AMENDMENT # 1

DATE: February 20, 2014

TO: All Bidders of Record

FROM: Robert Ortega, Buyer

SUBJECT: Amendment #1 to Request for Bid #T-2919, Turn Key Training Module

This amendment becomes part of the Request for Bid #T-2919 and modifies the original bidding documents as noted below:

OFFERORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON PAGE 9.

Changes, Additions and Clarifications as follows:

1. Change/Addition: The following language replaces Request for Bid (RFB) #T-2919 Section A, Standard Bid Terms and Conditions. Clause 13. Contractor Guarantee and Section B, CNM General Terms and Conditions, Clause 2. Warranties:

   The awarded vendor shall provide all components necessary to meet the specifications for the Engine Trainer as described in RFB Section D, Item # 1. The Awarded Vendor makes no representation of warranty that the Training Engine is free from defects in material or workmanship, nor any other warranties, express or implied, including, without limiting the generality of the forgoing, implied warranties of merchantability and fitness, and assumes no liabilities of any kind arising out of, or in connection with, the condition, performance, use of operation of this component or engine including, without limitation, any obligation or liability arising from or respect to loss of use, revenue or consequential damages, or with respect to damage to property or injury to or death of any person.

2. Addition: It is understood that the Engine Trainer offered to CNM is solely for instructional purposes and that under no circumstances will the engine as supplied as award to this RFB be operated in any on-highway, marine, industrial or power generation application, and further that it is being offered to CNM on an “AS IS” basis. CNM’s Limitation of Liability in this regard is as follows: As between the parties, CNM acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of its employees or agents. The liability of Central New Mexico Community College shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended. Awarded Vendor and CNM acknowledge that Awarded Vendor will be only responsible for claims or damages arising from personal injury or damage to persons or property solely to the extent they result from the gross negligence or willful misconduct of its employees or agents.

3. Addition: If at any time CNM should cease to have need to use of this component or engine for instructional purposes, CNM agrees to dismantle and sell the component or engine for scrap, under such conditions that the component or engine cannot be salvaged for use, and except as provided in this paragraph, under no circumstances will CNM sell or otherwise transfer or loan the component or engine to any other person or permit the component or engine to be used for other than instructional purposes by CNM.

4. Addition: Any news release, advertisement, or public announcement relating to award of this RFB shall be mutually agreed by both parties (BID awardee and CNM).

All other specifications, terms and conditions remain unchanged. Bidders must acknowledge receipt of this Amendment in the space provided in Request For BID #T-2919 – page 9. The due date and time of February 28, 2014 at 3PM MST remains unchanged.