AMENDMENT # 1

DATE: September 15, 2011
TO: All Bidders of Record
FROM: Gil Rivera, Buyer
SUBJECT: Amendment #1 to P-316, “Parking Management System”

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

**Bidders are required to acknowledge receipt of this Amendment in the space provided in Section E.**

1. QUESTION: System Users – How many users of the system does CNM anticipate having? This would be total users as well as concurrent users (i.e. the number of CNM staff that would be using the solution at any one time).

   ANSWER: CNM anticipates the following APPROXIMATE number users:
   - Cashiers: 9
   - Parking related:
     - Staff: 5
     - Dispatchers: 8
     - Parking Enforcement Officers: 2
   - Dean of Students: 8
   - Total: 32
   - Students & Staff: While the total number of students and staff is 30,000, it is difficult to identify the total number of concurrent student and staff users since their use will be on a limited basis to request parking permits once per term or yearly, and to manage any citations.

2. QUESTION: Handhelds – How many handheld devices is CNM seeking as part of this RFP?

   ANSWER: Seven (7).
3. QUESTION: Point of Sale Equipment – How many devices is CNM seeking as part of this RFP? This would apply to the barcode readers, electronic cash drawers, and receipt printers mentioned in Section D, 1.6.

ANSWER: Seven (7) sets. These items may be purchased initially or at a later date.

4. QUESTION: Ticket Stock – Can you please provide information on the number of tickets/citations written per year so that we can estimate the costs for the ticket stock that is requested? Can you also please provide information about the length of the ticket/citation that is typically issued as well as any color or design requirements for the ticket stock? Will the stock need to be printed on one side or two sides?

ANSWER: CNM issued 3048 ticket/citations in CY2010. We expect that number to grow with the expansion of parking services at our other campuses. Our estimated number with the expansion is 6000.

(See attached scan) Ticket length approximately 6 inches, color: blue & red, require ability print on one side however our current stock has printing on both sides, paper is thermal.

5. QUESTION: Proposal Length – In Section D, 3.4.2.4, it is noted that the ‘proposal length should be limited to 20 double spaced pages’;

A) does this include all of the exhibits that are requested and
B) does the proposal have to be double spaced?

ANSWER: A) Responses to Section E, Section F, and Exhibit B are not counted in the page limit.
Likewise, staff resumes are also not included in the page limit.
C) Yes.

6. CLARIFICATION: The Proposal Length as specified In Section D, 3.4.2.4 has been changed.

WAS: limited to 20 double spaced pages

IS NOW: limited to 25 double spaced pages

7. QUESTION: Exhibit A – Insurance Requirements. Are insurance certificates required as part of the submission? I did not see where they were but wanted to double check as the Exhibit was included?

ANSWER: No. The Insurance Certificate is required ONLY from the awarded vendor upon CNM’s request.

8. QUESTION: Exhibit D – CNM’s Non-Disclosure Agreement. This document is listed on the Table of Contents on Page #1 but was not part of the overall document, should it be and are there any requirements with this document at this time?

ANSWER: The awarded vendor shall be required to complete a non-disclosure agreement. A sample NDA is included with this amendment.
9. **CLARIFICATION:** The following NEW specification and evaluation criteria clauses 5.6 and RR1 are added.

**SPECIFICATION:**

5.0 PARKING CITATION REQUIREMENTS

5.6 DESIRABLE. The System should have the ability to export Student Citation data to a Student Discipline Database.

**EVALUATION CRITERIA:**

RR1) Describe how the System can be configured to export Student Citation information into a Student Discipline Database. List all formats available for export and database types that the System is compatible with.

10. **CLARIFICATION:** The RFP due date has been extended one week.

**WAS:** Due date and time, Wednesday, September 21, 2011 at 3PM MDT

**IS NOW:** Due date and time, Wednesday, September 28, 2011 at 3PM MDT

*Bidders are required to acknowledge receipt of this Amendment in the space provided in Section E.* All other specifications, terms and conditions remain unchanged. This amendment may also be downloaded from CNM’s website [http://www.cnm.edu/purchasing/proposals.php](http://www.cnm.edu/purchasing/proposals.php).
Citations must be paid in full or appealed within 16 calendar days of issuance. Impoundment/booted fees and all associated citations fees must be paid in full prior to requesting that a vehicle be released from impoundment.

DO NOT SEND CASH

Payment may be made in person at Student Services Building (900 University Ave SE) Cashiers Office between hours of 8:00 am to 5:00 pm.

Appeal Process:
Parking citations may be appealed in writing prior to the due date at CNM's Parking Services Office (901 Buena Vista SE). Appeal forms are available at the Security Department/Parking Services.

Name: ______________________________

Address: ______________________________

Identification No.: ______________________________
(CNM ID number or State DL number)

CNM Parking Services
901 Buena Vista SE
Albuquerque, NM 87106
505-224-4637
Non-Disclosure Agreement – for Contractors

This is an Agreement between Central New Mexico Community College (“CNM”) and [Contractor/Vendor name] (“Contractor”) concerning the confidentiality and nondisclosure of information relating to CNM, its students and employees. References in this Agreement to “CNM” mean CNM together with its students and employees.

WITNESSETH:

WHEREAS, Contractor has contracted with CNM to provide ___________________________ services, as described in Request for Proposal(s) No. ____ and related documents (the “Contract”), the terms and conditions of which Contract are incorporated herein by reference; and

WHEREAS, Contractor acknowledges and recognizes that in performing the Contract it may have access to data and information contained within or about CNM’s resources and systems; and

WHEREAS, Contractor acknowledges and recognizes that in performing the Contract it may have access to sensitive and/or proprietary and/or nonpublic data and information which is or may be subject to state and/or federal laws and regulations, including but not limited to privacy laws and regulations, which must be kept confidential pursuant to those laws and/or regulations; and
WHEREAS, Contractor recognizes that CNM has a compelling need to maintain confidentiality and prohibit disclosure of data and information contained within CNM’s resources and systems, and further recognizes that its Contract with CNM places Contractor in a position of special trust and confidence with respect to data and information concerning CNM and its operations; and

WHEREAS, Contractor recognizes and acknowledges that a breach of this Agreement would cause substantial, grave and irreparable harm to CNM and its interests; and

WHEREAS, Contractor agrees to the terms and conditions set forth below.

NOW, THEREFORE, for the reasons stated above, Contractor, as a precondition to its Contract with CNM and in partial consideration thereof, agrees and covenants with CNM as follows:

1. Contractor agrees to perform services under the Contract pursuant to any and all privacy and confidentiality requirements contained in state and federal laws and regulations applicable to CNM, as well as those state and federal laws and regulations applicable to Contractor.

2. Contractor agrees that it will keep in strictest confidence all CNM data and information to which it may have access in performing its duties under the Contract, in computerized form or otherwise, and that neither it nor anyone operating on its behalf will disclose or use, in any manner, CNM data and information, except to the extent necessary to carry out the Scope of Work in the Contract. No other use of the data and information by Contractor is permissible.

3. Contractor agrees to indemnify and hold harmless CNM from any and all liability, injury and damages resulting or arising from any intentional or
unintentional disclosure of data and/or information stored on or contained within CNM resources and systems by Contractor, its agents and representatives.

4. Contractor agrees and acknowledges that at all times during the Contract it is operating and shall operate as an independent contractor and not as an agent or employee of CNM.

5. Contractor agrees that information contained within CNM resources and systems shall be accessed, if at all, only as may be necessary to carry out the Contract. Contractor agrees to reasonably limit access to information contained within CNM resources and systems to those among its employees, officers or directors for whom disclosure is necessary to further the purpose of the Contract.

6. Contractor agrees that, upon the termination or conclusion of the Contract, it will deliver promptly to CNM all data, information, documentary and other materials relating to CNM, and any and all copies of electronic records thereof, within its custody or control or within the custody or control of its agents or representatives, that it or anyone operating on its behalf created, produced or obtained in the course of Contractor’s Contract with CNM.

7. Contractor agrees that if any person or entity requests, subpoenas, or otherwise attempts to obtain any data, information or material relating to CNM within Contractor’s custody or control, or within the custody or control of anyone operating on its behalf, it will notify CNM immediately and will cooperate fully in any legal action by CNM seeking protection against disclosure of such data, information or material.
8. If Contractor knows or has reason to believe that there has been an improper use or any disclosure of CNM’s data or information, Contractor shall orally notify CNM as soon as practicable and shall send written notice within five (5) business days of discovery. Such notification shall set forth in detail the known or suspected use or disclosure.

9. Contractor acknowledges and agrees that if it breaches this Agreement, CNM, in addition to terminating the Contract and taking other action available to it, may obtain preliminary and permanent court injunctions to stop the breach, and may also sue to recover from Contractor an amount equal to the damages caused by the breach and the revenues Contractor or anyone operating on its behalf derived from the breach, together with all costs and expenses, including attorneys’ fees, incurred by CNM in taking such actions.

10. Contractor agrees that the terms of this Confidentiality Agreement will survive the expiration or termination of the Contract.

11. This Agreement and obligations hereunder shall be binding on the representatives, assigns, and successors of the Contractor and shall inure to the benefit of the assigns and successors of CNM.

12. If any of the provisions of this Agreement are not enforceable, in whole or in part, the remaining provisions set forth in this Agreement shall nonetheless remain in full force and effect.

13. This Agreement constitutes the entire understanding of the parties about the subject matter hereof and may not be amended or modified except in writing signed by each of the parties to the Agreement.
IN WITNESS WHEREOF, each of the undersigned has caused this Confidentiality Agreement to be executed by their duly authorized representatives.

Central New Mexico Community College [Contractor/Vendor Name]

Print Name: _________________________  Pint Name: _________________________
Signature: __________________________  Signature: __________________________
Title: ______________________________  Title: ______________________________
Date: ______________________________  Date: ______________________________

Contractor Employees who will have access:

Print Name: _________________________
Signature: __________________________
Title: ______________________________
Date: ______________________________

Print Name: _________________________
Signature: __________________________
Title: ______________________________
Date: ______________________________

Print Name: _________________________
Signature: __________________________
Title: ______________________________
Date: ______________________________

Print Name: _________________________
Signature: __________________________
Title: ______________________________
Date: ______________________________