



**ADDENDUM #1**  
**Department**  
**Training and Employee Development Vendors**  
**RFP # 7057-19**

September 5, 2019

The attached addendum supersedes the original Information and Specifications regarding RFP # 7057-19 where it adds to, deletes from, clarifies or otherwise modifies. All other conditions and any previous addendums shall remain unchanged.

1. Question: We do training for injury reduction, stretching and strengthening exercises specific to the job tasks performed and teach ergonomic principles. Is this the type of training you are looking for?

**ANSWER: I am not currently looking for this type of training. However, I'm happy to provide you with the following contact info for our Wellness Coordinator who may be interested in this type of training – Emily Cooper, [eicooper@bouldercounty.org](mailto:eicooper@bouldercounty.org).**

2. Question: I am seeking clarification of paragraph 36 of RFP 7057-19, titled: Training and Employee Development Vendors, Boulder County Sample Contract which reads:

*Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.*

Does the County interpret Paragraph 36 in accordance with the relevant provisions of the federal United States Code Title 17, Copyright Act of 1976, all as amended, to mean that the County would be the owner of a 'derivative work' created by me only of the training materials developed pursuant to the RFP, but

it would not own any rights in my prior work Original Work?

Section 101 of the Copyright Act defines "[a] 'derivative work' as a work based upon one or more preexisting works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgement, condensation, or any other form in which a work may be recast, transformed, or adapted. A work consisting of editorial revisions, annotations, or other modifications which, as a whole, represent an original work of authorship, is a 'derivative work'." 17 U.S.C. §101.

A derivative work refers to the work as a whole, and not just to the modifications. In other words, the County would own the derivative work because "[t]he copyright in a derivative work is independent of, and does not affect or enlarge the scope, duration, ownership, or subsistence of, any copyright protection in the preexisting material." 17 U.S.C. §103(2). The preexisting material in the Original Work is part of the derivative work, but the copyright in the derivative work extends only to the material contributed by the author (me) of the derivative work, as distinguished from the preexisting material employed in the work. 17 U.S.C. §103(2).

Under §106(2) of the Copyright Act, the copyright owner has the exclusive right to prepare and authorize others to prepare derivative works based on the Original Work. So, where the copyright owner grants another party the right to prepare a derivative work, a new exclusive copyright in and to the derivative work springs into existence upon creation and fixation of the derivative work in tangible media.

Basically - the preexisting material employed in the derivative work is part of the copyrighted derivative work as a whole, but the copyright owner of the derivative-work copyright (the County) does not obtain exclusive copyright rights in the preexisting material. Therefore, I could use my Original Work to produce derivative works for other clients.

Does the County interpret Paragraph 36 in accordance with the above?

**ANSWER: We would not obtain exclusive copyright rights to your prior original work/pre-existing material, and the materials used for instructing courses at the county may also be used by you when working with your other clients.**

3. Question: Will this contract be replacing a current training vendor, or will this operation be new for Boulder County?

**ANSWER: This process is required every five years for existing and/or new vendors. While we are not looking to specifically replace any vendor, we are**

always looking to add new vendors/subjects/material to the training schedule.

**Submittal Instructions:**

Submittals are due at the Administrative Services Information Desk or email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on September 13, 2019.**

**Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred, but are limited to a maximum of 50MB capacity. NO ZIP FILES ALLOWED. Electronic Submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.**

**Email**            [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org); identified as **RFP # 7057-19** in the subject line.

-OR-

**US Mail**        **One (1)** unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **RFP # 7057-19**, to the **Administrative Services Information Desk located at 1325 Pearl Street, Boulder, CO 80302.**

All proposals must be received and time and date recorded at the Administrative Services Information Desk by the above due date and time. Sole responsibility rests with the Offeror to see that their bid is received on time at the stated location(s). Any bid received after due date and time will be returned to the bidder. No exceptions will be made.

The Board of County Commissioners reserve the right to reject any and all bids, to waive any informalities or irregularities therein, and to accept the bid that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.



**RECEIPT OF LETTER  
ACKNOWLEDGMENT**

September 5, 2019

Dear Vendor:

This is an acknowledgment of receipt of Addendum #1 for RFP #7057-19, Training and Employee Development Vendors.

In an effort to keep you informed, we would appreciate your acknowledgment of receipt of the preceding addendum. Please sign this acknowledgment and email it back to [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) as soon as possible. If you have any questions, or problems with transmittal, please call us at 303-441-3525.

Thank you for your cooperation in this matter. This information is time and date sensitive; an immediate response is requested.

Sincerely,

Boulder County Purchasing

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Company \_\_\_\_\_

End of Document