



ADDENDUM 1

February 25, 2019

ITN GM 44-19

Affordable Housing Rental Management Services

The following changes have been made to Section 1.1 of the ITN and section 19 of the draft contract. Please use the updated section when responding to the ITN.

The opening date for this ITN remains March 18, 2019 at 3:00 P.M.

1.1 LIQUIDATED DAMAGES

Failure to perform in accordance with the performance measures described in Section 1.1, above, shall result in the imposition of liquidated damages according to the following schedule:

- It is the County's intention that the vacancy rate remain as low as possible throughout the term of the Contract. To this end, it is expected that no unit will remain vacant in excess of 30 days unless authorized by the County in writing no less than seven (7) calendar days prior to the 30th day. The written request for additional time must state the reason for the extended vacancy and explain what efforts the vendor/contractor has undertaken to rent the unit and/or remedy the circumstances precluding its rental. The County shall authorize additional time:
 - a. for units requiring repairs or preparations in excess of that typically required for a turn; painting walls, replacing carpet, or replacing appliances such as washers, dryers, refrigerators, ceiling fans, are examples of repairs and preparations routinely expected in turns; work requiring the issuance of County or municipal permits (building, mechanical, plumbing, electrical, etc.) will justify an extension beyond 30 days if contractor/vendor verifies that final inspections for permitted work were requested no fewer than twenty-seven (27) days from the date the unit became vacant;
 - b. when the delay is caused by circumstances beyond the vendor/contractor's control such as, for example:
 - i. if the extended vacancy is due to lack of applicants and the vendor/contractor can demonstrate that efforts have been made to find applicants such as, for instance, by advertising in local newspapers, circulars, or on-line media during the subject period,

- ii. the failure of the County or a municipality to conduct an inspection within three (3) working days of such an inspection being requested (vendor/contractor must be able to document that the request was made); it is the intention that vendor contractors will not be penalized for weekends, County or municipal holidays, or other days during which County or municipal offices are closed;
- iii. when a delay is caused by a would-be tenant's failure to provide to the County information necessary (such as for income qualification) in a timely manner that allows occupancy within 30 days of a unit's vacancy; or
- iv. catastrophic damage such as caused by hurricanes, floods, fire, or other event that renders a unit uninhabitable without extensive structural repair.

Unless excused for reasons described above, the vendor/contractor shall be assessed \$25 for each day past the 30th day that a unit remains unleased. The assessment shall continue to accrue until the unit is leased. This assessment shall be paid prior to the next invoice submitted to the County for payment, or shall be deducted from the invoice.

- Except when vacancy is due to authorized extended vacancy as described above, for every day the vacancy rate exceeds 5%, the vendor/contractor shall be assessed an amount per day equal to the average rent rate at the time of the infraction. The assessment shall continue to accrue until the vacancy rate is equal to or less than 5%. This assessment shall be paid prior to the next invoice submitted to the County for payment, or shall be deducted from the invoice.
- The vendor/contractor will be solely responsible for the cost of any repairs for damage that occurs in a unit while it is not leased, unless such damage is caused by a hurricane or other natural disaster or, in the case of vandalism, that the damage was not due to any act or omission of the vendor/contractor such as, for example, failing to secure the premises against unauthorized entry. This shall also not apply to damage caused by a tenant following the issuance of an eviction notice but prior to vacating the unit.

These liquidated damages are subject to negotiation through this competitive ITN process.