

## Request to Approve Tower Maintenance Contract

**Recommendation:**

Staff recommends approval of a contract with JTS for tower maintenance and support services in the amount of \$110,155.90.

**Summary:**

JTS was the original installer of microwave tower equipment and is familiar with Northland Pioneer College (NPC) tower locations and needs. With equipment manufacturer, Huawei, no longer able to import to the United States support services are difficult to find. As noted in the attached documentation JTS is recommended as a sole source provider after publication by the Procurement department turned up no other options.

NPC has a supply of replacement parts but would rely on JTS for removal of defective equipment and installation of the replacement to keep the, currently critical, towers operating. The cost for a one-year service level agreement is \$56,606.20, combined with maintenance check up cost of \$53,549.70, for a total of \$110,155.90.



If Requester deems their request to be a Sole Source, Requester must provide a minimum of one (1) competitive quote that indicates discount(s) District is receiving along with completed Sole Source Justification form to Purchasing for review and approval. Competitive quotes are the best way to show that the price is “fair and reasonable”. If competitive quotes were not secured, then there should be an explanation of the method used to determine the reasonableness of the price and technical reasons for selecting the suggested supplier. Completion of this form does not guarantee an automatic approval of the “Sole Source” justification. Purchasing will review the justification form prior to submission to the Chief Business officer for final determination of sole source justification. Please complete the following (additional pages may be attached for further documentation):

Purchase Requisition # \_\_\_\_\_ Date: \_\_\_\_\_  
 Requester’s Name: Dr. Chato Hazelbaker Phone: 928-524-7420  
 Department: Acting TAS CIO E-mail: Chato.Hazelbaker@npc.edu  
 Requester’s Signature \_\_\_\_\_ Dean’s Signature \_\_\_\_\_

**NOTE: Sole Source Justification form must be submitted to the Purchasing Department for review and final approval. (See Guide to Submitting Sole Source Justification for details on process and timeline).**

**I am requesting this purchase as a sole source because (check if applies):**

- Vendor is sole provider of licensed or patented goods or services
- Match existing/compatible with my existing equipment:  
 SJDC ASSET # \_\_\_\_\_ Serial # \_\_\_\_\_
  - As a replacement or repair part  to match existing equipment (standards)
  - As an accessory or option
  - As a component to be interfaced with the existing equipment

Vendor is a sole provider of factory-authorized warranty service

Maintenance is from the original equipment manufacturer

**The purchase will be used for:**  Classroom/teaching  Maintenance/repair

Other (specify) \_\_\_\_\_

**Name of Academic, Curriculum and/or Research:** \_\_\_\_\_

**The purchase will meet the standards advocated by the following (provide the name(s) of center/organization):** \_\_\_\_\_

**What are the unique performance factors of the product specified (list each factor individually with an explanation of its purpose)?**

JTS provides trusted support services to NPC at NPC microwave communications tower sites as the original installer and support service of the Huawei network equipment in use at NPC.  
 Huawei can no longer import replacement parts or provide support so service is EXTREMELY difficult to find.  
 NPC has the replacement parts so we rely on JTS to remove and install these components as our original Huawei authorized vendor and service provider.

**Why are these specific factors required (attach specification sheet if available)?**

Huawei specific equipment knowledge and understanding.  
 Experience and familiarity with NPC communications tower sites on and off White River Apache Indian Res.  
 JTS knows our FCC call signs and frequencies intimately, how they are assigned and configured for NPC Huawei configurations.

**What other products have been examined and rejected and why?**

N/A

**Why is the acquisition restricted to this good/service/supplier?**

***Product is uniquely compatible with existing equipments/systems; change of provider would result in an interruption of critical network communications maintenance services thus impacting NPC College business and reputation.***

**Provide the background of events leading to this acquisition.**

JTS installed the current NPC microwave equipment in 2018 and is familiar with the remote locations and mountain terrain where NPC communications towers are located.  
 JTS has the resources and authorization to go to those varied and difficult to access remote locations.

**What are the consequences of not having this sole source approved and going out for full and open competition? (Describe in detail the impact to the department and to the programs)**

If the equipment isn't properly re-aligned & maintained, the microwave links will not provide the expected through-put and quality of service needed to keep the college functioning at current centers and campuses.  
 At this time NPC has one link that needs attention due to intermittent signal loss and JTS has the expertise familiarity and resources to troubleshoot and resolve the issue.

**ATTACHMENT 1- GENERAL SPECIFICATIONS**

List the general specifications for your Sole Source Justification request.

NOTE: Do not provide specifications from a specific vendor as this can disadvantage & limit the number of vendors who could provide a bid. It is imperative that NPC demonstrates a fair and impartial competitive acquisition process.

- \* Huawei authorized seller and service provider in the U.S.A.
- \* Must have knowledge of NPC FCC call signs & frequencies and properly configure & troubleshoot Huawei equipment.
- \* Must have and show proof of current Tower Authorized Competent Climber/Rescuer & Competent Rigger authorization.
- \* Must have resources and ability to safely access remote AZ tower communication sites
- \* Must have proper tower climbing equipment to safely access and rig equipment at heights in inclement weather.
- \* Must have authorization to access and work on the Arizona White Mountain Apache Indian Reservation.

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***Forward to Purchasing Department***

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*Purchasing Department Use Only*

**Describe the uniqueness of the acquisition (why was the good/service/supplier chosen?)**

Selected vendor has intimate knowledge of system stemming from history of installation, test and previous maintenance activity.

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**What other Community College Districts have utilized this vendor as a Sole Source Purchase?**

None identified.

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**What are the consequences of not purchasing the good/service or contracting with the proposed supplier?**

Potential system downtime/disruption of service during on-boarding phase of alternate vendor.

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**What market research was conducted to substantiate no competition, including evaluation of other items considered? (Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable, the names, phone numbers and addresses of suppliers contacted and the reasons for not considering them must be included or an explanation of why the survey or effort to identify other goods/services was not performed. Be sure to specify the reasons for not meeting specifications.)**

Limited - Previous service agreement based upon system installation agreement with limited competition.

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**Please describe and provide estimates and methodology for total ownership costs that will be required each year beyond this initial acquisition.**

Information available indicates cost increases closely follow cpi.

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**Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.**

Based upon history and unique familiarity of system, option supports minimum downtime mission goal.

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**Names of other Vendors who can furnish similar products:**

**Vendor Name**

None identified.

**Essential Requirement(s) Vendor Unable to Provide**

Publish notice of intent to sole source to identify potential options.

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**Buyer's Sole Source verification research/results:**

Confirmed (specify or attach backup documents)

Denied (specify reason for denial)

# RFC 22-02 - Intent to Sole Source - NPC Microwave Communications Tower Maintenance

## Project Overview

Project Details	
Reference ID	RFC 22-02
Project Name	Intent to Sole Source - NPC Microwave Communications Tower Maintenance
Project Owner	Robert Johnson
Project Type	RFC
Department	Purchasing
Budget	\$0.00 - \$0.00
Project Description	Intent to Sole Source - NPC Microwave Communications Tower Maintenance. Qualified service providers are invited to respond with information for consideration stating capabilities to meet basic requirements provided.
Open Date	Apr 12, 2022 2:00 PM MST
Close Date	Apr 27, 2022 3:00 PM MST

Opportunity Funnel	
<i>Department</i>	<b>IT</b>
<i>Project</i>	<b>Intent to Sole Source - NPC Microwave Communications Tower Maintenance</b>
<i>Ref. #</i>	<b>RFC 22-02</b>
<i>Project Type</i>	<b>RFC</b>
<i># Vendor Invitations</i>	<b>236</b>
<i># Document Takers</i>	<b>8</b>
<i># Submissions Created</i>	<b>0</b>

Highest Scoring Supplier	Score
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## No Submissions

### Conflict of Interest

# Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: \* has direct or indirect financial interest in the award of the contract to any proponent; \* is currently employed by, or is a consultant to or under contract to a proponent; \* is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, \* has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
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## No Submissions

## Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
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**No Submissions**

## Sole Source Justification Form

Request for Quotes submitted date (Public Purchase): N/A

Responses? Yes  No

List responses: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

N/A  Verified other Community College Districts or government entities have utilized vendor as sole source

Notice of intent to sole source published

Completed by: R Johnson Date: 27 April 2022

Procurement Manager: Robert Johnson Date: Apr 27, 2022

Chief Business Officer:  Date: Apr 27, 2022



**JTS**

5310 S Cockrell Hill Road Phone 972-620-1435  
Dallas, TX 75236 Fax

*The Preferred Choice in Wireless Integration*

# Proposal

JTSQ10121

03/24/22

James Hawkins

Thomas Watkins  
Northland Pioneer College  
White Mountain Campus  
1001 W Duece of Clubs  
Show Low, AZ 85901

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NPC Service Level  
Agreement

## Service Level Agreement

1. 1 Year Service Level Agreement includes the following:
  - a. 40 Hours of Phone Support
  - b. One Service trips with 48-hour response time
  - c. One Service trips with 72-hour response time
  - d. Optional Network Health Check with Report

Note: If inclement weather prevents traveling to the site, it will be the responsibility of Northland Pioneer College to coordinate the appropriate vehicle to facilitate JTS being able to access the sites.

## Equipment

1	<b>One Year Service Level Agreement</b>	
2	1 Labor & Travel - One Service Call per year (48 Hour Response)	\$24,249.25
3	1 Labor & Travel - One Service Call per year (72 Hour Response)	\$24,249.25
4	1 40 Hours Phone Support	\$5,051.20
5	1 Labor & Travel - Annual Service Trip W/ Report	\$56,606.20

Please contact me if I can be of further assistance.



**Thomas Watkins,**

Thank you for the opportunity to provide a Service Level Agreement for Northland Pioneer College. We value your business and look forward to aiding in your efforts for a reliable communication system. Please read through each section and if you have a question, please let us know.

### **Service Level Agreement Summary**

This summary provides you with the items that are being proposed for this SLA. There are options below that you can select that could alter the overall price depending on your choices. This summary is to be used as a quick reference to the overall cost of the options JTS best feels would cover your system under this agreement.

<b>SLA Summary - 1 Year Option</b>	
1 Year Option – Includes 2 Service Trips per Year – One 48Hr. Response Time and One 72Hr. Response Time Service Trip (Includes 40Hr. of Phone Support)	\$53,549.70
Optional Maintenance Check Up	\$ 56,606.2
<b>SLA Total</b>	<b>\$110,155.90</b>



**Service Trip Labor Rates; After Service Trips Exhausted**

Under this Service Level Agreement, the following labor rates will apply for any service call needed after service trips have been exhausted.

A 4-hour minimum will be charged per service call, if crew is required onsite, based on the requested time and billed at the pricing below. This does not include drive time to and from the site.

<b>5-Day Minimum - Labor Rates</b>		
1	2 Man Crew, 1-Day Minimum, Normal Business Hours	\$ 2,798.74
1	2 Man Crew, 1-Day Minimum, After Normal Business Hours	\$ 3,111.08
1	2 Man Crew, 1-Day Minimum, JTS Holiday Hours	\$ 3,456.76

Each additional hour needed on site for the service trip will be based on the requested time and billed at the pricing below.

<b>Each Additional Hour - Labor Rates</b>		
1	2 Man Crew, Per Hour, Normal Business Hours	\$ 279.87
1	2 Man Crew, Per Hour, After Normal Business Hours	\$ 311.10
1	2 Man Crew, Per Hour, JTS Holiday Hours	\$ 345.67

The following travel rates will apply and be billed per service trip if applicable.

<b>Travel Rates - Charged if Applicable per Service Call</b>		
1	Price / Mile	\$0.59
1	Per Diem / Crew Member / Day	\$75.00
1	Lodging / Day	\$178.57



## Phone & Remote Support

JTS will respond to all service calls by phone, text, or email prior to deploying a crew to determine if a crew will be needed or if the issue can be resolved remotely. JTS will seek to solve the customer’s reported issue remotely by logging into the radio with customer provided remote connection.

Forty (40) Hours of Phone and Remote Support are included within the SLA package you select. If your trips are exhausted or you exceed forty (40) hours of phone and remote support, each hour will be billed at the rate below.

Phone Support		
1	Phone & Remote Support / Hr.	20 Hours Included with Service Option
1	Phone & Remote Support / Hr.	\$126.28

## Materials

Any materials that are found to be defective, damaged, deteriorating, or missing will be replaced and billed at **current JTS pricing**. The customer will be notified of the replacement that is needed, prior to replacement for customer approval.

The following list outlines most of the possible materials that could be affected:

- Cat5/Cat6/Fiber Cables
- Cat5/Cat6/Fiber Connectors
- Power Cable
- Power Connectors
- Power Injectors
- Cable Support (hangers, cushions, tie wire, beam clamps, stand-offs)
- Mounts
- Mounting Hardware
- Lightning or Surge Protectors
- Radio or Tower Grounding Components
- Etc....

## Service Call Procedure

Once a purchase order has been received for the Service Level Agreement, you will be contacted for customer set up. Our service department will provide a customer number to you that will be used should you need to contact us for service, we will also gather remote log in information needed for logging into the radios, if allowed.

If service is needed, you can contact us by the following methods:

Phone Call - (972)-620-1435, Ext. 130

Email - [Servicecall@JTS.net](mailto:Servicecall@JTS.net)

JTS will acknowledge within 1 hour with a return call or e-mail during normal business hours, JTS will acknowledge within 4 hours if service call is received after normal business hours or on a JTS observed holiday. The customer will be given a service ticket number to reference for future reference on support or billing questions.

The service technician will work to identify and solve the issue remotely through some troubleshooting steps that can be performed by the customer onsite or by JTS through a remote connection into the radio(s).

If the issue cannot be remedied remotely, a crew will be dispatched to the customer location based on the selection of service desired. Travel time for the service crew will start when they depart from JTS warehouse and end when they arrive onsite at customer location; Travel time will restart once they leave the customer location and time will stop when they return to JTS warehouse. All onsite hours and travel time hours will be billed at stated rate along with any other travel charges that apply per service trip.

JTS will analyze the information gathered during the service call and produce a report, outlining the issue found and the resolution of the issue. JTS will provide cable test results, photos (if applicable with equipment changed out), and bandwidth tests for the data speeds of the link (if allowed during customer maintenance window) within the report.

Service call will be complete when the report has been sent to the customer. The invoice (if applicable) will be sent immediately after the report has been submitted referencing the service ticket number.



### Equipment Covered Under SLA

The following list of equipment and associated hardware was installed by JTS and will be covered under this SLA. Any equipment not listed will fall out of scope of the service trip performed and JTS will not be responsible for providing service.

Location	QTY.	MFG.	Model No.	Band
Northland Pioneer College (Multiple Sites)	15 Links	Huawei	Multiple Models w/ Different Frequencies	Multiple FCC Licensed



## Optional Recommended Annual Preventative Maintenance Check Up

An annual preventative maintenance trip is recommended for all microwave system components. This is not mandatory but highly encouraged to help identify/repair issues before they become a problem. This preventative checkup will be scheduled within the last 60 days of each year of the service level agreement. Pricing has been provided below for the annual preventative checkup.

The following tasks would be performed under the Annual Preventative Check Up:

Task	Applicable
Performance Comparison Installation/Current (Radio Equipment, Fiber, Ethernet, Waveguide and Coax)	<input checked="" type="checkbox"/>
Weather seal Outdoor Coax Connectors	<input checked="" type="checkbox"/>
Antenna Alignment (if required)	<input checked="" type="checkbox"/>
Check Bolt Hardware Tightness	<input checked="" type="checkbox"/>
Weather seal Transmission Line Building Entry Ports (if required)	<input checked="" type="checkbox"/>
Radio Equipment (Manufacturer Recommended Maintenance)	<input checked="" type="checkbox"/>
Transmission Line Attachments	<input checked="" type="checkbox"/>
Re-apply Transmission Line Labels	<input checked="" type="checkbox"/>
Verify Equipment Grounding	<input checked="" type="checkbox"/>
Disconnect Link to Verify Redundancy Is Functional (if applicable)	<input checked="" type="checkbox"/>
Record Equipment Voltage	<input checked="" type="checkbox"/>
Indoor Equipment Cleaning (if applicable)	<input checked="" type="checkbox"/>
Perform System Repairs	<input checked="" type="checkbox"/>
Ground System Inspection and Measurement	<input checked="" type="checkbox"/>
Report (Customer to Receive Copy)	<input checked="" type="checkbox"/>

Annual Maintenance Check Up Pricing	
Annual Maintenance Check	\$52,049.70
System Maintenance Report	\$1,500.00

\*Please select an option below by placing a check mark next to your choice

**Yes. Please provide an annual preventative checkup once my service trips are exhausted.**

**No. I do not want an annual preventative checkup once my service trips are exhausted.**

### JTS Terms & Conditions

- Terms of Payment** (Unless Otherwise Indicated)  
Credit Card Purchase Authorization form must be completed and forwarded to JTS. Credit Card will be used to secure payment. Terms are **Net 30** upon completion.



2. **Acceptance of Order:** Termination Acceptance of order is subject to credit approval and acceptance of order by Seller and Seller's suppliers. If Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer without liability to Seller.
3. **Prices and Shipments:** Unless otherwise quoted, prices shall be those in effect at time of shipment of hardware which shall be made FOB shipping point.
4. **Cancellation:** Cancellation charges will be applied to cover any Order Processing costs incurred prior to cancellation, including but not limited to the manufacturer's costs for custom configured equipment, the cost of manufacturer's required deposit for custom equipment and restocking charges for standard equipment.
5. **Return of Goods:** Credit will be allowed for goods returned only with prior approval of Seller and Seller's suppliers. Original packaging must be unopened. If return is approved, a deduction will be made from credits to cover cost of handling.
6. **Taxes:** Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate
7. **Delay in Schedule:** Working hours for on-site services or installation are assumed to be Monday through Friday 7:00 AM to 4:00 PM. Delays due to other vendors or other trades, inaccessibility of the working area or expedited schedules over which the Seller has no direct control may result in overtime requirements which will be billed to the Buyer as Change Orders.
8. **Delay in Delivery:** Seller is not accountable for delays in delivery occasioned by acts of God or other circumstances over which the Seller has no direct control. Factory shipment or delivery dates are the best estimates of our suppliers and in no case, shall Seller be liable for any consequential or special damages arising from any delay in delivery.
9. **Change Orders:** Without invalidating the contract, Seller and Buyer may agree, at any time or from time to time, to make additions, deletions or revisions in the Scope of Work, Specifications or Assumptions. If any such addition, deletion, or revision results in an adjustment to the purchase price of the scheduled time of performance, a change order must be executed prior to the commencement of any such modification. The amount of any adjustment in the Purchase price and the performance schedule shall be agreed upon and incorporated in the change order. No work shall begin until the change orders are signed by the Buyer and the Seller.
10. **Insurance:** Seller will provide insurance as follows (a) Workman's Compensation insurance as required by statute and Employer's Liability with limits of \$1,000,000 per occurrence. (b) Comprehensive General Liability (excluding products and completed operations) insurance with bodily injury and property damage liability combined single limit of \$1,000,000 per occurrence.
11. **Hardware Warranties:** Seller warrants that goods sold are free of any security interest and will make available to Buyer all transferable warranties made to Seller by the manufacturer of the goods. Seller makes no other express or implied warranties and specifically makes no implied warranties of merchantability or fitness for purpose. Seller is not responsible for software or hardware incompatibilities.
12. **Service Warranties:** Seller warrants that technical, consulting or installation service(s) furnished pursuant to this proposal shall be performed by trained and qualified personnel and shall, where applicable, meet JTS's specifications therefore, and/or generally accepted industry standards of workmanship and quality. This warranty shall be effective for a period of thirty (30) days after completion of the installation service(s). Any service found, during the warranty period, to be nonconforming to the above stated warranty shall, at JTS's expense, be re-performed to meet the warranty requirements. Any technical service or consultation beyond the scope of this proposal will be provided at prevailing time & material rates.
13. **Limitation of Liability:** Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Seller, a copy of which will be furnished upon written request. Furthermore, Seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price all at Seller's option, and in no case shall Seller be liable for incidental or consequential damage. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
14. **Waiver:** The failure of seller to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition or right under this contract.
15. **Modification of Terms and Conditions:** No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms, or conditions, shall be binding on Seller without Seller's written consent.
16. **Venue:** Should any litigation arise, venue for litigation is to be Dallas, Texas.

I, \_\_\_\_\_ understand and agree to the pricing, terms, and conditions of this service level agreement. It is understood that the length of this service level agreement or Priority Response is for a full calendar year from JTS's receipt of purchase order. JTS will notify the customer 60 calendar days before the expiration of this agreement and provide options on continuing same level of service for another year.



A formal quote with the choices made in this agreement will be sent upon receipt of this signed agreement. The formal quote will detail the selections made and provide pricing for the creation of the purchase order.

\_\_\_\_\_

Customer Printed Name

\_\_\_\_\_

JTS Officer Printed Name

\_\_\_\_\_

Customer Title

\_\_\_\_\_

JTS Officer Title

\_\_\_\_\_

Customer Signature

\_\_\_\_\_

JTS Officer Signature

\_\_\_\_\_

Date