

**NAPA COUNTY
CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT
Napa County Jail Transition Project, PW 22-30**

THIS AGREEMENT (“Agreement”) is made and entered into as this ___ day of _____, 2025, by and _____, a whose business address is _____ (“Potential Bidder”), and Napa County, a political subdivision of the State of California (“County”).

RECITALS

WHEREAS, County is constructing a new jail facility to be operated by Napa County Department of Corrections (“NCDC”) which will house inmates that are legally committed to the institution; and

WHEREAS, after inmates are moved into the new jail facility, County anticipates converting the existing Hall of Justice and Jail Annex to a court holding facility for these inmates; and

WHEREAS, the Potential Bidder desires to view drawings and documentation that detail the layout and operations of NCDC for the sole purpose of bidding on the “Napa County Jail Transition Project,” PW 22-30; and

WHEREAS, for security reasons, the drawings, plans and specifications of the Hall of Justice and Jail Annex and documents related to the procedures and operation of NCDC are not available to the general public and must be kept confidential;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and Potential Bidder agree as follows:

1. Purpose. The purpose of this Agreement is to allow the Potential Bidder to access to drawings and documentation detailing the layout of the Hall of Justice and Jail Annex, and documents related to the procedures and operation of NCDC facilities (collectively, “Confidential Information”) for the sole purpose of estimating cost and bidding on the “Napa County Jail Transition Project,” PW 22-30, without publicly releasing information that could compromise security of NCDC facilities. For purposes of this Agreement, Confidential Information includes any models, drawings, descriptions, procedures, or reports created by Potential Bidder based on Confidential Information provided by the County, which could reasonably be used to identify and circumvent security features or measures at the Hall of Justice, Jail Annex, or other NCDC facilities.

2. Confidentiality. Potential Bidder shall use the Confidential Information provided by County solely and exclusively to bid or complete the “Napa County Jail Transition Project,” PW 22-30.” Potential Bidder shall not publish, reproduce, make copies, or disclose to any third party, any Confidential Information furnished to Potential Bidder, without prior written permission

from County. Potential Bidder shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information (if any), to protect the Confidential Information. Potential Bidder may disclose Confidential Information only to Potential Bidder's employees on a need-to-know basis and instruct such employees not to disclose Confidential Information to any other person. Potential Bidder shall not disclose Confidential Information to any of its contractors or subconsultants without first ensuring such firms are similarly bound to this non-disclosure Agreement.

3. Return or Destruction of Confidential Information. All Confidential Information is and shall remain the property of County. Potential Bidder shall destroy all Confidential Information within 60 days after bid opening. If the Potential Bidder becomes the successful low bidder, then all Confidential Information must be destroyed within 360 days after project completion. After the destruction of confidential information, the potential bidder or Contractor shall complete and provide to County the Affidavit of Destruction on page NDA-4, certifying its destruction under penalty of perjury.

4. Notice of Improper Disclosure. Potential Bidder shall promptly notify County if it knows or has reason to believe Confidential Information has been released to, or misappropriated by, any third party not authorized to use the Confidential Information pursuant to this Agreement. Potential Bidder shall cooperate with County to regain possession of the Confidential Information and prevent its further unauthorized use.

5. Confirmation of Compliance. County personnel may visit Potential Bidder's premises, with reasonable prior notice and during normal business hours, to review Potential Bidder's measures and efforts to ensure confidentiality as required by this Agreement.

6. Indemnification. To the fullest extent permitted by law, Potential Bidder shall hold harmless and indemnify County and its officers, agents, and employees from and against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from Potential Bidder's or its officers or employees' failure to protect Confidential Information as required by this Agreement.

7. Injunctive Relief. Potential Bidder acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that County shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

8. Governing Law. This Agreement shall be deemed to be made under and shall be construed in accordance with and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

9. Successors-In-Interest. This Agreement and all rights and obligations contained herein shall be in effect whether or not any or all parties to this Agreement have been succeeded by another entity, and all rights and obligations of the parties signatory to this Agreement shall be vested and binding on their successors in interest.

10. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall, nevertheless, continue in full force and effect without being impaired or invalidated in any way, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely frustrate either or both parties' essential objectives set forth in this Agreement.

11. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

12. Integration. This Agreement constitutes the entire agreement between the parties with respect to the Confidential Information and supersedes any prior agreements or understandings. This Agreement may not be amended or altered except in writing signed by both parties.

13. Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

I, the undersigned, represent that I have read and understand this Agreement, and I am authorized to enter into this Agreement on behalf of the Potential Bidder.

By: _____

Name: _____

Title: _____

Date: _____

NAPA COUNTY

By: _____

Title: _____

Date: _____

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____</p> <p>Date: _____</p>
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**AFFIDAVIT OF DESTRUCTION
OF CONFIDENTIAL INFORMATION
NAPA COUNTY JAIL TRANSITION PROJECT, PW 22-30**

**TO BE EXECUTED BY THE AUTHORIZED PERSON WHO SIGNED THE
CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT, AND MUST BE
NOTARIZED**

WHEREAS, the undersigned entered into a Confidentiality & Non-Disclosure Agreement (“Agreement”) for the Napa County Jail Transition Project, PW 22-30, as a condition of receiving project drawings, plans, specifications, and other documents (collectively, “Confidential Information”); and

WHEREAS, the Agreement requires that all copies of the Confidential Information either be returned to Napa County, or destroyed with a signed form provided to Napa County certifying its destruction under penalty of perjury; and

WHEREAS, the undersigned has elected to destroy the Confidential Information; and

NOW, THEREFORE, I hereby confirm that all Confidential Information not returned to Napa County has been destroyed so as to be illegible and irretrievable.

I hereby certify under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Signature

Name of Contractor/Prospective Bidder

Printed Name

Date