



**Amendment #5 to
Request for Proposals (RFP)
Statewide Personnel System (SPS) SaaS Human Capital Management Solution
PROJECT NO. 060B3490012
July 17, 2013**

Ladies/Gentlemen:

This Amendment is being issued to change, add or delete certain information contained in the above named RFP. Specific parts of the RFP have been amended and the RFP changes are detailed below. The changes are marked with text underlined if it is new and crossed through if it has been deleted. This marking will help you more easily identify what has changed.

Please note: The State has received exceptions from several potential Offerors. If any items in the below Amendment #5 cause any potential Offerors to revise their exceptions, they are to do so in their proposals due 2PM on July 24, 2013 in Room 445, 45 Calvert Street, Annapolis, MD 21201.

1. Section 3.3.5 Transmittal Letter, page 27: please add a 5th bullet. The 5th bullet reads:
 - The most recent year's independent audit report.
2. Section 3.3.8 Proposed Project Work Plan and Aids, 1st paragraph, last sentence, (p. 30): please revise the sentence to read:

A soft copy of the work plan in Microsoft Project ~~2010~~ 2003 format shall be included on the CD submitted with the Technical Proposal.”

3. Attachment A - State's Contract – Section 28, Limitation of Liability, sub-section C: please revise the 1st sentence to read:

For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract where liability is not otherwise set forth as being “without limitation,” and regardless of the basis on which the claim is made, Contractor's liability shall not exceed ~~fifty~~ twenty-five million dollars (~~\$50~~ 25 Million) for the base five-year period and shall not exceed ~~fifty~~ twenty-five million dollars (~~\$50~~ 25 Million) for each optional renewal five-year period out of which the claim arises.

4. Add new RFP Section 1.43 Termination for Convenience to read:

Section 1.43 Termination for Convenience

In case of a termination for convenience payment dispute and without waiving any of its rights under the State dispute resolution process, the State agrees to non-binding mediation in an initial attempt to resolve this payment dispute. In doing so, the State is not waiving any filing deadlines under the dispute resolution process applicable to Maryland State procurement contracts.

Date Issued: July 17, 2013

Ed Bannat
Procurement Officer