

FORT VANCOUVER REGIONAL LIBRARY DISTRICT

REQUEST FOR PROPOSALS (RFP) #2026-002

for

Intranet Platform Modernization and Staff Portal Solution

SaaS, vendor-hosted, and locally hosted solutions; direct and eligible cooperative purchasing approaches accepted

Release Date: September 25, 2026

Proposal Response Deadline: October 19, 2026, at 5:00 p.m. Pacific Time

Submit Responses Electronically To: bids@fvrl.org

**Fort Vancouver Regional Library District
2018 Grand Blvd, Vancouver, WA 98661**

Table of Contents

Background and Objectives	3
Current Environment	3
Procurement Vehicles	3
Schedule	4
Point of Contact	5
Statement of Work and Technical Scope	5
Support and Service Level Agreement	7
Minimum Requirements	8
Proposal Submission	8
Evaluation and Scoring	15
Evaluation, Negotiations, and Award	15
Form of the Contract and Service Level Agreement	17
Rights of FVRL	17
Attachment A - Sample Software Solution Agreement	19
Exhibit A - Support and Service Level Agreement	31
Exhibit B - Order Form and Statement of Work	33

Background and Objectives

The Fort Vancouver Regional Library District (FVRL) is a regional library district serving approximately 300 employees across multiple branch locations in Clark, Skamania, Klickitat, and Cowlitz counties in Washington State.

FVRL is seeking competitive, priced proposals from qualified and experienced providers of modern intranet platforms. Solutions may be offered as Software-as-a-Service (SaaS), vendor-hosted, or locally hosted deployments. FVRL may award a contract directly through this RFP or use an eligible cooperative purchasing agreement, piggybackable public agency contract, buyers' cooperative contract, or other competitively awarded procurement vehicle available to FVRL. Participation in an existing contract vehicle is not required.

FVRL seeks a provider to furnish licensing, implementation, configuration, migration tools and assistance, training, and ongoing support for a modern, secure, accessible, and manageable intranet platform that will replace FVRL's legacy intranet system, which has been in continuous service since May 2001 and last underwent a significant update in 2015. FVRL staff will select, clean up, and migrate the content; the provider will enable and support that work.

The primary objective of this project is to transition from a static, aging intranet to a modern digital staff destination that supports communication, collaboration, information discovery, and employee engagement. The desired solution should provide an intuitive user experience while empowering designated business users and content owners to create, manage, and maintain content without requiring custom software development, specialized technical expertise, or ongoing engineering resources.

The successful solution should improve access to organizational information, strengthen content governance, support targeted staff communications, enhance search and knowledge management capabilities, and provide a sustainable platform that can evolve with FVRL's operational needs over time.

Current Environment

FVRL currently operates Intranet Connections as its employee intranet platform. The environment supports approximately 300 employees across multiple locations. FVRL utilizes Google Workspace as its primary productivity suite. Additional integrations may include learning management, project management, and digital asset management systems. Vendors may identify assumptions made regarding migration complexity or user counts in their proposals.

Procurement Vehicles

This solicitation uses competitive negotiation under RCW 39.04.270. FVRL also welcomes solutions available through existing competitively awarded procurement vehicles in accordance with Washington State law and FVRL procurement policies. Proposers may identify any cooperative purchasing agreement, purchasing cooperative contract, piggybackable public agency contract, master agreement, or other eligible vehicle. A direct proposal under this RFP is equally eligible; availability through a contract vehicle is not a separate scored factor.

If a procurement vehicle is proposed, identify it and provide sufficient information for FVRL to evaluate its applicability, including:

- Name of the contracting agency, cooperative organization, or issuing entity;
- Contract title and contract number, if applicable;

- Contract term and expiration date;
- The legal entity holding the contract;
- The relationship between the proposer and the contract holder, software publisher, manufacturer, or authorized reseller;
- Confirmation that the proposed software, implementation services, training, support, and any optional services are available through the identified procurement vehicle; and
- Identification of any proposed products or services that are not covered by the referenced procurement vehicle.

Because software and cloud-service acquisitions may involve multiple contractual relationships, including software publishers, authorized resellers, implementation partners, and hosting providers, proposers shall clearly describe the contractual structure necessary to provide the proposed solution and identify any supplemental agreements, order forms, service schedules, licensing agreements, or other contractual documents that would be required.

If a procurement vehicle is proposed, pricing for covered items shall be consistent with, or more favorable than, pricing available through that vehicle.

For a proposed procurement vehicle, certify which products and services are authorized for purchase through it and disclose any exceptions or limitations. FVRL will verify eligibility and applicable cooperative purchasing requirements before using that vehicle.

Schedule

The following is the estimated solicitation and selection schedule. Dates through proposal submission apply unless changed by written addendum. Selection and post-award dates are targets, subject to evaluation, required approvals, and an agreed implementation plan. All stated times are Pacific Time.

Activity	Date
RFP Release on FVRL Website	September 25, 2026
Deadline for Questions	October 6, 2026, 5:00 p.m.
Responses and Planned Final Addendum	October 9, 2026
Written Proposals Due	October 19, 2026, 5:00 p.m.
Written Proposal Evaluation Complete	October 27, 2026
Demonstrations and Interviews	October 28 - November 10, 2026
Highest-Ranked Proposer Identified	November 18, 2026
Agreement Negotiation; Vehicle Verification if Applicable	November 19 - December 2, 2026
Contract Award and Execution	December 9, 2026

Activity	Date
Provider Discovery and Planning	December 10 - 23, 2026
Working Platform Installed/Provisioned; Sandbox Available	December 31, 2026 (target)
Configuration, Training, FVRL-Led Content Migration	January - March 2027
Staff Rollout Following FVRL Migration	March 31, 2027 (planning target)

Point of Contact

All questions and inquiries shall be addressed to bids@fvrl.org. Questions are due by the date and time in the Schedule. Written responses and addenda will be posted with the RFP at <https://www.fvrl.org/submit-bids/>. Only a written addendum may change this RFP. Proposers are responsible for reviewing all addenda and acknowledging them in their proposals. FVRL will extend the deadline if a material change requires additional preparation time.

Statement of Work and Technical Scope

The selected provider shall furnish a complete intranet platform, including software licensing, discovery and requirements validation, solution architecture, implementation, configuration, content and data migration planning and tools, testing, training, change management support, platform deployment, and ongoing maintenance and support. SaaS, vendor-hosted, and locally hosted solutions are acceptable. FVRL will perform content migration, with provider tools, training, and technical assistance. Proposers shall identify infrastructure, staffing, and other responsibilities to be supplied by FVRL.

The proposed solution should provide the capabilities described below. For each capability, describe the level of support, limitations, dependencies, and costs. Functional fit will be assessed under the published evaluation criteria; the capabilities are not divided into Must Have, Preference, or Nice to Have categories. A gap in a desired capability does not by itself make a proposal nonresponsive. Express mandatory submission, accessibility, and applicable legal requirements remain binding. Identify proposed SLA and commercial exceptions as described below. AI functionality is informational only and is not scored.

Employee Experience, Personalization, and Search

- Role-based dashboards displaying relevant links, announcements, policies, workflows, tasks, and resources based on employee role, department, location, or other defined attributes.
- Enterprise search functionality capable of supporting natural-language queries and delivering relevant, authoritative results.
- Ability to clearly distinguish current and approved policies, procedures, and operational documents from archived, historical, or superseded content.
- Search filtering, content categorization, and metadata management capabilities that improve content discoverability and knowledge sharing.

- Analytics for page views, unique viewers, designated-content readership, audience adoption, and unsuccessful searches, with appropriate administrative access and privacy controls.

Targeted Communications and Employee Engagement and Town Hall Capabilities

- Audience targeting based on employee attributes, departments, workgroups, or locations.
- Scheduled publishing, news aggregation, alerts, announcements, and automated email digest functionality.
- Tools that support reduction of broad all-staff email communication while improving visibility of organizational information.
- Employee engagement features such as acknowledgements, surveys, polling, comments, and feedback mechanisms.
- Dedicated, searchable Town Hall or organizational communication spaces supporting leadership messaging, strategic initiatives, upcoming dates, meeting links and access instructions, agendas, submitted questions, presentations, recordings, summaries, frequently asked questions, and follow-up content.

Content Governance and Administrative Controls

- Role-based permissions and workflows that enable designated business owners, such as Human Resources, Marketing, Communications, or Branch Management staff, to create, edit, review, approve, publish, and retire content without requiring IT intervention.
- Site, page, and content ownership controls supporting decentralized content management.
- Emergency notification or alerting functionality enabling authorized personnel to rapidly update branch-specific notices, service interruptions, weather closures, or operational alerts.
- Version history, revision tracking, audit logs, and content lifecycle management features.

Integration and Interoperability

- Native integration with Google Workspace, including support for authentication, user directory synchronization, Google Drive content surfacing, and preservation of Google permission structures.
- Ability to integrate with third-party applications including Google Workspace; Atlassian Confluence and Jira; Wrike; AIR (digital asset management); Springshare; BiblioCommons; PerformYard; Absorb LMS; and ADP. Describe the available integration method, permission handling, limitations, prerequisites, and any additional licensing or configuration cost for each relevant platform. Identify support for other current or future business applications.
- Support for standards-based integrations, APIs, webhooks, or other extensibility mechanisms.

Mobile and Multi-Device Access

- Responsive user experience optimized for desktop, laptop, tablet, mobile, and shared workstation environments.

- Browser-based access without requiring specialized client software.
- Support for both office-based and frontline staff access scenarios.

Accessibility

- The proposed solution shall conform to WCAG 2.1 Level AA accessibility standards.
- Vendors shall provide a current Voluntary Product Accessibility Template (VPAT) or equivalent accessibility documentation demonstrating compliance.

Security, Privacy, and Business Continuity

- Support for single sign-on with Google Workspace, multifactor authentication (MFA), encryption in transit and at rest, and role-based security controls.
- Vendors shall describe applicable security certifications, including SOC 2 Type II, ISO 27001, or equivalent third-party assessments, if available.
- Vendors shall identify data hosting locations, incident response procedures, backup practices, disaster recovery capabilities, and service availability commitments.
- Vendors shall provide Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO), where applicable.

Artificial Intelligence and Advanced Automation Features (Informational Only; Not Scored)

- Vendors shall identify any artificial intelligence (AI), machine learning, intelligent search, automated content generation, summarization, recommendation engines, translation services, or similar functionality included in the proposed solution.
- Vendors shall describe customer controls for enabling or disabling AI features and disclose whether customer content is used to train vendor-owned or third-party AI models.
- Vendors shall identify any additional licensing costs associated with AI-enabled functionality.

Data Migration and Portability

- Vendors shall describe methodologies, tools, training, and technical assistance that will enable FVRL staff to migrate content from the existing intranet platform. FVRL will perform content selection, cleanup, and migration. Separate any optional vendor-performed migration services and their costs from the base proposal.
- Vendors shall identify available export capabilities, including content, metadata, documents, user-generated content, and configuration data.
- Vendors shall describe data retrieval and transition support processes available at contract termination.

Support and Service Level Agreement

Agency-Defined Service Level Agreement (SLA) Baseline:

FVRL requests a provider-provided SLA addressing the following operational targets. Proposers may offer their standard SLA or an alternative, clearly identifying differences, support coverage,

and associated pricing. Hosted availability commitments apply to the environment operated by the provider or its subcontractors. For locally hosted solutions, identify FVRL infrastructure and operating responsibilities; software support, incident response, and data portability remain applicable.

- **Uptime Commitment:** Requested 99.9% monthly availability for provider-hosted services, calculated as available minutes divided by eligible minutes in the calendar month. Identify the measurement method and permitted exclusions, using Attachment A, Exhibit A as the proposed baseline.
- **Financial Remedies:** Propose service credits for failure to meet monthly hosted availability commitments, including the credit schedule, calculation, and any claim procedure. The accepted SLA will be recorded in the signed contract. Credits do not replace termination or other remedies for material breach.
- **Outage Support:** Requested Severity 1 critical production outage response within 2 elapsed hours, 24 hours a day, seven days a week, with commercially reasonable continuous efforts to restore service or provide a workaround.
- **Data Portability and Ownership:** FVRL retains ownership of its data. Provide a complete export through standard export capabilities in open or commonly usable formats at no additional charge within 30 calendar days after expiration, termination, or an earlier written request. Identify any custom conversion or additional transition assistance and its cost separately. Return, verification, retention, and deletion are addressed in Attachment A, Section 6.3.

Attach the proposed SLA and a point-by-point response to these targets and Attachment A, Exhibit A. A disclosed alternative SLA or commercial term does not by itself make a proposal nonresponsive. Support commitments will be evaluated under Support, Maintenance, SLA, Training, and required costs under Price. Applicable legal and mandatory submission requirements remain binding. FVRL must agree to the final SLA and contract before award; provider-controlled hosting failures remain the provider's responsibility.

Minimum Requirements

- **State Licensing and Registration:** The selected provider must be legally eligible to perform the proposed work in Washington and hold any business registrations or licenses required for that work before award. Identify current applicable registrations and any steps needed before award.
- **Required Proposal Contents:** Provide complete pricing; at least three references for comparable implementations; and an implementation plan, support plan, and clearly identified FVRL responsibilities, as specified in the Proposal Submission section.
- **Proposal Validity:** Proposals must remain valid for ninety (90) calendar days after the proposal deadline. Any extension requires the proposer's written agreement.

Proposal Submission

General

All proposals must be received electronically in PDF format at bids@fvrl.org by October 19, 2026, at 5:00 p.m. Pacific Time. Late proposals will not be considered. Proposers are

responsible for timely delivery and should allow time for email transmission. Include the solicitation number in the subject line.

- Responses must be organized into the following sections and contain no more than 25 pages, excluding the items stated below.
- Font must be at least 10 points in an accessible sans-serif style (e.g., Calibri, Aptos, or Arial).
- Cover pages, section dividers, and information provided in an appendix are not included in the page count.
- Illegible submissions may be rejected as non-responsive.

Submission Sections

Section A: Provider Profile and Procurement Vehicle Information

1. **Company Identity:** Legal name, address, website, and primary point of contact.
2. **Licensing and Registration:** In an appendix, provide evidence of applicable Washington business registrations or licenses, or explain the steps required before award. Identify the legal entity that would enter into the Agreement.
3. **Optional Cooperative or Other Public Contract Data:**

If proposing a cooperative purchasing agreement, state contract, piggybackable public agency contract, or buyers' cooperative contract, provide the following information. Otherwise state that the proposal is submitted directly under this RFP; the vehicle-specific items do not apply.

- Cooperative organization (OMNIA, NASPO ValuePoint, Sourcewell, etc.)
- Contract title
- Contract number
- Contract expiration date
- Contract holder's legal entity name
- Software publisher/manufacture
- Relationship between the proposer and the contract holder (publisher, authorized reseller, partner, distributor, etc.)
- Confirmation that the proposed solution, licensing, implementation services, and ongoing support are available through the identified contract vehicle
- Any exceptions, limitations, or items not covered by the cooperative contract

Supporting Documentation

For a proposed procurement vehicle, provide:

- A copy of the cooperative contract pricing page, catalog, or awarded category documentation applicable to the proposed solution. (In an appendix, not included in page count)
- Documentation demonstrating authorization to sell under the cooperative contract, if proposer is not the original contract holder (In an appendix, not included in page count)

- Documentation demonstrating that implementation and professional services are included within the contract scope, if applicable (In an appendix, not included in page count)

Section B: Provider Experience & Past Performance

1. **Relevant Experience:** Describe the firm's years of operation, relevant intranet experience, and experience of the proposed project team. Experience will be evaluated under Proposer Experience; no fixed minimum number of years in business is imposed.
2. **Public Sector Experience:** Detail experience delivering comparable solutions to public agencies, municipal governments, library systems, or other organizations of similar size and complexity. Public-sector experience is preferred but is not mandatory.
3. **Example Project:** Describe a relevant project, which may be one of the referenced implementations below. Explain the scope, technical complexity, services provided, length of service, and relevance to FVRL's intranet requirements.
4. **References:** Provide at least three (3) references for comparable implementations. Public-sector, library, or similarly distributed organizations and implementations completed within the last five (5) years are preferred. Include organization name, contact person, phone/email, and a brief description of the services deployed.

Section C: Capability & Technical Narrative

Proposers shall provide a narrative response addressing each of the following areas. Responses should clearly describe platform capabilities, identify any limitations, and distinguish between standard functionality, configurable functionality, and custom development requirements.

1. Solution Overview and Functional Alignment

Provide an overview of the proposed intranet platform and describe how the solution addresses FVRL's requirements for:

- Employee personalization and role-based content delivery
- Enterprise search and knowledge management
- Targeted communications and employee engagement
- Content governance and approval workflows
- Emergency notifications and location-specific messaging
- Mobile and multi-device accessibility
- Analytics and reporting capabilities

Where applicable, identify whether functionality is included in the base product, requires configuration, or requires additional licensing.

2. Architecture, Security, and Privacy

Describe the technical architecture of the proposed solution, including:

- Hosting environment and infrastructure
- Data encryption in transit and at rest
- User authentication methods

- Single Sign-On (SSO) capabilities
- Multi-factor authentication (MFA) support
- Administrative and audit logging capabilities
- Data residency and hosting locations
- Incident response and security notification procedures
- Use of subcontractors or third-party hosting providers, if applicable

3. Disaster Recovery and Business Continuity

Describe the platform's business continuity and disaster recovery capabilities, including:

- Recovery Time Objective (RTO)
- Recovery Point Objective (RPO)
- Backup frequency and retention policies
- High availability architecture
- Disaster recovery testing frequency and methodology
- Historical uptime and service availability metrics

4. Integration and Interoperability

Describe all available integration capabilities and specifically identify support for:

Google Workspace

- Google authentication
- Google Shared Drives
- Google Drive document surfacing
- Google Calendar
- Google Groups
- Directory synchronization
- Preservation of native Google permissions

Other Platforms

Describe available integration methods, APIs, webhooks, and connectors supporting:

- Learning management: Absorb LMS
- Collaboration and project management: Atlassian Confluence and Jira, and Wrike
- Digital asset management: AIR; library platforms: Springshare and BiblioCommons
- Human resources and performance management: ADP and PerformYard
- Future third-party applications

5. Accessibility

Describe how the proposed solution supports accessibility requirements.

Proposers shall:

- Confirm compliance with WCAG 2.1 Level AA standards.
- Provide a current VPAT (Voluntary Product Accessibility Template) or equivalent accessibility documentation.
- Identify any known accessibility limitations or planned remediation efforts.

6. Artificial Intelligence and Advanced Automation Features (Informational Only; Not Scored)

If the proposed solution includes artificial intelligence, machine learning, intelligent search, recommendation engines, content generation, translation, summarization, or similar capabilities, the proposer shall describe:

- Available functionality and intended use cases
- Data usage and processing practices
- Customer administrative controls
- Model training practices
- Opt-in and opt-out capabilities
- Privacy and security safeguards
- Third-party AI services utilized
- Additional licensing or subscription costs

7. Data Migration and Data Portability

Describe how the vendor will equip and assist FVRL staff to migrate content from the existing intranet environment, including:

- Migration methodology and tools
- Content assessment and cleanup recommendations
- Metadata preservation capabilities
- Validation and testing processes

Additionally, describe data portability capabilities, including:

- Available export formats
- Export of content, metadata, documents, and user-generated content
- Data retrieval process upon contract termination
- Vendor support available for transition to another platform

8. Technical Certifications and Supporting Documentation

Provide copies of applicable certifications, assessments, or third-party attestations, including:

- SOC 2 Type II
- ISO 27001
- FedRAMP (if applicable)

- Security assessment reports
- Accessibility documentation (VPAT)
- Other relevant compliance certifications

If a listed certification is not held, state that fact and provide available equivalent evidence. SOC 2, ISO 27001, and FedRAMP are not independent pass/fail certifications for this RFP.

Section D: Implementation Schedule, Training, & Support

Proposer must supply a comprehensive work plan, a detailed implementation schedule, a post-launch support plan, and a clear demarcation of responsibilities between provider personnel and FVRL staff.

1. **Implementation Plan:** Provide a detailed work plan for discovery, installation or provisioning, configuration, migration preparation, testing, and training. FVRL needs a working installed or provisioned platform by December 2026, with December 31, 2026 as the planning target. FVRL-led content migration, further configuration, training, and staff rollout will follow in 2027, with March 31, 2027 as the current rollout planning target. The December milestone does not require completion of content migration. Identify the earliest achievable dates, staffing commitments, FVRL dependencies, and any constraints on meeting these targets.
2. **Training Strategy:** Detail role-based training for non-technical administrators, department content owners, and general staff.
3. **Ongoing Support and Service Level Agreement (SLA):** Outline post-installation and post-launch support tiers, critical outage coverage, response and target resolution times, product update and patch cycles, and escalation contacts. Address Attachment A, Exhibit A for the proposed deployment model and identify any alternative coverage or service levels.

Section E: Pricing Proposal

Provide itemized pricing in US dollars using the first-year table below or an equivalent table, plus an annual schedule for Years 2-5. Price scoring will use a common five-year evaluated total: all required one-time costs plus licensing, hosting, maintenance, support, integrations, migration tools and assistance, and training for approximately 300 employees over Years 1-5. Include required third-party charges even if paid separately. Identify bundled amounts, assumptions, and FVRL infrastructure dependencies; price any additional infrastructure required specifically for the solution. Show optional products and services and applicable sales tax separately; these are excluded from the evaluated total. Include stated renewal increases in the annual schedule. The evaluation horizon does not obligate FVRL to retain recurring services for all five years; FVRL may stop automatic renewal as provided in the Sample Agreement.

If proposing a procurement vehicle, confirm which costs, including licensing, implementation, migration assistance, training, support, optional modules, and renewals, are available through that vehicle. Identify any item not covered. A vehicle is not required for a direct proposal.

Cost Category	Proposed First-Year Price	Vehicle Price, if Applicable	Description / Assumptions
One-Time Setup & Implementation	\$	\$ / N/A	Discovery, installation, configuration, migration tools and assistance
Subscriptions / Software Licensing	\$	\$ / N/A	Subscription or perpetual license; approximately 300 employees
Integrations Setup	\$	\$ / N/A	Google Workspace and other proposed connectors; identify each
Admin & Staff Training	\$	\$ / N/A	Admin and staff training, sessions, and documentation
Ongoing Maintenance & Tiered Support	\$	\$ / N/A	First-year support, patches, and updates; identify bundled amounts
TOTAL ESTIMATED FIRST-YEAR COST	\$	\$ / N/A	Required first-year total; sales tax shown separately

Renewal Terms and Price Limits: Provide firm annual prices, or a stated maximum annual increase with the resulting maximum price, for each of Years 1-5. Include all renewal prices in the evaluated five-year total. The initial service term is twelve (12) months after FVRL accepts the installed platform, followed by up to four successive one-year renewal terms. Recurring subscriptions, term licenses, hosted services, maintenance, and support will automatically renew unless FVRL gives written notice of nonrenewal at least sixty (60) calendar days before the current term ends. The renewal process, notice, and funding conditions are stated in the Sample Agreement. Provider must send a renewal reminder, the applicable renewal price, and the nonrenewal deadline to procurement@fvrl.org and the designated contract contact at least ninety (90) calendar days before the current term ends. Renewal-year prices stated in the proposal will be binding maximum prices and may not be increased or supplemented by unlisted charges without an amendment signed by FVRL. Automatic renewal applies only to recurring services and term licenses, not perpetual licenses. Identify perpetual or term licensing and maintenance separately. Disclose advance billing, minimum purchase periods, non-cancellable commitments, and termination costs. Proposed commercial terms require express acceptance in the signed contract.

Evaluation and Scoring

Proposals passing initial administrative completeness and responsiveness checks will be evaluated by an internal evaluation committee based on the following:

Evaluation Categories	Total Possible Points
Minimum Requirements / Responsiveness	Pass/Fail
Proposer Experience	10
Functional & Technical Capabilities	35
Implementation Plan	20
Support, Maintenance, SLA, Training	15
Price	20
Total Available Proposal Points	100
Interviews and Product Demonstration	50
Total Possible Points	150

Price score = (lowest evaluated responsive five-year total / proposer's evaluated five-year total) x 20. Use the same scope, approximately 300 employees, and five-year period for each proposal. Other categories will be evaluated on the relevance and quality of the response, documented capabilities, demonstrated experience, credible staffing and implementation approach, and support commitments. Optional features carry no separate score; AI capabilities are not scored.

Evaluation, Negotiations, and Award

- Shortlist and Interview Selection:** Following the initial scoring of written proposals FVRL will invite a shortlist of the highest-ranked proposers to participate in virtual interviews and product demonstrations.
- Demonstration Formatting and Scenarios:** Shortlisted providers will be required to present their proposed platform to the evaluation committee and key stakeholders, using standard production functionality to walk through structured live scenarios. These scenarios must include:
 - Demonstrating a personalized start page showing how news, links, tasks, training, and events differ across two distinct staff roles or locations.
 - Creating and publishing a news item with a designated owner, targeted audience, scheduled publication/expiration, and an accompanying email news digest.
 - Executing an information search using an imperfect phrase, refining results, and distinguishing current from archived content.
 - Managing a content-owner workflow from drafting, review, approval, publishing, version control, and retirement using delegated departmental roles.

- Displaying built-in analytics, including page views, unique viewers, named viewers for designated content, and unsuccessful search terms.
 - Surfacing a Google Drive document and demonstrating at least one core integration with platforms such as ADP, Atlassian Jira or Confluence, Wrike, or Absorb.
 - Building a sample town hall page featuring event details, streaming integration, agendas, and follow-up content.
 - Demonstrating frontline and mobile access for staff with limited desk time or using shared workstations.
3. In addition to the live presentation, shortlisted providers must provide shareable deliverables such as access to a temporary test/sandbox platform or a high-quality recording of the demonstration session - that can be easily disseminated for broader staff review and feedback.
 4. Interviews and product demonstrations will receive up to 50 additional points based on performance, clarity, usability, and technical capability across the eight published scenarios. The same instructions and evaluation approach will apply to all shortlisted proposers. Demonstration points will be added to the written proposal score for a maximum of 150 points. AI capabilities will not receive points or affect ranking.

Basis of Award and Reservation of Rights

FVRL intends to award to the responsive, responsible proposer whose proposal is most advantageous to FVRL based on the published evaluation factors, their stated weights, and the combined written proposal and demonstration score. Reference checks and clarifications will be considered within the applicable published criteria. FVRL will document the selection and may award to a proposer other than the lowest-priced proposer. No separate, undisclosed preference will be applied for a deployment model or procurement vehicle.

FVRL reserves the right to reject any or all proposals for good cause, waive minor informalities that do not affect fair competition, seek clarifications, and negotiate in accordance with the process below. Any request for revised proposals will be communicated on an equitable basis to the participating proposers.

Negotiation and Award Process

1. **Selection of Highest-Ranked Proposer:** Following the evaluation of written proposals, interviews, demonstrations, and final scoring, FVRL will identify the highest-ranked and most advantageous proposer.
2. **Negotiation:** FVRL will enter into final negotiations with the highest-ranked proposer to finalize the Software Solution Agreement, Order Form, Statement of Work, implementation schedule, pricing, and SLA. Any cooperative or other contract vehicle will be used only if applicable and verified by FVRL.
3. **Failure to Reach Agreement:** If FVRL and the highest-ranked proposer are unable to reach mutually agreeable terms within a reasonable timeframe, FVRL formally reserves the right to terminate negotiations with that proposer and initiate discussions with the next-highest-ranked proposer, continuing down the ranking until an agreement is successfully executed.

Form of the Contract and Service Level Agreement

- **Contract Framework:** The contract may be awarded directly under this RFP or through an eligible cooperative or other public contract vehicle. If used, identify the vehicle and incorporated contract documents in Exhibit B of the Agreement. FVRL will verify authority, scope, pricing, and any required interlocal or participation documentation before award.
- **FVRL Sample Agreement:** Attachment A is the Sample Software Solution Agreement included below. Exhibit A contains the proposed Support and Service Level Agreement; Exhibit B is the Order Form and Statement of Work to be completed with the selected provider before execution. Identify proposed exceptions by clause and provide alternative wording and any price effect. Reasonable commercial or SLA alternatives may be considered and do not by themselves cause rejection; mandatory legal requirements remain applicable. Accepted changes must be expressly recorded in the signed contract as provided in Agreement Section 2. Online or click-through terms do not override that contract.
- **Service Level Agreement (SLA) Expectations:** Proposers must address the following requested operational targets and identify any alternatives for negotiation as part of the final contract:
 - **System Uptime:** Requested 99.9% monthly availability for provider-hosted services, measured and subject to exclusions as stated in Attachment A, Exhibit A. For local deployment, define infrastructure responsibilities and the applicable software support commitments.
 - **Support Structure:** Provide clearly defined helpdesk access channels, support hours aligned with Pacific Time, and structured escalation paths.
 - **Incident Response Times:** Requested response to Severity 1 critical production outages within 2 elapsed hours, 24/7; Severity 2 major impairments within 4 Business Hours; and Severity 3 general inquiries within 1 Business Day. Business Hours are 8:00 a.m. to 5:00 p.m. Pacific Time on Business Days, unless alternative coverage is agreed. State target restoration or resolution times and escalation procedures; response time is not a resolution guarantee.
 - **Maintenance Notifications:** Give at least 3 Business Days' notice of planned maintenance within agreed off-peak windows. Notify FVRL as soon as practicable of urgent security maintenance. Permitted exclusions and documentation are addressed in Attachment A, Exhibit A. Provider-required updates and maintenance must be included in the agreed fees.

Rights of FVRL

FVRL reserves the right to reject responses for good cause and waive minor irregularities consistent with fair competition and the published evaluation process. This solicitation does not obligate FVRL to pay proposal preparation costs or to accept or contract for proposed services. FVRL may proceed to the next-highest-ranked proposer if contract negotiations fail or the selected proposer does not execute the agreed contract within thirty (30) days after negotiations conclude.

Public Disclosure

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP (the “documents”) become a public record upon submission to FVRL, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

No Gifts and Gratuities

Proposers shall not directly or indirectly offer anything (such as retainers, loans, entertainment, favors, tickets, trips, bonuses, donations, special discounts, work, or meals) to any FVRL employee, volunteer or trustee, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the proposer. Likewise, FVRL employees shall not solicit items from proposers.

No Conflict of Interest

Proposers (including their officers, directors, trustees, partners, or employees) shall not have a business interest or a close family or domestic relationship with any FVRL official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating provider’s performance. FVRL shall make the sole determination as to compliance.

Non-Discrimination

FVRL complies with state and federal laws prohibiting discrimination based on any protected status. In accordance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act, FVRL commits to nondiscrimination based on disability in all of its programs and activities. In accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §2000d to 2000d-4) and the Regulations, FVRL will affirmatively ensure that in this RFP process and in any agreement entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award. Women- and minority-owned business enterprises (WMBE) and veteran-owned firms are encouraged to respond to this opportunity.

-END OF REQUEST-

ATTACHMENT A

SAMPLE SOFTWARE SOLUTION AGREEMENT

This Software Solution Agreement (Agreement) is between Fort Vancouver Regional Library District (FVRL or Subscriber) and _____ (Provider legal name), as identified in the executed Order Form (Provider). The Agreement supports FVRL RFP 2026-002, Intranet Platform Modernization and Staff Portal Solution. The parties will complete and sign Exhibit B before work is authorized. The effective date and term are governed by Section 11.

Definitions. "Software" means the licensed intranet platform and its agreed components. "Services" includes implementation, configuration, training, migration assistance, maintenance, support, and any hosting identified in Exhibit B. "Subscription Services" means only the hosted or time-limited subscription portion of the Services. "Documentation" means Provider's applicable user and technical documentation. "Subscriber Data" includes all content, files, metadata, personal information, and records supplied by or generated for FVRL through the Services. "Personal Data" means information relating to an identified or identifiable person; "Processing" includes collection, use, storage, disclosure, and deletion. "Business Day" means Monday through Friday, excluding Washington State legal holidays; times are Pacific Time. "Business Hours" means 8:00 a.m. to 5:00 p.m. Pacific Time on Business Days, unless alternative coverage is expressly agreed in Exhibit B. "Contract Documents" and "Subscriber Contract" refer to the documents identified in Section 2. "Term" means the applicable contract or service period described in Section 11.1.

1. Access and Use Rights.

- 1.1 Provider hereby grants to Subscriber a non-exclusive, non-transferable right to access and use the Software, Subscription Services, and Documentation identified in the Order Form for Subscriber's internal library operations, subject to the agreed fees. The rights extend to authorized Users who are employees, agents, or designated representatives of Subscriber. For locally hosted deployment, the license includes installation, configuration, operation, testing, and reasonable backup and disaster-recovery copies on systems controlled by or operated for FVRL. The Order Form shall identify whether the license is perpetual or for a fixed term, the authorized user count, and any applicable limits. Subscription rights continue for the purchased term. A fully paid perpetual license is not terminated merely by expiration of maintenance or convenience termination of services.
- 1.2 **Technical Support/Service Level Agreement.** Provider will provide technical support for the Software and Services in accordance with Section 5 and the Support and Service Level Agreement attached as Exhibit A. Hosted availability obligations apply only to provider-operated hosting; support, security, and data obligations apply to the components and activities for which Provider is responsible.
- 1.3 **Suspension.** Provider may temporarily suspend only the affected access or Services when reasonably necessary to address an imminent, material threat to the integrity or security of the Services. Provider shall give advance notice and an opportunity to address the threat where practicable. If immediate action is necessary, Provider shall notify FVRL immediately after suspension, explain the threat and corrective action, limit the suspension to the minimum scope and duration necessary, and promptly restore access once the threat is mitigated. Suspension for nonpayment is governed solely by

Section 3.5. Suspension does not permit withholding FVRL data or avoiding Provider's own security responsibilities.

- 1.4 **Restrictions on Use.** Subscriber shall not remove Provider's copyright or proprietary notices or change the proprietary Software except as authorized by this Agreement. These restrictions do not prevent FVRL from creating, editing, exporting, or otherwise managing its own content, using supported configuration tools and APIs, or maintaining authorized local installations. Subscriber may not, and may not permit others to:
- reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the software or Service;
 - modify, translate, adapt, alter, or create derivative works from the Service;
 - copy except for authorized installation, testing, backup, or disaster recovery; distribute, publicly display, transmit, sell, rent, lease, or otherwise commercially exploit the proprietary Software or Services; or
 - distribute, sublicense, rent, lease, or loan the proprietary Software or Services, or grant third-party access except to authorized Users and service providers acting for FVRL within the purchased license.

2. Contract Documents.

The Contract Documents consist of:

1. This Agreement and any amendments signed by both parties
2. Executed Order Form and Statement of Work (Exhibit B, including its identified schedules)
3. Support and Service Level Agreement (Exhibit A; any Provider SLA expressly accepted in the completed Exhibit B)
4. FVRL RFP 2026-002 and its addenda
5. Provider's proposal, to the extent accepted in the executed Contract Documents
6. Provider's standard terms, only to the extent expressly accepted in writing by FVRL

Order of Precedence

In the event of a conflict, the Contract Documents govern in the order listed above. The Order Form supplies project-specific dates, deliverables, licensing, and pricing but does not override this Agreement unless a signed amendment expressly identifies and changes the affected provision. A schedule of exceptions signed by both parties and attached to Exhibit B may serve as that amendment if it expressly identifies each affected provision and the agreed replacement. No website update, invoice, click-through acceptance, or action by an end user amends the Contract Documents. A cooperative or master contract is not required.

3. Payment Terms.

- 3.1 Provider shall charge only the fees expressly stated in the executed Order Form and Statement of Work. Identify one-time implementation, licensing or subscription, integration, training, migration assistance, support, and approved optional charges separately.

- 3.2 Subscriber shall pay the fees described in the executed Order Form (Exhibit B) and its Statement of Work (Fees). Specify invoice timing, payment milestones, applicable taxes, and any approved advance billing. Annual subscription or maintenance billing at the start of the purchased period is permitted when expressly agreed in Exhibit B. Provider shall not charge for unapproved work or begin recurring billing before the authorized service commencement date. Any non-cancellable commitment must meet Section 11.4.
- 3.3 Provider shall submit properly itemized invoices to accounting@fvrl.org, referencing the FVRL purchase order and the applicable service period or deliverable. Payment is due within thirty (30) calendar days after receipt of a properly completed invoice or receipt of the goods or services, whichever is later, consistent with RCW 39.76.011. FVRL shall notify Provider of a good-faith dispute before payment is due, using the notice procedures in Section 13.1, and pay undisputed amounts when due. A dispute will be handled consistently with RCW 39.76.020 and does not excuse payment of other amounts properly due.
- 3.4 Interest on overdue amounts shall apply only as required by RCW 39.76.011, subject to RCW 39.76.020. No additional finance charge, collection surcharge, or unagreed late fee applies.
- 3.5 Provider may suspend Services for nonpayment only after an undisputed amount is overdue and remains unpaid for thirty (30) calendar days after formal written notice to FVRL specifying the amount, the basis for payment, the cure deadline, and the proposed suspension. Provider shall not suspend for amounts disputed in good faith while the parties work to resolve the dispute. Notice must comply with Section 13.1; an automated invoice or payment reminder is not notice of breach or suspension. Data access and export under Section 6.3 shall remain available.

4. Data Protection

- 4.1 **Compliance with Notification Laws.** Provider shall comply with applicable security breach notification laws, including RCW 19.255.010 where applicable, and shall cooperate with FVRL in meeting its obligations under RCW 42.56.590. The Agreement does not extend a statutory notification deadline.
- 4.2 **Procedure After Unauthorized Disclosure.** Provider shall notify FVRL immediately following discovery of unauthorized access to or acquisition, use, disclosure, loss, or destruction of Subscriber Data, or a security incident materially affecting the Services. Initial notice shall be by telephone and email to the designated security contact in Exhibit B, with a copy to procurement@fvrl.org, and shall not await completion of an investigation. Provider shall promptly contain and investigate the incident, preserve relevant evidence, provide known facts and continuing updates, and coordinate legally required notices with FVRL. Neither party is relieved of an independent legal notification duty.
- 4.3 **Security Assessment and Active Vulnerability Scanning.** Provider shall perform annual security assessments and active vulnerability scans, including penetration testing, for the Software and systems under its control. Provider shall promptly notify FVRL of critical vulnerabilities and necessary remediation actions and provide information about its security systems, policies, and procedures reasonably needed for FVRL's oversight. For local deployment, the Statement of Work shall allocate infrastructure scanning, patching, backup, and security responsibilities between FVRL

and Provider. Provider remains responsible for its Software, remote access, personnel, and subcontractors.

- 4.4 **Data Consents.** Subscriber is solely responsible for obtaining and represents and covenants that it has obtained or will obtain prior to Processing by Provider, all necessary consents, licenses, and approvals for the Processing, or otherwise has a valid legal basis under Applicable Law for the Processing of, any Personal Data provided by Subscriber or its Users as part of the Services (the “**Subscriber’s Legal Basis Assurance**”).
- 4.5 **Instructions.** Provider will process Subscriber Data only as necessary to provide the Services and in accordance with FVRL's written instructions. Provider will not disclose Subscriber Data to third parties except to approved subcontractors necessary to perform the Services, subject to equivalent confidentiality and security obligations, or as required by law. Provider remains responsible for its subcontractors. Data hosting locations and subcontractors handling Subscriber Data shall be identified in Exhibit B and any material changes disclosed to FVRL in advance.
- Provider will not retain, use, or disclose Personal Data for any purpose other than as required for the specific purpose of performing the Services, and to detect security incidents and protect against illegal activity.
 - Provider shall not sell Subscriber Data or use it to train or improve general-purpose or third-party AI models without FVRL's separate, express written authorization. Any authorized AI use must identify the data, purpose, safeguards, and ability to disable the feature.
- 4.6 **Information Security.** Provider will implement and maintain commercially reasonable technical and organizational security measures designed to meet the following objectives:
- ensure the security and confidentiality of Subscriber Data in the custody and under the control of Provider;
 - protect against any anticipated threats or hazards to the security or integrity of such Subscriber Data;
 - protect against unauthorized access to or use of Subscriber Data. FVRL is responsible for the operation of infrastructure assigned to it in the Statement of Work and for implementing agreed security measures within its control. Provider is not responsible to the extent an incident is caused solely by FVRL's failure to perform those responsibilities after adequate notice and a reasonable opportunity to act. This allocation does not excuse Provider's own breach, negligence, or responsibility for its personnel, subcontractors, Software, or hosted environment.

5. Technical Support and Incident Response.

During the Term, Provider will make a technical point of contact and support channels available to FVRL. The support portal, email, telephone, escalation contacts, and routine support hours shall be stated in Exhibit B. A functioning alternative reporting channel must be available when the platform or portal is inaccessible. Provider shall acknowledge, investigate, and address support requests according to the following severity levels and response targets. Response means engagement by qualified personnel, not merely an automated acknowledgement. Any negotiated alternative

targets must be expressly identified and accepted in the completed Exhibit B or a signed amendment.

- 5.1 Severity 1 (Critical / Complete Outage):** Total production platform unavailability or core functionality inaccessible for all users. Provider shall respond within two (2) elapsed hours, 24 hours a day, seven days a week, and use commercially reasonable continuous efforts to restore service or provide a workable temporary solution, with FVRL's necessary cooperation. For local deployment, Provider shall diagnose and address its Software and assist FVRL in identifying infrastructure causes.
- 5.2 Severity 2 (High / Major Feature Impairment):** Core workflows, such as global search, news publishing, or essential integrations, are significantly degraded or failing for multiple users. Provider shall respond within four (4) Business Hours and actively troubleshoot during support hours, with progress updates, until resolved or a workable temporary solution is available.
- 5.3 Severity 3 (Normal / Minor Issue):** Non-critical bugs, cosmetic issues, or general administrative support inquiries. Provider shall respond within one (1) Business Day. Target restoration and resolution times and update intervals shall be identified in Exhibit B. Response targets are distinct from resolution targets.

6. Ownership and License.

- 6.1 Ownership.** Provider retains ownership of its Software, Services, Documentation, pre-existing materials, updates, and related intellectual property. FVRL retains all ownership and other rights in Subscriber Data, including FVRL content, documents, metadata, and records. Provider ownership of tools or configured components shall not prevent FVRL from using paid-for deliverables for the licensed purpose or exporting its data and available configuration information. The Order Form shall identify any FVRL-specific deliverable and its license rights; no ownership of FVRL data transfers to Provider.
- 6.2 Subscriber Data License.** Subscriber grants Provider a non-exclusive, non-transferable, royalty-free license during the Term to process Subscriber Data only to the extent reasonably necessary to perform this Agreement. Provider shall grant access only to authorized personnel who have received information security training, are bound by confidentiality obligations, and need access to perform the Services, applying least privilege. Following expiration or termination, processing and retention are permitted only for the limited return, transition, or legally required retention purposes in Section 6.3. No general archival retention right is granted.
- 6.3 Return of Data and Transition Assistance**
- Upon expiration or termination, or an earlier written request, Provider shall deliver a complete export of Subscriber Data through its standard export capabilities within thirty (30) calendar days at no additional charge. Include content, documents, metadata, user-generated content, and available configuration information in documented, open or commonly usable formats, preserving relationships where technically available. FVRL shall verify the export and approve it or identify material deficiencies within ten (10) Business Days. Provider shall correct export deficiencies without additional charge and resubmit for review. Custom conversion and transition assistance beyond the standard export and documentation require prior written agreement on scope and charges.

Provider shall not withhold Subscriber Data, export capabilities, or the included transition deliverables because of a billing dispute or contract termination. FVRL is responsible for its retention decisions, applicable retention schedules, and preservation holds; Provider shall reasonably assist FVRL in retrieving and preserving records under Chapter 40.14 RCW and the Public Records Act.

Following expiration or termination of the affected Services, or FVRL's earlier express deletion instruction, and after FVRL confirms successful return and authorizes deletion in writing, Provider shall delete active copies within thirty (30) calendar days and certify completion. If FVRL does not respond within the export review period, Provider may give a further formal notice allowing thirty (30) calendar days to respond before deletion. Deletion may then proceed only if the export remained available throughout that notice period and no reported export deficiency or preservation hold remains unresolved. Isolated backups shall be deleted in the normal overwrite cycle, no later than ninety (90) calendar days after authorization or expiry of the final notice period. Copies required by law or a notified hold shall be limited to the records and period required, identified to FVRL unless prohibited, protected under this Agreement, and deleted when that requirement ends. Retained or restored copies may not be used for another purpose.

7. Indemnification.

- 7.1 **Subscriber Infringement Indemnity.** Subscriber, at its expense, will defend, indemnify, and hold Provider harmless from and against any and all third-party claims for damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, costs, and expenses including, without limitation, reasonable attorney's fees, finally awarded by a court of competent jurisdiction, after all rights of appeal are exhausted, against Provider which directly relate to a claim, action, lawsuit, or proceeding made or brought against Provider by a third party alleging the infringement or violation of such third party's registered patent, trade secret, copyright, or trademark (each a "Provider Claim") by way of Provider's use of any Subscriber content that Subscriber provides to Provider and Provider uses in the provision of any Services. FVRL's obligation applies only to the extent permitted by law and only to Provider's authorized use of content supplied by FVRL. It does not cover Provider's unauthorized modifications, misuse, or independent infringement. Section 7.3 applies.
- 7.2 **Provider Infringement Indemnity.** Provider, at its expense, will defend, indemnify, and hold Subscriber harmless from and against any and all third-party claims for damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, costs, and expenses including, without limitation, reasonable attorney's fees, finally awarded by a court of competent jurisdiction, after all rights of appeal are exhausted, against Subscriber which directly relate to a claim, action, lawsuit, or proceeding made or brought against Subscriber by a third party alleging the infringement or violation of such third party's registered patent, trade secret, copyright, or trademark (each a "Subscriber Claim") by way of Subscriber's use of the Service that Provider provides to Subscriber. This obligation includes covered settlements approved under Section 7.3 and survives termination for claims arising from the licensed use. This obligation does not apply to the extent a claim is caused by FVRL's unauthorized modification, use outside the agreed license, or combination with items neither supplied nor specified by Provider, where the claim would not arise without

that act. These exclusions do not apply to configurations or integrations required by the agreed Statement of Work or authorized by Provider.

- 7.3 **Indemnification Conditions.** The party seeking indemnity shall give prompt written notice of a claim, allow the indemnifying party to control the defense with competent counsel, and provide reasonable cooperation at the indemnifying party's expense. Delay in notice relieves the obligation only to the extent materially prejudiced. No settlement may admit fault, impose nonmonetary duties, or require payment by the indemnified party without its written consent. FVRL retains control of its statutory duties and public-records decisions.

8. Representations and Warranties.

- 8.1 **By Provider.** Provider represents and warrants that (i) Provider has full rights and authority to enter into, perform according to, and grant the licenses and access provided under this Agreement; (ii) Provider's performance will not violate any agreement or obligation between Provider and any third party; (iii) during the applicable Term, the Software and Services, in the form provided by Provider, will conform in all material respects to the agreed specifications in the Contract Documents and Documentation; and (iv) the Services will be performed professionally and in accordance with industry standards;
- (v) Provider will use commercially reasonable efforts and current industry practices to ensure that the Software, Services, Documentation, and deliverables contain no malicious code, including viruses, malware, worms, Trojan horses, or unauthorized disabling code; and (vi) Provider's provision of the Software and Services does not infringe a United States patent, copyright, trademark, or service mark, or misappropriate a third party's trade secrets (Provider Infringement).
- 8.2 **Performance Remedy.** If the Software or Services fail to conform to Section 8.1 and FVRL gives written notice during the applicable Term, Provider shall promptly repair or replace the nonconforming Software or Services at its expense. If Provider cannot correct the material nonconformance within thirty (30) calendar days, FVRL may terminate the affected Software or Services and receive a prorated refund of prepaid fees for the unused period. This remedy does not limit the SLA, indemnification, data protection, or other express remedies under this Agreement.
- 8.3 **Infringement Remedy.** Provider Infringement is subject to Provider's defense and indemnification obligations under Section 7.2 and FVRL's termination rights under Section 11. Provider shall, at its expense, obtain the right to continued use or replace or modify the affected Software without materially reducing the agreed functionality. If it cannot do so, FVRL may terminate the affected Services and receive a prorated refund for the unused period, without limiting the applicable indemnification obligation.
- 8.4 **Bugs and Abatement; Scope.** Without limiting the express warranties in this Section 8 or elsewhere in the Contract Documents, Provider does not warrant that the Software or Services are completely free from all bugs, errors, or omissions, or will ensure complete security. These warranties are for the sole benefit of FVRL and may not be extended to another person or entity.
- 8.5 **By Subscriber.** Subscriber represents and warrants that (i) Subscriber has full rights and authority to enter in and perform according to this Agreement; and (ii) Subscriber's

performance will not violate any agreement or obligation between Subscriber and any third party and will not violate applicable law.

- 8.6 **Disclaimer.** Except as set forth in this section 8 (representations and warranties), and in the applicable agreement for the software and/or services, to the maximum extent permitted by law, provider disclaims any and all other warranties, whether express or implied, including, but not limited to, any implied warranties and conditions of merchantability, or fitness for a particular purpose. Provider does not and cannot control the flow of data to or from provider's network and other portions of the internet. Such flow of data depends on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt subscriber's connections to the internet (or portions thereof). Although provider will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, provider cannot guarantee that such events will not occur. This disclaimer does not relieve provider of its express contract duties or responsibility for subcontractors and hosting providers used to deliver the services.

9. Indemnification by Subscriber.

- 9.1 **Defense and Indemnity.** To the extent permitted by applicable law, FVRL shall defend and indemnify Provider against third-party claims and damages finally awarded or included in a settlement approved by FVRL to the extent caused by FVRL's breach of the Subscriber Legal Basis Assurance in Section 4.4. This obligation does not cover processing outside FVRL's authorized instructions, Provider's breach or negligence, or the acts of Provider's personnel or subcontractors. The conditions in Section 7.3 apply.

10. Limitation of Liability.

- 10.1 **Exclusion of Certain Claims.** Subject to section 10.3, neither party will be liable to the other for consequential, indirect, special, incidental, punitive, or exemplary damages, whether foreseeable or unforeseeable, arising from performance or nonperformance of this agreement, whether in contract, warranty, negligence, strict liability, or other tort, even if advised of the possibility of such damages.
- 10.2 **Limitation of Liability.** Subject to Section 10.3, each party's maximum aggregate liability arising from this Agreement shall not exceed the fees paid or payable under the Order Form during the twelve (12) months preceding the event giving rise to the claim. For a claim arising during the first twelve months, the cap shall be no less than the total fees payable for implementation and the first twelve months of licensing and Services. The cap applies regardless of the form of action.

10.3 Exceptions to Limitation of Liability.

- 10.3.1 Sections 10.1 and 10.2 do not apply to either party's willful misconduct or gross negligence; infringement or misappropriation of the other party's intellectual property; Provider's infringement indemnity under Section 7.2; or liability that cannot be limited by applicable law.
- 10.3.2 Notwithstanding Section 10.1, covered third-party indemnity awards and approved settlements, reasonable data restoration and legally required breach notification costs arising from a party's breach, and fees properly payable under this Agreement are direct damages. Except where Section 10.3.1 provides otherwise, the monetary cap in Section

10.2 continues to apply. Nothing permits charging accelerated future fees contrary to Section 11.

11. Term; Early Termination.

- 11.1 Effective Date; Term and Renewal.** This Agreement becomes effective on the later of the date the last authorized representative signs Exhibit B and the date FVRL issues the purchase order identified there. The Agreement continues until the authorized Services and term licenses expire or are terminated, subject to provisions that survive. Provider shall not begin work or incur charges until FVRL gives written authorization. Exhibit B shall state the effective date, authorized work start date, service and billing commencement date, and initial service end date. The service and billing commencement date must follow FVRL's acceptance of the installed or provisioned platform or the applicable acceptance milestone expressly identified in Exhibit B. Each recurring subscription, term license, hosted service, maintenance, or support service identified in Exhibit B has an initial twelve (12)-month service term beginning on that date. Subject to available and appropriated funding, each such recurring item will automatically renew for successive one-year terms, up to four (4) additional renewal terms, unless FVRL gives written notice of nonrenewal under Section 13.1 at least sixty (60) calendar days before the current term ends. Automatic renewal does not apply to a perpetual license. Provider shall send a renewal reminder stating the current term end date, the nonrenewal deadline, and the applicable renewal price to procurement@fvrl.org and the designated contract contact at least ninety (90) calendar days before the current term ends. If Provider fails to send that reminder on time, FVRL may give notice of nonrenewal at any time before the next renewal term begins. Renewal prices may not exceed the binding maximum prices for the applicable years stated in the accepted proposal and completed Exhibit B. No unlisted increase, new fee, or pricing change is permitted unless approved in a written amendment signed by FVRL. There is no retroactive billing. Perpetual license rights expressly purchased in Exhibit B are governed by Section 1.1.
- 11.2 Termination for Cause.** If either party materially breaches this Agreement and fails to cure within thirty (30) calendar days after receiving written notice specifying the breach and required cure, the nonbreaching party may terminate by a second written notice stating the effective termination date.
- To the extent permitted by applicable law, either party may also terminate upon written notice if the other ceases business or becomes subject to receivership, insolvency, or liquidation that materially prevents performance. An invoice or routine payment reminder is not a formal Notice of Breach. Notices shall comply with Section 13.1. The data return and transition obligations survive termination.
- 11.3 Termination for Convenience.** FVRL may terminate all or part of this Agreement for convenience upon sixty (60) calendar days' written notice to Provider, subject to the limited payment obligations in Section 11.4. Notwithstanding Section 11.4, if funds are not appropriated or otherwise made available for continued performance, FVRL may terminate the affected recurring services by written notice effective on the date stated in the notice, without penalty or charges for any unfunded period. FVRL shall pay only for authorized Software and Services properly provided through the effective termination date.

- 11.4 Payment and Refund on Termination.** FVRL shall pay for authorized Software and Services properly provided through termination, including documented work in progress delivered to FVRL at agreed rates, not exceeding the applicable milestone price, less credits. For convenience termination only, any non-cancellable annual license or subscription commitment must have been disclosed in the proposal and expressly accepted in Exhibit B, with its amount and period (no more than twelve months per purchase). Such an accepted commitment remains payable only for the current purchased period; access remains available through that period unless FVRL requests closure. Reasonable, unavoidable third-party cancellation costs are payable only if itemized and approved with a stated limit in Exhibit B before being incurred. Provider shall mitigate costs and deduct recoveries. Otherwise, unused prepaid service fees shall be refunded within thirty (30) calendar days. No automatic remaining-term damages, future renewal fees, duplicate recovery, or lost future profits are payable. Accepted annual commitments do not limit refunds for Provider breach or infringement. FVRL retains any fully paid perpetual license; its purchase price is not prorated merely because maintenance ends. Section 6.3 governs data return and transition.

12. Confidentiality.

Subscriber and Provider understand and agree that in the performance of this Agreement each Party may have access to private or confidential information of the other Party which either is marked as “confidential” or the receiving Party should reasonably know under the circumstances that such information is confidential and/or proprietary information of the other Party. Each of us shall hold such information in confidence and not, without the consent of the other, disclose it to a third party or use it for any purpose other than in performance of this Agreement. This obligation of confidentiality shall not apply to information that is generally available to the public through no act or omission of the receiving Party or becomes known to the receiving Party through a third party with no obligation of confidentiality, or is required to be disclosed by law, court or by any government or regulatory authority. If any confidential information is required to be disclosed by statute, rule, regulation or order of any court of competent jurisdiction, before any such disclosure the receiving Party will provide notice to the disclosing Party reasonably sufficient to allow the disclosing Party the opportunity to apply for a protective order or other restriction regarding such disclosure. Notice is required only to the extent permitted by law and practicable within applicable disclosure deadlines; FVRL is not required to delay a legally required disclosure.

13. Miscellaneous.

- 13.1 Notice.** Formal notices shall be in writing and delivered to the contacts in Exhibit B by certified mail with return receipt, overnight courier, or email with affirmative acknowledgement of receipt. Notices to FVRL shall also be copied to procurement@fvrl.org. Notice is effective when actually received. A party may update its notice address by written notice. Security incident reports under Section 4.2, operational support requests, and routine renewal reminders may use the specified email and telephone channels without delaying required action. Invoices alone are not formal breach notices.
- 13.2 Amendment.** This Agreement may not be amended except in a writing executed by authorized representatives of Subscriber and Provider.

- 13.3 **Assignment.** This Agreement is not transferable, assignable, delegable, or sublicensable by Subscriber in whole or in part, without the prior written permission of Provider. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, trustees, administrators, and assigns.
- 13.4 **Survival.** Rights and obligations that by their nature continue after expiration or termination survive, including accrued payment and refund obligations, purchased perpetual license rights, data ownership, return and deletion, limited lawful retention, confidentiality, indemnification, limitations of liability, public disclosure, and governing law. Continuing data access or retention remains subject to the security and use restrictions in this Agreement.
- 13.5 **Binding Effect and Third-Party Beneficiary.** Except if specifically stated in this agreement, neither Party, nor any of their respective employees or agents, will have the power or authority to bind or obligate the other Party. No third party is a beneficiary of this Agreement.
- 13.6 **Waiver of Rights.** Except where specifically stated to the contrary, all remedies available to either Party for breach of this Agreement under this Agreement, at law, or in equity, are cumulative and nonexclusive. A waiver or failure of either Party at any time to require performance by the other Party of any provision hereof will not affect the full right to require such performance at any time thereafter.
- 13.7 **Injunctive Relief.** Either party may seek injunctive relief for a threatened or actual breach where available under applicable law. Neither party waives its right to contest the request, and any bond or security requirement remains for the court to determine.
- 13.8 **Severability.** If any provision or portion thereof of this Agreement or its application in particular circumstance is held to be invalid or unenforceable to any extent in any jurisdiction, such provision or portion thereof will, as to such jurisdiction only, be ineffective to the extent of such unenforceability. All other provisions and portions of them hereunder will not be affected by the invalidity and will be valid and enforced to the fullest extent permitted by law.
- 13.9 **Choice of Law and Venue.** This Agreement, as well as any and all tort claims arising from this Agreement or arising from any of the proposals, negotiations, communications, or understandings regarding this Agreement, will be governed by and construed in accordance with the laws of the State of Washington, applicable to contracts made entirely within Washington and wholly performed in Washington, without regard to any conflict or choice of law principles. The sole jurisdiction and venue for any litigation arising out of this Agreement will be an appropriate federal or state court located in Washington.
- 13.10 **Force Majeure.** A party is excused from delay only to the extent caused by events beyond its reasonable control that it could not reasonably prevent or overcome, such as fire, flood, earthquake, war, governmental action, or a major public health emergency. The affected party shall promptly notify the other, mitigate the effects, and resume performance. Ordinary equipment, staffing, supplier, or subcontractor failures are not automatically excused. Provider's security, backup, and disaster-recovery duties continue to the extent practicable. This provision does not excuse payment for Services properly received or prevent FVRL from exercising its termination rights.

- 13.11 **Public Disclosure.** Provider acknowledges that FVRL is subject to the Washington Public Records Act (Chapter 42.56 RCW) and that records related to this Agreement may be subject to public disclosure.
- 13.12 **Entire Agreement.** This Agreement and the Contract Documents identified in Section 2 form the final and entire agreement and supersede prior negotiations and understandings on the same subject. They may be changed only by authorized written agreement as provided in Section 13.2.
- 13.13 **Exhibits.** The following Exhibits are attached hereto and incorporated herein by this reference:
- A. Support and Service Level Agreement
 - B. Order Form and Statement of Work

Exhibit A. Support & Service Level Agreement

This Support and Service Level Agreement (SLA) applies to the Software and Services provided to FVRL. Support and incident response apply to all deployment models. Hosted availability and service credits apply to Services hosted or operated by Provider or its subcontractors. For locally hosted Software, the Statement of Work shall assign infrastructure, backup, patching, monitoring, and operating responsibilities; it shall not transfer responsibility for Provider's Software or personnel to FVRL.

DEFINITIONS. Except as otherwise expressly defined in this SLA, capitalized terms have the meaning ascribed to them in the Agreement. For the purposes of this SLA, the following capitalized words and phrases have the following meanings:

"Available" means the hosted Services can perform the agreed core business functions. Monthly Availability is $100 \times (\text{eligible minutes in the calendar month} - \text{counted Downtime}) / \text{eligible minutes}$. Eligible minutes are all minutes in that month less only the permitted exclusions below. Monitoring, reporting, and outage records must support the calculation.

"Downtime" means time during eligible minutes when the hosted Services are not Available. Permitted exclusions are limited to maintenance permitted under this SLA, failure solely of FVRL-controlled equipment or connectivity outside the hosted service boundary, and qualifying force majeure under Section 13.10. Provider shall document the cause and duration of an exclusion. Failures of Provider's hosting providers, subcontractors, or other components used to deliver the hosted Services are not excluded merely because a third party is involved.

"Maintenance Windows" means off-peak periods identified in the signed SLA schedule or otherwise agreed in advance by FVRL. Provider shall give at least three (3) Business Days' notice of planned maintenance and its expected impact and duration. Agreed windows may be excluded. Urgent maintenance may also be excluded to the extent reasonably necessary to address an imminent security threat, with notice as soon as practicable and documented cause and duration. Other unplanned maintenance counts as Downtime. Required maintenance and updates are included in the agreed fees; additional paid work requires prior written approval.

"Performance Problem" means an issue materially impairing the Software or Services compared with the agreed specifications or Documentation.

"Service Changes" means agreed changes in scope or configuration. Any resulting outage window and additional fees require advance written agreement; Provider may not reclassify an unplanned outage as a Service Change to avoid the availability commitment.

1) Performance Problems.

Technical Contacts. Provider shall maintain the support channels and escalation contacts stated in Exhibit B, including an alternative when the platform is unavailable. Section 5 response targets apply unless a different target is expressly identified and accepted in the completed Exhibit B or a signed amendment: Severity 1 within 2 elapsed hours, 24/7; Severity 2 within 4 Business Hours; and Severity 3 within 1 Business Day. A Provider SLA expressly accepted in Exhibit B may add to these commitments, but may not reduce them unless the specific alternative is expressly identified and accepted there. Restoration and resolution targets and update intervals shall be recorded in Exhibit B.

2) **Hosted Service Availability Standards.** Provider shall meet 99.9% Monthly Availability unless a different target is expressly identified and accepted in the completed Exhibit B or a signed amendment. Use reasonable automated monitoring and outage records sufficient to

verify availability; no particular monitoring vendor or number of geographic locations is required. Provide a monthly availability report, incident summary, and calculation of applicable credits. The credit schedule and any reasonable claim procedure shall be stated in Exhibit B before execution; FVRL shall have at least thirty (30) calendar days after receiving the monthly report to request a credit. Apply earned credits to the next invoice or refund them within thirty (30) calendar days if no further invoice is due. Credits do not replace termination or other remedies for material breach.

Exhibit B. Order Form and Statement of Work

FVRL and the selected provider will complete the project-specific entries in this sample before signing, using the accepted proposal and the final Statement of Work. Replace bracketed prompts with agreed details or a precise reference to an identified signed schedule. Keep the stated FVRL baseline terms unless the parties expressly agree to a change as required by the Agreement. Enter “None” or “Not applicable” where appropriate. The purchase order, effective date, written work authorization, and actual service dates may be recorded when those events occur. Proposers do not submit a completed Exhibit B with their proposals. This sample does not authorize work or billing.

1. Parties, deployment, and contract dates

Item	FVRL baseline / agreed project details
Subscriber	Fort Vancouver Regional Library District, 2018 Grand Blvd, Vancouver, WA 98661
Provider legal name and address	Provider legal name and address: [complete before signing].
FVRL solicitation / purchase order	RFP 2026-002. FVRL purchase order number and issue date: [record when issued].
Deployment and licensed product	Deployment model, product, version, included modules, agreed user count (approximately 300), and license limits: [complete before signing].
License type	Subscription, fixed-term, or perpetual license; licensed period and any separately purchased maintenance or support period: [complete before signing].
Agreement effective date	The effective date is the later of the last authorized signature date and the date FVRL issues its purchase order under Section 11.1. Actual date: [record when both events have occurred].
Authorized work start	Work begins only after FVRL issues the required written authorization under Section 11.1. Authorization date and reference: [record when issued].
Service and billing commencement	Service and billing begin after installation/provisioning and the applicable FVRL acceptance milestone under Section 11.1. Acceptance date and agreed service start date: [record when established]. No retroactive billing.
Initial service end date	The initial service period is twelve (12) months from the agreed service start date. Actual end date: [record when the service start date is established].

Item	FVRL baseline / agreed project details
Renewal terms	Recurring subscriptions, term licenses, hosting, maintenance, and support automatically renew for up to four successive one-year terms unless FVRL gives written notice of nonrenewal at least 60 calendar days before the current term ends. Provider reminder and renewal price are due at least 90 calendar days before term end. If the reminder is late or missing, FVRL may give notice before the next term begins. Renewal is subject to available and appropriated funding. Attach binding maximum prices for Years 1-5. Perpetual licenses do not renew.

2. Scope, responsibilities, milestones, and acceptance

Before signing, identify the accepted proposal and final Statement of Work by title and date. The final Statement of Work must specify the product configuration, integrations, testing, training, security, accessibility, support, deliverables, FVRL inputs, dependencies, and measurable acceptance criteria. Any agreed exception to the Agreement requires a signed amendment identifying the affected clause.

Item	FVRL baseline / agreed project details
Provider responsibilities	Provider will install or provision the platform and provide the agreed configuration and integrations, migration tools and assistance, training, support, and documentation. Accepted deliverables and responsible staff: [complete before signing in this Exhibit or an identified final Statement of Work].
FVRL responsibilities	FVRL will select, clean up, and migrate content and designate reviewers and content owners. FVRL contacts and, for local deployment, agreed infrastructure and operating responsibilities: [complete before signing; enter Not applicable for provider-hosted infrastructure].
Installation milestone	RFP planning target: working platform installed or provisioned by December 31, 2026; FVRL content migration is not required for this milestone. Agreed installation milestone and any expressly accepted departure from the target: [complete before signing].
Migration and rollout	FVRL-led migration, further configuration, and training are planned for January-March 2027, with staff rollout targeted for March 31, 2027. Agreed provider assistance, training, and rollout support schedule: [complete before signing].

Item	FVRL baseline / agreed project details
Acceptance process	Provider gives written notice when a deliverable is ready. FVRL has ten (10) Business Days to test against agreed criteria and accept or identify material deficiencies. Provider corrects deficiencies and resubmits. Silence alone is not acceptance; the parties promptly address any review delay. Deliverables and measurable acceptance criteria: [complete before signing or identify the applicable section of the signed Statement of Work].
Integration and infrastructure schedule	Included connectors, integration method, licenses, cost, and responsible party for each: [complete before signing or identify a signed schedule]. For a locally hosted deployment, FVRL hardware, connectivity, backup, monitoring, and patching duties: [complete before signing; otherwise enter Not applicable].

3. Pricing and payment schedule

State all prices in US dollars and identify bundled items to avoid double counting. List sales tax separately. Attach the accepted Year 1 and renewal Years 2-5 pricing schedule, five-year evaluated total, and maximum renewal prices. The five-year schedule establishes maximum renewal prices; recurring services and term licenses will renew automatically unless FVRL gives notice under Section 11.1. Record any approved annual advance billing, non-cancellable annual license commitment, or limited third-party cancellation costs under Section 11.4. Price or scope changes require written authorization.

Item	FVRL baseline / agreed project details
One-time implementation and configuration	Amount, included implementation and configuration work, acceptance milestone, and invoice timing: [complete before signing].
Software license / subscription	Amount, service or license period, user tier, included modules, and perpetual or term basis: [complete before signing].
Integration, migration assistance, and training	Itemized amounts or identification as included in other prices: [complete before signing].
Maintenance / support / hosting	Itemized amounts, service period, and included SLA coverage: [complete before signing].
First-year total; tax; payment milestones	First-year total, applicable sales tax, payment milestones, and any approved advance billing: [complete before signing]. Any commitment permitted by Section 11.4 must state its amount, period, and limit here before signing.

Item	FVRL baseline / agreed project details
Optional services; recurring renewal prices Years 2-5	Attach the accepted annual prices or maximum annual increases and resulting maximum prices for Years 1-5: [identify signed schedule before signing]. State optional services separately. Renewal-year prices are binding maximums; unlisted increases or fees require an amendment signed by FVRL. Automatic renewal and notice terms are in Section 11.1. Optional work requires prior written approval.

4. SLA, data, and contract contacts

Item	FVRL baseline / agreed project details
SLA schedule	Exhibit A controls unless a specific alternative is expressly accepted here or in a signed amendment. Separate Provider SLA (title and version) and accepted alternatives: [complete before signing or enter None]. For provider-hosted services, agree the service credit schedule and claim procedure before signing: [complete; for local hosting enter Not applicable].
Support and escalation	Support portal, email, telephone, alternate outage reporting channel, hours, escalation contacts, and update intervals: [complete before signing]. Any accepted alternative to Section 5 response targets or Business Hours: [state expressly or enter None].
Data and security	Hosting locations, approved subprocessors, backup and retention cycle, RTO/RPO, and security incident contacts with email and telephone: [complete before signing, identifying items not applicable to the deployment model]. Section 6.3 return and deletion timeframes apply.
FVRL contract / notices contact	FVRL contract and formal notices contact (name, title, address, email, telephone): [complete before signing]. Copy formal notices and renewal reminders to procurement@fvrl.org .
FVRL technical / security contact	FVRL technical and security contact (name, email, telephone, alternate): [complete before performance].
Provider notices and security contact	Provider notices and security contact (name, title, address, email, telephone, alternate): [complete before signing].
Invoice destination	accounting@fvrl.org ; include the FVRL PO number.
Incorporated schedules / accepted exceptions	Exact titles, dates, and versions of the incorporated proposal, final Statement of Work, pricing and technical schedules, and any signed amendments: [complete before signing; enter None for unused schedules or exceptions].

5. Authorized signatures

By signing below, the authorized representatives agree to the Software Solution Agreement and its completed exhibits and identified schedules. FVRL purchase order issuance and written authorization to begin work remain required under Section 11.1.

Item	Signature details
Fort Vancouver Regional Library District	Signature: _____ Name / title: _____ Date: _____
Provider legal name: _____	Signature: _____ Name / title: _____ Date: _____