



**ADDENDUM #1  
Public Works – Building Services  
Boulder County Justice Center Inmate Holding  
BID # 7426-23**

February 14, 2023

The attached addendum supersedes the original Information and Specifications regarding BID # 7426-23 where it adds to, deletes from, clarifies or otherwise modifies. All other conditions and any previous addendums shall remain unchanged.

**ATTENTION**

In order to receive the documents associated with this bid, please sign and return the **NON-DISCLOSURE AGREEMENT** located at the end of this document to [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org).

Please note that Purchasing will also need a signed Notice of Non-Disclosure from any subcontractors wishing to view the documents.

Please note: Due to COVID-19, BIDS will only be accepted electronically by emailing [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org).

**Submittal Instructions:**

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on March 10, 2023**.

**Please note that email responses to this solicitation are limited to a maximum of 50MB capacity.**

**NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. THIS INCLUDES GOOGLE DOCS AND SIMILAR SITES. ALL SUBMITTALS MUST BE RECEIVED AS AN ATTACHMENT (E.G. PDF, WORD, EXCEL).**

**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 **BID # 7426-23** in the subject line.

All proposals must be received and time and date recorded at the purchasing email 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**

February 14, 2023

Dear Vendor:

This is an acknowledgment of receipt of Addendum #1 for BID #7426-23, Boulder County Justice Center Inmate Holding.

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. This is also an acknowledgement that the vendor understands that **due to COVID-19, BIDS will only be accepted electronically by emailing [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org).**

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** \_\_\_\_\_

## NON-DISCLOSURE AGREEMENT

This **NON-DISCLOSURE AGREEMENT** (“**Agreement**”) is entered into as of the Effective Date identified by and between the party identified below (“**Recipient**”) and Boulder County (“**Boulder**”) in consideration for Boulder permitting Recipient to access and use the Confidential Information.

<b>Effective Date:</b>	_____, 2023
<b>Recipient:</b>	<b>Name:</b> _____ <b>State of Incorporation:</b> _____ <b>Address:</b> _____
<b>Purpose:</b>	<u>Evaluating the Confidential Information internally to respond to Boulder County <b>BID #7426-23</b> and to determine whether to enter into a contemplated transaction or agreement with Boulder.</u>
<b>Confidential Information:</b>	<u>All information and data disclosed, provided, or otherwise made available by or on behalf of Boulder, provided only that it is marked as confidential or proprietary, is identified as confidential or proprietary at the time of disclosure or within 30 days thereafter, or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential or proprietary, including all business, technical, employee, customer, and financial information, software (including source and object code), data and datasets, business methods, techniques, concepts, systems, procedures, know-how, inventions, and other information of every kind that relates to Boulder, irrespective of the form or format of communication.</u>

**1.** This Agreement may be terminated by Recipient at any time upon 30 days’ written notice to Signer. Recipient’s obligations under this Agreement will survive any termination of this Agreement, and will continue to be binding upon the Recipient (and its heirs, successors and assigns) for a period of 10 years from any such termination, provided that (1) the Recipient’s obligations under this Agreement shall not terminate with respect to any portion of the Confidential Information that constitutes "trade secrets" under applicable law for so long as such Confidential Information constitutes trade secrets under applicable law, and (2) any such termination shall not affect the rights or remedies of Boulder or restrict or otherwise limit any cause of action or claim arising from Recipient’s breach of or failure to perform any duty or obligation under this Agreement prior to such termination.

**2.** Recipient agrees to: (1) maintain the Confidential Information in strict confidence; (2) take all precautions to protect such Confidential Information as Recipient employs with respect to its most confidential materials, but in no case less than reasonable and appropriate measures given the nature and sensitivity of the Confidential Information; (3) not use or reproduce the Confidential Information in any manner, except for the sole purpose of accomplishing the Purpose set forth above; (4) not disclose any such Confidential Information, or any information derived therefrom, to any third party, except for those of its own employees who have a legitimate “need to know” for purposes of accomplishing the Purpose, and who have agreed to be bound to terms not less protective of the Confidential Information than those in this Agreement; and (5) not reverse engineer, decompile, or otherwise

attempt to derive the composition or underlying information, structure or ideas, of any such Confidential Information.

**3.** Recipient’s obligations under Section 2 will cease to apply as to any Confidential Information (and only as to such Confidential Information) that Recipient can document: (1) was already lawfully known to Recipient at the time of disclosure by Boulder; (2) is disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; or (3) is, or through no fault of Recipient has become, generally available to the public. In addition, Recipient will be allowed to disclose Confidential Information solely to the extent that such disclosure is required by law or by the order or a court of similar judicial or administrative body, *provided that*, Recipient notifies Boulder in writing and in advance of such required disclosure, and cooperates with Boulder in any lawful action to contest or limit the scope of such required disclosure.

**4.** Immediately upon termination of this Agreement, or upon request by Boulder at any time, Recipient will return to Boulder, or, at the request of Boulder, will destroy, all Confidential Information and all documents or media containing any such Confidential Information and any and all copies or extracts thereof. Upon the request of Boulder, an officer or director of Recipient will certify in writing to such return or destruction.

**5.** Recipient recognizes and agrees that: (1) nothing contained in this Agreement shall be construed as granting Recipient any property rights, by license or otherwise, to any Confidential Information, or to any intellectual property rights therein or related thereto; (2) the

Confidential Information, and any reproductions and summaries thereof shall remain the property of Boulder; (3) any reproductions or summaries of the Confidential Information shall contain any and all confidential or proprietary notices or legends that appear on the original; and (4) Recipient shall not make, have made, use or sell for any purpose any product or other offering using, incorporating or derived from the Confidential Information.

**6.** Recipient acknowledges and agrees that nothing herein: (1) requires the disclosure of any Confidential Information, which shall be disclosed, if at all, solely at the option of Boulder; or (2) requires Boulder to proceed with any transaction or agreement in connection with which Confidential Information may be disclosed.

**7.** Recipient acknowledges and agrees that due to the unique nature of the Confidential Information, there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or any unauthorized use or release of any Confidential Information would result in irreparable harm to Boulder, and therefore, that upon any such breach or any threat thereof, Boulder, in addition to whatever remedies that Boulder might have at law, shall be entitled to obtain appropriate equitable relief without the need to post a bond. Further, Boulder shall be entitled to be indemnified by Recipient from any loss or harm, including, without limitation, attorneys' fees, in connection with any breach or enforcement of Recipient's obligations hereunder or the unauthorized use or release of any such Confidential Information. Recipient shall immediately notify Boulder upon discovery of any loss or unauthorized use or release of any Confidential Information.

**8.** All duties, obligations, rights, and remedies hereunder are cumulative, and not exclusive, of any and all duties, obligations, rights, and remedies existing at law or in equity. In addition to the duties, obligations, rights, and remedies hereunder, Boulder shall be entitled to avail itself of all such other duties, obligations, rights, and remedies as may now or hereafter exist, including the Uniform Trade Secrets Act and similar statutes and rules of law pertaining to trade secrets and confidential and proprietary information.

**9.** This Agreement will be governed by the laws of the State of Colorado, without regard to the conflicts of law provisions thereof. Recipient irrevocably submits to the exclusive jurisdiction of the state and federal courts for Boulder, Colorado with respect to all disputes and other matters relating to this Agreement.

**10.** Recipient may not assign or transfer this Agreement or any rights or obligations under this Agreement without the express prior written consent of Boulder, and any attempted or purported assignment in violation of the foregoing will be null and void and without force or effect.

**11.** All notices or reports permitted or required under this Agreement shall be in writing, delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, 5 days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices shall be sent to the addresses set forth in the introductory paragraph of this Agreement or such other address as either party may specify in writing.

**12.** This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event that any of the provisions of this Agreement will be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. The prevailing party in any action to enforce this Agreement will be entitled to costs and attorneys' fees. No waiver or modification of this Agreement will be binding upon either party. The words "include," "includes" and "including" will mean "include," "includes," or "including," in each case, "without limitation." This Agreement may be executed in one or more counterparts, duplicate originals, or facsimile versions (provided that the facsimile versions are confirmed within a reasonable time by signed originals), each of which will be deemed an original, but all of which together will constitute one and the same instrument.

This Agreement is executed and effective as of the date set forth below.

**RECIPIENT:**

\_\_\_\_\_  
Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_