



**REQUEST FOR QUALIFICATIONS 2021-072**  
**Union County Jail Relocking Project**

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**ADDENDUM No. 1**

**ISSUE DATE: May 20, 2021**

Responding Offerors on this project are hereby notified that this Addendum shall be made a part of the above named RFQ document.

The following items add to, modify, and/or clarify the RFQ documents and shall have the full force and effect of the original Documents. This Addendum shall be acknowledged by the Offeror in the RFQ document.

## **Add/Delete Section**

**Add:** “Architectural Drawings of the Union County Jail Facility will be made available digitally. Companies must complete and sign a Non-Disclosure Agreement (Attachment No. 1) and email to Vicky Watts, [vicky.watts@unioncountync.gov](mailto:vicky.watts@unioncountync.gov). Upon approval by the Sheriff’s Office, a digital link to the drawings will be emailed to the requestor.”

## **Attachments:**

1. Non-Disclosure Agreement

***End of Addendum No. 1***

# Eddie Cathey

## Sheriff of Union County

3344 Presson Road  
Monroe, North Carolina 28112



Telephone: (704) 283-3789  
Fax: (704) 292-2700

Email: [eddiecathey@unioncountync.gov](mailto:eddiecathey@unioncountync.gov)

### Contract Bidder Non-Disclosure Agreement

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between \_\_\_\_\_, who wishes to submit a bid to perform services for the Union County Sheriff's Office, (hereinafter "Contract Bidder") and Sheriff Eddie Cathey of the Union County Sheriff's Office (hereinafter "Union County Sheriff's Office").

WHEREAS, the Contract Bidder believes and represents in good faith that it needs access to certain records, documents, papers, or other information in the possession of the Union County Sheriff's Office in order to make an informed and accurate bid on work to be performed for the Union County Sheriff's Office; and,

WHEREAS, the Union County Sheriff's Office wishes to provide Contract Bidder with an opportunity to make an informed bid; and,

WHEREAS, the information sought by the Contract Bidder is architectural drawings of the Union County Detention Center, which are confidential and protected from disclosure pursuant to N.C. Gen. Stat. § 132-1.7; and,

WHEREAS, the Union County Sheriff's Office cannot permit the Contract Bidder to see or otherwise review architectural plans for the Union County Detention Center unless the Contract Bidder is able to provide adequate protections for the plans; and,

NOW, THEREFORE, the parties agree as follows:

1. Both parties agree that the opportunity to make a competitive bid based on adequate information constitutes valuable consideration.
2. Both parties agree that providing access to architectural drawings of the Union County Detention Center is essential to Contract Bidder being able to make a competitive bid.
3. Contract Bidder agrees not to use architectural drawings of the Union County Detention Center in any way, except for the purpose of making a competitive bid to perform work on the Union County Detention Center.
4. Contract Bidder agrees to prevent and protect architectural drawings of the Union County Detention Center from disclosure to any person other than an employee of the Union County Sheriff.

5. Contract Bidder agrees to take all steps reasonably necessary to protect the secrecy of the architectural drawings of the Union County Detention Center, and to prevent the architectural drawings of the Union County Detention Center from falling into the public domain or into the possession of unauthorized persons.
6. Contract Bidder agrees to hold harmless, and defend the Union County Sheriff's Office, including the imposition of any compensatory, punitive, special, consequential, or other damages, including awarded attorneys' fees for any disclosure of architectural drawings of the Union County Detention Center that results from the willful, intentional, reckless, or negligent disclosure of architectural drawings of the Union County Detention Center by the Contract Bidder.
7. Any sub-contractor or other person that Contract Bidder believes needs to review or otherwise see the architectural drawings of the Union County Detention Center, must also execute a non-disclosure agreement with the Union County Sheriff's Office before the sub-contractor may have access to the architectural drawings of the Union County Detention Center.
8. At the conclusion of the bidding process, the Contract Bidder shall return any and all copies of the architectural drawings of the Union County Detention Center to the Union County Sheriff's Office.
9. Unauthorized disclosure of the architectural drawings of the Union County Detention Center or the failure to return the architectural drawings of the Union County Detention Center after the Contract Bidder has completed his/her/its bid shall be a material breach of this agreement.
10. Each day that the Contract Bidder fails to return the plans after making the bid or otherwise receiving notice from the Union County Sheriff's Office to return the architectural drawings of the Union County Detention Center shall be deemed a separate and independent material breach of this agreement.
11. In the event of any material breach of this agreement, the parties agree that the damages to the Sheriff's Office will be difficult to compute, therefore the parties agree that the Sheriff's Office will be entitled to collect liquidated damages from Contract Bidder in the amount of \$25,000.00 for any breach of this agreement unless higher actual compensatory damages are established.
12. Any litigation resulting from this Agreement shall be conducted in the Superior Court of the North Carolina General Court of Justice, located in the venue of Union County, North Carolina.
13. North Carolina law shall govern this Agreement without reference to any other choice of law provision in contract or law.
14. Any person who signs this agreement represents that he or she has the authority to sign on behalf of its entity and is in no way acting *ultra vires*.

15. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Union County Sheriff's Office, its successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

Union County Sheriff's Office \_\_\_\_\_:  
(Insert Name of Company)

By: \_\_\_\_\_  
Eddie Cathey Signature

Sheriff of Union County Its: \_\_\_\_\_  
Title

\_\_\_\_\_ Printed Name of Signer  
Date

\_\_\_\_\_ Date