



## **Request for Proposals 2021-050**

### **Investment Broker Services**

---

### **ADDENDUM No. 1**

**ISSUE DATE: March 12, 2021**

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

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

## **Delete/Replace Section**

### **Delete: 6.1 Terms of Submission in its entirety.**

“All material received in response to this RFP shall become the property of Union County and will not be returned to the vendor. Any and all costs incurred by vendors in preparing, submitting or presenting proposals are the vendor’s sole responsibility and Union County shall not reimburse any vendor for such costs. All responses to this solicitation become public record after award and are subject to all public information request laws.

Therefore, proposals should include very little to no “trade secret” (proprietary/confidential) information to avoid such information being released. Any necessary response page containing “trade secret” (proprietary/confidential) information must be clearly stamped as such. The County will make final judgment as to the validity of the claim based on the definitions of Trade Secrets as contained in North Carolina General Statute and will attempt to restrict such information from disclosure. In no case shall Union County be held responsible for, bear liability for, or pay damages of any sort caused by, the release of information contained in any document submitted in response to this solicitation regardless of how marked. No proposal is to be marked “TRADE-SECRET”, “PROPRIETARY” or “CONFIDENTIAL” in its entirety.

Resulting contract documents including all terms and conditions, cost, payments, percentages to be paid, etc., are deemed public information as per NC General Statute and are subject to release upon request.”

### **Replace with: 6.1 Terms of Submission**

All material received from a person or company (“Respondent”) in response to this solicitation shall become the property of Union County and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent’s sole responsibility and Union County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as “Trade Secret – Confidential and Proprietary Information,” and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Respondent’s materials which was properly labeled by the Respondent as a trade secret, Union

County will notify the Respondent of the request and the date that such materials will be released to the requestor unless the Respondent obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

*End of Delete/Replace Section*

### **Question/Answer Section**

1. Can you please answer highlighted section below? **From 6.2.2. SECTION B – COMPANY BACKGROUND AND EXPERIENCE - Assets available to meet county service requirement**  
Can you explain in more detail what you are looking for in regards to that?

Answer: Demonstrate available capital (cash) in the company's operation to meet any and all investment challenges. Example, if you sell the County an investment that is illegal, do you have the assets required to buy the investment back from the County?

*End of Question/Answer Section*

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