AMENDMENT # 2

DATE: January 11, 2009

TO: All Bidders of Record

FROM: Gil Rivera, Buyer

SUBJECT: Amendment #2 to P-289, “Online Courses”

This amendment becomes part of the Contract Documents and modifies the original bidding documents as noted below:

The following questions are in reference to Section D, 3.5.3. CRITERIA, B. CAPABILITY AND CAPACITY. For each question, CNM has copied the original RFP clause and language, and the vendor’s question directly beneath in ITALICIZED font.

1. QUESTION: 6. The proposed solution shall integrate with the Augusoft Lumens online registration system. Augusoft Lumens has a simple method for importing course meta data from a third party provider. Are you looking for anything more than that type of an answer?

   ANSWER: Yes. The vendor shall describe the method used for integration, and confirm whether or not this integration tool is compatible with their products.

2. QUESTION: 7. The proposed solution should provide for unlimited user access.

   a) What is meant by unlimited user access?
   b) Is this for students or administrators using our system?
   c) Is this for enrollments or for access to courses/lessons?

   ANSWER: a) Unlimited access for students as to quantity of hours, number of courses or any other online feature that a student might need to successfully complete a course. For example, enrolled students should have 24 hours x 7 days a week access to all classes that they are enrolled in. If there are any access restrictions, then the vendor shall advise what these restrictions are.
   b) Students, however if CNM is required to access the site as an administrator, then any limitations should be defined.
   c) Both
3. QUESTION: 12. Provide descriptions of sample content and supply samples of curriculum, course syllabus, and proprietary rights or trademarks that apply (please limit to 3 or less). Would it be acceptable to provide electronic access to courses with username and password and an access link to accommodate and expedite the review process rather than submitting paper based descriptions?

ANSWER: Yes.

4. QUESTION: 15. What are the promotional parameters especially as applicable to multiple providers? What is meant by “promotional parameters” as applicable to multiple providers?

ANSWER: As stated on the RFQ, CNM seeks to select more than one provider so are there any parameters with your firm with respect to promotional materials? For example, some providers prohibit the use of their logo on any promotional material where another provider or competitor is listed.

5. QUESTION: 24. Describe system transactions and security as they would relate to CNM as intermediary for students if applicable. We do not understand clearly what is met by CNM as intermediary for students. Please clarify.

ANSWER: If students register for courses through CNM’s website via Augusoft Lumens, will CNM have any additional role to provide beyond the registration and payment system transaction? For example, will CNM need to act as intermediary between vendor and students for any reason beyond registration? If so, please describe what these additional requirements shall be.

6. QUESTION: 25. Describe security provided to enrolled students.
   a) Are your referring to information maintained in our LMS or other locations?
   b) What type of security would this be in reference to?

ANSWER: a) Yes. Please describe any additional assurance that CNM can give to students/customers that the provider maintains a secure online learning environment.
   b) Confidential student information. Compliance to FERPA and any other applicable laws.

7. QUESTION: 28. What routine documentation must CNM provide if any? We are not clear on what this item is asking. Please suggest what routine documentation refers to and in what regards?

ANSWER: Any reports, fiscal or enrollment documentation, etc.

8. QUESTION: 31. Describe the maintenance contract. Will it be provided directly by the Offeror, single third party, or multiple sources? We do not recognize the term, “maintenance contract”. Are you referring to our agreement that is used to do business with individual edu partners that form our national network?

ANSWER: Should CNM award a contract with the vendor, then an agreement shall be made between CNM and the vendor. If this agreement requires the payment of maintenance fees by CNM to the vendor, then the vendor shall disclose all such maintenance fees with their proposal for integration into the final agreement and Purchase Order.
9. QUESTION: 34. Include in your itemized costs a section for recurring costs, if any and optional costs for annual maintenance fees after the initial year of service (includes any upgrades and patches to the system, different levels of service 8:00 A.M. -5:00 P.M. MT, 24/7 service, etc.).
   
a) *This item is something other than the service we provide which is a revenue share program for the distribution and sale of non-credit courses. Would it be appropriate to simply say, this does not apply without being penalized?*

b) *If not, what are you asking for our type of operation?*

ANSWER:  
a) Yes.

b) We need to know specific costs that would be imposed on CNM, if any. Providing a sample of your revenue share agreement might be appropriate.

All other specifications, terms and conditions remain unchanged. Bidders are required to acknowledge receipt of this Amendment in the space provided in Section E. The due date and time of Friday, January 15, 2010 at 3PM MST remains unchanged.