

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
CONCORD, NEW HAMPSHIRE 03301**

**DATE OF CHANGE: 4/7/22**

**ADDENDUM #2 – RFP 2022-DOE-OAA-DAAL Coaches-03**

**DATE OF BID CLOSING: 4/8/22**

**TIME OF BID CLOSING: 4:00 PM**

**FOR: Data Analysis and Assessment Literacy Coaches Services**

**RESPONSES TO REQUESTED EXCEPTIONS TO THE P-37 CONTRACT:**

**1. EFFECTIVE DATE/COMPLETION OF SERVICES.**

1.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

1.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7., unless modified by written mutual agreement.

**RESPONSE: Open to negotiate.**

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against, liabilities for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of the negligent acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**RESPONSE: Deny.**

**AGENCY CONTACT: Ellie Riel  
E:Mail: Eleanor.M.Riel@doe.nh.gov**

**NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.**

**BIDDER** \_\_\_\_\_ **ADDRESS** \_\_\_\_\_

**BY** \_\_\_\_\_  
(this document must be signed)

\_\_\_\_\_ **TEL. NO.** \_\_\_\_\_  
(please type or print name)

Please visit: <https://www.education.nh.gov/partners/working-nh-doe>) for complete bid and addendums