



**ADDENDUM**

**June 30, 2025**

**TO: ALL POTENTIAL SUBMITTERS**

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

**SUBJECT: ADDENDUM FOR RFP OPERATION OF BEECH COMMUNITY CENTER**

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

**Addendum**

The following questions were asked by potential submitters (listed in no particular order):

Q. Section 2.7g – The RFP states that the organization should describe how it would fulfill each of the requirements listed in paragraph 10 of the General Conditions of Proposal. Is that a typo, and should it be paragraph 9 instead?

A. Yes, reference to section 10 in Section 2.7 of the Request for Proposals was a typographical error. Section 2.7(g) is amended to state: Describe how the organization will fulfill each of the requirements listed in paragraph 9 of the General Conditions of Proposal, below.

Q. Section 3.0.1 – What criteria would be used to determine if the licensee would be granted the three, one-year term extensions after the initial two-year license?

A. Renewals will be in the discretion of the County.

Q. Section 3.0.9 – If two or more entities were to submit sufficient and attractive proposals, which of the eight listed criteria would be given the most weighting to “break the tie?”

A. The license will be awarded to the organization that, based on the totality of factors, is the most responsive to the RFP requirements.

Q. Section 3.0.11 – How would the licensee receive notification of changes in county ordinances that would directly impact the lease agreement?

A. If a County ordinance were to be amended that could affect the terms of the License Agreement, the Licensee will receive written notification in accordance with Section VII(E) of the License Agreement.

Q. Exhibit A, Section IA – Since there is no basketball court on the property, should this reference be removed from agreement?

A. The terms of the License Agreement will be finalized with the successful candidate.

Q. Exhibit A, Section IB1 - Since there is no basketball court on the property, should this reference be removed from the agreement?

A. The terms of the License Agreement will be finalized with the successful candidate.

Q. Exhibit A, Section IB2 – The facility’s heating system is currently inoperable due to damage from Tropical Storm Helene. What is the County’s timeline for restoring the system to full operation? Would the County or licensee be responsible for any downed trees that may occur from flooding, high winds, or other natural disasters? Would the County or licensee be responsible for cleaning the septic system on a periodic basis?

A. It is anticipated that the heating system will be repaired by the end of June. The County will engage in debris removal caused by Hurricane Helene. The County will maintain building structure, roof integrity, electrical equipment (building related) and life safety components.

Q. Exhibit A, Section IC2 – If the incumbent Community Center occupant is not chosen as the successful licensee, would the 60-calendar day personal property removal also apply?

A. No. The Property is currently being used without a valid agreement so the 60-day requirement in the License Agreement does not apply.

Q. Exhibit A, Section IE – If any of the requirements listed in the Transparency and Accountability section are in contradiction with the organization’s current by-laws, is it the county’s expectation that the group’s by-laws would be amended, as needed? If so, how much time would be allowed for these amendments to be enacted so that full compliance is achieved?

A. It is expected that the successful applicant will enact compliant and abide by compliant bylaws on or before the commencement of the License Agreement on June 1, 2025.

Q. Exhibit A, Section III – In light of the potential financial impact on the licensee (most likely a small, non-profit group), would the County pay all insurance costs for the structure?

A. The successful applicant is required to maintain the insurance policies listed in Section III of the License Agreement.

Q. Exhibit A, Section IV – Could this language be changed to a mutual indemnification to protect the licensee, as well as the licensor? For example, if the building were to collapse from lack of upkeep, and injure an occupant, the licensee should not be liable for this situation.

A. No. It is not lawful for a county in North Carolina to indemnify outside organizations.

Q. Exhibit A, Section VIIA – Since the licensee is a non-profit organization that does not pay taxes, should this statement be modified to reflect that fact?

A. No.

Q. Whoever receives the license to the community center will only be able to hold it for 5 years max? Does that mean at that time, there will be another RFP?

A. The determination will depend on the needs of the County residents and the success of the organization that operated the Beech Community Center in the intervening years.

**END OF ADDENDUM**

**RFP OPERATION OF BEECH COMMUNITY CENTER**