

CLEVELAND PUBLIC LIBRARY

Finance Committee

November 19, 2013

RESOLUTION AUTHORIZING THE PURCHASE OF EARLY LITERACY STATIONS FROM AWE INC.

WHEREAS, One of the Cleveland Public Library's core missions is to encourage early childhood literacy and to embrace new ways to adapt the Library to the changing needs of people we serve; and

WHEREAS, The Department of Public Services and the Library's Department of Information Technology has identified a tool that would assist with early childhood literacy called Early Literacy Stations which are used in other libraries around the country. This product will assist the library in creating digital learning opportunities for children. It requires no Internet connection, so it is safe and secure; and

WHEREAS, The Library's Department of Information Technology has identified AWE Inc. as the only manufacturer of the Early Literacy Station, and obtained a proposal from AWE Inc. for the purchase of 54 stations in the amount of \$137,646.00; and

WHEREAS, The Early Literacy Station manufactured by AWE Inc. is a comprehensive all-in-one digital learning solution for children ages 2-8, and features more than 60 educational software programs spanning seven curricular areas. The Library desires to purchase Early Literacy Stations in order to make two of them available in each branch; now therefore be it

RESOLVED, That the Board of Trustees authorizes the Executive Director, CEO, or his designee, to enter into a purchase agreement with AWE Inc., for the purchase of 54 Early Literacy Stations and supporting equipment, in the amount of \$137,646.00, with the expenditure being charged to Account 40130105-55530 (Computer Hardware), subject to the approval of the Chief Legal Officer.



Ohio Multi State Purchase Quotation – Early Literacy Station™ English - Version 10

Quotation developed for: Larry Finnegan

Date: **November 13, 2013**

Organization: Cleveland Public Library

Valid until: **November 15, 2013**

| Product | Quantity | Unit Cost | Total |
|---|----------|-------------|---------------|
| Early Literacy Station™: | | | |
| Early Literacy Station™ English - LIST PRICE | 0 | \$ 3,937.00 | \$ - |
| Early Literacy Station™ English Educational Discount (1-9 units) | 0 | \$ 3,150.00 | \$ - |
| Early Literacy Station™ English Volume Discount (10-24 units) | 0 | \$ 2,993.00 | \$ - |
| Early Literacy Station™ English Volume Discount (25-49 units) | 0 | \$ 2,835.00 | \$ - |
| Early Literacy Station™ English Volume Discount (50+ units) | 54 | \$ 2,499.00 | \$ 134,946.00 |
| ON THIS HARDWARE PLATFORM ► 20" All-in-One / Touch Screen | | | |
| Warranty & Upgrades Extend Plan: | | | |
| 1 Year Warranty & Upgrades Extend Plan (at time of purchase & for a total of 4 years) | 0 | \$ 500.00 | \$ - |
| 2 Year Warranty & Upgrades Extend Plan (at time of purchase & for a total of 5 years) | 0 | \$ 1,000.00 | \$ - |
| ELF Licensing: | | | |
| ELF Child Safe Browser: New ELF annual subscriptions per year / per building | 0 | \$ 200.00 | \$ - |
| ELF Reading & Reference: per year / per building | 0 | \$ 1,250.00 | \$ - |
| Options: | | | |
| AWE headphones w/ volume control and pull-away cord, one (1) year mfg. warranty | 0 | \$ 20.00 | \$ - |
| Audio Y splitter cable (allows 2 set of headphones simultaneously) | 0 | \$ 3.00 | \$ - |
| Inkjet Color Printer | 0 | \$ 130.00 | \$ - |
| 6 Ft. USB printer cable | 0 | \$ 10.00 | \$ - |
| Replug Mini-Stereo Breakaway Audio Adapter | 0 | \$ 13.00 | \$ - |
| Enhanced Support Stand for 20" All-in-One Touch Screen model | 0 | \$ 85.00 | \$ - |
| Professional Development Options: | | | |
| Exclusive Live Web Training (Web-based solution) | 0 | \$ 500.00 | \$ - |
| Half Day On-Site Training (On-Site solution) | 0 | \$ 1,200.00 | \$ - |
| Full Day On-Site Training (On-Site solution) | 0 | \$ 1,800.00 | \$ - |
| Two Day On-Site Training (On-Site solution) | 0 | \$ 3,000.00 | \$ - |

GROUP SPECIAL

Market: Library [LIB-LIB]

Shipping 54 \$ 50.00 \$ 2,700.00

SUBTOTAL \$ 137,646.00

Applicable State Sales Tax ---> 0.000%

SALES TAX \$ -

If you are exempt, please include a copy of your sales tax certificate

TOTAL \$ 137,646.00

NOTE: An authorized customer contact should sign and return a copy of this quote to AWE within 30 days, to accept this price quote

AWE, Inc.

Cleveland Public Library

Jeremy Link

11/13/2013

(Signature)

Date

I agree to AWE's Terms & Conditions

(Date)

(Authorized Signature or corresponding purchasing order)

Jeremy Link

(Print Name)

(Print Name) / (Title)

Senior Account Executive

(Title)

(Email Address & Phone Number)

Bill To Information

Ship To Information

Name:

Name: Larry Finnegan

Organization: Cleveland Public Library

Organization: Cleveland Public Library

Address: 325 Superior St.

Address:

City, State, Zip: Cleveland, OH 44114

City, State, ZIP:

Phone / Fax: 216-623-2811 / 216-623-7120

Phone / FAX: 216-623-2811 / 216-623-7120

Email:

Email: larry.finnegan@cpl.org

PAYMENT TYPE: ___ Net 15 Terms or Credit Card: ___ VISA ___ MASTERCARD / # _____ - _____ - _____ EXP. _____

Key (primary AWE) Contact NAME: _____

Email: _____

Phone: _____

Warranty and Upgrade Contact NAME: _____

Email: _____

Phone: _____

Special Interest Group Contact NAME: _____

Email: _____

Phone: _____

AWE, Inc. All Rights Reserved

Confidential & Proprietary

2501 Seaport Drive, Suite # 410 SH • Chester • Pennsylvania, 19013

Phone (610) 833-6400 • Fax (610) 833-6440 • Email: info@awelearning.com • www.awelearning.com

Terms and Conditions

Fees, Invoicing: CUSTOMER agrees to make payment in full for all amounts due according to invoice on or before the net 15 due date.

Returns: Customers may return items within 30 days of receiving those items, using the following procedures: i) Prior to shipping, request an RMA (Return Materials Authorization) number from AWE (866 463-6357) ii.) shipped items must be received by AWE within 20 calendar days from RMA issuance; and iii) items must be secured with proper (original) packaging to prevent any damage in transit. A restocking fee of 15% (of the non-discounted item price), return shipping cost, and packaging (if applicable) will be charged to Customer for all items returned after initial shipment.

Delinquent Payment: The CUSTOMER agrees to pay interest on all amounts that are past due at the lesser of 1.5% per month or the highest rate allowed by law. The CUSTOMER also agrees to pay collection costs and attorneys fees, if AWE, prevails in a court of law or administrative proceeding, required to collect delinquent fees. AWE may suspend services and/or terminate the Agreement in the event that CUSTOMER fails to make timely payment with 30 days notice. Termination shall not alter CUSTOMER's obligation to make full payment under this Agreement.

Equipment & Software: AWE will invoice CUSTOMER for all systems, when they are shipped to the Customer.

Warranty and Upgrade: AWE bundled hardware and software products (AWE products) include a three year coverage period from the date of shipment (Warranty and Upgrade Period). Warranty and Upgrade extensions are available for years 4 and 5. Warranty and Upgrade periods must run consecutively. That is, a year 5 extension may not be purchased without a year 4 extension. The Warranty and Upgrade period cannot exceed (5) years from original date of shipment. Printers include a limited one year warranty that CANNOT be extended.

Limited Warranty: AWE warrants that hardware will be free of defects in materials and workmanship during the warranty coverage period. The limited warranty also covers malfunctions in the general operation of the AWE product that are not pre-existing in the original educational software titles. AWE's limited warranty covers only those defects that arise as a result of normal use of the product and does not cover any other problems, including those that arise as a result of: (i) External causes such as accident, abuse, misuse, or electrical power problems (ii) Servicing not authorized by AWE (iii) Usage that is not in accordance with product instructions (iv) improper or unauthorized maintenance or modification; (v) using accessories, parts, or components not supplied or supported by AWE; (vi) products for which we have not received payments.

Upgrade: AWE will develop new versions of the Digital Learning System software annually. During the initial three year period, all software updates and two software version upgrades will be standard within the Upgrade Period. Each one-year extension period will entitle CUSTOMER to all software updates and one additional Digital Learning System software version upgrade. During the CUSTOMER's valid warranty and upgrade period, AWE will notify the CUSTOMER, via email, of the availability of new product versions. It is the CUSTOMER's responsibility to inform AWE of any changes to the CUSTOMER contact information. AWE will not be held responsible in the event that CUSTOMER is unable to be contacted because of invalid or outdated contact information. For each new version upgrade the CUSTOMER must review and submit their upgrade request form and the new version(s) will be delivered to CUSTOMER via a product drive upgrade kit that is on loan to the CUSTOMER. Under this process, AWE will ship CUSTOMER a Product Drive containing the New Version for all qualified systems as well as updated documentation. CUSTOMER will have a set period of time to apply upgrades and then return AWE's Product Drive to AWE with the original packing and prepaid return labels included with the kit.

Technical Support: Any questions or issues regarding your Digital Learning System can be reported to our Help Desk by calling (toll free) 1-(866) INFO-ELS. The Help Desk staff is available Monday – Friday 9am – 5pm to take your call. Support requests can also be made online using the Support Link on AWE's homepage (www.awelearning.com).

Limitation of Liability: AWE warrants that it will perform all services associated with this agreement in a professional and workman like manner. In no event will AWE's liability whether in contract or tort, exceed the total amount of the fees and expenses paid to it by the customer under this agreement, neither party will be liable for consequential damages, even if advised of the possibility hereunder.

Liability and Indemnification: AWE shall indemnify defend and hold harmless the CUSTOMER, its officers, employees and designated representative from any and all claims, suits, actions, damages, liabilities, expenses and costs of any kind, including litigation costs and reasonable attorney's fees, arising out of bodily injury (including death) and/or damage to real or tangible personal property, provided that the injury or damage was caused by the fault or negligence of AWE, its officers, employees, agents or sub-contractors (including suppliers).

CUSTOMER shall indemnify defend and hold harmless AWE, its officers, employees and designated representative from any and all claims, suits, actions, damages, liabilities, expenses and costs of any kind, including litigation costs and reasonable attorney's fees, arising out of bodily injury (including death) and/or damage to real or tangible personal property, provided that the injury or damage was caused by the fault or negligence of CUSTOMER, its officers, employees, agents or sub-contractors (including suppliers).

Proprietary, Confidential and Non-Disclosure Agreement: Each party acknowledges that all information concerning the other party which is designated by the party as "Confidential and Proprietary" shall be deemed to be Confidential and Proprietary Information. Confidential and Proprietary Information is not meant to include any information, which, at the time of disclosure, is generally known by the public. Each party agrees that it will not permit the duplication, use or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees who must have such information for the performance of their obligation under this Agreement and as necessary to secure the performance of obligations hereunder by legal means), unless authorized in writing by the other party.

Neither party shall use the name(s), trademark(s) or trade name(s), whether registered or not, of the other party in publicity releases or advertising without securing the prior written approval of the other party, such approval not to be unreasonably withheld; provided that AWE shall have the right, without CUSTOMER's approval to use CUSTOMER's name in its general list of customers.

Each party agrees to hold in confidence any such Confidential and Proprietary information disclosed pursuant to this Agreement for a period of 3 years from the effective date of this Agreement. The parties shall have no obligation to maintain such information in confidence provided, they can show that such information (i) was in their possession prior to disclosure of such information, (ii) is or becomes publicly available through no fault of the party or (iii) was developed by the party independent of this Agreement.

Ownership Rights: AWE shall retain all right, title and interest in all technical information, inventions, patents, trade secrets, developments, discoveries, software, know-how, methods, techniques, formulae, data, processes and other proprietary ideas, whether or not patentable or copyrightable, that are developed pursuant to performance of the services hereunder.

Relationship & Right to Employ: AWE is an independent contractor and nothing in this Agreement shall be deemed to create a partnership or joint venture between CUSTOMER and AWE. As an independent contractor, AWE shall be responsible for withholding and paying all employment taxes, unemployment insurance, workers' compensation insurance and benefits for its employees. During the term of this Agreement, and any extensions thereto, the CUSTOMER and AWE agree not to engage in either solicitation or recruitment of each other's employees.

Term: This Agreement shall be effective when signed by both the CUSTOMER and AWE and thereafter remain in effect for such term as is provided in contract.

Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

Final Agreement: This Agreement and Exhibits contain the final and entire agreement between the parties and is intended to be an integration of all prior agreements between them regarding the services.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly appointed representative as of the day and year on the face of the Agreement.

AWE, Inc. All Rights Reserved

Confidential & Proprietary

2501 Seaport Drive, Suite # 410 SH • Chester • Pennsylvania, 19013

Phone (610) 833-6400 • Fax (610) 833-6440 • Email: info@awelearning.com • www.awelearning.com