Corporation Name: CDW Government LLC  
State of Incorporation: IL  
Mailing Address: 230 N. Milwaukee Ave, Vernon Hills, IL 60061  
Business Phone No.: (312) 705-4540  
Business Fax No.: \_\_\_\_\_  
Name & Address of Resident Agent: Zac Lawhorn  
(312) 705-4540

**ATTACHMENT A - USD 457 STANDARD TERMS AND CONDITIONS**

1. **SCOPE:** The following terms and conditions shall prevail unless otherwise modified by the District within this bid document. The District reserves the right to reject any bid which takes exception to these terms and conditions.
2. **DEFINITIONS AS USED HEREIN:**
  - a. The term “bid request” means a solicitation of a formal sealed bid.
  - b. The term “bid” means the price offered by the bidder.
  - c. The term “bidder” means the offeror or vendor.
  - d. The term “District” means Unified School District No. 457.
  - e. The term “Board of Education” or “BOE” means the governing body of Unified School District No. 457.
3. **COMPLETING BID:** Bids must be submitted **ONLY** on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. **CONFIDENTIALITY OF BID INFORMATION:** Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked “Literature for Bid (Number).” Do **NOT** indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. **ACCURACY OF BID:** Each bid is publicly opened and is made part of the public record of the District. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. **SUBMISSION OF BID:** Bids are to be sealed and submitted to the Business Office located at the Educational Support Center, 1205 Fleming St, Garden City, KS prior to the date and time indicated on the cover sheet.
7. **ADDENDA:** All changes in connection with this bid will be issued by the Business Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. **LATE BIDS AND MODIFICATION OR WITHDRAWALS:** Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. **BIDS BINDING:** All bids submitted shall be binding upon the bidder if accepted by the District within sixty (60) calendar days after the bid opening.
10. **EQUIVALENT BIDS:** When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked “No Substitute.” Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the District.

11. **NEW MATERIALS, SUPPLIES AND EQUIPMENT:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. **WARRANTY:** Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the District by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
13. **METHOD OF AWARD AND NOTIFICATION:** Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the District.
14. The District reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an “all or nothing “basis if the bid is clearly designed as such or when it is determined to be in the best interest of the District.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by the District of a Purchase Order or other contractual document.
16. **DELIVERY TERMS:** All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. **DAMAGED AND/OR LATE SHIPMENTS:** The District has no obligation to accept damaged shipments and reserves the right to return at the vendor’s expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify the District of any late or delayed shipments. The District reserves the right to cancel all or any part of an order if the shipment is not made as promised.
18. **CREDIT TERMS:** Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. **SELLER'S INVOICE:** Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. **TAX EXEMPT:** The District is exempt from Federal, State and local taxes by KS-95R26L52. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
21. **SAFETY:** All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

22. **DISCLAIMER OR LIABILITY:** The District will not hold harmless or indemnify any bidder for any liability whatsoever.
23. **TERMINATION RIGHTS:** The District shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the vendor.
24. **HOLD HARMLESS:** The vendor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities or every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

**NO MUTUAL INDEMNIFICATION:**

K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.

- (a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.
  - (b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.
  - (c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.
25. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
  26. **ANTI-DISCRIMINATION CLAUSE:** No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.
  27. Each bid that must be accompanied by a bid bond that is equal to 5% of the total base bid, payable to Garden City Public Schools – USD 457.
  28. For all projects that exceed \$100,000 a performance and payment bond must be included in the bid price.

# Pricing Offer

\*CDW Government LLC (“CDW•G”) submits this bid response subject only to the terms and conditions contained in the current Kansas AEPA-025F K-12 (025-F) agreement. Any terms and conditions in the bid or elsewhere that are additional to or different from the terms and conditions of that agreement shall not apply to any transaction(s) that results from CDW•G’s submission of its bid response.



Thank you for choosing CDW. We have received your quote.

# QUOTE CONFIRMATION

## CASEY WISE,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at <https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html>

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PKHS607	4/16/2025	EXTREME BID	171101	<b>\$73,910.40</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Extreme Networks 5420M 48-Port 802.3bt PoE Switch</a> Mfg. Part#: 5420M-48W-4YE Contract: Kansas AEPA-025F K-12 (025-F)	12	6328561	\$4,221.00	\$50,652.00
<a href="#">Extreme Networks - power supply - 920 Watt</a> Mfg. Part#: XN-ACPWR-920W Contract: Kansas AEPA-025F K-12 (025-F)	24	6313876	\$591.60	\$14,198.40
<a href="#">Extreme Networks ExtremeCloud IQ Pilot + Extreme AI Expert - Right-To-Use s</a> Mfg. Part#: USK12-STD-B-S-C-EW-5Y Electronic distribution - NO MEDIA Contract: Kansas AEPA-025F K-12 (025-F)	12	8135271	\$755.00	\$9,060.00

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

<b>SUBTOTAL</b>	\$73,910.40
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$73,910.40</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> GARDEN CITY USD 457 ACCTS PAYABLE 1205 FLEMING ST GARDEN CITY, KS 67846-4751 <b>Phone:</b> (620) 805-7000 <b>Payment Terms:</b> VISA	<b>Shipping Address:</b> GARDEN CITY USD 457 CASEY WISE 1205 FLEMING ST GARDEN CITY, KS 67846-4751 <b>Phone:</b> (620) 805-7000 <b>Shipping Method:</b> DROP SHIP-GROUND
	<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



### Sales Contact Info

Zac Lawhorn | 800.808.4239 | [zac.lawhorn@cdwg.com](mailto:zac.lawhorn@cdwg.com)

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$73,910.40	\$2,118.27/Month	\$73,910.40	\$2,422.04/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

#### Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

#### General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

### Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)


This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>







For more information, contact a CDW account manager.

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# About CDW Education



## Quick Facts

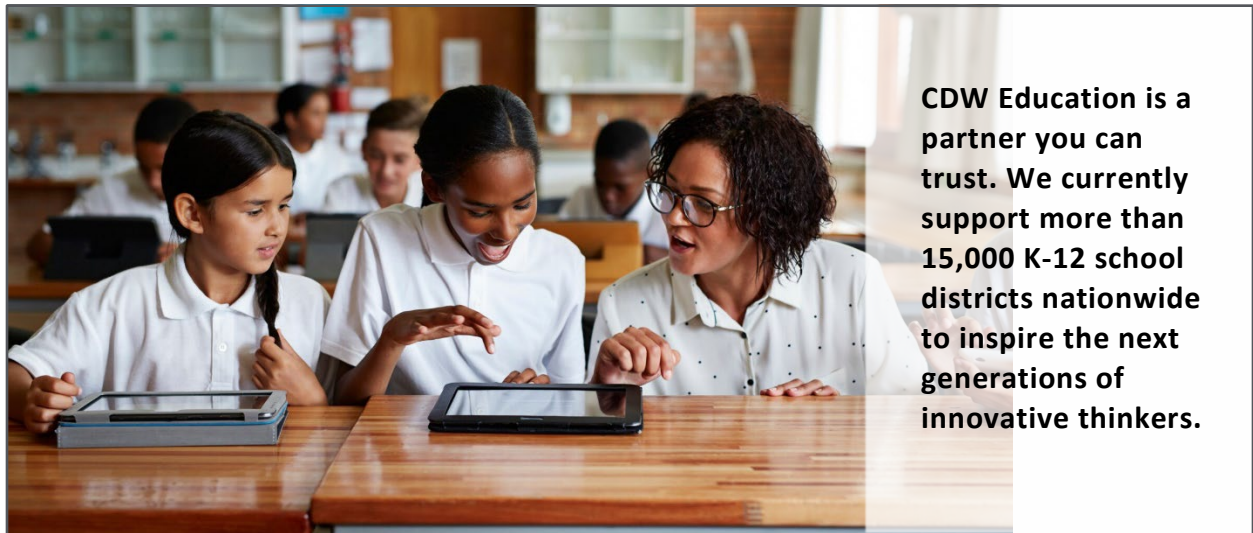
-  **Vernon Hills, IL**  
U.S. Headquarters
-  **\$21B**  
2024 Annual Net Sales
-  **15,100**  
Coworkers
-  **250,000+**  
Customers
-  **189**  
Fortune 500 Ranking
-  **#5**  
CRN's Solution Provider 500 List

CDW Government LLC (CDW Government) is the wholly owned subsidiary of CDW LLC (CDW), a leading multi-brand technology solutions provider to business, government, education, and healthcare organizations in the U.S., the U.K., and Canada.

Recognizing the unique challenges and opportunities for our public sector customers, we established CDW Government in 1998. Our teams are broken down by segment, with separate teams serving K-12, higher education, state and local, federal, and healthcare customers, and further organized into geographic regions.

CDW Education is a specialized segment of CDW Government, and a trusted partner to more than 17,000 educational institutions, including **more than 15,000 K-12 school districts nationwide.**

Over the last several decades, we have grown from earning net sales of four billion in 2001 to \$21 billion in 2023. Our sustainable growth and continued financial stability serve to assure Garden City Public Schools that we are here to stay and can support you through the life of this contract and beyond. Of note, CDW is number five on CRN's 2023 Solution Provider 500 list – a ranking of the top integrators, service providers, and IT consultants in North America by services revenue.



**CDW Education is a partner you can trust. We currently support more than 15,000 K-12 school districts nationwide to inspire the next generations of innovative thinkers.**

## K-12 Education Expertise

CDW Education helps schools leverage technology to achieve great educational outcomes. With more than 200 government and education contracts, we are one of the nation's largest direct-response providers of multi-brand technology products and services.

For more than thirty years, we have closely monitored emerging technologies to ensure our solutions are always at the forefront of innovation. We proactively expand our catalog, certifications, and offerings to support your ever-evolving needs, and invest in the solutions that matter most to you, such as classroom transformation, device ecosystem, cybersecurity, AI, and school safety.

### We are a trusted technology partner to more than 15,000 K-12 schools.

#### Resources - Education Strategy Team

- **Education Strategists** work with you to understand your district's vision and goals to create customized solutions that improve teaching and learning.
- **Classroom Modernization Specialists**, focused on audiovisual solutions and classroom design, can support you through trainings, consultative calls, webinars, and more.

We guide customers through decisions on the platforms that run your districts and drive transformation. We have dedicated in-house technical resources aligned to K-12 solution areas to help you better understand and integrate technology into your educational goals. Our K-12 Education Strategy Team – comprised of former leaders in education – support districts in implementing digitally-enhanced education and can help you develop a vision for lasting change.

### We are a premier provider of Chromebooks to K-12 schools in the U.S.

In 2023, CDW Education deployed 1 out of every 3 Chromebooks into K-12 classrooms in the U.S. for a total of 2.5 million devices. We can support your full device lifecycle management needs and have experience handling complex deployments for the largest school districts in the country, even in adverse conditions.

#### A Partner You Can Trust – Even in Adverse Conditions

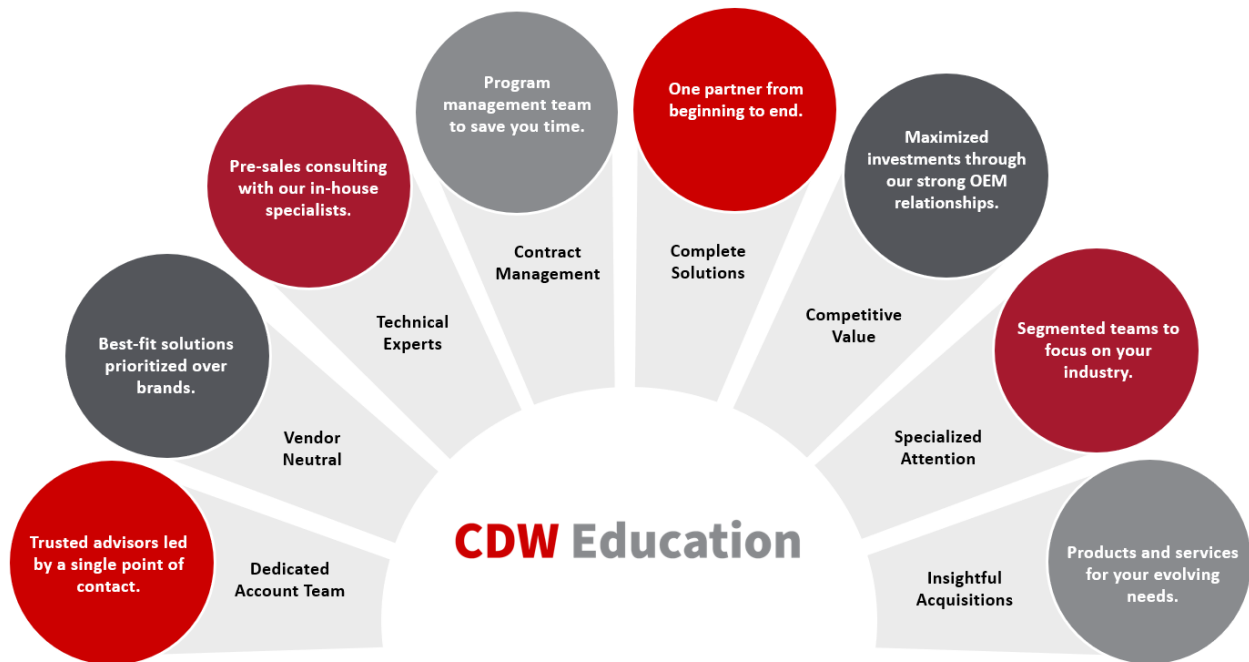
During a time of significant supply chain constraints, CDW Education delivered. One of the largest school districts in the country, Chicago Public Schools (CPS), relies on CDW Education to provide their students with Chromebooks. Like so many other districts across the nation, CPS needed to pivot to distance learning with the onset of COVID-19. To serve the needs of nearly 330,000 students, CPS required 1,000s of Chromebooks. Despite worldwide shortages, CDW Education was able to deliver 20,000 devices over four months on-site and on-time.

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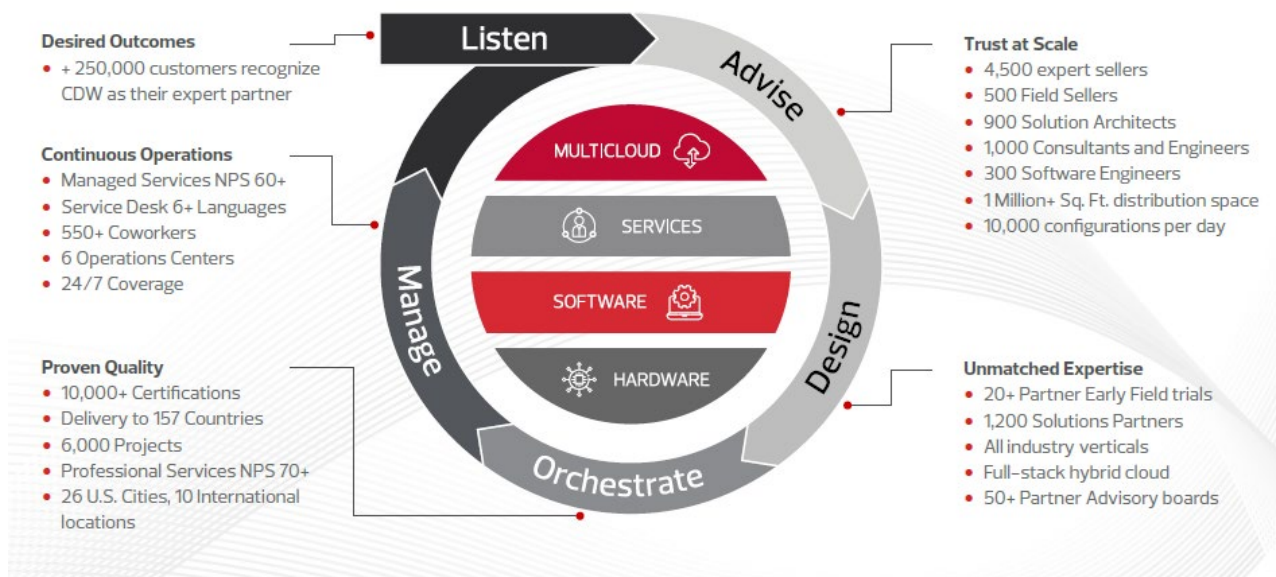
## Strengths, Best Practices, and Value

By aligning with CDW Education, your organization can take advantage of our strengths, best practices, and value-added services.



## Full Stack. Full Lifecycle. Full Outcomes.

We make complex solutions easy and efficient with our full life-cycle approach - **Listen, Advise, Design, Orchestrate, and Manage**.



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## Dedicated Support Resources

When you work with CDW Education, you have access to expertise that is not available within your organization. Our teams will tailor a piece of equipment or an entire network to deliver the most effective and sustainable results.

### Daily Account Management

Your CDW Education team is responsible for managing your procurement needs and overseeing all facets of your account. The team will establish a regular meeting cadence to discuss your current needs, IT standards, and long-term goals.

**Zac Lawhorn, Account Manager**

P: (312) 705-4540, E: [Zac.Lawhorn@cdwg.com](mailto:Zac.Lawhorn@cdwg.com)

**ATAE Name, Advanced Technology Account Executive**

P: Phone, E: [Email](#)

### Sales Leadership

Your CDW Education sales leaders help develop strategies that best serve your long-term success. They are also responsible for building and maintaining strong partner relationships that we can leverage to benefit your organization.

**Adam Greene, Sales Manager**

P: (847) 419-8297, E: [adagree@cdwg.com](mailto:adagree@cdwg.com)

**Field Sales Manager Name, Field Sales Manager**

P: Phone, E: [Email](#)

**Sales Director Name, Director of Area Sales**

P: Phone, E: [Email](#)

### Contract Management

Your CDW Education program manager will ensure compliance with our contract, as well as with all applicable government regulations.

**Program Manager Name, Program Manager Title**

P: Phone, E: [Email](#)

### Presales IT Expert Consultants

Your team engages our in-house value-added resources to help you develop the best solution for your unique needs, challenges, and long-term goals. Trained in specific technologies, solutions, and/or partner products, our specialists will work with you to offer the best advice and IT solutions.

## Strong Partnerships

When it comes to IT, we know you have many choices. With CDW Education, you will have the right partner to guide you. We will leverage our strong industry partnerships with leading manufacturers and service providers to help you obtain the best value for your complete IT solution. With more than 1,000 industry-leading vendor partners, we have one of the largest technology portfolios in the industry. Additional benefits include:

- **Product Insight.** We work closely with the leading manufacturers to review roadmaps and evaluate new models. This enables us to develop strategies for smooth upgrades and transitions, and directly informs our advice and recommendations to Garden City Public Schools.
- **In-House Expertise.** Our account managers and technical staff are regularly trained and certified by our manufacturing partners to ensure optimal product deployment and management in your environment.
- **Expedited Access.** Some of our top vendor partners staff representatives at CDW to facilitate requests for information and assist with solution design, giving you direct access to their expertise and insight.
- **Seamless Deployment.** Our account teams build strong relationships with our partners through regular communication and collaboration. This helps ensure a smooth deployment process from beginning to end.
- **Risk Mitigation.** We receive detailed insight into supply chain availability, manufacturing delays, distribution shortages, overstocks, and other disruptions. This allows us to better forecast product availability and plan for your needs.
- **Best Value Solutions.** We leverage our relationships to secure competitive prices and ensure we deliver the best value to maximize your investments.

For a full list of our vendor partners, please visit <https://www.cdw.com/content/cdw/en/brand.html>.



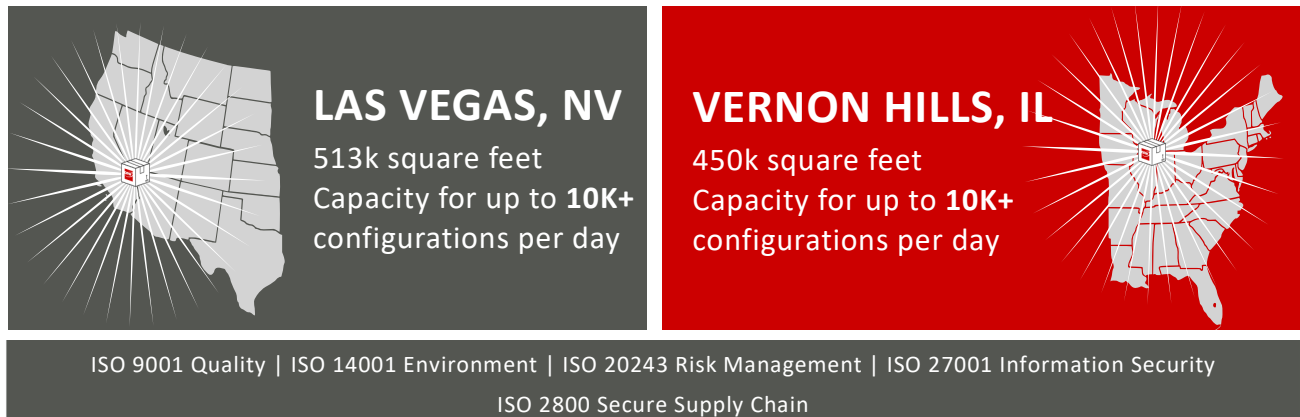
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## Simplify Your IT Journey

### Large In-Stock Inventory and In-House Services

A significant advantage we offer Garden City Public Schools is our ability to deliver the right products, at the right value, right when you need them. CDW has two large, strategically located distribution centers controlled by a state-of-the-art Warehouse Management System that ensures speed and accuracy throughout the order fulfillment and distribution processes (**Figure 2**). The Vernon Hills and North Las Vegas locations facilitate quick distribution of products, as well as provide configuration capabilities in-



*Figure 1 - Our distribution and configuration centers help ensure speed and accuracy throughout the project.*

house.

To supplement our direct purchasing model, CDW has developed strong affiliations with principal channel distributors. Our distribution centers are close to principal distributors; this enables us to quickly obtain competitively priced, non-stocked items.

### Streamline Your Experience

Your CDW Education team works closely with Garden City Public Schools's key stakeholders, as well as your selected manufacturers (OEMs) and service providers. We will be your single point of contact, facilitating communication and simplifying your experience.



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## All in One Place – Your Online CDW Account Portal

[CDW.com](https://www.cdw.com) is a full-commerce-enabled website, filterable by industry, with functions that include product search, browse and compare, checkout, and access to a digital account portal to manage your technology investments.

Your customizable Rubi portal serves as your trusted digital adviser. The evolution of your CDW Account Center, Rubi was developed in direct response to customer feedback.

Rubi helps you plan, procure, and manage assets across your technology lifecycle with greater confidence and less complexity. From one central portal, configurable for relevance, you can simplify the ordering process, access industry knowledge, and collaborate with technology experts to take more informed action on your investments.

### CDW'S DIGITAL PORTAL: RUBI

YOUR TRUSTED DIGITAL ADVISER

Plan, buy and manage your technology with the convenience of a personalized portal.

- **All in One Place**  
Your CDW team, order history, asset details, technology standards and pricing, all together
- **Take Action**  
Manage subscriptions, streamline repeat purchases and approve orders
- **Insights**  
Visibility into supply chains and product ETAs ensures well-timed technology implementations

**NEW! Rubi Mobile App**  
Act on quotes and purchases, view and track orders, and approve orders from anywhere



April 14<sup>th</sup>, 2025

The Board of Education, Unified School District #457, is requesting bids for **Twelve Extreme Switches & Support**. Bids must be mailed, emailed, or delivered to the office of the Director of Technology **by 9:00AM Monday, April 21, 2025**, and will be publicly opened at that time. A first read of the bid will take place at the board meeting on April 24, 2025 and board action will be taken on Monday, May 5, 2025 at the regular school board meeting. A bid specification sheet is listed on page 2 of this document and the following conditions apply:

- Pricing shall be FOB Garden City, KS.
- Award will be all to ONE vendor.
- The District reserves the right to reject any or all bids, to waive any informalities, irregularities or technical defects in bids, and unless otherwise specified by the District to accept any item or groups of items in the bid, as may be in the best interest of the District.
- Time (days, weeks, etc.) required for delivery is a significant consideration with respect to this award process. The time required for delivery must be indicated in the space provided or your bid may be found non-responsive and may not be considered.
- Bid shall include copies of pertinent warranty information pertaining to the product offered. The bidder agrees that equipment furnished under any resultant purchase order issued by Garden City Kansas Public Schools shall be covered by commercial warranties the contractor gives to any customer for such supplies. All warranty information and certificates shall be furnished and become the property of the District upon delivery and acceptance of said items and/or the contractor must honor services and all rights and remedies stated in the warranties.
- All items are new manufacture unless otherwise specifically stated in this bid.
- All installations will be warrantied for a year beyond substantial completion.
- All products must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles or items having defective workmanship are included.
- Bidder shall notify the District immediately of any changes to specifications made by the manufacturer for the equipment listed.
- Bid may not be considered if a service charge, minimum dollar or minimum quantity order is applied.
- Bidder shall acknowledge all addenda for this bid and include the form acknowledgements with their bid.
- Bids are to be sealed and marked "**BID – Extreme Switches**".

**Bids are to be sent to:**

Casey Wise, Director of Technology  
USD 457  
1205 Fleming  
Garden City, KS 67846

**OR**    ***cwise@gckschools.com***

If you should have any questions regarding this bid or the specifications, please contact me.

Best regards,

Casey Wise

**BID SPECIFICATIONS**

**Specifications:** The Following specifications are to serve as the minimum requirements for this solicitation, and should not be construed to exclude any other brand or model. Feel free to quote a comparable model/brand.

Product Number	Description	Qty
5420M-48W-4YE	ExtremeSwitching 5420M 48 10/100/1000BASET FDX/HDX 802.3bt 90W PoE 2 Stacking/SFP-DD 4 10/25G Unpopulated SFP28MACsec Capable includes Fan Module 2 Unpopulated Modular PSUSlots	12
XNACPWR-920W	920W AC Power Supply	24
USK12-STD-B-SC-EW-5Y	Extreme Platform One Standard Networking for Tier B includes ExtremeWorks Right-to-Use Subscription and TAC OS for One Tier B Device for 5 Years (US K-12)	12

**BID FORM**

By signing this bid form, the vendor certifies the equipment being offered meets or exceeds all requirements and conditions of the bid, special provisions and specifications. In compliance with the above and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item.

The undersigned certifies that no Federal, State, County or Municipal tax is included in the quoted prices and that none will be added. Public schools are EXEMPT. Exemption certificates will be provided upon request.

**Pricing** *(Unit Cost Including All Options and Less any Applicable Incentives)*

**Vendor Name:** Network Computer Solutions

**Extreme Switches** 5420M-48W-4YE

**How long to receive these (calendar days):** Stock Available: 7-14 Business Days

WE HEARBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

Signature: Grace Commons Date: 4/17/2025

Printed Name: Grace Commons Title: Account Manager

Email: gcommons@ncs-online.com

Addenda to Bid (Y/N)     

The undersigned bidder does, by their signature below, agree that they received the addenda; that they understand the content of the addenda and shall comply with all of the conditions of the addenda specified.

Bidders Signature:	Addenda #	Date
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**BID FORM**

BIDDER IS AN INDIVIDUAL-

Name of Individual: \_\_\_\_\_  
Name of Business: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Business Phone No.: \_\_\_\_\_  
Business Fax No.: \_\_\_\_\_

BIDDER IS A PARTNERSHIP-

Name of Partnership: \_\_\_\_\_  
Names of Principal Partners: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Business Phone No.: \_\_\_\_\_  
Business Fax No.: \_\_\_\_\_  
The full names of all partners: \_\_\_\_\_

BIDDER IS A CORPORATION-

Full Corporation Name: Network Computer Solutions  
State of Incorporation: Kansas  
Mailing Address: 1125 Westport Drive Manhattan KS 66502  
Business Phone No.: 785-776-9088  
Business Fax No.: N/A  
Name & Address of Resident Agent: Grace Commons  
1125 Westport Drive Manhattan KS 66502

**ATTACHMENT A - USD 457 STANDARD TERMS AND CONDITIONS**

1. **SCOPE:** The following terms and conditions shall prevail unless otherwise modified by the District within this bid document. The District reserves the right to reject any bid which takes exception to these terms and conditions.
2. **DEFINITIONS AS USED HEREIN:**
  - a. The term “bid request” means a solicitation of a formal sealed bid.
  - b. The term “bid” means the price offered by the bidder.
  - c. The term “bidder” means the offeror or vendor.
  - d. The term “District” means Unified School District No. 457.
  - e. The term “Board of Education” or “BOE” means the governing body of Unified School District No. 457.
3. **COMPLETING BID:** Bids must be submitted **ONLY** on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. **CONFIDENTIALITY OF BID INFORMATION:** Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked “Literature for Bid (Number).” Do **NOT** indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. **ACCURACY OF BID:** Each bid is publicly opened and is made part of the public record of the District. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. **SUBMISSION OF BID:** Bids are to be sealed and submitted to the Business Office located at the Educational Support Center, 1205 Fleming St, Garden City, KS prior to the date and time indicated on the cover sheet.
7. **ADDENDA:** All changes in connection with this bid will be issued by the Business Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. **LATE BIDS AND MODIFICATION OR WITHDRAWALS:** Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. **BIDS BINDING:** All bids submitted shall be binding upon the bidder if accepted by the District within sixty (60) calendar days after the bid opening.
10. **EQUIVALENT BIDS:** When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked “No Substitute.” Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the District.

11. **NEW MATERIALS, SUPPLIES AND EQUIPMENT:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. **WARRANTY:** Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the District by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
13. **METHOD OF AWARD AND NOTIFICATION:** Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the District.
14. The District reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an “all or nothing “basis if the bid is clearly designed as such or when it is determined to be in the best interest of the District.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by the District of a Purchase Order or other contractual document.
16. **DELIVERY TERMS:** All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. **DAMAGED AND/OR LATE SHIPMENTS:** The District has no obligation to accept damaged shipments and reserves the right to return at the vendor’s expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify the District of any late or delayed shipments. The District reserves the right to cancel all or any part of an order if the shipment is not made as promised.
18. **CREDIT TERMS:** Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. **SELLER'S INVOICE:** Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. **TAX EXEMPT:** The District is exempt from Federal, State and local taxes by KS-95R26L52. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
21. **SAFETY:** All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

22. **DISCLAIMER OR LIABILITY:** The District will not hold harmless or indemnify any bidder for any liability whatsoever.
23. **TERMINATION RIGHTS:** The District shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the vendor.
24. **HOLD HARMLESS:** The vendor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities or every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

**NO MUTUAL INDEMNIFICATION:**

K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.

- (a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.
  - (b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.
  - (c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.
25. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
  26. **ANTI-DISCRIMINATION CLAUSE:** No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.
  27. Each bid that must be accompanied by a bid bond that is equal to 5% of the total base bid, payable to Garden City Public Schools – USD 457.
  28. For all projects that exceed \$100,000 a performance and payment bond must be included in the bid price.

# Extreme Networks Product Warranty Summary

**Introduction:** This is a summary of warranty information for Extreme's products. The table below provides general product warranty information by product family. Please refer to the [Extreme Warranty Finder](#) for specific warranty information for product SKUs. In cases where the product warranty information in the table below differs from the warranty information in the Warranty Finder for a specific product, the warranty in the Warranty Finder will apply.

Extreme's Product Warranty Policy is available at [Extreme Policies and Warranties](#).

**GTAC Support:** The Extreme GTAC delivery of service under warranty provides troubleshooting assistance only for product conformance with its published Documentation and hardware and software defects. To receive service from

Extreme's GTAC for priority assistance, 24x7x365 support, troubleshooting and guidance with set up, configuration, interoperability or any additional advance technical troubleshooting, your product must be covered under an active ExtremeWorks service support contract. For complete details regarding the difference between GTAC service delivery under warranty versus a support contract, please visit [Extreme's Maintenance Services](#) site.

**Freemium Content:** For customers who do not have warranty or service contract coverage, there are free resources available for assistance. These services include our [HUB community](#) and the [knowledge base](#). These self-service support options provide technical advice, feedback or recommendations to assist customers who are operating Extreme Network products and solutions.

## Extreme Product Warranty Summary

Data Center Switching						
Product Family	Hardware Duration <sup>8</sup>	Hardware Replacement <sup>6,7</sup>	Technical Support <sup>1,2,8</sup>	Software OS Releases <sup>4,8</sup>	Portal <sup>3,8</sup>	Warranty Name
SLX, MLX, VDX, CER	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
Optics	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
BD8K, BDX	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
BFO, BNA, NVA	N/A	N/A	90 Days	90 Days	90 Days	Software Warranty
9920 NPB	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
Campus Switching						
Product Family	Hardware Duration <sup>8</sup>	Hardware Replacement <sup>6,7</sup>	Technical Support <sup>1,2,8</sup>	Software OS Releases <sup>4,8</sup>	Portal <sup>3,8</sup>	Warranty Name
8000 Series	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
7000 Series	Lifetime	Advance Replacement	90 Days	Lifetime updates and upgrades <sup>5</sup>	Lifetime	Universal LLW
5000 Series, 4000 Series	Lifetime	Advance Replacement	90 days	Lifetime updates and upgrades <sup>5</sup>	Lifetime	Universal LLW
VSP7400, VSP4900, X695, X465, X435, V400, V300, sold after 10/1/2020	Lifetime	Advance Replacement	90 days	Lifetime updates and upgrades <sup>5</sup>	Lifetime	Universal LLW
VSP 8600, 8400	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
X460-G2, X450-G2, X440-G2, X620	Lifetime	Advance Replacement	Lifetime	Lifetime updates and upgrades <sup>5</sup>	Lifetime	Limited Lifetime Warranty With Advanced Hardware Replacement - 2
VSP7400, 4900 (10G) sold prior to 10/1/2020	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
ERS 5900, 4900, 4800, 3600, 3500	Lifetime	Advance Replacement	Lifetime	Lifetime updates and upgrades <sup>5</sup>	Lifetime	Limited Lifetime Warranty With Advanced Hardware Replacement - 2
VSP 8200, 7200, 4800, 4400	Lifetime	Advance Replacement	Lifetime	Lifetime updates <sup>5</sup>	Lifetime	Limited Lifetime Warranty With Advanced Hardware Replacement
VSP 4900 (excluding 10G) sold prior to 10/1/2020	Lifetime	Advance Replacement	Lifetime	Lifetime updates <sup>5</sup>	Lifetime	Limited Lifetime Warranty With Express Advanced Hardware Replacement

## Extreme Product Warranty Summary (cont.)

Campus Switching (cont.)						
Product Family	Hardware Duration <sup>8</sup>	Hardware Replacement <sup>6,7</sup>	Technical Support <sup>1,2,8</sup>	Software OS Releases <sup>4,8</sup>	Portal <sup>3,8</sup>	Warranty Name
X465, X435 sold prior to 10/1/2020	Lifetime	Advance Replacement	Lifetime	Lifetime updates <sup>5</sup>	Lifetime	Limited Lifetime Warranty With Advanced Hardware Replacement
V300, V400 sold prior to 10/1/2020	Lifetime	Advance Replacement	Lifetime	Lifetime updates <sup>5</sup>	Lifetime	Limited Lifetime Warranty With Advanced Hardware Replacement
XA 14xx	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
X480, X590, X650, X670, X670V, X670-G2, X690, X770, X870	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
X695 sold prior to 10/1/2020	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
X430, X440, X460	Lifetime	Advance Replacement	Lifetime	Lifetime updates <sup>5</sup>	Lifetime	Limited Lifetime Warranty With Advanced Hardware Replacement
Optics and cables	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
Accessories, LRM/MACsec Adapter	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
E4G-200, E4G-400	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
S-Series	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
K-Series	Lifetime	Adv. Replacement 10 Day Ship	Lifetime	Lifetime updates and upgrades <sup>5</sup>	Lifetime	Lifetime Warranty - 10 Business Day Ship
Fastpath 210, 200	Lifetime	Advance Replacement	1 Year <sup>9</sup>	Lifetime updates <sup>5</sup>	Lifetime	Limited Lifetime Warranty With Advanced Hardware Replacement - B
ISW Switch	5 Years	Return and Replace	5 Years	2 years updates	5 Years	5 Year Warranty
7100	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
Wireless						
Product Family	Hardware Duration <sup>8</sup>	Hardware Replacement <sup>6,7</sup>	Technical Support <sup>1,2,8</sup>	Software OS Releases <sup>4,8</sup>	Portal <sup>3,8</sup>	Warranty Name
AP305C, AP305CX (sold after March 22, 2021), AP305C-1	Lifetime	Advance Replacement	90 Days	Lifetime Updates and Upgrades <sup>5</sup>	Lifetime	Universal LLW
AP410C, AP460C, AP460S6C, AP460S12C (sold after June 1, 2021), AP410C-1	Lifetime	Advance Replacement	90 Days	Lifetime Updates and Upgrades <sup>5</sup>	Lifetime	Universal LLW
AP305C/CX-FCC - sold prior to March 22, 2021	Lifetime	Advance Replacement	90 Days	90 Days	Lifetime	Limited Lifetime Warranty - AHR only
AP410C-FCC, AP460C-FCC, AP460CS6-FCC, AP460S12-FCC - sold prior to June 1, 2021	Lifetime	Advance Replacement	90 Days	90 Days	Lifetime	Limited Lifetime Warranty - AHR only
AP302W, AP510C-WW, AP510CX-WW	Lifetime	Advance Replacement	90 Days	Lifetime Updates and Upgrades <sup>5</sup>	Lifetime	Universal LLW
SR2xxx, BR, XR	Lifetime	Return and Replace	90 Days	90 Days	Lifetime	Limited Lifetime Warranty (WiNG)
Identify Wireless AP3935, AP3912, AP3915 Indoor AP	Lifetime	Advance Replacement	Lifetime	Lifetime Updates and Upgrades <sup>5</sup>	Lifetime	Limited Lifetime Warranty with Express Advanced Hardware Replacement-2
Identify Wireless AP3916 Indoor AP	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
Identify Wireless AP3965, AP3917 Outdoor AP	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
Accessories, Antennas, Cables, Mounting	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
AP360, AP460, AP560 Outdoor AP	1 Year	Return and Replace	90 Days	90 Days	1 Year	1 Year Warranty WiNG
AP310i/e, AP410i/e, AP505i, AP510i/e, AP310i-1, AP410i-1, AP510i-1 indoor AP	Lifetime	Return and Replace	90 Days	90 Days	Lifetime	Limited Lifetime Warranty (WiNG)
AP7522, AP7532, AP7602, AP7622, AP8432, AP8533, AP7612, AP7632 Indoor AP	Lifetime	Return and Replace	90 Days	90 Days	Lifetime	Limited Lifetime Warranty (WiNG)
AP7562, AP7662, AP8163 Outdoor AP	1 Year	Return and Replace	90 Days	90 Days	1 Year	1 Year Warranty WiNG
AH-AP-xxx, AH-ATOM-xx, APxxx Indoor AP unless otherwise noted	Lifetime	Return and Replace	90 Days	90 Days	Lifetime	Limited Lifetime Warranty WiNG
WiNG Wireless Accessories, Antennas, Cables	1 Month	Return and Replace	N/A	N/A	N/A	1 Month Warranty WiNG
Optics	1 Year	Return and Replace	90 Days	90 Days	1 Year	1 Year Warranty WiNG

## Extreme Product Warranty Summary (cont.)

Wireless (cont.)						
Controllers, Appliances, Servers, Power Supplies, Accessories	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
Select APs (AH-AP-xxx-FCC, APxxxC/CX-FCC) - See Price List	Lifetime	Advance Replacement	90 Days	90 Days	Lifetime	Limited Lifetime Warranty-AHR Only
AP3000/AP3000X-WW, AP4000-WW, AP4000-1-WW	Lifetime	Advance Replacement	90 Days	Lifetime Updates and Upgrades <sup>5</sup>	Lifetime	Universal LLW
AP5010-WW, AP5020-WW, AP4020-WW	Lifetime	Advance Replacement	90 Days	Lifetime Updates and Upgrades <sup>5</sup>	Lifetime	Universal LLW
AP5050U/D-WW, AP4060-WW	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
Applications and Licenses						
Product Family	Hardware Duration <sup>8</sup>	Hardware Replacement <sup>6,7</sup>	Technical Support <sup>1,2,8</sup>	Software OS Releases <sup>4,8</sup>	Portal <sup>3,8</sup>	Warranty Name
Applications	N/A	N/A	90 Days	90 Days	90 Days	Software Warranty
Licenses	N/A	N/A	90 Days	90 Days	90 Days	Software Warranty
Purview AppID PV-x	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty
ExtremeManagement Appliance, ExtremeControl Appliance	1 Year	Return and Replace	1 Year	90 Days	Lifetime	1 Year Warranty

WAN Edge and SD-WAN						
Product Family	Hardware Duration <sup>8</sup>	Hardware Replacement <sup>6,7</sup>	Technical Support <sup>1,2,8</sup>	Software OS Releases <sup>4,8</sup>	Portal <sup>3,8</sup>	Warranty Name
ExtremeCloud SD-WAN, MSP SD-WAN, Ipanema Appliances	1 Year	Return and Replace	1 Year	90 days	Lifetime	1 Year Warranty
Ipanema Software Licenses	NA	NA	90 days	90 days	90 days	Software Warranty

- Access to Extreme's GTAC for product warranty support line via email, web form or telephone is available from 8 AM to 5 PM (Monday to Friday) local End User's time for the purpose of confirming product conformance and diagnosing of basic hardware and software defects.
- Services Not Included.** Installation, network design and troubleshooting, configuration recommendations, complex topologies, consultation, and optimization services are not covered under product warranty, but are available for purchase through Extreme's authorized channel partners.
- Access to [Extreme Customer Support](#) website, which may include, but is not limited to: (i) information about status and/or review of known hardware and/or software issues/problems, (ii) access to technical documentation, (iii) the ability to log a case, (iv) information about the status of outstanding product RMAs.
- Certain products are entitled to publicly available Base Operational Software or Base Operational Software Upgrades and/or Updates that Extreme may develop and generally release on covered products, for the warranty period. "Base Operational Software" means embedded software that is required to operate an Extreme-branded network device product and is offered for sale as an inclusive component of such hardware network device product. Customers who desire specific feature updates, patches and fixes to be prioritized into future releases should purchase the appropriate support services from Extreme. Note that certain Extreme products require an active SaaS Subscription in order to be configured, managed, and/or operated. An active SaaS subscription may also be required for certain software features to be enabled. Please refer to the product fact sheet and documentation for details.
- Software release versions are indicated by A.B.C. "A" indicates a Major Release Number. Major software releases are **Upgrades**. "B" and "C" indicate Minor (sustaining) and Maintenance Release Numbers. Minor and Maintenance releases are Updates.
- Advance Replacement**
  - Extreme will process the Return Material Authorization (RMA) relating to the defective product per the Advanced Replacement Warranty RMA Times section of the Extreme Networks Service Availability Matrix at [Extreme Policies and Warranties](#), Monday through Friday, in order for the replacement

product to ship by the end of day of the Next Business Day. Otherwise Second Business Day shipment will be provided.

- b. The replacement part will be shipped via economy service with shipping charges prepaid. Shipments are designed to achieve delivery to the customer within 5 to 10 business days from an Extreme regional parts depot. Variation in business delivery days is possible depending on country of destination or geographical location with the country or other factors.
- c. Extreme will pay for the return freight of defective products from Customer to Extreme, including any applicable taxes, duties and custom fees to country of shipment destination. Any government or brokers fees associated with the return of products from Customer to Extreme in the country of origin is the Customer's responsibility. Customer must be the Exporter of Record for all product returns to Extreme. Extreme pays the freight of the product shipped to customer, excluding any applicable taxes, duties and custom fees in Customer's destination country. Extreme will not be the importer of record on any shipments to Customer.
- d. Customer is responsible for returning the defective Product to an Extreme-authorized return facility. If Customer fails to return the defective Product within ten (10) business days of receipt of the replacement Product, Extreme reserves the right to invoice the customer at the List Price of the defective Product or product component.

## 7. Return and Replace

- a. Extreme will make commercially reasonable efforts to ship a repaired or replacement Product within ten (10) business days (depending upon affected product) of receipt of the defective Product at an Extreme facility.
- b. The replacement product will be shipped via economy service with shipping charges prepaid. Shipments are designed to achieve delivery to the customer within 5 to 10 business days from an Extreme regional parts depot. Variation in business delivery days is possible, depending on country of destination or geographical location within the country or other factors.

- c. Customer pays for the return freight of the product to Extreme's designated location, including any applicable taxes, duties and custom fees in both country of origin and destination. Customer must be the Exporter of Record for all product returns to Extreme. Extreme pays the freight of the product shipped to Customer, excluding any applicable taxes, duties and custom fees. Customer must be the Importer of Record for all product returns to Customer.
- 8. **Product Lifetime** – Except where otherwise defined, a period of time commencing on the warranty start date and ending five years from the Product's announced end-of-sale date in accordance with Extreme's End of Life policy at [Extreme Policies and Warranties](#). The end-of-sale dates are defined in the Extreme End of Life Policy. **Exceptions:** Extreme Wireless Controllers Product Lifetime warranty duration is one year from the Product's end-of-sale date. Wireless LAN 9100 Product Limited Lifetime warranty duration is three years from the Product's end-of-sale date.
  - 9. **Global Technical Support** – Provided via: Telephone, Online Support Portal and email for first 12 months (from Warranty Start Date), Online Support Portal and email support for remainder of Warranty Period.



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# Standard Product Warranty Policy

## The Start Date of the Warranty

As used in this Warranty Policy, the Start Date is (i) the date of shipment from Extreme Networks (“Extreme”) or (ii) in the case of resale from an Authorized Distributor, the date of shipment from an Authorized Distributor.

**Defined Terms.** Capitalized terms in this Warranty Policy are defined in the Definitions section of this document.

## Limited Hardware Warranty and Remedy

Extreme warrants that the Hardware will be free from defects in material and workmanship under normal authorized use, consistent with Extreme’s then-current published Documentation. This warranty is subject to the limitations and conditions set forth in this policy. The warranty extends only to the original Customer.

During the Warranty Period, Extreme, at its option, shall repair or replace the non-conforming Hardware, or refund the fees paid for such Hardware following return of the non-conforming Hardware. Hardware replacements may be refurbished, or new equipment substituted at Extreme’s option. Extreme may replace failed Hardware that has been discontinued or is otherwise unavailable with Hardware which is, in Extreme’s sole opinion, functionally equivalent to the failed Hardware. This warranty remedy is exclusive and is conditioned upon Extreme being notified in writing of the non-conforming Hardware within the Warranty Period.

## Limited Software Warranty and Remedy

Extreme warrants that the Software will perform substantially in accordance with its published Documentation for a period of ninety (90) days from the Start Date or the date of Your initial download of the Software from Extreme’s website, as applicable, or such other minimum period required under applicable law.  
THIS LIMITED WARRANTY

APPLIES ONLY TO THE ORIGINAL END USER PURCHASER AND NOT TO A SUBSEQUENT PURCHASER OR USER. Refer to Extreme’s [End User License Agreement \(EULA\)](#) for additional terms and conditions related to the Limited Software Warranty.

## Warranty Exclusions

- A. The warranties set forth above shall not apply to:
- i. any third-party software or hardware, whether or not such third-party software or hardware is or was provided by Extreme;
  - ii. any Products that have been modified or repaired by anyone or any entity other than Extreme or as authorized by Extreme in writing;
  - iii. any Products that have not been maintained in accordance with the Documentation or other operating instructions supplied by Extreme;
  - iv. any Products that have been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident;
  - v. Products that are used for beta, evaluation, testing or demonstration purposes or other situations whereby Extreme has not received payment of a purchase price or license fees, and in such cases, the Products are provided “AS IS” with all faults and without warranty of any kind, express or implied, and
  - vi. Expendable parts, such as fuses, lamps, filters, batteries, and other parts that are regularly replaced due to normal use.
- B. The Products are not designed or intended for use in:
- i. the design, construction, operation or maintenance of any nuclear facility,
  - ii. navigating or operating aircraft; or
  - iii. operating life-support or life-critical medical equipment, and Extreme disclaims any express or implied warranty of fitness for such uses.

- C. Extreme's warranty obligations do not include:
- i. Installation or reinstallation
  - ii. Configuration
  - iii. Maintenance services
  - iv. Professional services including but not limited to consulting, network design, optimization, complex topologies, and training.

Additionally, no warranty shall apply beyond the published End of Support date for the Products, as outlined in Extreme's End of Life Policy as set forth at [Extreme Policies and Warranties](#).

## Warranty Assumptions

Extreme is not responsible for delays related to export or customs regulations or processes, in the event of a force majeure event, or due to transportation issues. Actual Product delivery times may vary depending on specific Customer location(s).

Replacement Products will be warranted for the remaining warranty period of the original Products that were replaced, and may be new, refurbished or functionally equivalent products.

As to Products repaired or replaced during the original warranty period for such Product, the warranty period for the replacement Product or the repaired Product shall terminate thirty (30) days after shipment to the Customer or upon the termination of the original warranty period, whichever is longer.

A replacement Product will be at the then-current minimum hardware, software and software release levels as published by Extreme for the Product being replaced.

For Products that are sold in a "bundled" manner or as an appliance as defined in Extreme's published price list, the warranty is per each individual Product part number that comprises the bundle, unless otherwise noted in the price list.

## Warranty Disclaimer.

EXCEPT FOR THE EXPRESS LIMITED WARRANTIES AND CONDITIONS SET FORTH HEREIN AND IN THE EULA, EXTREME MAKES NO OTHER WARRANTIES OR CONDITIONS RELATING TO THE PRODUCTS, AND EXPRESSLY DISCLAIMS AND EXCLUDES ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT,

SATISFACTORY QUALITY, NON-INTERFERENCE, OR WARRANTIES OR OBLIGATIONS ARISING FROM A COURSE OF DEALING, USAGE OF TRADE PRACTICE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

EXTREME DOES NOT WARRANT THAT THE SOFTWARE IS FREE OF INACCURACIES, ERRORS, BUGS, VIRUSES, INTERRUPTIONS OR OTHER HARMFUL COMPONENTS OR PROGRAM LIMITATIONS OR THAT ALL ERRORS WILL BE CORRECTED. EXTREME ALSO DOES NOT WARRANT THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE THREATS OR THAT THE SOFTWARE OR ANY EQUIPMENT, SYSTEM OR NETWORK ON WHICH THE SOFTWARE IS USED, WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. EXTREME IS NOT RESPONSIBLE FOR ANY DELAYS, FAILURES OR ANY LOSS OR DAMAGE RESULTING FROM THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES, INCLUDING THE INTERNET, AND YOU ACKNOWLEDGE THAT THE SOFTWARE AND DOCUMENTATION MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATION FACILITIES.

TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD OR OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

## Limitation Of Liability.

TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL EXTREME NETWORKS OR ITS AFFILIATES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY LOSS OF USE OR BUSINESS OR ANTICIPATED SALES OR SAVINGS, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST GOODWILL, LOSS OR CORRUPTION OF DATA, OR INDIRECT, SPECIAL, HYBRID, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF EXTREME NETWORKS, ITS AFFILIATES, SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND WHETHER OR NOT ANY REMEDY PROVIDED SHOULD FAIL OF ITS ESSENTIAL PURPOSE. EXTREME'S TOTAL

CUMULATIVE LIABILITY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO, AND WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT PAID BY CUSTOMER. EXTREME NETWORKS SHALL NOT BE LIABLE FOR CUSTOMER'S OR ANY THIRD PARTY SOFTWARE, FIRMWARE, INFORMATION, OR MEMORY DATA CONTAINED IN, SORTED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO EXTREME, WHETHER OR NOT SUCH PRODUCT IS UNDER WARRANTY.

## Product Returns

Customer is responsible for returning the defective Product to an Extreme-authorized return facility. In the event that Customer fails to return the defective Product within ten (10) business days of receipt of the replacement Product, Extreme reserves the right to invoice the Customer at the list price of the defective Product or product component.

## Definitions

As used in this warranty policy, capitalized terms have the following meaning(s):

**Customer** means the original end user purchaser of the Extreme Hardware and Software Product(s) from an Extreme-authorized reseller or directly from Extreme.

**Documentation** means the then-current Extreme data sheet for the Product that Extreme makes available on [www.extremenetworks.com](http://www.extremenetworks.com).

**Hardware** means the Extreme hardware product on which Software is embedded or operates.

**Products** means an Extreme Hardware Product and/or Software that Extreme makes commercially available for purchase and license (in the case of Software).

**Software** means software in object code made commercially available by Extreme and subject to Extreme's End User Software License Agreement (EULA) in effect at the time of Customer's purchase of the license.

**Warranty Start Date** means (i) the date of shipment from Extreme or (ii) in the case of resale from an Authorized Distributor, the date of shipment from an Authorized Distributor.



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1125 Westport Dr. Manhattan, KS 66502  
(785) 776-9088  
Fax (785) 380-2044  
Toll Free: 1-888-776-9088

## School References

The following list is references of current school districts that utilize NCS installed wired and wireless systems.

### **USD 263 Mulvane - ERate**

628 Mulvane St.  
Mulvane, KS 67110  
Thomas Schmitz  
P: 316-777-1102  
[tschmitz@usd263.org](mailto:tschmitz@usd263.org)

### **USD 210 Hugoton Schools - ERate**

205 E. 6th Street  
Hugoton, KS 67951  
Stuart Scott  
P: 620-544-7414  
[sscott@usd210.org](mailto:sscott@usd210.org)

### **USD 322 Onaga Schools**

500 High Street  
Onaga, KS 66521  
Darren Reith  
P: 785-889-4251  
[reithd@usd322.org](mailto:reithd@usd322.org)

### **USD 379 Clay Center School District**

PO Box 97  
Clay Center, KS 67432  
Ben Last  
P: 785-632-3176  
[benlast@usd379.org](mailto:benlast@usd379.org)

### **USD 407 Russell Schools - ERate**

802 Main  
Russell, KS 67665  
Cory Funk  
P: 785-483-1860  
[cfunk@usd407.org](mailto:cfunk@usd407.org)

### **USD 202 Turner Schools - ERate**

800 S. 55<sup>th</sup> Street  
Kansas City, KS 66106  
Scott Keberlein  
P: 913-288-4162  
[keberleins@trunerusd202.org](mailto:keberleins@trunerusd202.org)

### **USD 216 Deerfield – E-Rate**

803 Beech  
Deerfield, KS 67838  
Dan Eslinger  
P: 620-426-8401  
[dan.eslinger@usd216.org](mailto:dan.eslinger@usd216.org)

### **USD 340 Jefferson West - ERate**

601 E. Wyandotte  
Meriden, KS 66512  
Pat Happer  
P: 785-484-3444  
[pat.happer@usd340.org](mailto:pat.happer@usd340.org)

### **USD 489 Hays School District - ERate**

323 W. 12<sup>th</sup> Street  
Hays, KS 67601  
Scott Summers  
P: 785-623-2400  
[ssummers@usd489.com](mailto:ssummers@usd489.com)

### **USD 500 Kansas City Public Schools - ERate**

2010 North 59<sup>th</sup> Street  
Kansas City, KS 66104  
Joe Fives  
P: 913-279-2286  
[jofives@kckps.org](mailto:jofives@kckps.org)

# Network Computer Solutions



PO Box 852  
Manhattan, KS 66505

785-776-9088

# Estimate

Date	Estimate #
4/17/2025	23666

Name / Address
USD 457 Garden City 1205 Fleming St. Garden City, KS 67846

\* This is an Estimate ONLY - Please do NOT pay \*

Rep	Bid Number	Job #

Description	Qty	Total
Bid Response for RFP Extreme Switches		
5420M-48W-4YE - ExtremeSwitching 5420M 48 x 10/100/1000BASE-T FDX/HDX 802.3bt 90W PoE 2 stacking/SFP-DD 4 10/25G unpopulated SFP28 MACsec capable includes fan module 2 unpopulated modular PSU slots. Includes 1 year XIQ subscription	12	51,619.68
XN-ACPWR-920W - Extreme Networks - Power supply (internal) - 920 Watt - for Extreme Networks 5420F, 5420M	24	14,469.84
USK12-STD-B-S-C-EW-5Y - ExtremeCloud - IQ Pilot with AI Expert; ExtremeWorks Right-to-Use Subscription and TAC OS for One Tier B Device for 5 Years (US K-12)	12	9,233.28
ALL SHIPPING INCLUDED		

	<b>Subtotal</b>	\$75,322.80
	<b>Sales Tax (8.95%)</b>	\$0.00
	<b>Total</b>	\$75,322.80

\*NCS return policy is governed by our distributors. Any returned item opened or factory seal broken will not be accepted. Restocking and/or shipping fees will be applied.