AMENDMENT # 1

DATE:       June 13, 2008
TO:         All Bidders of Record
FROM:       Gil Rivera, Buyer
SUBJECT:    Amendment #1 to Q-640 “ADA Door Operators”

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

1. Time is of the essence on this requirement. Funding for any resultant order will be made via a special grant that will expire at the end of this fiscal year. **Any resultant order must be delivered on or before June 30, 2008**, otherwise this funding will be lost.

2. A Quote Total row is missing from the original RFQ form. An updated form is provided to amend this oversight.

3. Clarification on meaning of Payment Discount: Payment Discount is in regards to payments made by CNM for payment terms other than NET 30 days. For example, a payment term discount of 1% Net 15 days is an alternative payment term to the requested payment term of NET 30 days. **PAYMENT TERMS WILL NOT BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.**

   NOTE TO BIDDERS: The total amount excluding any PAYMENT TERM discounts must be less than $20,000. Any order discount amount should be applied to unit prices instead of via a lump sum amount.

   The Amended RFQ form has been revised to read, “PAYMENT TERM DISCOUNTS OFFERED” instead of the previously listed terminology, “PAYMENT DISCOUNTS OFFERED.”

All other specifications, terms and conditions remain unchanged. Bidders are required to acknowledge receipt of this Amendment in their response cover letter.
REQUEST FOR QUOTATION
THIS IS NOT AN ORDER
RFQ #Q-640

COMPLETE AND RETURN BY FAX TO:
Central New Mexico Community College
Purchasing Department, 525 Buena Vista SE
Albuquerque, NM  87106
ATTN: Gil Rivera, Buyer    PHONE: (505) 224-4549   FAX: (505) 224-4548
Due Date: June 17, 2008 11AM MDT
Freight: FOB Dest. Freight Included
Terms: Net 30 days

Questions concerning the requirements of the end user should be directed to Gil Rivera at (505) 224-4549.

Please quote on the following ADA Door Operators:

NOTE: THIS RFQ IS INTENDED TO BE USED FOR PURCHASES NOT TO EXCEED $20,000.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>QTY</th>
<th>U/M</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>15</td>
<td>Ea.</td>
<td>ADA Door Operator, Model Z7000, Single Operator, 34” Header, Clear Header Finish (Chrome or Stainless), including manufacturer’s standard warranty, DC-Controls, Inc. or equal performance.</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Eight (8) configured for Right Hand (RH)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Seven (7) configured for Left Hand (LF)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

State Estimated Delivery Date:________ Days ARO.

Manufacturer’s Standard Warranty: Yes No
Circle “Yes” or “No” or state Other:______________________

State brand and model offered:______________________
<table>
<thead>
<tr>
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<th>QTY</th>
<th>U/M</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
</table>
| 2       | 32  | Ea. | **Universal Box Push Plate Package, P/N 6R3U3,** includes one (1) wall box, one (1) six inch (6”) round push plate, one (1) switch, one (1) 300 MHz transmitter, and manufacturer’s standard warranty, Larco *or equal performance.*  
Eight (8) configured for Right Hand (RH)  
Seven (7) configured for Left Hand (LF)  
State Estimated Delivery Date:________ Days ARO.  
Manufacturer’s Standard Warranty: Yes No  
Circle “Yes” or “No” or state Other:___________________  
State brand and model offered:________________________ | $_________ | $_________ |
| 3       | 16  | Ea. | **ADA Door Operator Receiver, Model 300MHZT, 300MHz, 24V AC/DC power, including manufacturer’s standard warranty, Larco *or equal performance.***  
Eight (8) configured for Right Hand (RH)  
Seven (7) configured for Left Hand (LF)  
State Estimated Delivery Date:________ Days ARO.  
Manufacturer’s Standard Warranty: Yes No  
Circle “Yes” or “No” or state Other:___________________  
State brand and model offered:________________________ | $_________ | $_________ |

**Total Bid Amount (Items 1, 2, and 3):** $_________

**PAYMENT TERM DISCOUNTS OFFERED:**  
CNMI will take advantage of payment term discounts offered whenever possible; however, payment discounts will not be used as a means to determine the lowest responsible bidder.

*FAXED QUOTES ARE DUE BACK to (505) 224-4548 no later than June 17, 2008, 11AM MDT*

CNM Purchase Order Terms & Conditions are attached and will apply to any orders issued as a result of this request.  
*Quote should be valid for 30 days*

**SIGNATURE**  
**TYPED/PRINTED NAME**  
**TITLE**  
**PHONE**  
**FAX**  
**DATE**

**COMPANY**  
**ADDRESS**  
**CITY/STATE/ZIP**
1. Inspection and Audit. a. CNM may inspect, at any reasonable time, any part of Seller’s plant or place of business which is related to performance of this Purchase Order. Acceptance of delivery shall not be considered acceptance of the materials, supplies or services furnished. Final inspection of product and services will be made at the destination. Any testing and inspection procedures required by the specification are in addition to CNM’s rights under this paragraph. 

b. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. Contractor shall maintain detailed records of all materials or supplies delivered to CNM under this Purchase Order, including serial numbers and other appropriate identifiers. These records shall be subject to internal and external audit. CNM shall have the right to audit billings both before and after payments. Payment under the resultant Agreement shall not preclude CNM from recovering excessive, erroneous or illegal payments previously made to the Contractor.

2. Warranties. Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller’s design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express and implied, are incorporated herein.

3. Acceptance and Rejection. If prior to final acceptance, any materials, supplies or service are found to be defective or not as specified, or if, CNM is entitled to revoke acceptance of them, CNM may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price at CNM’s option. Seller shall reimburse CNM for all incidental and consequential costs related to unaccepted materials, supplies or service. Notwithstanding final acceptance of any payment, Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of performance shall not waive CNM’s right to claim damages for breach.

4. Assignment. This order is assignable by CNM. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of CNM.

5. Changes. CNM’s Purchasing department may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without prior written approval of CNM’s Purchasing department. Any claim of Seller for an adjustment under this paragraph must be made in writing within thirty (30) days from the date of receipt of Seller of notification of such change, unless CNM waives this condition. Nothing in this paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.

6. Termination and Delays. CNM, by written notice stating the extent and effective date, may terminate this order for convenience in whole or in part, at any time. CNM shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount to be approved by CNM, and not otherwise recoverable from other sources by Seller, with respect to the undelivered or unaccepted portion of this order. Provided, however, in no event shall such value exceed 1.5 times the amount of bid set forth in this paragraph. CNM’s liability shall be subject to the limitations of the New Mexico Tort Claims Act. CNM shall indemnify and hold harmless against any and all claims, loss, liability and expense resulting from any alleged violations of said regulations including but not limited to fines, penalties, judgments, court costs and attorney fees.

7. Equal Employment Opportunity. Contractor shall not discriminate with regard to hiring, termination or other incidents of employment on the basis of race, sex, national origin, religion, age or handicap.

8. Indemnification and Insurance. Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage to property sustained or alleged to have been sustained in connection with or arising out of the performance of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by willful misconduct of CNM. In any event, Seller shall be subject to the limitations of the New Mexico Tort Claims Act. Seller shall indemnify and hold harmless CNM, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys fees, in connection with or resulting from such suit or action. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers’ compensation coverage covering all employees performing this order. 

9. Patent and Copyright Indemnity. Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use, or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold CNM harmless from any cost, expense, damage, or loss resulting therefrom.

10. Discounts. Any discount time will not begin until the materials, supplies, or services have been received and accepted and correct invoice received by CNM’s Purchasing Department. In the event testing is required, the discount time shall begin upon the completion of the tests.

11. Penalties. The Procurement Code, Section 13-1-28 et seq., imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

12. Title and Delivery. Title to the materials and supplies passed hereunder shall pass to CNM at the F.O.B. point specified subject to the right of CNM to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval from CNM’s Purchasing Department. Time is of the essence and the order is subject to termination for failure to deliver on time.

13. Payment Charges. Late payment charges shall be paid in the amount and under the conditions stated in Section 13-1-158, NMSA 1978.

14. Other Applicable Laws. Any provision required to be included in a contract of this type by any applicable and valid Executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

15. OSHA Regulations. The contractor shall abide by Federal Occupational Safety and Health Administration (OSHA) regulations and the State of New Mexico Environmental Improvement Board Occupational Health and Safety regulations that apply to the work performed under this Invitation. ALL PRODUCTS CONTAINING HAZARDOUS SUBSTANCES MUST BE PROPERLY LABELED AND ACCOMPANIED BY MATERIAL SAFETY DATA SHEETS. The contractor shall defend, indemnify and hold CNM free and harmless against any and all claims, loss, liability and expense resulting from any alleged violations of said regulations including but not limited to fines, penalties, judgments, court costs and attorney fees.

16. Debarment/Suspension. In performing the services and/or furnishing the goods specified within this purchase order, the vendor/contractor certifies that it is not suspended, debarred or declared ineligible from entering into contracts with the Executive Branch of the Federal Government, any State agency or local public body; nor is in receipt of a notice of proposed debarment or suspension from the Executive Branch of the federal Government, any State agency or local public body.

SECTION 2 GOVERNMENT SUBCONTRACT PROVISIONS

If this order is subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and condition of Section 2 and any other provisions of this order the terms and conditions of Section 2 shall prevail. The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term “contractor” shall mean “Seller” and the term “Government” and “Contracting Officer” shall mean “CNM” and the “Director of Purchasing,” respectively. The following provisions of the Federal Acquisition Regulations (FAR) apply regardless of the amount of this order:

* Anti-kickback Procedures
  1. 52.203-7

Buy American Act
  1. 52.222-1

* Contract Work Hours and Safety Standards Act-Overtime Comp.
  1. 52.222-4

* Equal Employment Opportunity
  1. 52.222-26

Notice to the Government of Labor Disputes
  1. 52.222-1

Preference for U.S. Flag Air Carriers (For internal air travel)
  1. 52.247-63

Restriction on Subcontractor Sales to the Government
  1. 52.203-6

Service Contract Act of 1965 (Reserved)
  1. 52.222-41

* Termination for Convenience of Government
  1. 52.249-5(a)(f)

* Contract Work Hours and Safety Standards Act-Overtime Comp.
  1. 52.222-26

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  1. 52.203-6

Service Contract Act of 1965 (Reserved)
  1. 52.222-41

* Termination for Convenience of Government
  1. 52.249-5(a)(f)

CNM reserves all administrative, contractual, and legal remedies against Seller in case of any breaches of the contract.

* On contracts funded by federal grants, only the Special Terms and Conditions clauses identified by the asterisk (*) are incorporated into this contract.