



**ADDENDUM #2**

**March 10, 2021**

**TO: ALL POTENTIAL SUBMITTERS**

**FROM: RON VENTURELLA, BUNCOMBE COUNTY PROCUREMENT MANAGER SUBJECT:**

**ADDENDUM #2 FOR RFP BUNCOMBE COUNTY COMPREHENSIVE PLAN 2023**

The following changes, revisions, additions, and/or clarifications to the plans and/or specifications are hereby made a part of the original documents.

**Addendum # 2**

The following were questions submitted to the County by February 24, 2021 (listed in no particular order).

1. Q) Page 5, item 2.6 (j): “Provide specific costs for services.” Will the County be providing more definitive guidance on the content and format of cost proposals to ensure “apples to apples” comparison across proposals? (Sometimes this is just general cost by major task and a maximum not-to-exceed amount. Sometimes hourly rates are also requested. Sometimes more detail on direct expenses, etc.)  
**A) The County will not be providing more definitive guidance on the content and format of cost proposals. The proposed budget is \$400,000 pending Board of Commissioner’s approval.**
2. Q) Page 7, item 4.1: Does reference to an “initial” contract term of three years imply the potential for an ongoing support and/or on-call services role after plan adoption?  
**A) This is not something that has been considered at this point by the County. The RFP is for the completion of the Comprehensive Plan only, and not for ongoing support and/or on-call service role after plan adoption.**
3. Q) Page 9, item 5.2, last sentence (\*\*) of first paragraph: Regarding the potential for plan components to “be added or removed as the planning process unfolds,” how will this be handled relative to an original contractual scope of services and associated fee?  
**A) The county would re-negotiate the contract if the scope changes.**
4. Q) Can a Vendor submit a proposal without attending the mandatory pre-proposal conference if the Vendor has one or more sub consultants who were present at that conference?  
**A) No, a proposal from a vendor that did not attend the mandatory meeting would be considered non-responsive and not accepted.**
5. Q) Does Buncombe County have ESL services (i.e. foreign language speakers) on staff or should the Vendor make an effort to provide this service beyond Public Input’s translation feature? If so, which languages are needed?  
**A) The County does not currently have ESL services on staff, so the vendor should make an effort to provide these services. The county would like the plan translated into Ukrainian and Spanish.**

6. Q) Is it Buncombe County's preference for the cost proposal to indicate fiscal year allocations?  
**A) No, it is not the County's preference for the cost proposal to indicate fiscal year allocations.**
7. Q) If submitting hard copies of the proposal, how many copies should be submitted? Is coil/spiral binding allowed or does Buncombe County have a preference?  
**A) A digital copy, and 3 physical copies of the proposal. Coil/Spiral binding would be acceptable.**
8. Q) For the cost proposal, how many copies should be submitted?  
**A) One copy of the cost proposal should be submitted.**
9. Q) Would the County consider the following modification to the General Indemnity provision in order to be consistent with State Statute:  
*"To the maximum extent allowed by law per N.C.G.S.A. § 22B-1, Professional shall indemnify, and hold the County, its officers and employees, harmless from and against all Charges claimed by third parties to the extent proximately caused by the negligent acts, errors or omissions of the Professional or its derivative parties in connection with the performance of this Contract. In performing its duties under this subsection "Charges" refers to costs, damages, losses, and expenses, including reasonable attorney's fees and court costs assessed as part of any such item. This indemnification shall survive termination or expiration of The Contract."*  
**A) The following shall replace Section 6.0, number 18. General Indemnity:**  
**The Vendor or Design Consultant shall indemnify and hold harmless Buncombe County and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the sole negligence of the Design Consultant, its agents or employees, as determined by a court of law or as agreed to by the parties through any alternative dispute resolution. A determination of such sole negligence of the Design Consultant may include, but is not limited to, (1) the Design Consultant's performance or failure to perform its obligations under this Agreement and (2) any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal and/or real property including the loss of use resulting therefrom and caused by any negligent act or omission of the Design Consultant, its agents or employees.**  
**Except as otherwise set forth in the Agreement, the Design Consultant and Buncombe County shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under the Agreement which arise from causes beyond their control and without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, atmospheric condition of unusual severity, war, and strikes. Buncombe County shall not be liable to the Design Consultant for acts or failures to act by the Contractor.**  
**Nothing herein shall be construed as a waiver on the part of Buncombe County to any defense of any claim, including, but not limited to the defense of governmental immunity. And that the County's obligations under this paragraph shall be limited to the extent and manner of recovery pursuant to County's self-insured claim policies and North Carolina law.**
10. Q) Regarding Section 2.6 Proposal contents, provide a copy of a plan completed by the vendor within the last two years. Would we need to provide a plan completed by each one of the firms in our team?  
**A) Yes, you would need to provide a plan completed by each one of the firms in your proposed team.**
11. Q) Regarding Section 2.6 Proposal contents, is there a limit of how many plans we can submit?  
**A) One plan shall be submitted per proposed firm in the team.**
12. Q) Regarding Section 2.6 Proposal contents, if a sub didn't participate in the preproposal conference, would they be allowed to be in a team?  
**A) Yes, a subcontractor who did not participate in the preproposal conference would be allowed to be on a team.**

13. Q) What is the county expecting in terms of municipal participation?
- A) The County anticipates participation by staff from municipalities on our internal steering committee, and will work with municipalities for public engagement opportunities within those municipalities. The county wishes to engage the municipalities to the extent they are willing; in an effort to ensure a more regionally focused plan.**
14. Q) Please explain the County's specific interests in the former and intact ETJs?
- A) Extra Territorial Jurisdictions (ETJ) are spheres of influence where municipalities have certain land use regulation authority. The former ETJ's of Asheville and Weaverville have available infrastructure and a higher level of urban services (sidewalks, major transportation corridors, greater density allowances, commercial services, sewer and water services, etc.) not found elsewhere in the County and numerous implications and issues have evolved since they were abolished. The County would like the Comprehensive Plan to address these areas with a focus on the appropriate development patterns and policy goals.**
15. Q) What types of tasks would the County staff like to assume responsibility for?
- A) The following is a list of tasks County staff would like to assume in the process:**
- **Communications:** While a public engagement plan and public engagement software would be the responsibility of the vendor, county staff would be responsible for website content and social media outreach.
  - **GIS:** County would be responsible for provision and procurement of data. The county does have staff capable of data analysis and mapping, but would like the vendor to provide those services.
  - **Public Engagement:** Depending on the ongoing pandemic, the county would like the vendor's support at key public input sessions, but staff would provide a large percentage of staffing for public input sessions. Vendor would provide support and planning capability to staff in regards to public input. Regarding the steering committee, and working with Boards and the Board of Commissioners, staff would request some vendor support, but the majority of meetings would be staffed and run by county staff. Staff would provide coordination with the varying stakeholders and the Vendor.
  - **Plan Drafting and Creation:** Vendor would be primarily responsible for the drafting and design of the Comprehensive Plan, while staff would be primarily responsible for the editing of drafts, and the engagement of and review by County Boards (Board of Commissioners and Planning Board)
16. Q) Please share more of your thoughts regarding concurrency management.
- A) The County wishes to look at capacity regarding public infrastructure, included but not limited to the county and city school systems, road systems, greenways/multi-modal options, public transportation, park systems, emergency services, and libraries. The County wants the consultant to provide tools for staff through the Comprehensive Plan to make sure these services are equitably distributed throughout the County and to the citizens.**
17. Q) Please describe your experience with current and past online civic engagement portals. Does the County have a preference?
- A) The County has not previously used online civic engagement portals. At this point the County does not have a preference regarding engagement portals.**
18. Q) The list of available documents does not include the most up-to-date Metropolitan Transportation Plan from the French Broad River MPO (2010 LRTP listed), the Buncombe County Greenways Master Plan (2012) or Region Housing Needs Assessment--would those be provided in coordination with other agencies/departments?
- A) Yes these documents can be provided to vendors at their request.**
19. Q) Is there a required percentage of services on this project to be provided by a Historically Underutilized

Business? Or is there flexibility on this parameter?

**A) This is a preference of the county, but not required and strict parameters are not set within the County's policy.**

**END OF ADDENDUM #2**

**RFP BUNCOMBE COUNTY COMPREHENSIVE PLAN 2023**