



**Amendment #5 to
Request for Proposals (RFP)
TELECOMMUNICATIONS RELAY AND CAPTIONED TELEPHONE SERVICES
PROJECT NO. F50B2400063
November 20, 2012**

Ladies/Gentlemen:

This Amendment #4 is being issued to amend and clarify certain information contained in the above referenced RFP. All information contained herein is binding on all Offerors who respond to this RFP. Specific parts of the RFP have been amended and the RFP changes are detailed below. The following changes/additions are listed below; new language has been double underlined and marked in bold (i.e., **word**) and language deleted has been marked with a ~~strikeout~~ (i.e., ~~word~~).

1. Attachment A, Section 28.1 C - Liability, page 104: Change the wording from:

For all other claims, damages, losses, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability per claim shall be limited to three (3) times the total dollar amount invoiced under this Contract up to the date of settlement or final award of any such claim; provided, however, that except as specified in the last sentence of this subsection 28.1C, in no event shall any such amount be less than [\$_____] or greater than [\$_____]. Third party claims arising under Section 10, "Indemnification", of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

to:

For all other claims, damages, losses, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability per claim shall be limited to three (3) times the total dollar amount invoiced under this Contract up to the date of settlement or final award of any such claim; ~~provided, however, that except as specified in the last sentence of this subsection 28.1C, in no event shall any such amount be less than [\$_____] or greater than [\$_____].~~ Third party claims arising under Section 10, "Indemnification", of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

Date Issued: November 20, 2012

Ed Bannat
Procurement Officer