



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

ADDENDUM # 2

Date: 10/22/2024

PROPOSAL ID #2948

IFB #2948 York County Fiberoptic Cable Installation

THE FOLLOWING INFORMATION SHALL BE INCORPORATED AS PART OF THE ABOVE MENTIONED SOLICITATION; ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME.

Change 1: Revise Solicitation Section 1.1 Description requirements for each building to the below:

Public Safety Communications

- 550' OM3 12 Strand
- 48 LC Connectors
- 6 Adaptor Panels
- 4 fiber enclosures (1 will be for 3 fibers in Main IDF)

Animal Shelter

- 1200' OS2 12 Strand
- 24 LC Connectors
- 4 Adaptor Panels
- 2 Fiber Enclosures
- Trencher
- 550' 2" Conduit

Heckle Complex

- 450' OM3 12 Strand
- 24 LC Connectors

- 4 Adaptor Panels
- 2 Fiber Enclosures

Government Center

- 1300' OS2 12 Strand
- 200' OM3 6 Strand
- 36 LC Connectors
- 4 Adaptor Panels
- 2 Fiber Enclosures

Moss Justice Center (listed as 7 runs but will only be 6)

- 1800' OM4 12 Strand
- 130 LC Connectors
- 12 Adaptor Panels
- 7 Fiber Enclosures (1 will be for all 6 fibers in As400 Room)

Install cable tray in overhead of the Moss Justice Center mechanical room for fibers running to and thru the mechanical room. (approximately 100ft)

All Fiber connectors will be LC

Corning or Fibertek Enclosure/Panel Preferred

Corning, Comscope or OCC fiber Preferred

Change 2: Add building drawings for Heckle Complex, Government Center, Moss Justice Center, and Public Safety Communications available by request.

Requests must be sent to bryant.cook@yorkcountygov.com along with the attached, signed Non-Disclosure Agreement.

YORK COUNTY NON-DISCLOSURE AGREEMENT

BID 2948 York County Fiberoptic Cable Installation

This Non-Disclosure Agreement (the “Agreement”) is entered into by and between **York County Government** (the “Disclosing Party”) and **Systemec101 LLC** (the “Receiving Party”) collectively referred to as the “parties” for the purpose of preventing the unauthorized disclosure of Confidential Information relating to the Bid 2948 for York County Fiberoptic Cable Installation as defined below. Information distributed pertaining to this bid that is marked CONFIDENTIAL shall be covered by this agreement.

1. Obligations of Receiving Party

Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall delete and destroy all requested files in a manner that is not retrievable by itself or any other entity or individual immediately after use.

2. Time Periods

This Agreement and Receiving Party’s duty to hold Confidential Information in confidence shall remain in effect until indefinitely or until whichever of the following occurs first: (a) Disclosing Party sends Receiving Party written notice releasing it from this Agreement, or (b) Confidential Information disclosed under this Agreement ceases to be confidential.

3. Severability

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

4. Integration

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

5. Waiver

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

6. Injunctive Relief

Any misappropriation of Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain, and therefore Receiving Party agrees that Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order enjoining any such further misappropriation and for such other relief as Disclosing Party deems appropriate. This right of Disclosing Party is to be in addition to the remedies otherwise available to Disclosing Party.

7. Indemnity

Receiving Party agrees to indemnify Disclosing Party against any and all losses, damages, claims or expenses incurred or suffered by Disclosing Party as a result of Receiving Party's breach of this Agreement.

8. Attorney Fees and Expenses

In a dispute arising out of or related to this Agreement, the prevailing party shall have the right to collect from the other party its reasonable attorney fees and costs and necessary expenditures.

9. Governing Law

This Agreement shall be governed in accordance with the laws of the State of South Carolina.

10. Successor and Assigns

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party.


Each party has signed this Agreement through its authorized representative.

Disclosing Party:

_____(Signature)
_____(Typed or Printed Name)

Title: _____

Date: _____

Receiving Party:  (Signature)
_____(Typed or Printed Name)

Title: Owner

Date: 10/22/2024