

Addendum No. 1 to OCLS Request for Proposals ILS No. 26-002

Issued by: Orange County Library System (“LIBRARY”)

Date: 05/21/26

This Addendum modifies and clarifies Section 10, **THE CONTRACT**, of the RFP. All other terms of the RFP remain unchanged. To the extent of any conflict between this Addendum and the RFP, this Addendum controls.

10. THE CONTRACT: (Revised) The selected VENDOR will be required to enter into a written contract with the LIBRARY governed by Florida law and containing legal requirements applicable to the LIBRARY. The LIBRARY intends to negotiate contract terms in good faith with the selected VENDOR. The following provisions reflect some of the LIBRARY’s anticipated contract requirements; however, the LIBRARY will consider reasonable, commercially customary exceptions, limitations, and alternative language proposed by VENDORS, provided such changes remain consistent with applicable law.

- a. The VENDOR providing insurance naming the LIBRARY as an additional insured;
- b. That the VENDOR indemnify and hold the LIBRARY harmless for actions and inactions by the VENDOR and persons employed or utilized by VENDOR under the contract;
- c. That the LIBRARY will not be liable to VENDOR for indirect, direct, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise;
- d. The LIBRARY cannot indemnify, hold harmless or limit the liability of the VENDOR;
- e. That the VENDOR comply with applicable public records laws under Chapter 119 of the Florida Statutes;
- f. That the length of the contract with the selected VENDOR will be for a TBD-year period. The contract may be renewed for TBD years. The renewal period will be at the sole discretion of the LIBRARY and may be subject to the negotiation of new terms and conditions;
- g. That delays in deadlines, determined by the LIBRARY to be thirty days after the agreed-upon deadlines as set forth in the contract to be awarded by the LIBRARY shall be cause for liquidated damages of \$150 per calendar day. VENDOR will be responsible for all delays, whether caused by VENDOR or caused by a third party; and
- h. That the LIBRARY operates with taxpayer funding, and therefore, the LIBRARY may terminate the agreement with VENDOR at any time and for any reason.

VENDORS may submit proposed exceptions and alternative language to Section 10 (as revised by this Addendum) as part of their proposals. The LIBRARY will evaluate proposed exceptions as part of the scoring for the Technical and Functional Requirements.