

Actual purchases will vary based on the needs of the City. Actual service requests, and service requests for future years may be more or less, and any quantities listed herein should be used for informational purposes only.

The Items herein are indicative to the types and quantities of library print and audio visual materials currently utilized by the City of Scottsdale. The list is not to be construed as the complete inventory utilized by the City of Scottsdale and is not to be construed as requiring the City of Scottsdale to purchase any specific items or quantities. The list of items and quantities as stated on the Pricing Proposal Form are furnished to aid the Bidder in internal planning and as a basis of award.

12. TERM OF AGREEMENT

The initial term of this Contract shall be a three (3) year period from the effective date of the contract award.

The City and Contractor may mutually agree to extend this Contract for two (2) additional one (1) year periods, upon the recommendation of the Contract Administrator, concurrence of the Purchasing Director and/or City Council, depending on the Contract.

13. THIRD PARTY BENEFICIARY

Nothing under the Contract Documents will be construed to give any rights or benefits in the Contract Documents to anyone other than the City and the Consultant, and all duties and responsibilities undertaken in accordance with the Contract Documents will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party.

14. UNPREDICTABLE MARKET CHANGE

In the event of an unpredictable change in the market, which affects the then current Contract price, Contractor may submit justification for a price adjustment. Contract Administrator and Purchasing Director shall review justification and determine applicable price adjustment. Upon return to normal market conditions, the price will be adjusted to the price established by the original Contract terms.

The Purchasing Director shall be the final authority on any price adjustment due to unpredictable market change.

15. WARRANTY REQUIREMENTS

All workmanship and materials provided under the scope of this solicitation shall be warranted for a **MINIMUM** of twelve (12) months or as identified in the Statement of Need.

ALL WARRANTIES SHALL START FROM THE CITY OF SCOTTSDALE IN SERVICE DATE.

All warranty items/issues/concerns shall be resolved at no charge to the City of Scottsdale. This shall include, but not be limited to, parts, labor, freight, travel, etc. All warranty items/issues/concerns shall be resolved within a time frame determined by the Contract Administrator.