

Notice of Public Meeting

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Navajo County Community College District Governing Board (Board) and to the general public that the Board will hold a special District Governing Board Meeting open to the public on **July 28, 2017 beginning at 10:00 a.m.** The meeting will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center meeting room, located at 2251 E. Navajo Blvd., Holbrook, Arizona.

One or more Board members and/or staff members may participate in the meeting by telephone if necessary.

The public is invited to check on addenda that may be posted up to 24 hours prior to the meetings. Copies of the meeting agenda may be obtained through the Office of the President, Northland Pioneer College, Painted Desert Campus, 2251 E. Navajo Blvd., Holbrook, AZ, telephone (928) 524-7418 or (800) 266-7845 Ext. 7418, at least 24 hours in advance of the meeting. If any disabled person needs any type of accommodation, please notify Paul Hempsey at the above address or telephone number at least 24 hours prior to the scheduled start time.

The Board may vote to hold an executive session for discussion or consideration of a personnel matter(s) pursuant to A.R.S. §38-431.03(A)(1). The Board may vote to hold an executive session for the purpose of obtaining legal advice from the District's attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03 (A)(3). Should the District's attorney not be present in person, notice is further given that the attorney may appear by speakerphone.

I, Paul Hempsey, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on or before the 27th day of July 2017, at 10:00 a.m.

Paul Hempsey
Recording Secretary to the Board

NOTICE DISTRIBUTION

1. WHITE MOUNTAIN INDEPENDENT NEWSPAPER
2. TRIBUNE-NEWS & SNOWFLAKE HERALD NEWSPAPERS
3. NAVAJO TIMES
4. NAVAJO-HOPI OBSERVER
5. KINO RADIO
6. KNNB RADIO
7. COUNTRY MOUNTAIN AIRWAVES [KQAZ/KTHQ/KNKI RADIO]
8. KWKM RADIO
9. WHITE MOUNTAIN RADIO
10. NPC WEB SITE
11. NPC ADMINISTRATORS AND STAFF
12. NPC FACULTY ASSOCIATION PRESIDENT
13. NPC CLASSIFIED AND ADMINISTRATIVE SUPPORT ORGANIZATION PRESIDENT
14. NPC STUDENT GOVERNMENT ASSOCIATION PRESIDENT

OUR MISSION

Northland Pioneer College
creates, supports
and promotes
lifelong learning.



Northland Pioneer College

Post Office Box 610 • Holbrook, AZ 86025 • (928) 524-7311 • Fax (928) 524-7312 • www.npc.edu

PUBLIC NOTICE OF NONDISCRIMINATION: Northland Pioneer College does not discriminate on the basis of race, color, national origin, veteran status, religion, marital status, gender, age or disability in admission or access to, or treatment or employment in its educational programs or activities. District grievance procedures will be followed for compliance with Title IX and Section 504 requirements. The Affirmative Action Compliance Officer is the Director of Human Resources, 2251 E. Navajo Blvd., Holbrook, Arizona 86025, (800) 266-7845. The Section 504 Compliance Officer is the Coordinator of Disability Resource and Access, 1001 W. Deuce of Clubs, Show Low, Arizona 85901, (800) 266-7845. The lack of English language skills will not be a barrier to admission and participation in vocational education programs. Revised 9-12-14

Governing Board Meeting Agenda

Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Date: July 28, 2017

Time: 10:00 a.m. (MST)

Item	Description	Resource
1.	Call to Order and Pledge of Allegiance	Chair Lucero
2.	Adoption of the Agenda.....(Action)	Chair Lucero
3.	Call for Public Comment	Chair Lucero
<p style="font-size: small;">Individuals may address the Board on any relevant issue for up to 5 minutes. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.</p>		
4.	New Business:	
A.	Request to Approve Labor for 11 Network Tower Installs(Action)	CIO Way
B.	Request to Approve Labor for 3 Network Tower Installs(Action)	CIO Way
C.	Request to Approve IT Security Software(Action)	CIO Way
5.	Announcement of Next Regular Meeting..... August 15, 2017	Chair Lucero
6.	Adjournment.....(Action)	Chair Lucero

The District Governing Board may consider any item on this agenda in any order and at any time during the meeting. The District Governing Board may take action to approve, or may take other action, regarding all items of New Business, Old Business, Standing Business, or the President's Report. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the District's attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03 (A)(3).
Should the District's attorney not be present in person, notice is further given that the attorney may appear by speakerphone.



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Request to Approve the Purchase of Labor Services Associated with Network Tower Equipment Installation II

Recommendation:

Staff recommends an approval to purchase labor services for NPC network tower locations from JTS, at a combined price of \$335,848.79 which includes sales tax.

Summary:

This request directly upgrades and replaces aging infrastructure and improves network topology design and efficiency.

This is the second phase of a two part project. The second phase has been set to begin after July 1st, 2017 with completion of the network implementation in the Fall. The solutions provides redundant design and reliable network functions with the replacement of hardware. This purchase meets costs of labor to install new dish, radio and antenna equipment previously purchased. The approval of this purchase will address eleven (11) NPC site locations across Navajo County. JTS was previously, this year, awarded the purchase of microwave network hardware (dishes, antennas, hardware, etc) and is qualified and familiar with the requirements.





Northland Pioneer College

EXPANDING MINDS • TRANSFORMING LIVES SM

REQUISITION

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JTS _____
 5310 S Cockrell Hill Road Dallas, TX 75236 _____
 tom.merick@jts.net _____
 972-620-1435 ext 141 _____
 Use Tax _____ 1099 _____

NPC IDENTIFICATION NUMBER _____

P.O. NUMBER _____

Ernest Hess
 Ernest Hess (Jul 13, 2017) Date Jul 13, 2017

ORIGINATOR / BUDGET MANAGER

 PJW (Jul 19, 2017) Date Jul 19, 2017

BUDGET MANGER / DEAN / DIRECTOR
 _____ Date / /

VICE PRESIDENT (Required for Purchases \$10,000 & Above)
 _____ Date / /

PRESIDENT (Required for Purchases \$25,000 & Above)
 _____ Date / /

BOARD APPROVAL (Required for \$50,000 & Above) Date / /

GIVE FULL AND COMPLETE PARTICULARS FOR EACH ITEM REQUESTED

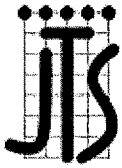
QTY	DETAILED DESCRIPTION	UNIT PRICE	AMOUNT	ACCOUNT NUMBER
	Labor for WAN Link Upgrades			50 - 5070 -5620 -10
	See Qoute for Detail			- - -
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	SUB TOTAL	335848	79
	<input checked="" type="checkbox"/> SALES / <input type="checkbox"/> USE TAX		
	FREIGHT		
	TOTAL	335848	79

COMMENTS/SPECIAL INSTRUCTIONS:

All vendors for service, equipment rentals, and leases **must** have a W-9 compliance form on file with the NPC Business Office. If the vendor is not listed on the 1099 listing, a completed W-9 form must be attached to the requisition. MPR 5/14+Marketing/Forms/Business Office

DISTRIBUTION: BUSINESS OFFICE – White & Yellow; BUDGET MANAGER / DEAN / DIRECTOR / REQUISITIONER – Pink



JTS

5310 S Cockrell Hill Road Phone 972-620-1435
Dallas, TX 75236 Fax 972-247-5023

"When it Comes to Wireless, We Know What to Do"

Proposal

Quote# JTSQ8429
Date 06/30/17
Sales Rep Tom Emerick

Client Name

Ernest Hess
Northland Pioneer College
1001 W Duece of Clubs
Show Low, AZ 85901

Site Location

Ernest Hess
Northland Pioneer College
1001 W Duece of Clubs
Show Low, AZ 85901

Project Description

Radio replacements -
Northern Sites

This quote is to install new radios, cabling, and antennas as necessary as described below. Links will be aligned, NPC and JTS personnel will transfer traffic to the new links, and existing radios, cabling and antennas will be decommissioned. All equipment will be installed to JTS standards, with appropriate grounding and supports.

Quoted design assumes FCC channel availability. The quoted equipment can be used in two or more bands, so the installed equipment might not match the design provided in fine detail, to meet available channels. An as-built network design will be provided at installation.

NPC requested re-use of existing antennas, however no adapter has been found to convert the existing Ceragon-proprietary mounts to those used by the quoted ODU's. New antennas are specified.

Site specifics:

Admin Butte:

- new 18G link to PDC, 300M capacity, 2' dish at 15'
- new 18G link to PAD, 300M capacity, 1' dish at 15'
- new 11G link to Dry Lake, 200M capacity, 4' dish at 84'
- new 11G link to Porter Mountain, 200M capacity, 8' dish at 89'
- remove decommissioned equipment

Dry Lake:

- new 11G link to Admin Butte, 200M capacity, 4' dish at 31'
- new 6G link to Little Colorado, 250M capacity, 6' dish at 284'
- new 11G link to PDC, 1G capacity, 8' dish at 90'
- new 6G link to White Mtn, 1G capacity, 8' dishes at 145' & 105'
- remove decommissioned equipment

Green's Peak:

- new 11G link to Silver Creek, 200M capacity, 6' dish at 62'
- new 11G link to Springerville Center, 200M capacity, 3' dish at 40'
- new 11G link to White Mtn, 300M capacity, 8' dish at 56'
- new 11G link to McKay's Peak, 200M capacity, 4' dish at 54'

- remove decommissioned equipment

Hermosa:

- remove decommissioned equipment

Little Colorado:

- new 6G link to Dry Lake, 250M capacity, 6' dish at 130'
- remove decommissioned equipment

PAD:

- new 18G link to Admin Butte, 200M capacity, 1' dish at 30'
- remove decommissioned equipment

PDC:

- new 18G link to Admin Butte, 300M capacity, 2' dish at 35'
- new 11G link to Dry Lake, 1G capacity, 8' dish at 75'
- remove decommissioned equipment

Porter Mtn:

- new 11G link to Admin Butte, 200M capacity, 8' dish at 24'
- new 18G link to White Mtn, 200M capacity, 4' dish at 92'
- new 11G link to McKay's Peak, 200M capacity, 4' dish at 15'
- new 11G link to Silver Creek, 200M capacity, 4' dish at 15'
- remove decommissioned equipment

Silver Creek:

- New 11G link to Porter Mtn, 200M capacity, 4' dish at 15'
- New 11G link to Green's Peak, 200M capacity, 6' dish at 35'
- remove decommissioned equipment

Springerville:

- New 11G link to Green's Peak, 200M capacity, 3' dish at 40'
- remove decommissioned equipment

White Mtn:

- New 11G link to Green's Peak, 300M capacity, 8' dish at 102'
- New 18G link to Porter Mtn, 200M capacity, 4' dish at 92'
- New 6G link to Dry Lake, 1G capacity, 8' dishes at 130' & 90'
- remove decommissioned equipment

The actual schedule of link installation, testing, and cutover will be agreed to by both parties before work begins. Testing will consist of cable characterization, link BER and RSL. Acceptance criteria will be cabling loss < 2 db above nominal, return loss > 19 db; BER < 10E-6, and RSL < 3 db above design. All as-built documentation will be provided to customer after project completion.

All equipment and shipping costs will be billed upon receipt of PO.

1		Personnel and equipment mobilization:	
2	1	Labor & Travel, mob/demob to Show Low, AZ	\$20,999.81
3		SubTotal	\$20,999.81
4			
5		Admin Butte:	
6	1	Labor & Travel, Radio/Antenna installs at Admin Butte	\$39,180.42
7		SubTotal	\$39,180.42
8		Dry Lake:	
9	1	Labor & Travel, Radio/Antenna installs at Dry Lake	\$59,966.10
10		SubTotal	\$59,966.10
11			
12		Green's Peak:	
13	1	Labor & Travel, Radio/Antenna installs at Green's Peak	\$39,888.48
14		SubTotal	\$39,888.48
15			
16		Hermosa:	
17	1	Labor & Travel, Radio/Antenna decommissioning at Hermosa	\$6,651.50
18		SubTotal	\$6,651.50
19			
20		Little Colorado:	
21	1	Labor & Travel, Radio/Antenna installs at Little Colorado	\$23,415.93
22		SubTotal	\$23,415.93
23			
24		District Automotive and PAD:	
25	1	Labor & Travel, Radio/Antenna installs at PAD	\$9,980.69
26		SubTotal	\$9,980.69
27			
28		Porter Mountain:	
29	1	Labor & Travel, Radio/Antenna installs at Porter Mtn	\$36,370.09
30		SubTotal	\$36,370.09
31			
32		Painted Desert Campus:	
33	1	Labor & Travel, Radio/Antenna installs at PDC	\$23,296.23
34		SubTotal	\$23,296.23
35			
36		Silver Creek:	
37	1	Labor & Travel, Radio/Antenna installs at Silver Creek	\$23,172.54
38		SubTotal	\$23,172.54
39			
40		Springerville:	
41	1	Labor & Travel, Radio/Antenna installs at Springerville	\$13,305.28
42		SubTotal	\$13,305.28
43			
44		White Mountain:	
45	1	Labor & Travel, Radio/Antenna installs at White Mtn	\$39,621.72
46		SubTotal	\$39,621.72

SubTotal	\$335,848.79
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$335,848.79

JTS - STANDARD TERMS & CONDITIONS

1. ACCEPTANCE:

Proposal valid for thirty (30) days from date of quotation unless specifically stated otherwise by JTS. Acceptance of order/contract by JTS subject to credit approval. The Buyer agrees to, and is bound by, the terms and conditions expressed herein, unless objected to in writing by Buyer and accepted in writing by JTS. Buyer's acceptance of all or any part of the proposal is conclusive assent to abide by the terms and conditions herein.

2. TERMS:

Net 30 days from date of invoice with approved credit or as specified in proposal. Material cost is to be paid before any equipment is ordered. Invoice to be issued upon completion of pre-staging, pre-configuration, and pre-assembly. Final invoice to be issued upon completion of installation and submittals. If not paid by 30 days from date of invoice, as an additional remedy for lateness, there shall be paid a service charge at the rate of 1 ½% per month (or maximum legal rate) from the due date until paid.

3. TAXES:

Prices do not include excise, sales, use, privilege, import/export duties or any other tax, duty or assessment which may be imposed upon JTS. However, all such taxes, duties or assessments are the responsibility of the Buyer.

4. CHANGE ORDERS/CANCELLATION:

Purchase Order or contract may not be changed or cancelled without prior written approval by JTS. Any order cancelled, after any work has been performed by JTS, or related partners, such as Engineering Services, Fabricating, Mobilization, Installations, etc., will have a cancellation charge to be determined solely at the discretion of JTS, for whatever work has been performed. If Buyer so chooses, it shall have the right to receive the material already procured at time of cancellation at the quoted price. JTS reserves the right to change or modify the design or construction of any of its products and services, and to substitute materials or services equal to or superior in quality and construction to that originally specified.

5. DELAYS:

For any delay due to Force Majeure, including but not limited to, Acts of God, fire, malicious mischief, insurrection, riot, war (declared or undeclared), explosions, epidemics, acts of Buyer, its employees, agents or subcontractors, strikes, freight embargoes, unusually severe weather conditions or any other cause whatsoever beyond the control and without fault of JTS or its subcontractors, whether similar to or dissimilar from causes herein enumerated, then JTS shall not incur any liability consequential or otherwise for such delays and an equal extension of time within which to perform shall be allowed to JTS. Crew downtime incurred for any reason, including but not limited to, materials delays, defective materials, Buyers delays, shall be charged to Buyer at JTS' current rates for downtime/standby time.

6. DELIVERY:

All prices are F.O.B. (freight on board) factory, site or nearest accessible point. Buyer will be billed for freight charges. JTS' responsibility ceases upon shipment/receipt of materials by carrier. JTS does not accept responsibility for damages or shortages which occur during transit. JTS will ship materials by common carrier. Buyer must make careful inspection of materials when received and make all claims for damage or loss to delivering carrier at once. All delivery times given by JTS are approximate dates and times only; unless specifically agreed to by JTS, JTS shall not incur any liability for downtime suffered by Buyer because of delayed delivery.

7. RETURNED PRODUCTS:

Prior written authorization from JTS is required for all returned products. When return is authorized, it must be received within 60 days after shipment, freight prepaid to a destination of JTS' choice, and be in new condition. All returned products are subject to a restocking charge to be determined by JTS. Only products specifically approved for return by JTS will be considered for return and credit. Unusable products to JTS will be scrapped and no credit will be given.

8. INDEMNIFICATION:

Buyer shall protect, defend and indemnify JTS and its officers, directors and employees for, from and against all claims, demands, expenses (including reasonable attorney fees) and causes of action of every kind and character that arise out of or are related to the work under this agreement and are caused by or arise out of Buyer's negligence, willful misconduct or other acts or omissions which impose upon Buyer strict liability, and that result in personal injury, death, property loss or damage. If such claim, demand, expense or cause of action is caused by or arises out of the joint or concurrent negligence, willful misconduct or acts or omissions of JTS and Buyer each party shall indemnify the other to the extent of the indemnifying party's negligence, willful misconduct or omissions.

9. WARRANTY:

- a. Sale of Materials: JTS passes through all manufacturer warranty to Buyer, that the products re-sold by JTS will be free from defects of material and workmanship for the period specified by that particular manufacturer. Products fabricated by JTS will be free from defects of material and workmanship for a period of one (1) year from date of shipment. JTS' sole obligation under these warranties will be limited, at JTS' option and expense, to either repairing or furnishing a replacement F.O.B. first point of shipment for the products or parts thereof which JTS determines do not conform with these warranties, and Buyer's exclusive remedy for breach of any such warranties will be enforcement of such obligation of JTS. JTS expressly provides that it is not responsible for labor costs involved in the re-installation of such products or parts. JTS does not warrant any material, product or labor not contracted for, manufactured or furnished by Seller. This warranty shall be effective only if Buyer installs all materials according to JTS' recommendations and specifications and that Buyer, during the warranty period shall regularly, not less than semi-annually, inspect and properly maintain all items. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. IN NO EVENT SHALL JTS BE LIABLE FOR CONSEQUENTIAL DAMAGES, NOR SHALL JTS' LIABILITY OF ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE SALES CONTRACT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCT. Any action for breach of warranty must be commenced within one year after the cause of action accrues.
- b. Sale of Labor: In addition to the above warranty on materials, construction and installation labor through JTS' employees and subcontractors, JTS agrees to correct all construction and installations performed under this Agreement which proves to be defective in workmanship within a period of one (1) year from the date of substantial completion of the construction or installation project.

10. ASSIGNMENT:

JTS reserves the right to assign, transfer, subcontract or delegate responsibilities of order/contract, in whole or in part, without prior written approval of Buyer. Any such transfer does not relieve JTS from order/contract obligation to Buyer.

11. SITE/JOB CONDITIONS:

Buyer shall provide site access during normal business hours 7am-5pm Monday-Friday. Site(s) shall be readily accessible to standard vehicles, and in the event of civil construction or tower erection, accessible to standard mix trucks, semi-tractor and trailers, cranes etc., with adequate space for material delivery, storage, assembly/erection and have adequate space for equipment operation and equipment turn around during construction. Unless otherwise stated in JTS' proposal, concrete installation is based on normal soil (4000 psf) as defined by E.I.A. Specification, responsibility of determining soil conditions rest with Buyer. Site shall be free from overhead and underground obstructions for placement of guys, anchors and foundations.

- a. Normal Soil Conditions and Excavation, Soils Analysis Required. After review of the soils report, if caissons or any form of bed rock excavation or blasting is required, this will result in changes to the foundation quotation.
- b. Survey of proposed site required before installation of foundations.
- c. Site Level within +/- 10' between any two work points.
- d. Actual conditions of soils, site conditions, and antenna loading will result in changes to the quotation.
- e. Adverse weather conditions may affect installation costs: Rain, snow or ice, during installation will result in additional cost not to exceed \$1500 per day, or delay of project until suitable weather conditions permit project completion within budget. In the event that more than 2 cumulative days is lost due to inclement weather the customer and the contractor will discuss options to either pay crew expenses or demobilize and remobilize the crew.
- f. Any unsafe acts performed on site in JTS presence will be liable for work being ceased with possible change order not to exceed \$3000 per day.
- g. Any unsafe conditions found on site will be liable for work being ceased with possible change order not to exceed \$3000 per day.

12. EXCLUSIONS FROM PROPOSAL PRICE:

Proposal prices does not include the following, unless specifically stated otherwise:

- a. Blasting, drilling, use of jack hammer, sheet piling, pumping of water or other condition requiring special material or equipment for foundation installation.
- b. Hauling in backfill.
- c. Site clearing of any nature.
- d. Restoration of any landscaping, fencing, crops or other improvements.
- e. Permits, fees or licenses of any nature.
- f. Rain, snow or ice weather conditions during installations of foundations or tower erections.
- g. Union Labor.
- h. Standby time while waiting for Buyer deliveries and delays during construction or inspections, as well as, delays in site access.
- i. Engineering certifications, special insurance coverage (other than standard liability and workers' comp.) or any type of bond, or related bond fees.
- j. Delivery of equipment to sites (unless specified in proposal)
- k. Concrete coring, x-raying, scanning, penetrating radar or repairs.
- l. Conduit runs, (unless specified in sales proposal)
- m. Extra work beyond the scope of sales proposal.
- n. Training related to special site or landlord circumstances, or special clothing or related monitoring equipment. Inclusion of any of the above constitutes a change order which shall be invoiced as an extra cost to Buyer.

13. STORAGE:

JTS reserves the right to apply storage charges of three-hundred and fifty dollars (\$350.00) per month for structures/equipment kept in our yard/warehouse beginning 60 days after original ship date.

14. STILL PHOTOGRAPHY - VIDEO: JTS at all times reserves the right to take pictures or video of any or all of its products and services after installation for documentation or advertising purposes, except those which are under classified government control and agreed to in writing by JTS.


15. GOVERNING LAW: Contracts formed as a result of this proposal and the performance thereof shall be governed by principles of contract law under the laws of the State of Texas. Jurisdiction to resolve any dispute arising hereunder is agreed to be the District Court of the State of Texas.

16. ENTIRE AGREEMENT: These terms and conditions are solely for the benefit of JTS and Buyer hereto and, in addition to the proposal attached hereto, represent the entire and integrated agreement between the parties, and, unless specifically referenced herein, supersedes all prior negotiations, representations or agreements, either written or oral.

14. SERVICE:

JTS defines a "service call" as 2 technicians, during normal business hours 8a-5p Monday – Friday for a 9 hour day, totaling 18 man hours, once this has been reached, over time will be charged to the customer with prior customer knowledge and approval.

Authorized and accepted by signature below:

Accepted By: 
P.J.W (Jul 19, 2017)

Date: Jul 19, 2017

Printed Name: P.J.W

Title: Associate Vice President and CIO

Northland Pioneer College

DIRECTED OR SOLE SOURCE JUSTIFICATION FORM

Purpose of this form: To communicate and document the reason for recommending a supplier where (a) competitive bidding was not used or (b) competitive bidding was used and a supplier other than the lowest bidder is recommended.

Description of Product and/or Service: Upgrading the college's Newtork/Tower Infrastructure.

Name of Supplier: JTS Date: 7/14/17

Please select the reason for recommending the above named supplier:

- checkbox The requested product is an integral part or accessory to existing equipment.
checkbox The service requested is for existing equipment which can only be completed by the original manufacturer or manufacturer's designated service provider.
checkbox The requested product or service has unique design, performance, and/or quality specifications that are essential to particular teaching needs and are not available in comparable products.
checkbox The requested service requires a supplier that can demonstrate unique skills or experience.
checkbox Only one supplier is capable of providing supplies, services, or construction.
checkbox Emergency - The goods or services are needed to correct or prevent an emergency health, environmental or safety hazard; special or time sensitive events; and/or emergency repair or replacement of existing equipment essential for daily operations.

Additional Information (Required Irrespective of Reason Selected):

Please explain why other suppliers were excluded from the evaluation. Attach additional sheets if necessary.

There are no other providers in our area that is capable of doing this work.

If compatibility with existing equipment is your reason for recommending the supplier, provide the following information about the existing equipment.

Description: N/A

Manufacturer & Model No.:

Other Suppliers Contacted: Note all other suppliers considered for this product or service. Include the reason why the product or service was not acceptable. Attach additional sheets if necessary.

- a) Supplier:
Contact Name & Phone #:
Product/Service Description:
Technical Deficiency:

Northland Pioneer College

DIRECTED OR SOLE SOURCE JUSTIFICATION FORM

b) Supplier: _____
Contact Name & Phone #: _____
Product/Service Description: _____
Technical Deficiency: _____

Authorization

PJW

Printed or Typed Name of Vice President

[Signature]
X PJW (Jul 19, 2017)

Signature of Vice President

Ernest Hess

Printed or Typed Name of Requester

[Signature]
X Ernest Hess (Jul 13, 2017)

Signature of Requester

I certify that I am in compliance with the Disclosure of Substantial Interest requirements (Policy 1220, Procedure 2715). I understand and accept my obligation to disclose any interest in a proposed College transaction.

I have no substantial interest to disclose.

The above is an accurate and current statement of all my reportable outside interests and activities, to the best of my knowledge.

Date: Jul 13, 2017 Requester's Signature: [Signature] Ernest Hess (Jul 13, 2017)

For VPAS Use Only
VICE PRESIDENT FOR ADMINISTRATIVE SERVICES APPROVAL
Approved by: _____ Date of Review: _____
Approved: [] Yes [] No Reason for denial: _____
[] Need additional information before a decision can be made.
Information needed: _____

Northland Pioneer College

DIRECTED OR SOLE SOURCE JUSTIFICATION FORM

NPC Procedures:

Northland Pioneer College purchasing procedures permit, under certain conditions, purchases of goods or services from a directed or sole source without soliciting bids from multiple sources.

NPC recognizes that special circumstances may not support the use of competitive bidding. In these situations, directed or sole source purchases may be an acceptable alternative.

Directed or sole source purchases are an exception to the Northland Pioneer College Purchasing Procedure, and must always be in writing. The Vice President for Administrative Services will approve a directed or sole source purchase on a case-by-case basis.

Definitions:

Directed Source: Indicates a product or service must, for specific and justifiable reasons, be purchased from one specified supplier. Directed Source procurement may be used when one of the following conditions exists:

- The requested product is an integral part or accessory to existing equipment.
- The service requested is for existing equipment which can only be completed by the original manufacturer or manufacturer's designated service provider.
- The requested product or service has unique design, performance, and/or quality specifications that are essential to a particular research protocol or teaching needs and are not available in comparable products.
- The requested service or system requires a supplier with unique skills or experience.

Sole Source: Indicates only one supplier exists capable of providing a particular product or service.

Process:

The Directed or Sole Source Justification Form shall accompany any request for a purchase from a Directed or Sole Source where:

- the purchase exceeds \$1,000, and
- the purchase is not covered by an existing contract or price agreement.

Furnish the necessary explanation and documentation as noted on the form. The requestor and the appropriate approver (vice president) must co-sign this document. Forward the form and supporting documentation to the Vice President for Administrative Services for review and approval.

Evaluation:

For directed and sole source purchases, each department is responsible for evaluating alternative sources of supply and documenting the reasons that the purchase will be directed to a particular supplier or service provider when alternative sources are available. Departments also are responsible for verifying that prices paid for directed and sole source purchases are fair and reasonable.

Under no circumstances shall a supplier be advised that a contract will be awarded on a directed or sole source basis before approval by the Vice President for Administrative Services.

The determination as to whether a directed or sole source justification is reasonable is based on one or more of these criteria:

- the requestor has investigated and documented his/her evaluation of potential alternate sources of supply for the requested product and/or service.
- the requestor's documentation explains how similar products and/or services cannot meet the required specifications.
- the requestor has documented that a good faith effort has been made to identify other sources.

If the purchase meets the criteria for Directed or Sole Source, the Vice President for Administrative Services will authorize the purchase. The Directed or Sole Source Form will be returned to the requestor if the purchase does not meet the criteria or if additional information is needed.

Exclusions:

Subscriptions, dues, memberships and other similar items will be treated as sole source, and do not require sole source justification documentation.



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Entity Dashboard

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JOHNSTON TECHNICAL SERVICES, INC.
 DUNS: 191462836 CAGE Code: 326G5
 Status: Active
 Expiration Date: 02/16/2018
 Purpose of Registration: All Awards

5310 S COCKEELL HILL RD
 DALLAS, TX, 75216-2110
 UNITED STATES

Entity Registration Summary

Name: JOHNSTON TECHNICAL SERVICES, INC.
Doing Business As: J T S
Business Type: Business or Organization
Last Updated By: Kyle Fuller
Registration Status: Active
Activation Date: 02/16/2017
Expiration Date: 02/16/2018

Exclusion Summary

Active Exclusion Records? No

Request to Approve the Purchase of Labor Services Associated with Network Tower Equipment Installation

Recommendation:

Staff recommends an approval to purchase labor services for NPC network tower locations from JTS, at a combined price of \$59,114.62 which includes sales tax.

Summary:

This request directly upgrades and replaces aging infrastructure and improves network topology design and efficiency.

This is the second phase of a two part project. The second phase has been set to begin after July 1st, 2017 with completion of the network implementation in the Fall. The solutions provides redundant design and reliable network functions with the replacement of hardware. This purchase meets costs of labor to install new dish, radio and antenna equipment previously purchased. The approval of this purchase will address three (3) NPC site locations on the Apache Reservation specifically. JTS was previously, this year, awarded the purchase of microwave network hardware (dishes, antennas, hardware, etc) and is qualified and familiar with the requirements.





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JTS

5310 S Cockrell Hill Road Dallas, TX 75236

tom.merick@jts.net

972-620-1435 ext 141

Use Tax 1099

NPC IDENTIFICATION NUMBER _____

P.O. NUMBER _____

Ernest Hess

Ernest Hess (Jul 13, 2017)

Date Jul 13, 2017

ORIGINATOR / BUDGET MANAGER

PJW

PJW (Jul 19, 2017)

Date Jul 19, 2017

BUDGET MANGER / DEAN / DIRECTOR

Date / /

VICE PRESIDENT (Required for Purchases \$10,000 & Above)

Date / /

PRESIDENT (Required for Purchases \$25,000 & Above)

BOARD APPROVAL (Required for \$50,000 & Above) Date / /

GIVE FULL AND COMPLETE PARTICULARS FOR EACH ITEM REQUESTED

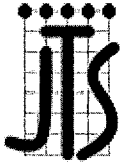
QTY	DETAILED DESCRIPTION	UNIT PRICE	AMOUNT	ACCOUNT NUMBER
	Labor for WAN Link Upgrades			50 - 5070 -5620 -10
	3 Site WRV, WRV PT, Mckay's			- - -
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		SUB TOTAL	59114 62	
		<input checked="" type="checkbox"/> SALES / <input type="checkbox"/> USE TAX		
		FREIGHT		
		TOTAL	59114 62	

COMMENTS/SPECIAL INSTRUCTIONS:

All vendors for service, equipment rentals, and leases must have a W-9 compliance form on file with the NPC Business Office. If the vendor is not listed on the 1099 listing, a completed W-9 form must be attached to the requisition.

MPR 5/14-Marketing/Forms/Business Office

DISTRIBUTION: BUSINESS OFFICE – White & Yellow; BUDGET MANAGER / DEAN / DIRECTOR / REQUISITIONER – Pink



JTS

5310 S Cockrell Hill Road Phone 972-620-1435
Dallas, TX 75236 Fax 972-247-5023

"When it Comes to Wireless, We Know What to Do"

Proposal

Quote# JTSQ8425
Date 06/28/17
Prepared By Tom Emerick

Customer

Ernest Hess
Northland Pioneer College
1001 W Duece of Clubs
Show Low, AZ 85901

Supplier

Ernest Hess
Northland Pioneer College
1001 W Duece of Clubs
Show Low, AZ 85901

Equipment

Radio replacements - WRC,
WRP, MKP

This quote is to install new radios, cabling, and antennas as necessary as described below. Links will be aligned, NPC and JTS personnel will transfer traffic to the new links, and existing radios, cabling and antennas will be decommissioned. All equipment will be installed to JTS standards, with appropriate grounding and supports.

Quoted design assumes FCC channel availability. The quoted equipment can be used in two or more bands, so the installed equipment might not match the design provided in fine detail, to meet available channels. An as-built network design will be provided at installation.

NPC requested re-use of existing antennas, however no adapter has been found to convert the existing Ceragon-proprietary mounts to those used by the quoted ODU's. New antennas are specified.

Site specifics:

McKay's Peak:

- new 11G link, 200M capacity, 4' dish
- new 11G link , 200M capacity, 3' dish
- new 11G link, 200M capacity, 4' dish
- remove decommissioned equipment

Whiteriver Center:

- New 18G link, 250M capacity, 2' dish
- remove decommissioned equipment

Whiteriver Point:

- New 18G link , 250M capacity, 2' dish
- New 11G link, 250M capacity, 3' dish
- remove decommissioned equipment

Allowance has been made for this site to cover TERO charges. However, if these charges are exceptional JTS will pass those charges through to NPC.

The actual schedule of link installation, testing, and cutover will be agreed to by both parties before work begins. Testing will consist of cable characterization, link BER and RSL. Acceptance criteria will be cabling loss < 2 db above nominal, return loss > 19 db; BER < 10E-6, and RSL < 3 db above design. All as-built documentation will be provided to customer after project completion. All equipment and shipping costs will be billed upon receipt of PO.

1		McKay's Peak:	
2	1	Labor & Travel, Radio/Antenna installs at McKay's Peak	\$26,397.40
3		SubTotal	\$26,397.40
4			
5		Whiteriver Center:	
6	1	Labor & Travel, Radio/Antenna installs at Whiteriver Center	\$16,122.65
7		SubTotal	\$16,122.65
8			
9		Whiteriver Point:	
10	1	Labor & Travel, Radio/Antenna installs at Whiteriver Point	\$16,594.57
11		SubTotal	\$16,594.57
			SubTotal \$59,114.62
			Sales Tax \$0.00
			Shipping \$0.00
			Total \$59,114.62

JTS - STANDARD TERMS & CONDITIONS

1. ACCEPTANCE:

Proposal valid for thirty (30) days from date of quotation unless specifically stated otherwise by JTS. Acceptance of order/contract by JTS subject to credit approval. The Buyer agrees to, and is bound by, the terms and conditions expressed herein, unless objected to in writing by Buyer and accepted in writing by JTS. Buyer's acceptance of all or any part of the proposal is conclusive assent to abide by the terms and conditions herein.

2. TERMS:

Net 30 days from date of invoice with approved credit or as specified in proposal. Material cost is to be paid before any equipment is ordered. Invoice to be issued upon completion of pre-staging, pre-configuration, and pre-assembly. Final invoice to be issued upon completion of installation and submittals. If not paid by 30 days from date of invoice, as an additional remedy for lateness, there shall be paid a service charge at the rate of 1 ½% per month (or maximum legal rate) from the due date until paid.

3. TAXES:

Prices do not include excise, sales, use, privilege, import/export duties or any other tax, duty or assessment which may be imposed upon JTS. However, all such taxes, duties or assessments are the responsibility of the Buyer.

4. CHANGE ORDERS/CANCELLATION:

Purchase Order or contract may not be changed or cancelled without prior written approval by JTS. Any order cancelled, after any work has been performed by JTS, or related partners, such as Engineering Services, Fabricating, Mobilization, Installations, etc., will have a cancellation charge to be determined solely at the discretion of JTS, for whatever work has been performed. If Buyer so chooses, it shall have the right to receive the material already procured at time of cancellation at the quoted price. JTS reserves the right to change or modify the design or construction of any of its products and services, and to substitute materials or services equal to or superior in quality and construction to that originally specified.

5. DELAYS:

For any delay due to Force Majeure, including but not limited to, Acts of God, fire, malicious mischief, insurrection, riot, war (declared or undeclared), explosions, epidemics, acts of Buyer, its employees, agents or subcontractors, strikes, freight embargoes, unusually severe weather conditions or any other cause whatsoever beyond the control and without fault of JTS or its subcontractors, whether similar to or dissimilar from causes herein enumerated, then JTS shall not incur any liability consequential or otherwise for such delays and an equal extension of time within which to perform shall be allowed to JTS. Crew downtime incurred for any reason, including but not limited to, materials delays, defective materials, Buyers delays, shall be charged to Buyer at JTS' current rates for downtime/standby time.

6. DELIVERY:

All prices are F.O.B. (freight on board) factory, site or nearest accessible point. Buyer will be billed for freight charges. JTS' responsibility ceases upon shipment/receipt of materials by carrier. JTS does not accept responsibility for damages or shortages which occur during transit. JTS will ship materials by common carrier. Buyer must make careful inspection of materials when received and make all claims for damage or loss to delivering carrier at once. All delivery times given by JTS are approximate dates and times only; unless specifically agreed to by JTS, JTS shall not incur any liability for downtime suffered by Buyer because of delayed delivery.

7. RETURNED PRODUCTS:

Prior written authorization from JTS is required for all returned products. When return is authorized, it must be received within 60 days after shipment, freight prepaid to a destination of JTS' choice, and be in new condition. All returned products are subject to a restocking charge to be determined by JTS. Only products specifically approved for return by JTS will be considered for return and credit. Unusable products to JTS will be scrapped and no credit will be given.

8. INDEMNIFICATION:

Buyer shall protect, defend and indemnify JTS and its officers, directors and employees for, from and against all claims, demands, expenses (including reasonable attorney fees) and causes of action of every kind and character that arise out of or are related to the work under this agreement and are caused by or arise out of Buyer's negligence, willful misconduct or other acts or omissions which impose upon Buyer strict liability, and that result in personal injury, death, property loss or damage. If such claim, demand, expense or cause of action is caused by or arises out of the joint or concurrent negligence, willful misconduct or acts or omissions of JTS and Buyer each party shall indemnify the other to the extent of the indemnifying party's negligence, willful misconduct or omissions.

9. WARRANTY:

- a. Sale of Materials: JTS passes through all manufacturer warranty to Buyer, that the products re-sold by JTS will be free from defects of material and workmanship for the period specified by that particular manufacturer. Products fabricated by JTS will be free from defects of material and workmanship for a period of one (1) year from date of shipment. JTS' sole obligation under these warranties will be limited, at JTS' option and expense, to either repairing or furnishing a replacement F.O.B. first point of shipment for the products or parts thereof which JTS determines do not conform with these warranties, and Buyer's exclusive remedy for breach of any such warranties will be enforcement of such obligation of JTS. JTS expressly provides that it is not responsible for labor costs involved in the re-installation of such products or parts. JTS does not warrant any material, product or labor not contracted for, manufactured or furnished by Seller. This warranty shall be effective only if Buyer installs all materials according to JTS' recommendations and specifications and that Buyer, during the warranty period shall regularly, not less than semi-annually, inspect and properly maintain all items. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. IN NO EVENT SHALL JTS BE LIABLE FOR CONSEQUENTIAL DAMAGES, NOR SHALL JTS' LIABILITY OF ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE SALES CONTRACT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCT. Any action for breach of warranty must be commenced within one year after the cause of action accrues.
- b. Sale of Labor: In addition to the above warranty on materials, construction and installation labor through JTS' employees and subcontractors, JTS agrees to correct all construction and installations performed under this Agreement which proves to be defective in workmanship within a period of one (1) year from the date of substantial completion of the construction or installation project.

10. ASSIGNMENT:

JTS reserves the right to assign, transfer, subcontract or delegate responsibilities of order/contract, in whole or in part, without prior written approval of Buyer. Any such transfer does not relieve JTS from order/contract obligation to Buyer.

11. SITE/JOB CONDITIONS:

Buyer shall provide site access during normal business hours 7am-5pm Monday-Friday. Site(s) shall be readily accessible to standard vehicles, and in the event of civil construction or tower erection, accessible to standard mix trucks, semi-tractor and trailers, cranes etc., with adequate space for material delivery, storage, assembly/erection and have adequate space for equipment operation and equipment turn around during construction. Unless otherwise stated in JTS' proposal, concrete installation is based on normal soil (4000 psf) as defined by E.I.A. Specification, responsibility of determining soil conditions rest with Buyer. Site shall be free from overhead and underground obstructions for placement of guys, anchors and foundations.

- a. Normal Soil Conditions and Excavation, Soils Analysis Required. After review of the soils report, if caissons or any form of bed rock excavation or blasting is required, this will result in changes to the foundation quotation.
- b. Survey of proposed site required before installation of foundations.
- c. Site Level within +/- 10' between any two work points.
- d. Actual conditions of soils, site conditions, and antenna loading will result in changes to the quotation.
- e. Adverse weather conditions may affect installation costs: Rain, snow or ice, during installation will result in additional cost not to exceed \$1500 per day, or delay of project until suitable weather conditions permit project completion within budget. In the event that more than 2 cumulative days is lost due to inclement weather the customer and the contractor will discuss options to either pay crew expenses or demobilize and remobilize the crew.
- f. Any unsafe acts performed on site in JTS presence will be liable for work being ceased with possible change order not to exceed \$3000 per day.
- g. Any unsafe conditions found on site will be liable for work being ceased with possible change order not to exceed \$3000 per day.

12. EXCLUSIONS FROM PROPOSAL PRICE:

Proposal prices does not include the following, unless specifically stated otherwise:

- a. Blasting, drilling, use of jack hammer, sheet piling, pumping of water or other condition requiring special material or equipment for foundation installation.
- b. Hauling in backfill.
- c. Site clearing of any nature.
- d. Restoration of any landscaping, fencing, crops or other improvements.
- e. Permits, fees or licenses of any nature.
- f. Rain, snow or ice weather conditions during installations of foundations or tower erections.
- g. Union Labor.
- h. Standby time while waiting for Buyer deliveries and delays during construction or inspections, as well as, delays in site access.
- i. Engineering certifications, special insurance coverage (other than standard liability and workers' comp.) or any type of bond, or related bond fees.
- j. Delivery of equipment to sites (unless specified in proposal)
- k. Concrete coring, x-raying, scanning, penetrating radar or repairs.
- l. Conduit runs, (unless specified in sales proposal)
- m. Extra work beyond the scope of sales proposal.
- n. Training related to special site or landlord circumstances, or special clothing or related monitoring equipment. Inclusion of any of the above constitutes a change order which shall be invoiced as an extra cost to Buyer.

13. STORAGE:

JTS reserves the right to apply storage charges of three-hundred and fifty dollars (\$350.00) per month for structures/equipment kept in our yard/warehouse beginning 60 days after original ship date.

14. STILL PHOTOGRAPHY - VIDEO: JTS at all times reserves the right to take pictures or video of any or all of its products and services after installation for documentation or advertising purposes, except those which are under classified government control and agreed to in writing by JTS.

15. GOVERNING LAW: Contracts formed as a result of this proposal and the performance thereof shall be governed by principles of contract law under the laws of the State of Texas. Jurisdiction to resolve any dispute arising hereunder is agreed to be the District Court of the State of Texas.

16. ENTIRE AGREEMENT: These terms and conditions are solely for the benefit of JTS and Buyer hereto and, in addition to the proposal attached hereto, represent the entire and integrated agreement between the parties, and, unless specifically referenced herein, supersedes all prior negotiations, representations or agreements, either written or oral.

14. SERVICE:

JTS defines a "service call" as 2 technicians, during normal business hours 8a-5p Monday – Friday for a 9 hour day, totaling 18 man hours, once this has been reached, over time will be charged to the customer with prior customer knowledge and approval.

Authorized and accepted by signature below:

Accepted By: 
P.J.W (Jul 19, 2017)

Date: Jul 19, 2017

Printed Name: PJW

Title: Associate Vice President and CIO

Northland Pioneer College

DIRECTED OR SOLE SOURCE JUSTIFICATION FORM

Purpose of this form: To communicate and document the reason for recommending a supplier where (a) competitive bidding was not used or (b) competitive bidding was used and a supplier other than the lowest bidder is recommended.

Description of Product and/or Service: Upgrading the college's Network/Tower Infrastructure.

Name of Supplier: JTS Date: 7/14/17

Please select the reason for recommending the above named supplier:

- checkbox The requested product is an integral part or accessory to existing equipment.
checkbox The service requested is for existing equipment which can only be completed by the original manufacturer or manufacturer's designated service provider.
checkbox The requested product or service has unique design, performance, and/or quality specifications that are essential to particular teaching needs and are not available in comparable products.
checkbox The requested service requires a supplier that can demonstrate unique skills or experience.
checkbox Only one supplier is capable of providing supplies, services, or construction.
checkbox Emergency - The goods or services are needed to correct or prevent an emergency health, environmental or safety hazard; special or time sensitive events; and/or emergency repair or replacement of existing equipment essential for daily operations.

Additional Information (Required Irrespective of Reason Selected):

Please explain why other suppliers were excluded from the evaluation. Attach additional sheets if necessary.

There are no other providers in our area that is capable of doing this work.

If compatibility with existing equipment is your reason for recommending the supplier, provide the following information about the existing equipment.

Description: N/A

Manufacturer & Model No.:

Other Suppliers Contacted: Note all other suppliers considered for this product or service. Include the reason why the product or service was not acceptable. Attach additional sheets if necessary.

- a) Supplier:
Contact Name & Phone #:
Product/Service Description:
Technical Deficiency:

Northland Pioneer College

DIRECTED OR SOLE SOURCE JUSTIFICATION FORM

b) Supplier: _____
Contact Name & Phone #: _____
Product/Service Description: _____
Technical Deficiency: _____

Authorization

PJW

Printed or Typed Name of Vice President

[Signature]
X PJW (Jul 29, 2017)

Signature of Vice President

Ernest Hess

Printed or Typed Name of Requester

[Signature]
X Ernest Hess (Jul 13, 2017)

Signature of Requester

I certify that I am in compliance with the Disclosure of Substantial Interest requirements (Policy 1220, Procedure 2715). I understand and accept my obligation to disclose any interest in a proposed College transaction.

I have no substantial interest to disclose.

The above is an accurate and current statement of all my reportable outside interests and activities, to the best of my knowledge.

Date: Jul 13, 2017 Requester's Signature: [Signature] Ernest Hess (Jul 13, 2017)

For VPAS Use Only
VICE PRESIDENT FOR ADMINISTRATIVE SERVICES APPROVAL
Approved by: _____ Date of Review: _____
Approved: [] Yes [] No Reason for denial: _____
[] Need additional information before a decision can be made.
Information needed: _____

Northland Pioneer College

DIRECTED OR SOLE SOURCE JUSTIFICATION FORM

NPC Procedures:

Northland Pioneer College purchasing procedures permit, under certain conditions, purchases of goods or services from a directed or sole source without soliciting bids from multiple sources.

NPC recognizes that special circumstances may not support the use of competitive bidding. In these situations, directed or sole source purchases may be an acceptable alternative.

Directed or sole source purchases are an exception to the Northland Pioneer College Purchasing Procedure, and must always be in writing. The Vice President for Administrative Services will approve a directed or sole source purchase on a case-by-case basis.

Definitions:

Directed Source: Indicates a product or service must, for specific and justifiable reasons, be purchased from one specified supplier. Directed Source procurement may be used when one of the following conditions exists:

- The requested product is an integral part or accessory to existing equipment.
- The service requested is for existing equipment which can only be completed by the original manufacturer or manufacturer's designated service provider.
- The requested product or service has unique design, performance, and/or quality specifications that are essential to a particular research protocol or teaching needs and are not available in comparable products.
- The requested service or system requires a supplier with unique skills or experience.

Sole Source: Indicates only one supplier exists capable of providing a particular product or service.

Process:

The Directed or Sole Source Justification Form shall accompany any request for a purchase from a Directed or Sole Source where:

- the purchase exceeds \$1,000, and
- the purchase is not covered by an existing contract or price agreement.

Furnish the necessary explanation and documentation as noted on the form. The requestor and the appropriate approver (vice president) must co-sign this document. Forward the form and supporting documentation to the Vice President for Administrative Services for review and approval.

Evaluation:

For directed and sole source purchases, each department is responsible for evaluating alternative sources of supply and documenting the reasons that the purchase will be directed to a particular supplier or service provider when alternative sources are available. Departments also are responsible for verifying that prices paid for directed and sole source purchases are fair and reasonable.

Under no circumstances shall a supplier be advised that a contract will be awarded on a directed or sole source basis before approval by the Vice President for Administrative Services.

The determination as to whether a directed or sole source justification is reasonable is based on one or more of these criteria:

- the requestor has investigated and documented his/her evaluation of potential alternate sources of supply for the requested product and/or service.
- the requestor's documentation explains how similar products and/or services cannot meet the required specifications.
- the requestor has documented that a good faith effort has been made to identify other sources.

If the purchase meets the criteria for Directed or Sole Source, the Vice President for Administrative Services will authorize the purchase. The Directed or Sole Source Form will be returned to the requestor if the purchase does not meet the criteria or if additional information is needed.

Exclusions:

Subscriptions, dues, memberships and other similar items will be treated as sole source, and do not require sole source justification documentation.



Username

[Forgot Username?](#)

Password

[Forgot Password?](#)

Log In

[Create an Account](#)

[HOME](#) [SEARCH RECORDS](#) [DATA ACCESS](#) [CHECK STATUS](#) [ABOUT](#) [HELP](#)

Entity Dashboard

- ▶ [Entity Overview](#)
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 - ▶ [Active Exclusions](#)
 - ▶ [Inactive Exclusions](#)
 - ▶ [Excluded Family Members](#)

[RETURN TO SEARCH](#)

JOHNSTON TECHNICAL SERVICES, INC.
 DUNS: 191582836 CAGE Code: 326G5
 Status: Active
 Expiration Date: 02/16/2018
 Purpose of Registration: All Awards

5710 S COCKRELL HILL RD
 DALLAS, TX, 75236-2100,
 UNITED STATES

Entity Registration Summary

Name: JOHNSTON TECHNICAL SERVICES, INC.
Doing Business As: J T S
Business Type: Business or Organization
Last Updated By: Kyle Fuller
Registration Status: Active
Activation Date: 02/16/2017
Expiration Date: 02/16/2018

Exclusion Summary

Active Exclusion Records? No

Request to Approve the Purchase of Security Applications

Recommendation:

Staff recommends an approval to purchase network security software applications from CDWG, at a combined price of \$295,685.00 which includes sales tax.

Summary:

This purchase enhances development of a growing security posture.

The proposed purchase is pursued through state contract pricing under contract: National IPA Technology Solutions Education (130733) ensuring best pricing available for this purchase. The purchase includes five year licensing. The software applications addressed are essential to securing our network, data and digital environment. The development of our security footprint promotes NPC Information Services ability to proactively defend the digital environment against intrusion and malware, enforce policy controls, gain granular control of firewall routing and switching, expose application traffic, promote enhanced controls of network traffic and digital profiling of data. The software applications recommendation and purchased will simplify complexity and add value with a greater range of network, data and digital asset protection.





Northland Pioneer College

EXPANDING MINDS • TRANSFORMING LIVESSM

REQUISITION

S
U
B
M
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CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

Use Tax _____ 1099 _____

NPC IDENTIFICATION NUMBER _____

P.O. NUMBER _____

Ernest Hess
 Ernest Hess (Jul 13, 2017) Date Jul 13, 2017

ORIGINATOR / BUDGET MANAGER
PJW
 PJW (Jul 19, 2017) Date Jul 19, 2017

BUDGET MANGER / DEAN / DIRECTOR
 _____ Date / /

VICE PRESIDENT (Required for Purchases \$10,000 & Above)
 _____ Date / /

PRESIDENT (Required for Purchases \$25,000 & Above)
 _____ Date / /

BOARD APPROVAL (Required for \$50,000 & Above) Date / /

GIVE FULL AND COMPLETE PARTICULARS FOR EACH ITEM REQUESTED

QTY	DETAILED DESCRIPTION	UNIT PRICE	AMOUNT	ACCOUNT NUMBER
1	Multiple Items See attached quote		295685 00	50 - 5070 -5620 -10
			SUB TOTAL	295685 00
			<input type="checkbox"/> SALES / <input type="checkbox"/> USE TAX	
			FREIGHT	
			TOTAL	

COMMENTS/SPECIAL INSTRUCTIONS:

All vendors for service, equipment rentals, and leases must have a W-9 compliance form on file with the NPC Business Office. If the vendor is not listed on the 1099 listing, a completed W-9 form must be attached to the requisition.

DISTRIBUTION: BUSINESS OFFICE – White & Yellow; BUDGET MANAGER / DEAN / DIRECTOR / REQUISITIONER – Pink

QUOTE CONFIRMATION



Thank you for considering CDW for your technology needs. The details of your quote are below.

QUOTE DATE	DESCRIPTION	QUOTE	TOTAL
7/7/2017	Northland Pioneer College Cisco Security ELA 2.0	CISCOELA	\$295,685.00

QUOTE DETAILS				
QTY	ITEM	CISCO DESCRIPTION	NPC UNIT PRICE	NPC EXT. PRICE
600	E2SC-E-ESA-5Y-S3	ELA 2 ESA SW Bundle (ESP+AMP+GSU+SMA) 5YR Lic , 500-999u	\$68.00	\$40,800.00
600	E2SC-UMBINS-5Y-S4	ELA 2 Umbrella Insights+GLD, 5YR, 500-999u	\$85.00	\$51,000.00
120	E2SC-CL-PLT1-5Y-S1	ELA 2 Cloudlock Sub for 1 App, 5YR, 100-249u	\$126.00	\$15,120.00
2	E2SC-A5508-TAMC-5Y	ELA 2 ASA5508 FirePOWER IPS, AMP and URL 5YR Subs	\$3,000.00	\$6,000.00
2	E2SC-A5525-TAMC-5Y	ELA 2 ASA5525 FirePOWER IPS, AMP and URL 5YR Subs	\$8,465.00	\$16,930.00
600	E2SC-AC-APX-5Y-S4	ELA 2 AnyConnect Apex License, 5YR, 500-999 Users	\$6.50	\$3,900.00
1500	E2SC-FP-AMP-5Y-S4	ELA 2 Advanced Malware, Protection 5YR, 1K-4999 Nodes	\$58.50	\$87,750.00
3000	E2SC-ST-FR-5Y-S1	ELA 2 Stealthwatch Flow Rate 5Y Subs, 100-4,999	\$14.50	\$43,500.00
1	E2SC-ISEAPX-5YR100	ELA 2 ISE 100 5 yr Endpoint Apex License	\$575.00	\$575.00
1	E2SC-ISEAPX-5YR500	ELA 2 ISE 5 yr 500 Endpoint Apex License	\$2,650.00	\$2,650.00
1	E2SC-ISEPLS-5YR1K	ELA 2 ISE 5-Yr 1K Endpoint Plus License	\$7,000.00	\$7,000.00
1	E2SC-ISEPLS-5YR250	ELA 2 ISE 5-Yr 250 Endpoint Plus License	\$1,750.00	\$1,750.00
1	E2SC-P-ISEB500	Security ELA 2.0 ISE 500 EndPoint Base License	\$875.00	\$875.00
1	E2SC-P-ISEB1500	Security ELA 2.0 ISE 1500 EndPoint Base License	\$2,650.00	\$2,650.00
600	E2SC-ST-EP-5Y-S4	ELA 2 Stealthwatch Endpoint Subscriptions 5YR, 500-999U	\$23.00	\$13,800.00
1	E2SC-P-ISE-ADM	Security ELA 2.0 ISE	\$1,385.00	\$1,385.00
Contract: National IPA Technology Solutions Education (130733)			NPC SUBTOTAL	\$295,685.00

CUSTOMER INFO	CDW INFO
Northland Pioneer College 102 N 1st Ave Holbrook, AZ 86025	Rachel Parker rachpar@cdw.com 866-708-1693

© 2016 CDW LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.800.4239. Prices are contingent on final pricing approval from Manufacturer. Quote provided based on specification provided by customer. No workload validation has been done. The terms and conditions provided on this link apply: <http://www.cdw.com/content/terms-conditions/default.aspx>. Applicable Taxes and Shipping not shown.

Northland Pioneer College

DIRECTED OR SOLE SOURCE JUSTIFICATION FORM

Purpose of this form: To communicate and document the reason for recommending a supplier where (a) competitive bidding was not used or (b) competitive bidding was used and a supplier other than the lowest bidder is recommended.

Description of Product and/or Service: Software for the hardware purchased from last year's budget.

Name of Supplier: CDWG Date: 7/14/17

Please select the reason for recommending the above named supplier:

- The requested product is an integral part or accessory to existing equipment.
The service requested is for existing equipment which can only be completed by the original manufacturer or manufacturer's designated service provider.
The requested product or service has unique design, performance, and/or quality specifications that are essential to particular teaching needs and are not available in comparable products.
The requested service requires a supplier that can demonstrate unique skills or experience.
Only one supplier is capable of providing supplies, services, or construction.
Emergency - The goods or services are needed to correct or prevent an emergency health, environmental or safety hazard; special or time sensitive events; and/or emergency repair or replacement of existing equipment essential for daily operations.

Additional Information (Required Irrespective of Reason Selected):

Please explain why other suppliers were excluded from the evaluation. Attach additional sheets if necessary.

Reduces administrative burden of support contract administration.

If compatibility with existing equipment is your reason for recommending the supplier, provide the following information about the existing equipment.

Description: N/A

Manufacturer & Model No.:

Other Suppliers Contacted: Note all other suppliers considered for this product or service. Include the reason why the product or service was not acceptable. Attach additional sheets if necessary.

- a) Supplier:
Contact Name & Phone #:
Product/Service Description:
Technical Deficiency:

Northland Pioneer College

DIRECTED OR SOLE SOURCE JUSTIFICATION FORM

b) Supplier: _____
Contact Name & Phone #: _____
Product/Service Description: _____
Technical Deficiency: _____

Authorization

Phillip Way

Printed or Typed Name of Vice President

X P.J.W (Jul 19, 2017)

Signature of Vice President

Ernest Hess

Printed or Typed Name of Requester

X Ernest Hess (Jul 13, 2017)

Signature of Requester

I certify that I am in compliance with the Disclosure of Substantial Interest requirements (Policy 1220, Procedure 2715). I understand and accept my obligation to disclose any interest in a proposed College transaction.

I have no substantial interest to disclose.

The above is an accurate and current statement of all my reportable outside interests and activities, to the best of my knowledge.

Date: Jul 13, 2017 Requester's Signature: Ernest Hess (Jul 13, 2017)

For VPAS Use Only
VICE PRESIDENT FOR ADMINISTRATIVE SERVICES APPROVAL
Approved by: _____ Date of Review: _____
Approved: [] Yes [] No Reason for denial: _____
[] Need additional information before a decision can be made.
Information needed: _____

Northland Pioneer College

DIRECTED OR SOLE SOURCE JUSTIFICATION FORM

NPC Procedures:

Northland Pioneer College purchasing procedures permit, under certain conditions, purchases of goods or services from a directed or sole source without soliciting bids from multiple sources.

NPC recognizes that special circumstances may not support the use of competitive bidding. In these situations, directed or sole source purchases may be an acceptable alternative.

Directed or sole source purchases are an exception to the Northland Pioneer College Purchasing Procedure, and must always be in writing. The Vice President for Administrative Services will approve a directed or sole source purchase on a case-by-case basis.

Definitions:

Directed Source: Indicates a product or service must, for specific and justifiable reasons, be purchased from one specified supplier. Directed Source procurement may be used when one of the following conditions exists:

- The requested product is an integral part or accessory to existing equipment.
- The service requested is for existing equipment which can only be completed by the original manufacturer or manufacturer's designated service provider.
- The requested product or service has unique design, performance, and/or quality specifications that are essential to a particular research protocol or teaching needs and are not available in comparable products.
- The requested service or system requires a supplier with unique skills or experience.

Sole Source: Indicates only one supplier exists capable of providing a particular product or service.

Process:

The Directed or Sole Source Justification Form shall accompany any request for a purchase from a Directed or Sole Source where:

- the purchase exceeds \$1,000, and
- the purchase is not covered by an existing contract or price agreement.

Furnish the necessary explanation and documentation as noted on the form. The requestor and the appropriate approver (vice president) must co-sign this document. Forward the form and supporting documentation to the Vice President for Administrative Services for review and approval.

Evaluation:

For directed and sole source purchases, each department is responsible for evaluating alternative sources of supply and documenting the reasons that the purchase will be directed to a particular supplier or service provider when alternative sources are available. Departments also are responsible for verifying that prices paid for directed and sole source purchases are fair and reasonable.

Under no circumstances shall a supplier be advised that a contract will be awarded on a directed or sole source basis before approval by the Vice President for Administrative Services.

The determination as to whether a directed or sole source justification is reasonable is based on one or more of these criteria:

- the requestor has investigated and documented his/her evaluation of potential alternate sources of supply for the requested product and/or service.
- the requestor's documentation explains how similar products and/or services cannot meet the required specifications.
- the requestor has documented that a good faith effort has been made to identify other sources.

If the purchase meets the criteria for Directed or Sole Source, the Vice President for Administrative Services will authorize the purchase. The Directed or Sole Source Form will be returned to the requestor if the purchase does not meet the criteria or if additional information is needed.

Exclusions:

Subscriptions, dues, memberships and other similar items will be treated as sole source, and do not require sole source justification documentation.



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CDW Government LLC
 DUNS: 026157235 CAGE Code: 1KH72
 Status: Active
 Expiration Date: 01/13/2018
 Purpose of Registration: All Awards

270 N Milwaukee Ave
 Vernon Hills, IL 60061-4304
 UNITED STATES

[Entity Overview](#)

Entity Registration Summary

Name: CDW Government LLC
 Business Type: Business or Organization
 Last Updated By: Jeanette Teasley
 Registration Status: Active
 Activation Date: 01/13/2017
 Expiration Date: 01/13/2018

Exclusion Summary

Active Exclusion Records? No