**Attachment 4.4**

Key Contract Terms

Please complete the table below regarding Key Contract Terms.

| **Contract / Proposal Requirement** | **Response** |
| --- | --- |
| **Key Personnel -** The Library requires assurances as to the consistency and quality of vendor staffing for its project. The Library shall have the ability to interview and approve key personnel proposed by the vendor and the vendor key personnel may not be removed from the project without the Library’s approval.  ***Note: This requirement only applies to consulting services.*** |  |
| **Warranty –** The Proposer will warrant that all work will be performed by an adequate number of qualified individuals with suitable training, education, and experience and that all work performed and all deliverables, including the system itself, will conform to the scope and specifications as stated in the eventual SOW, including the vendor responses to the functional requirements for a period extending no less than 45 days after final acceptance.  ***Note: This requirement only applies to consulting services.*** |  |
| **Acceptance –** Selected Vendor shall provide final acceptance period after go-live of not less than thirty (30) days to confirm that the project meets all SOW requirements. Milestone payment for final acceptance is no less than 5% of the total implementation fees for the phase.  ***Note: This requirement only applies to consulting services.*** |  |
| **Hold Harmless –** Selected Vendor shall hold harmless, defend, and indemnify Library and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Selected Vendor’s performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of Library. |  |
| **System Configuration Limits –** Selected Vendor shall consider the scope of the project defined by the Library’s business process goals, functional requirements, and desire to implement the licensed software to best meet the needs of the Library. The scope shall not be constrained by any configuration limits that would be necessary to achieve the project scope. |  |
| **Service Level Agreements –** Selected Vendor shall identify clear service level objectives for availability. |  |
| **Service Level Agreement Remedy –** Selected Vendor shall provide remedies for failure to meet service levels that include but are not limited to refund of fees paid for service periods where the failure to meet service level objective is met. |  |
| **Fixed Fee Pricing Based on Milestones –** Selected Vendor shall provide fixed fee pricing based on milestones for all implementation services. Fixed fee pricing shall not be further limited by an hours cap on select services. |  |