

**RESOLUTION NO. 08-02-21**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER TO EXECUTE A PURCHASE ORDER WITH JAVA CONNECTIONS TO PURCHASE LAPTOPSANYTIME KIOSKS TO BE USED BY LAKE PARK PUBLIC LIBRARY PATRONS, TO BE FUNDED BY THE 2020 LIBRARY SERVICES AND TECHNOLOGY ACT GRANT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of lake Park (Town) has all of the powers and authority conferred upon it pursuant to the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons and

**WHEREAS**, the Town has been awarded a technology grant of \$68,485 by the Florida Department of State Division of Library and Information Services, the proceeds of which are to be used for the provision of such laptop kiosks, laptops, and software and security for laptops; and

**WHEREAS**, LaptopsAnytime kiosks are designed to be integrated into our Koha ILS (Integrated Library System) and are a space-efficient way to extend untethered access to mobile laptops in the Library; and

**WHEREAS**, library patrons are able to check out one laptop at a time and use anywhere inside the library building to conduct research for academic or entrepreneurial pursuits, find public assistance or leisurely use; and

**WHEREAS**, laptops will be equipped with Wi-Fi, Microsoft Office, library electronic databases and wireless printing for which library patrons will be able to use: and

**WHEREAS**, the City of Boynton Beach, Florida, following a competitive solicitation process, awarded a five-year contract to Java Connections, LLC for the provision of maintenance and repair services to the City’s Library system; and

**WHEREAS**, the City of Boynton Beach’s solicitation contained a cooperative purchasing provision that permits Java Connections, LLC to provide its maintenance and repair services to other governmental units upon the same terms as it offers its services to the City of Boynton Beach; and

**WHEREAS**, pursuant to the Town’s cooperative purchasing procedures, the Town may enter into contracts for services with contractors when another public agency has already followed proper formal bid procedures and its solicitation provides for cooperative purchasing; and

**WHEREAS**, Java Connections, LLC has agreed to provide the necessary services and resources to the Town using the same pricing, terms and conditions as set forth in the City of Boynton Beach’s purchase number 201023.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:**

**Section 1.** The foregoing recitals are incorporated herein by reference.

**Section 2.** The Town Manager is hereby authorized and directed to execute a purchase order with Java Connections, LLC, to purchase LaptopsAnytime kiosks that will house 18 laptops for use by the patrons of the Lake Park Public Library. A copy of the quote from Java Connections is attached hereto and incorporated as Exhibit “A”.

**Section 3.** A copy of the City of Boynton Beach, Florida Agreement contract with Java Connections is attached hereto and incorporated herein as Exhibit “B”.

**Section 4.** A copy of the City of Boynton Beach, Florida Request for Information is attached hereto and incorporated herein as Exhibit "C".

**Section 5.** This Resolution shall take effect upon execution.

The foregoing Resolution was offered by Commissioner Flaherty, who moved its adoption. The motion was seconded by Commissioner Michaud and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	___
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	___
COMMISSIONER ERIN FLAHERTY	<u>/</u>	___
COMMISSIONER JOHN LINDEN	<u>/</u>	___
COMMISSIONER ROGER MICHAUD	<u>/</u>	___

The Town Commission thereupon declared the foregoing Resolution No. 08-02-21 duly passed and adopted this 3 day of February, 2021.

TOWN OF LAKE PARK, FLORIDA

BY:   
MICHAEL O'ROURKE  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK

Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY





**Java Connections, LLC**  
 dba LaptopsAnytime  
 17304 Preston Road, Suite 800  
 Dallas, TX 75252 US  
 (614) 579-3057  
 abigail@laptopsanytime.com  
 www.laptopsanytime.com

*Exhibit "A"*

## Quote

### ADDRESS

Judith Cooper  
 Acting Library Director  
 Lake Park Public Library  
 529 Park Ave  
 Lake Park, FL 33403

### SHIP TO

Judith Cooper  
 Acting Library Director  
 Lake Park Public Library  
 529 Park Ave  
 Lake Park, FL 33403

QUOTE # 2492

DATE 01/20/2021

EXPIRATION DATE 07/30/2021

### SALES REP

JK

ACTIVITY	QTY	RATE	AMOUNT
<b>Kiosk - 6 Bay Host</b> 6-bay Laptop Host Station in a 24"w x 29" d x 60" h cabinet set for 6 default laptops. RFID 4.0 Technology. Includes Web Camera to take photo of every person checking out device. Touchscreen Monitor, Bar Code Reader. Note: Devices to be furnished by customer.	1	13,950.00	13,950.00
<b>Kiosk -- 12BC</b> 12-bay Companion Station 30"w x 29"d x 60"h set for compatible laptops (to be specified at time of order placement). RFID 4.0 Technology. Note: devices furnished by customer. Price: \$20,000	1	20,000.00	20,000.00
<b>Database Integration</b> ILS Authentication (SIP-2 Protocol) and/or LDAP Active Directory. Price: \$3500. One time cost.	1	3,500.00	3,500.00
<b>Annual Hardware Svc Agreement Platinum Plus</b> Annual Hardware Service Agreement. Cost based on total hardware purchase. Platinum Plus - 15%. (Platinum Plus provides Free SMART Bay Upgrades Once Every 3 Years).	1	5,092.50	5,092.50
<b>Ann Software Lic Agreement</b> Annual Software Licensing Agreement per Host Station (\$1000 per each Host of 6 or fewer devices plus \$800 for each additional 6 devices). Price: \$3,400.00/yr.	1	2,600.00	2,600.00
<b>Custom Graphics</b> Custom Kiosk Graphics. Price \$1250 for one station includes front panel and two side panels + Laptop Stickers. Price: \$1250. Price Waived for Platinum Plus.	1	0.00	0.00
<b>Deep Freeze Software License</b> Faronics Deep Freeze Licenses. Cost up to \$50/license. Waived. Up to 18 licenses.	18	0.00	0.00
<b>On-Site Installation</b> On-Site Installation and Training. Price: \$3000 per Day.	1	2,500.00	2,500.00

Thank you for your business. A 3% service charge is added if paying by credit card.

ACTIVITY	QTY	RATE	AMOUNT
One to two days. Reduced for Platinum Plus: \$2500.			
<b>Crate</b> Custom Wooden Crate (1 per Kiosk). \$600/Crate. Price Waived for Platinum Plus.	2	0.00	0.00
<b>Shipping</b> Prepay and Add Shipping (1 per Crate) \$700/Crate. Price Waived for Platinum Plus.	2	0.00	0.00
At time of PO, we request 50% Down-Payment with the remaining balance paid at Net 30.		TOTAL	<b>\$47,642.50</b>

Please coordinate with John Kormanik / Matt Buscher to arrange sending all of the power cords and the devices to our Assembly Plant in Hayward, CA to facilitate the set-up of the Kiosk prior to shipping the Unit to the library.

Accepted By 

Accepted Date 02-03-2021

Exhibit "B"

**PURCHASE ORDER  
CITY OF BOYNTON BEACH, FLORIDA**

PROCUREMENT SERVICES DEPARTMENT  
3301 Quantum Blvd. Suite 101  
P.O. BOX 310  
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 201023  
DATE: 03/31/20

VENDOR 18002

TO: JAVA CONNECTIONS LLC (1099)  
17304 PRESTON RD.  
STE. 800  
DALLAS, TX 75252

SHIP TO:  
City of Boynton Beach  
LIBRARY  
115 N. FEDERAL HWY  
BOYNTON BEACH, FL 33435

REQUISITION NO. 76059	ORDERING DEPARTMENT: LIBRARY - CRAIG CLARK	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	• CONTRACT NO. COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	2.00	EA	KIOSK - K-06H 6-bay Host Station 30"w x 29"d x 60"h set for compatible devices (to be specified at time of order placement). RFID 4.0 Technology. Includes Web Camera to take photo of every person checking out device. Touchscreen Monitor, Bar Code or Swipe Card Reader (to be specified at time of order placement). Note: devices furnished by customer.	13950.0000	27900.00
2	2.00	EA	KIOSK -- 12BC 12-bay Companion Station 30"w x 29"d x 60"h set for compatible devices (to be specified at time of order placement). RFID 4.0 Technology. Note: devices furnished by customer.	20000.0000	40000.00
3	2.00	EA	ANNUAL HARDWARE SVC AGREEMENT PLATINUM PLUS Annual Hardware Service Agreement. Cost based on total hardware purchase. Platinum - 18% (Platinum Plus provides Free SMART Bay Upgrades Once Every 3 Years). \$2,092.50/yr. for each 18-Bay System	5092.5000	10185.00
4	2.00	EA	ANN SOFTWARE LIC AGREEMENT Annual Software Licensing Agreement per Host Station (\$1000 per each Host of 6 or fewer devices	2600.0000	5200.00

PROCUREMENT SERVICES:	4MRF 4/2/20	P.O. TOTAL:
FLORIDA STATE SALES TAX EXEMPTION CERTIFICATE NO. 85-8012621544C-0 THE CITY OF BOYNTON BEACH IS EXEMPT FROM FEDERAL EXCISE TAXES. WHERE TAX APPLIES INVOICE MUST SHOW GROSS PRICE, AMOUNT OF THE TAX, AND NET PRICE. EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.	IMPORTANT INSTRUCTIONS OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, TICKETS, INVOICES, STATEMENTS, AND CORRESPONDENCE. MAIL INVOICES TO: FINANCIAL SERVICES DEPARTMENT P.O. BOX 310 BOYNTON BEACH, FL 33425-0310	1) RENDER SEPARATE INVOICE FOR THIS ORDER OR FOR EACH SHIPMENT THEREON IMMEDIATELY FOLLOWING SHIPMENT. 2) PREPAID FREIGHT CHARGEABLE TO THE CITY OF BOYNTON BEACH MUST BE SUPPORTED BY CARRIER'S RECEIPT. 3) INVOICES AND STATEMENTS SUBJECT TO CASH DISCOUNT SPECIFIED HEREON.

ORIGINAL

## CITY OF BOYNTON BEACH GENERAL TERMS AND CONDITIONS

### Tax Exemption:

The City is tax exempt, ID# 85-8012621544C-0

### Acceptance of Contract:

This order is the City's offer to purchase the goods and/or services described on the reverse side from the Vendor. The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this Purchase Order.

### Amendments:

No agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made a part hereof.

### Compliance with Laws:

The Vendor certifies that in performing this contract, they will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders.

### Delivery:

All prices must be F.O.B. destination. Time is of the essence on this contract. If completed deliveries are not made at the time agreed, the City reserves the right to cancel or purchase elsewhere and to hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise the City, in writing of the earliest possible shipping date for acceptance by the City.

### Inspection:

Goods and Material must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of the delivery, the goods shall be returned at no cost to the City. The City reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

### Laws Governing:

This contract shall be governed by and construed according to the laws of the State of Florida. Venue for any action related to this Agreement shall be in the Circuit Court for the 18th Judicial Circuit, Palm Beach County, Florida.

### Material Safety Data Sheets:

Proper Material Safety Data Sheets, in compliance with OSHA's Hazard Communications Standard, must be provided by the Vendor to the City at the time of purchase or delivery.

### Patents and Copyrights:

If an article sold and delivered to the City hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whatsoever on account of the use or sale of such articles by the City in violation or right under such patent or copyright.

### Payment:

All invoices shall be addressed to the ordering department, City of Boynton Beach, P.O. Box 310, Boynton Beach, FL 33425-0310 as indicated on the front of this Purchase Order and must include Vendor's name and phone number, and clearly list quantities, item descriptions and units of measure.

### Public Records:

The City of Boynton Beach is public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

### Public Records (cont.)

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Vendor shall transfer to the CITY, at no cost to the CITY, all public records in Vendor's possession. All records stored electronically by Vendor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CRYSTAL GIBSON, CITY CLERK  
3301 QUANTUM BLVD., SUITE 101  
BOYNTON BEACH, FLORIDA, 33426  
561-742-6061  
GIBSONC@BBFL.US

### Risk of Loss:

Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the City. No such loss, injury or destruction shall release Vendor from any obligations hereunder.

### Scrutinized Companies - 287.135 and 215.473:

Vendor certifies that Vendor is not participating in a boycott of Israel. Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Vendor of the City's determination concerning the false certification. Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Vendor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

### Uniform Commercial Code:

All applicable portions of the Florida Uniform Commercial Code shall govern this contract with the City

### Warranty:

The Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, Vendor warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

### Termination:

Upon thirty (30) calendar days' written notice to Contractor, City may, without cause and without prejudice to any other right or remedy, terminate this Agreement for City's convenience. Where the Agreement is terminated for the convenience of City, the notice of termination to Contractor must state that the Agreement is being terminated for the convenience of the City under this termination clause, the effective date of the termination, and the extent of termination. Contractor shall be paid for the services up to and including the effective date of the termination. This shall mean payment for all completed tasks and payment for uncompleted tasks based upon a percentage of completion of such uncompleted tasks. Contractor shall not be paid on account of loss of anticipated profits or out of or resulting from such termination.



**PURCHASE ORDER**  
**CITY OF BOYNTON BEACH, FLORIDA**  
 PROCUREMENT SERVICES DEPARTMENT  
 3301 Quantum Blvd. Suite 101  
 P.O. BOX 310  
 BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 201023  
 DATE: 03/31/20

VENDOR 18002

TO: JAVA CONNECTIONS LLC (1099)  
 17304 PRESTON RD.  
 STE. 800  
 DALLAS, TX 75252

SHIP TO:  
 City of Boynton Beach  
 LIBRARY  
 115 N. FEDERAL HWY  
 BOYNTON BEACH, FL 33435

REQUISITION NO. 76059	ORDERING DEPARTMENT: LIBRARY - CRAIG CLARK	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	• CONTRACT NO. COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
			plus \$800 for each additional 6 devices). \$2,600/yr. for each 18-Bay System		
5	1.00	EA	DATABASE INTEGRATION ILS Authentication (SIP-2 Protocol) and/or LDAP/Active Directory. One-time cost.	3500.0000	3500.00
6	1.00	EA	ON-SITE INSTALLATION On-Site Assistance with Installation and Training. \$3000.00 for 2-Days.	3000.0000	3000.00
7	1.00	EA	CUSTOM GRAPHICS Custom Kiosk Graphics. Price \$1250 for each station includes front panel and two side panels + Laptop (Lid) Stickers. Price Waived for Platinum Plus.	.0001	.00
8	36.00	EA	DEEP FREEZE SOFTWARE LICENSE	.0001	.00
9	4.00	EA	CRATE Custom Wooden Crate (1 per Kiosk). Price: \$600/Crate. Price Waived for Platinum Plus.	.0001	.00
10	4.00	EA	SHIPPING Prepay and Add Shipping (1 per Crate). Price: \$700/Kiosk. Price Waived for Platinum Plus.	.0001	.00

Payment Terms: Net 30 (after receipt of Kiosk)

PROCUREMENT SERVICES:	4M9F 4/20	P.O. TOTAL:
FLORIDA STATE SALES TAX EXEMPTION CERTIFICATE NO. 85-8012821544C-0  THE CITY OF BOYNTON BEACH IS EXEMPT FROM FEDERAL EXCISE TAXES. WHERE TAX APPLIES INVOICE MUST SHOW GROSS PRICE, AMOUNT OF THE TAX, AND NET PRICE. EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.	IMPORTANT INSTRUCTIONS OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, TICKETS, INVOICES, STATEMENTS, AND CORRESPONDENCE.  MAIL INVOICES TO: FINANCIAL SERVICES DEPARTMENT P.O. BOX 310 BOYNTON BEACH, FL 33425-0310	1) RENDER SEPARATE INVOICE FOR THIS ORDER OR FOR EACH SHIPMENT THEREON IMMEDIATELY FOLLOWING SHIPMENT. 2) PREPAID FREIGHT CHARGEABLE TO THE CITY OF BOYNTON BEACH MUST BE SUPPORTED BY CARRIER'S RECEIPT. 3) INVOICES AND STATEMENTS SUBJECT TO CASH DISCOUNT SPECIFIED HEREON.

ORIGINAL

## CITY OF BOYNTON BEACH GENERAL TERMS AND CONDITIONS

### **Tax Exemption:**

The City is tax exempt, ID# 85-8012621544C-0

### **Acceptance of Contract:**

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### **Amendments:**

No agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made a part hereof.

### **Compliance with Laws:**

The Vendor certifies that in performing this contract, they will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders.

### **Delivery:**

All prices must be F.O.B. destination. Time is of the essence on this contract. If completed deliveries are not made at the time agreed, the City reserves the right to cancel or purchase elsewhere and to hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise the City, in writing of the earliest possible shipping date for acceptance by the City.

### **Inspection:**

Goods and Material must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of the delivery, the goods shall be returned at no cost to the City. The City reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

### **Laws Governing:**

This contract shall be governed by and construed according to the laws of the State of Florida. Venue for any action related to this Agreement shall be in the Circuit Court for the 18th Judicial Circuit, Palm Beach County, Florida.

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If an article sold and delivered to the City hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the City in violation or right under such patent or copyright.

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A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

### **Public Records (cont.)**

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Vendor shall transfer to the CITY, at no cost to the CITY, all public records in Vendor's possession. All records stored electronically by Vendor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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Vendor certifies that Vendor is not participating in a boycott of Israel. Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Vendor of the City's determination concerning the false certification. Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Vendor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

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All applicable portions of the Florida Uniform Commercial Code shall govern this contract with the City

### **Warranty:**

The Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, Vendor warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

### **Termination:**

Upon thirty (30) calendar days' written notice to Contractor, City may, without cause and without prejudice to any other right or remedy, terminate this Agreement for City's convenience. Where the Agreement is terminated for the convenience of City, the notice of termination to Contractor must state that the Agreement is being terminated for the convenience of the City under this termination clause, the effective date of the termination, and the extent of termination. Contractor shall be paid for the services up to and including the effective date of the termination. This shall mean payment for all completed tasks and payment for uncompleted tasks based upon a percentage of completion of such uncompleted tasks. Contractor shall not be paid on account of loss of anticipated profits or out of or resulting from such termination.

**PURCHASE ORDER  
CITY OF BOYNTON BEACH, FLORIDA**

PROCUREMENT SERVICES DEPARTMENT  
3301 Quantum Blvd. Suite 101  
P.O. BOX 310  
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 201023  
DATE: 03/31/20

VENDOR 18002

TO: JAVA CONNECTIONS LLC (1099)  
17304 PRESTON RD.  
STE. 800  
DALLAS, TX 75252

SHIP TO:  
City of Boynton Beach  
LIBRARY  
115 N. FEDERAL HWY  
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REQUISITION NO. 76059	ORDERING DEPARTMENT: LIBRARY - CRAIG CLARK	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	CONTRACT NO. COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
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Please coordinate with Matt Buscher to send all devices and chargers to Assembly Plant in Fremont, CA to facilitate in set-up of Kiosk.

For Delivery to the Boynton Beach City Library  
Contact Mike Naughton at 561.742.6399.

REMARKS:  
THE LIBRARY IS ORDERING 2 SETS OF LAPTOPS ANYTIME KIOSKS THAT HOLD 18 DEVICES EACH FOR A TOTAL OF 36 LAPTOPS FOR ADULT AND TEEN SERVICES. LAPTOPS ANYTIME KIOSKS ARE DESIGNED TO BE INTEGRATED INTO OUR KOHA INTEGRATED LIBRARY SYSTEM AND A SPACE EFFICIENT WAY TO EXTEND UNTETHERED ACCESS TO MOBILE LAPTOPS IN THE LIBRARY LAPTOPS ARE TO BE LOADED WITH POPULAR MICROSOFT OFFICE SOFTWARE AND WIFI, PROVIDING WEB ACCESS. SOLE SOURCE

PROCUREMENT SERVICES:	<i>4/12/20</i>	P.O. TOTAL:	89785.00
FLORIDA STATE SALES TAX EXEMPTION CERTIFICATE NO. 85-8012621544C-0  THE CITY OF BOYNTON BEACH IS EXEMPT FROM FEDERAL EXCISE TAXES: WHERE TAX APPLIES INVOICE MUST SHOW GROSS PRICE, AMOUNT OF THE TAX, AND NET PRICE. EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.	IMPORTANT INSTRUCTIONS OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, TICKETS, INVOICES, STATEMENTS, AND CORRESPONDENCE.  MAIL INVOICES TO: FINANCIAL SERVICES DEPARTMENT P.O. BOX 310 BOYNTON BEACH, FL 33425-0310	1) RENDER SEPARATE INVOICE FOR THIS ORDER OR FOR EACH SHIPMENT THEREON IMMEDIATELY FOLLOWING SHIPMENT. 2) PREPAID FREIGHT CHARGEABLE TO THE CITY OF BOYNTON BEACH MUST BE SUPPORTED BY CARRIER'S RECEIPT. 3) INVOICES AND STATEMENTS SUBJECT TO CASH DISCOUNT SPECIFIED HEREON.	

ORIGINAL

## CITY OF BOYNTON BEACH GENERAL TERMS AND CONDITIONS

**Tax Exemption:**

The City is tax exempt, ID# 85-8012621544C-0

**Acceptance of Contract:**

This order is the City's offer to purchase the goods and/or services described on the reverse side from the Vendor. The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this Purchase Order.

**Amendments:**

No agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made a part hereof.

**Compliance with Laws:**

The Vendor certifies that in performing this contract, they will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders.

**Delivery:**

All prices must be F.O.B. destination. Time is of the essence on this contract. If completed deliveries are not made at the time agreed, the City reserves the right to cancel or purchase elsewhere and to hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise the City, in writing of the earliest possible shipping date for acceptance by the City.

**Inspection:**

Goods and Material must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of the delivery, the goods shall be returned at no cost to the City. The City reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

**Laws Governing:**

This contract shall be governed by and construed according to the laws of the State of Florida. Venue for any action related to this Agreement shall be in the Circuit Court for the 18th Judicial Circuit, Palm Beach County, Florida.

**Material Safety Data Sheets:**

Proper Material Safety Data Sheets, in compliance with OSHA's Hazard Communications Standard, must be provided by the Vendor to the City at the time of purchase or delivery.

**Patents and Copyrights:**

If an article sold and delivered to the City hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the City in violation or right under such patent or copyright.

**Payment:**

All invoices shall be addressed to the ordering department, City of Boynton Beach, P.O. Box 310, Boynton Beach, FL 33425-0310 as indicated on the front of this Purchase Order and must include Vendor's name and phone number, and clearly list quantities, item descriptions and units of measure.

**Public Records:**

The City of Boynton Beach is public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

**Public Records (cont.)**

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Vendor shall transfer to the CITY, at no cost to the CITY, all public records in Vendor's possession. All records stored electronically by Vendor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CRYSTAL GIBSON, CITY CLERK  
3301 QUANTUM BLVD., SUITE 101  
BOYNTON BEACH, FLORIDA, 33426  
561-742-6061  
GIBSONC@BBFL.US

**Risk of Loss:**

Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the City. No such loss, injury or destruction shall release Vendor from any obligations hereunder.

**Scrutinized Companies - 287.135 and 215.473:**

Vendor certifies that Vendor is not participating in a boycott of Israel. Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Vendor of the City's determination concerning the false certification. Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Vendor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

**Uniform Commercial Code:**

All applicable portions of the Florida Uniform Commercial Code shall govern this contract with the City

**Warranty:**

The Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, Vendor warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

**Termination:**

Upon thirty (30) calendar days' written notice to Contractor, City may, without cause and without prejudice to any other right or remedy, terminate this Agreement for City's convenience. Where the Agreement is terminated for the convenience of City, the notice of termination to Contractor must state that the Agreement is being terminated for the convenience of the City under this termination clause, the effective date of the termination, and the extent of termination. Contractor shall be paid for the services up to and including the effective date of the termination. This shall mean payment for all completed tasks and payment for uncompleted tasks based upon a percentage of completion of such uncompleted tasks. Contractor shall not be paid on account of loss of anticipated profits or out of or resulting from such termination.



**LAPTOPSANYTIME™**  
Automated Checkout Kiosk

**Java Connections, LLC**  
dba LaptopsAnytime  
17304 Preston Road, Suite 800  
Dallas, TX 75252 US  
(614) 579-3057  
abigail@laptopsanytime.com  
www.laptopsanytime.com

## Quote

### ADDRESS

Craig Clark  
Boynton Beach City Library  
City of Boynton Beach  
115 N Federal Highway  
Boynton, FL 33435

### SHIP TO

Craig Clark  
Boynton Beach City Library  
City of Boynton Beach  
115 N Federal Highway  
Boynton, FL 33435

### QUOTE # 1968

**DATE** 08/26/2019  
**EXPIRATION DATE** 02/28/2020

### SALES REP

JK

ACTIVITY	QTY	RATE	AMOUNT
<b>kiosk - K-06H</b> 6-bay Host Station 30"w x 29"d x 60"h set for compatible devices (to be specified at time of order placement). RFID 4.0 Technology. Includes Web Camera to take photo of every person checking out device. Touchscreen Monitor, Bar Code or Swipe Card Reader (to be specified at time of order placement). Note: devices furnished by customer.	2	13,950.00	27,900.00
<b>Kiosk - 12BC</b> 12-bay Companion Station 30"w x 29"d x 60"h set for compatible devices (to be specified at time of order placement). RFID 4.0 Technology. Note: devices furnished by customer.	2	20,000.00	40,000.00
<b>Annual Hardware Svc Agreement Platinum Plus</b> Annual Hardware Service Agreement. Cost based on total hardware purchase. Platinum - 15%. (Platinum Plus provides Free SMART Bay Upgrades Once Every 3 Years). \$2,092.50/yr. for each 18-Bay System	2	5,092.50	10,185.00
<b>Ann Software Lic Agreement</b> Annual Software Licensing Agreement per Host Station (\$1000 per each Host of 6 or fewer devices plus \$800 for each additional 6 devices). \$2,600/yr. for each 18-Bay System	2	2,600.00	5,200.00
<b>Database Integration</b> ILS Authentication (SIP-2 Protocol) and/or LDAP/Active Directory. One-time cost.	1	3,500.00	3,500.00
<b>On-Site Installation</b> On-Site Assistance with Installation and Training. \$3000.00 for 2-Days.	1	3,000.00	3,000.00
<b>Custom Graphics</b> Custom Kiosk Graphics. Price \$1250 for each station includes front panel and two side panels + Laptop (Lid) Stickers. Price Waived for Platinum Plus.	1	0.00	0.00

Thank you for your business. A 3% service charge is added if paying by credit card.

ACTIVITY	QTY	RATE	AMOUNT
<b>Deep Freeze Software License</b> Faronics Deep Freeze Licenses. Cost up to \$50/license. Waived. Up to 36 licenses	36	0.00	0.00
<b>Crate</b> Custom Wooden Crate (1 per Kiosk). Price: \$600/Crate. Price Waived for Platinum Plus.	4	0.00	0.00
<b>Shipping</b> Prepay and Add Shipping (1 per Crate). Price: \$700/Kiosk. Price Waived for Platinum Plus.	4	0.00	0.00

Payment Terms: Net 30 (after receipt of Kiosk)

TOTAL

**\$89,785.00**

Please coordinate with Matt Buscher to send all devices and chargers to Assembly Plant in Fremont, CA to facilitate in set-up of Kiosk.

Accepted By

Accepted Date

Exhibit 'C'



## City of Boynton Beach Agenda Item Request Form

**Commission Meeting Date:** 3/18/2020

**Requested Action by Commission:** Proposed Resolution No. R20-022 - Authorize the City Manager to Kiosk Agreement and End User License Agreement with Java Connections to purchase LaptopsAnytime Library customer use inside the Library.

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**Explanation of Request:**

The Library will like to order two sets of LaptopsAnytime kiosks that hold 18 devices each for a total of 36 LaptopsAnytime kiosks are designed to be integrated into our Koha ILS (Integrated Library System) and a access to mobile laptops in the Library. Laptops are to be loaded with popular Microsoft Office software ar to the web.

The City believes that LaptopsAnytime is the sole source provider of proprietary all-in-one "automated lapt checkout stations" used by institutions such as Public Libraries. Therefore, in accordance with Florida Stat commodities or contractual services, the City electronically posted a Request for Information (RFI) with a c services sought for at least 7 business days on Demandstar and no responses were received.

**How will this affect city programs or services?** Library Customers are be able to check out one laptop Library building. Laptops will be equipped with Wi-Fi, Microsoft Office, Library electronic databases and wi able to conduct research for academic or entrepreneurial pursuits, find public assistance or leisurely use.

**Fiscal Impact:** Budgeted State Aid Grant funds will be used to purchase the kiosks.

**Alternatives:** Do not purchase.

**Strategic Plan:**

**Strategic Plan Application:**

**Climate Action:** No

**Climate Action Discussion:**

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**Is this a grant?** Yes

**Grant Amount:** \$89,785

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**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> <u>Resolution</u>	Resolution approving Agreement and End L
<input type="checkbox"/> <u>Agreement</u>	Addendum to Kiok agre License
<input type="checkbox"/> <u>Quotes</u>	Quote
<input type="checkbox"/> <u>Attachment</u>	Sole Source Justifical
<input type="checkbox"/> <u>Addendum</u>	LAPTOPANYTIME Sc
<input type="checkbox"/> <u>Attachment</u>	Authorized to do busin
<input type="checkbox"/> <u>Attachment</u>	RFI-Kiosks Designed
<input type="checkbox"/> <u>Attachment</u>	Certificate of Insuranc



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**RESOLUTION NO. R20-022**

**A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A KIOSK AGREEMENT, ADDENDUM TO KIOSK AGREEMENT AND END USER LICENSE AGREEMENT WITH JAVA CONNECTIONS TO PURCHASE LAPTOPSANYTIME KIOSKS THAT WILL HOUSE 36 LAPTOPS FOR LIBRARY CUSTOMER USE INSIDE THE LIBRARY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** LaptopsAnytime kiosks are designed to be integrated into our Koha ILS (Integrated Library System) and a space-efficient way to extend untethered access to mobile laptops in the Library; and

**WHEREAS,** Library Customers are be able to check out one laptop at a time and use anywhere inside the Library building to conduct research for academic or entrepreneurial pursuits, find public assistance or leisurely use; and

**WHEREAS,** Laptops will be equipped with Wi-Fi, Microsoft Office, Library electronic databases and wireless printing. Library Customers will be able to; and

**WHEREAS,** the City Commission of the City of Boynton Beach, upon the recommendation of staff, approves and authorizes the City Manager to sign a Kiosk Agreement, Addendum to Kiosk Agreement and End User License Agreement with Java Connections to purchase LaptopsAnytime Kiosks that will house 36 Laptops for Library Customer Use inside the Library.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:**

**Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

**Section 2.** The City Commission of the City of Boynton Beach hereby approves

31 and authorizes the City Manager to sign a Kiosk Agreement, Addendum to Kiosk Agreement  
32 and End User License Agreement with Java Connections to purchase LaptopsAnytime Kiosks  
33 that will house 36 Laptops for Library Customer Use inside the Library, a copy of which is  
34 attached hereto as Exhibit "A", "B" and "C" respectively.

35 Section 3. That this Resolution shall become effective immediately upon passage.


36 **PASSED AND ADOPTED** this 18<sup>th</sup> day of March, 2020.

37 CITY OF BOYNTON BEACH, FLORIDA

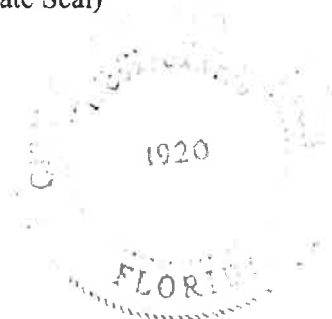
38		YES	NO
39			
40			
41	Mayor – Steven B. Grant	<input checked="" type="checkbox"/>	<input type="checkbox"/>
42			
43	Vice Mayor – Justin Katz	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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45	Commissioner – Mack McCray	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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47	Commissioner – Christina L. Romelus	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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49	Commissioner – Ty Penserga	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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51  
52 VOTE 4-0

53 ATTEST:

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56 Crystal Gibson, MMC  
57 City Clerk  
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63 (Corporate Seal)



August 26, 2019



Craig Clark  
Library Director, Boynton Beach City Library  
115 North Federal Highway  
Boynton Beach, FL 33435

**SOLE SOURCE LETTER**

**Craig and Colleagues:**

This letter serves to notify you, your staff and your colleagues that Java Connections LLC d/b/a LaptopsAnytime based in Dallas, TX (see [www.laptopsanytime.com](http://www.laptopsanytime.com)) is the sole source provider of proprietary all-in-one "automated laptop/tablet/portable 110V power charger self-checkout stations" used by institutions such as Public Libraries, Universities, Community Colleges and their patrons, members and guests for unattended access to laptops/tablets, specifically with computing devices including Dell Latitude e6420/e6430/e6430s/e5440/e6440/e5450/e7450/e5470/e7470/e3350/e3450/e5280/7480/5480/5490/5491/7290/7490/3300/7400/Dell 13" Chromebook (3380 Chromebook), HP 8470p + HP 840 G1/G2/G3/G4/G5/G6/HP 1040/12" Elitebook 820 + 13" HP Chromebook, Lenovo T430/T440P/T440S/T460S/ T470S/T460/T470/T480/T480S/T490/T490S, MacBook Air 11+13 and MacBook Pro 13+15, and all 9.7" iPads including 4<sup>th</sup> Generation iPad, iPad Pro, iPad 2, iPad Air 2, iPad Air and iPad Mini. LaptopsAnytime has been pioneering these automated kiosk services since 2008.

LaptopsAnytime attends industry leading conferences including Educause, the American Library Association, College Research Library Association, California Library Association and Texas Library Association and is active on social media sites. **We can state for the record that no other organization offers our unique self-service hardware or back-end software dispensing or monitoring services.**

Each of our kiosk stations is specially designed to directly dock the above devices into power for recharging of the devices. Not only are we the only company to do this, but our system allows for up to four different devices in the same kiosk so our kiosk can be outfitted with combinations of Dell, Lenovo, HP, Apple, Chromebooks and iPads in the same kiosk. Among other proprietary features, LaptopsAnytime's automated systems:

- Use centralized server management to network all installed systems – Laptop and Tablet Dispensing Kiosk Stations – and provide audit trails of checkout duration, software, user authentication and the capability of charging for usage or late fees. Administrator can use our system to set minimum battery life that needs to be reached in order for device to be readied for checkout;
- Ensure proper inventory management by (a) monitoring and tracking status of mechanical locking mechanisms and devices themselves to notify facility of needed service and (b) authenticating users via major Integrated Library Systems such as SIP-2 (and/or LDAP/AD) to ensure that checkout/rental activity take place by authorized individual;
- Rapidly recharge devices, determine battery life (in real-time), wipe them clean and restore them to pre-set state thereby readying devices for self-service checkout/rental and self-monitor its systems with email notifications sent to administrators per pre-determined protocol.
- Quick Return capability whereby end-user who returns device within pre-set period can indicate to the kiosk what (if anything) is wrong with a device and have that device/bay be blocked until service can be arranged.

**Specific Proprietary LaptopsAnytime Hardware design features:**

- Custom build "secure" bays to accommodate any laptop/netbook/tablet brand, size, and shape, typically in multiples of 6 (so far Host Stations of 6- and 12-bays, and Add-Companions of 12- and 18-bays).

- Space-saving, modular designs that accommodate multiple device types (e.g. Dell, HP, Apple, Lenovo, Acer, Google so far) to be vended using one Host module
- Capability of mix-n-match different devices within same kiosk system
- Customized kiosk graphics and/or color scheme for the enclosures
- Automatic recharging of all devices within the kiosk
- Choice of Magnetic Stripe Reader and/or Bar Code reader for user authentication
- Ability to allow the enclosures to be mobile and easily moved from one location to another
- Systems can be placed in public spaces. All the while, access and security protocols restrict usage to authenticated users.

Specific LaptopsAnytime Software design features:

- Kiosk interface and controller runs in a secure lockdown Linux OS -- Ability to manage kiosks by groups or individually.
- Ability to vend/control multiple device types, allowing the user to choose the device type, e.g. laptop or tablet
- Ability to monitor the battery life of the device and give the administrator(s) the ability to choose the battery minimum at time of checkout/rental
- Ability to authenticate users via custom database, credit card, and/or guest user cards
- Ability to customize user interface on the fly look and text remotely
- Ability to remotely manage kiosk secure login
- Kiosk sends email receipt to users after each session
- Kiosk camera option that takes a picture of each user at time of checkout/rental
- Auto remote monitoring, troubleshooting and basic system diagnostics
- Kiosk emails administrators with trouble codes, e.g. if laptop/tablet fails to eject, kiosk fails to check in, RFID reader fails etc. and kiosk proactively shuts down "troubled" bay or "bad" device until administrator can check on the issue
- Ability to record and email administrators with laptop/tablet issues. Kiosk gives user the ability to notify administrators of laptop issues (broken screen, keyboard etc) for their immediate attention
- Ability to pull reports on kiosk usage that include checkout/rental times, rental length, number of checkout/rentals, and dollar amounts
- Ability to customize retail fees, including ability to charge guest and members different pricing, e.g. free for first two or four hours and then overdue fines start to accrue or hourly charge for non-members etc (very configurable)
- Safe and secure usage sessions using "Clear Boot" Technology (i.e. Deep Freeze for laptop and proprietary programming for tablets)

LaptopsAnytime kiosks are unique in that they save-space, provide necessary accountability and systems integration, and provide a complete solution without compromising security or user-friendliness.

We charge facilities standard pricing for the same kiosk equipment, annual software licenses and service plans based on market rates. Thus, we offer every facility the best possible – fair and reasonable – price, including quantity discounts.

We look forward to the opportunity to work with the Boynton Beach City Library.

Best Regards,



Jonathan Ruttenberg  
 Co-Founder, VP of Operations  
 Toll Free #877.836.3727 / C: 614.579.3053  
 E: jonathan@laptopsanytime.com



**Purchasing Division  
Sole/Single Source Justification Form**

*This form shall be completed and approved prior to all sole source purchases*

**Sole Source Definition** - Commodities or contractual services available only from a sole source may be exempt from the quote or competitive process under the following circumstances:

- a. There is only one source or one reasonable source for the required commodity, service, or construction, or;
- b. The parts or accessories are an integral repair accessory compatible with existing equipment and are the only parts that can be reasonably used, or;
- c. The procurement is needed to ensure consistency in results as related to other products or standardization of parts or supplies as required to avoid unreasonable cost or inefficiency

**Single Source Definition** - A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

Section A – Purchase Details	
<b>Requestor</b>	
Department	Library
Division	Administration
Point of Contact	Craig Clark
Phone Number	6392
<b>Vendor</b>	
Company Name	Java Connections d/b/a Laptops Anytime
Address	17304 Preston Road, Suite 800, Dallas, TX 75252
Phone Number	614-579-3053
Point of Contact and Title	Johnathan Ruttenberg, Co-Founder
What other vendors were contacted? (List company name, contact, and phone number and explain why they were not suitable)	None
<b>Product or Service</b>	
Product/Service Name	Multiple products (quote attached)
Manufacturer	Java Connections d/b/a Laptops Anytime
Make/Model #	Multiple Make/Models (quote attached)
Price	\$89,785
Did you negotiate the terms or prices with the vendor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	



Purchasing Division
Sole/Single Source Justification Form

Why is this price considered to be fair and reasonable? Please see attached article from 2013. The cost for a 12- unit kiosk at that time was \$30,000. This was seven years ago. We are getting two 18 unit kiosks for \$40,000 each, which includes a multi year warranty.

Will this purchase obligate the City to a particular vendor in the future? (Either in terms of maintenance, services, or re-purchase for compatibility reasons) [X] Yes [ ] No

Section B - Justification

This is a sole/single source because (choose any that apply):

- [ ] Sole provider of a licensed or patented good or service
[ ] Single Source provider of items compatible with existing equipment, inventory, systems, programs, or services.
[ ] Single Source provider of goods and services for which the city has established a standard. (new standards require the competitive solicitation process)
[ ] Single Source of factory-authorized warranty service
[X] Sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or reference an attachment).
[ ] The vendor/distributor is the owner of used equipment that would represent a best-value purchase for the City and is advantageous to the City. (Please provide information on current market prices, availability, etc.)

What necessary features does this vendor provide which are not available from other vendors? Please be specific. Self-service laptop lending equipment. I am not aware of any other manufacturers of this type of equipment.

Attach documentation to substantiate this sole source claim including but not limited to: vendor quotes, product manuals, sole source letters, and patents or copyrights.

Section C - Routing, Certification and Approval

My department's recommendation for a sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part nor do I have any personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers that exist.

1. Requestor

Craig Clark Signature Date 2/18/2020

2. Department Director

Signature Date

3. Purchasing/Finance Director

baseu on the information provided in Sections A and B and the attached supporting documents, I recommend [ ] / do not recommend [ ] this being certified as a sole source.

Required [X] / not required [ ] to be advertised for a period of 7 business days before award.

Randy Wood Signature

2/26/20 Date



February 18, 2020

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

JAVA CONNECTIONS, LLC  
7901 4 ST N STE 300  
ST PETERSBURG, FL 33702

Qualification documents for JAVA CONNECTIONS, LLC were filed on February 17, 2020, and assigned document number M20000001877. Please refer to this number whenever corresponding with this office.

Your limited liability company is authorized to transact business in Florida as of the file date.

This document was electronically received and filed under FAX audit number E20000053099.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a \$400 late fee will be added.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Please notify this office if the limited liability company address changes.

Should you have any questions regarding this matter, please contact this office at the address given below.

Tracy L Lemieux  
Regulatory Specialist II  
Registration Section  
Division of Corporations

Letter Number: 720A00003553

***The City of  
Boynton Beach***

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*Finance/Procurement Services  
P.O. Box 310  
Boynton Beach, Florida 33425-0310  
Telephone No: (561) 742-6310  
FAX: (561) 742-6316*

**Request for Information No. 014-2610-20/RW  
For  
Kiosks Designed to be Integrated into Koha ILS (Integrated  
Library System)**

---

FROM: RANDY WOOD, PURCHASING MANAGER

SUBJECT: ADVERTISE SOLICITATION

---

**Advertisement of the following:**

Responses will be received by PROCUREMENT SERVICES, City of Boynton Beach, 3301 Quantum Blvd., Suite 101, Boynton Beach, Florida 33426.

PHONE: 561-742-6322

Email: woodj@bbfl.us

**All Responses are due by: March 10, 2019, NO LATER THAN 10 A.M.**

**REASON FOR SOLICITATION:**

The City of Boynton Beach Library is seeking to add two sets of kiosks that hold 18 devices each for a total of 36 laptops for Adult and Teen Services. kiosks are designed to be integrated into our Koha ILS (Integrated Library System) and a space-efficient way to extend untethered access to mobile laptops in the Library. Laptops are to be loaded with popular Microsoft Office software and Wi-Fi, thereby providing reliable access to the web. Prospective Vendors must provide information regarding their ability to supply the commodity and contractual services described.





A20-022

**ADDENDUM TO KIOSK SUPPORT AGREEMENT**

This ADDENDUM TO KIOSK SUPPORT AGREEMENT ("this Addendum") amends that certain Contract by and between the City of Boynton Beach, FL (hereinafter referred as "City") and Java Connections LLC / LaptopsAnytime a Texas for profit corporation and its affiliates (hereinafter referred to as "LAPTOPSANYTIME").

For purposes of this Addendum, the Agreement shall mean and include this (I) Addendum, (II) The Kiosk Support Agreement and all exhibits attached thereto; (III) End-User License Agreement; (IV) Annual Hardware Services Agreement; (V) Deep Freeze Software License; (VI) The Quote and Sole Source Letter provided by LAPTOPSANYTIME; and (VII) Each Statement of Work or SOW executed by the Parties (hereinafter collectively referred to as "Agreement").

The purpose of this Addendum is to incorporate new content into the Agreement between the City and LAPTOPSANYTIME. To the extent that any of the terms or conditions contained in this Addendum may contradict or conflict with any of the terms or conditions contained in the Agreement, and any other attachments provided to City, as applicable, it is expressly understood and agreed that the terms of this Addendum shall take precedence over all of the foregoing.

Effective as of the effective date of the Agreement, the following sections shall be added to the Agreement:

1. Limitation of Liability. Notwithstanding any provision of the Agreement or this Addendum, City shall not be liable or responsible to LAPTOPSANYTIME beyond the monetary limits and amounts specified in Ch. 768.28, Fla. Stat., as amended, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to LAPTOPSANYTIME for punitive or exemplary damages or for lost profits or consequential damages.
2. Attorneys' Fees. In the event of litigation which arises out of, or pertains to, or relates to the Agreement or this Addendum, or the breach thereof, or the services provided herein, or the standard of performance herein required, the prevailing party shall be entitled to a reasonable attorney's fee. Notwithstanding the foregoing sentence, the maximum attorney's fees which one party can recover from the other will not exceed \$15,000.
3. Compliance with Laws. LAPTOPSANYTIME shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Boynton Beach and of any other public authority, which may be applicable to this Agreement.
4. Disputed Payments. The City shall not be charged any costs, fees, charges, or expenses for payments amounts which have been disputed by the City within thirty (30) day from the date of invoice until such time as a resolution has occurred between the parties for the disputed payments or portions thereof.
5. Public Records. The City of Boynton Beach is public agency subject to Chapter 119, Florida Statutes, notwithstanding any agreement to maintain Confidential Information. LAPTOPSANYTIME shall comply with Florida's Public Records Law. Specifically, LAPTOPSANYTIME shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law.

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, LAPTOPSANYTIME shall destroy all copies of such confidential and exempt records remaining in its possession after LAPTOPSANYTIME transfers the records in its possession to the City; and

Upon completion of the contract, LAPTOPSANYTIME shall transfer to the City, at no cost to the City, all public records in LAPTOPSANYTIME's possession. All records stored electronically by LAPTOPSANYTIME must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of LAPTOPSANYTIME to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF LAPTOPSANYTIME HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LAPTOPSANYTIME'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CRYSTAL GIBSON, CITY CLERK  
3301 QUANTUM BLVD., SUITE 101  
BOYNTON BEACH, FLORIDA, 33426  
561-742-6061  
GIBSONC@BBFL.US**

- 6. Records and Audit.** City reserves the right to audit the records of LAPTOPSANYTIME relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after termination of the Agreement. If required by City, LAPTOPSANYTIME shall agree to submit to an audit by an independent certified public and review the records of LAPTOPSANYTIME at any and all times during normal business hours during the term of this Agreement.

LAPTOPSANYTIME shall preserve and make available for inspection by City personnel, or by personnel duly authorized by City, computer data and other records related to the services provided under this Agreement. The records will be made available during normal business hours upon twenty-four (24) hours notice by the City

## 7. Scrutinized Companies

LAPTOPSANYTIME agrees to:

- a. Comply with Section 287.135, Florida Statutes, which prohibits agencies from contracting with companies for goods or services of any amount that are on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel; or One million dollars or more if, at the time of bidding, LAPTOPSANYTIME is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has business operations in Syria. The boycott Israel list is created pursuant to 215.4725, Florida Statutes and the Sudan and Iran lists are created pursuant to section 215.473, Florida Statutes.
- b. As the person authorized to sign on behalf of LAPTOPSANYTIME, I hereby certify that LAPTOPSANYTIME is not participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Syria. I understand and agree that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Syria will be cause for the City to terminate this Agreement at the option of the City. In addition, LAPTOPSANYTIME may be subject to civil penalties, attorney's fees, and/or costs.

8. Choice of Law. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County without regard to its conflicts of law. The parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Palm Beach or the Federal District Court with subject matter jurisdiction and encompassing the County of Palm Beach, Florida. Each party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum.

9. Conflict of Interest. LAPTOPSANYTIME covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this agreement has any personal financial interests, direct or indirect, with city. LAPTOPSANYTIME further covenants that, in the performance of this agreement, no person having such conflicting interest shall be employed, any such interests, on the part of LAPTOPSANYTIME or its employees, must be disclosed in writing to City. LAPTOPSANYTIME is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes (2019), as amended, agrees that it will fully comply in all respects with terms of said laws. LAPTOPSANYTIME warrants that it has not employed or retained any person employed by City to solicit or secure this agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by city any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

**10. Ethics Disclosure.** LAPTOSANYTIME warrants that no elected official, officer, agent or employee of the City has financial interest directly or indirectly in this contract or the compensation to be paid under it, and further, that no city employee who acts in the City of Boynton Beach as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Boynton Beach, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer director, or proprietor of LAPTOSANYTIME, and further, that no such city employee purchasing agent, city elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in LAPTOSANYTIME. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of LAPTOSANYTIME.

**11. Indemnity.**

LAPTOSANYTIME shall indemnify and hold harmless City, and its elected and appointed officers, the officers, directors, employees, agents and other consultants of each of them, from and against any and all claims, fines, fees, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of LAPTOSANYTIME and other persons employed or utilized by LAPTOSANYTIME in the performance of this Agreement.

LAPTOSANYTIME agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

This indemnity includes but is not limited to claims attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including the Work itself, and including the loss of use resulting therefrom.

Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by LAPTOSANYTIME from the City that such amount is due, be made by LAPTOSANYTIME prior to the City being required to pay same, or in the alternative, the City, at the City's option, may make payment of an amount so due and LAPTOSANYTIME shall promptly reimburse the City for same, together with interest thereon at the statutory rate from the date of receipt by LAPTOSANYTIME of written notice from the City that such payment is due. LAPTOSANYTIME agrees, at LAPTOSANYTIME's expense, after written notice from the City, to defend any action against the City that falls within the scope of this indemnity, or the City, at the City's option, may elect not to accept such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by LAPTOSANYTIME. Additionally, if LAPTOSANYTIME, after receipt of written notices from the City, fails to make any payment due hereunder to the City, LAPTOSANYTIME shall pay any reasonable attorney's fees or costs incurred by the City in securing any such payment from LAPTOSANYTIME.

Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor.

- 12. Termination for Non-Appropriation of Funds.** Notwithstanding any other provision of this Agreement, the City shall not be obligated for LAPTOPSANYTIME's performance hereunder or by any provision of this Agreement during any of the City's future fiscal years unless and until the City Council appropriates funds for this Agreement in the City's Budget, or any amendment thereto, for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The City shall notify the LAPTOPSANYTIME in writing of any such non-allocation of funds at the earliest possible date.
- 13. Nondiscrimination and Equal Opportunity Employment.** During the performance of this agreement, LAPTOPSANYTIME shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.
- 14. Disciplinary Action.** LAPTOPSANYTIME agrees to immediately notify the City of any disciplinary action imposed against LAPTOPSANYTIME or any of its employees by any regulatory agency with the charge of regulating LAPTOPSANYTIME.
- 15. Convicted Vendor List.** LAPTOPSANYTIME represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. LAPTOPSANYTIME acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a LAPTOPSANYTIME, supplier, subcontractor or LAPTOPSANYTIME under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of THIRTY-SIX (36) months from the date of being placed on the convicted vendor list.
- 16. Non-exclusivity.** The services provided pursuant to the Agreement shall be non-exclusive.
- 17. Consideration Adequate.** The parties acknowledge that there is adequate consideration to enforce each and every provision of the Agreement.
- 18. Modification.** Except as specifically amended or modified herein, the terms and provisions of the Agreement remain unchanged. No future amendment, modification to the Agreement shall affect the terms and conditions contained in this Addendum without specific reference to this Addendum and approved by both parties, in writing.
- 19. Tax Exempt.** LAPTOPSANYTIME and City agree that City is a tax exempt entity and not subject to the payment of taxes under the Agreement.

IN WITNESS WHEREOF, the parties have herunto set their hands and seals effective as of the effective date of the Agreement.

CITY OF BOYNTON BEACH

JAVA CONNECTIONS, LLC,  
D/B/A LAPTOPSANYTIME

By: [Signature]

By: [Signature]

Print Name: LORI LAVERRIERE

Print Name: Jonathan Wittenberg

Title: CITY MANAGER

Title: VP

Date: 3/27/2020

Date: 1.23.2020

APPROVED AS TO FORM

[Signature]  
City Attorney

3/27/2020

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# Kiosk Support Agreement

This Kiosk Support Agreement (this "Agreement") is a legal contract between you (the party identified on the last page of this Agreement who has signed this Agreement, referred to herein as "you" or "your"), as either an individual or a single business or government entity, and Java Connections LLC / LaptopsAnytime and its affiliates ("LaptopsAnytime", "we", or "our").

## 1. SCOPE OF WORK & FEES FOR SERVICES

1.1 **Initial Setup.** With respect to any kiosks ordered by you and covered by an End User License Agreement between you and LaptopsAnytime ("Kiosks"), LaptopsAnytime will set up the Kiosks at your designated locations. The initial setup will be accomplished by one of our trained specialists and will include assistance with unpacking the Kiosk(s), laptop/device integration, networking setup, and on-site training for your support staff and administrators.

1.2 **Fees for Initial Setup.** You agree to pay LaptopsAnytime for charges related to its initial Setup. Said charges are based on geographical area, current travel rates, and number of devices, Kiosks, and locations, and will be invoiced to you [when] and are based on LaptopsAnytime's rates at the time of Initial Setup. You agree to pay the Initial Setup charges within \_\_\_ days of \_\_\_\_\_.

1.3 **Service Plan.** LaptopsAnytime currently offers three different Service Packages, each of which is described on Exhibit A hereto. LaptopsAnytime will provide maintenance service and support to the Kiosks in accordance with the particular Service Plan you choose. To elect a particular Service Plan, complete, sign, and return to LaptopsAnytime a copy of Exhibit A.

1.4 **Annual Fee for Service Plan.** Following your selection of a Service Package, LaptopsAnytime will invoice you for the applicable annual fee. The annual fee is a non-refundable payment for twelve (12) months of service ("Service Package Period"); payment of the entire annual fee is due within thirty (30) days of your receipt of the invoice.

### 1.5 Service Plan Particulars.

A. In all events and under all Service Plans, replacement parts that are provided to you pursuant to this Agreement are provided on an exchange basis, and the parts that were replaced become the property of LaptopsAnytime.

B. For Customers pre-November 1, 2019, the default rate for SmartBay upgrades is \$1,000 per bay. You benefit from the reduced rate for SmartBay upgrades under the Gold Plan or Platinum Plus Plan only if you have selected and paid for three (3) consecutive years of the particular plan (e.g., only after you have selected and paid for 3 years of the Gold Plan are you entitled to the Gold Plan price of \$700 per bay for SmartBay upgrades). Starting on November 1, 2019, revised Service Plans include a 3-year, 4-year and 5-year refresh programs. In all cases, you have to be on the same plan for either 3, 4 or 5 years to get the benefit of the refresh. It is possible to upgrade from one plan type to another by paying the differential going backwards and the new amount going forward.

C. On-site support is available on regular business days (Monday to Friday and excluding federal holidays) from 7:00 a.m. to 7:00 p.m. PST.

## 2. YOUR RESPONSIBILITIES

You agree to:



- 2.1 Use Kiosks in accordance with LaptopsAnytime's specifications.
- 2.2 Correct any discrepancy(s) in use that is not compliant with LaptopsAnytime's specifications.
- 2.3 Provide electrical work external to the Kiosks.
- 2.4 Provide a hazard-free environment for the Kiosks. Damage due to hazardous environmental conditions are not the responsibility of LaptopsAnytime. Hazardous environmental conditions include, but are not limited to, corrosive atmospheres, electrical spikes or noise, or severe ambient temperature changes.
- 2.5 Be responsible for certain routine maintenance tasks such as external cleaning of the Kiosks, performing operational checks, and replacing parts as recommended by LaptopsAnytime.
- 2.6 Refrain from altering, modifying, or changing any Kiosks, and from reverse engineering the Kiosk.
- 2.7 Allow LaptopsAnytime full and free access to the Kiosks for purposes of corrective and/or preventive maintenance.
- 2.8 Provide safe access to Kiosks for service and maintenance.
- 2.9 Abide by the terms of the End User License Agreement.

3. **TERM OF AGREEMENT.** The term of this Agreement begins after the installation of the Kiosk(s) by LaptopsAnytime and shall remain effective until termination of the End-User License Agreement between you and LaptopsAnytime. Notwithstanding the foregoing, you may terminate this Agreement at any time; however, there is no refund of any portion of the annual fee paid in the event of a termination of this Agreement prior to the expiration of any Service Package Period. Unless you notify us otherwise, at or around the time that your Service Package Period is set to expire, LaptopsAnytime will invoice you the annual fee for the next twelve (12) month period of time based on your existing Service Package.

4. **LIMITATION OF LIABILITY.** In no event shall LaptopsAnytime be liable for any warranties that are not specifically set forth in this Agreement. Specifically, you agree that LaptopsAnytime is not liable for any warranties implied by law or otherwise, including any warranty of merchantability or fitness for a particular purpose. In no event shall LaptopsAnytime be liable to you or any party related to you for any indirect, incidental, consequential, special, exemplary, or punitive damages or lost profits (even if resulting from the negligence or gross negligence of LaptopsAnytime), regardless of the notice of the possibility of such damages.

#### 5. **GENERAL TERMS**

5.1 **Governing Law and Choice of Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Texas, without regard to the conflicts of law rules thereof. Any claim or dispute arising in connection with this Agreement shall be resolved in the federal or state courts situated within Dallas County Texas to the maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of such courts.

5.2 **Severability.** If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity of enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

**5.4 Headings.** The headings contained in this Agreement are incorporated for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**5.5 No Waiver.** The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

**5.6 Amendment.** We reserve the right, in its sole discretion, to amend the terms of the Service Levels and/or to other terms of this Agreement following the expiration of one year from the date of the start of a particular Service Level, provided we provide you at least thirty (30) days advanced notice of the proposed changes. If you do not accept amendments made to the Service Levels or any other terms of this Agreement, then this Agreement will be immediately terminated, along with the End User License Agreement.

**5.7 Force Majeure.** Neither party shall be liable for any delay in performance of its obligations under this Agreement to the extent such delay in performance of its obligations is caused by involuntary plant shutdown, acts of God, fires, floods, earthquake, wars, riots, terrorism, sabotage, labour disputes or shortages, government actions, the inability to obtain materials or transportation, or any other circumstances beyond the reasonable control of the affected party (each, a "Force majeure Event"). In the event of a Force Majeure Event, the non-performing party will be excused from further performance during the period that the Force Majeure Event prevails and shall resume performance at such time as the impairment caused by such circumstances ends or would have ended had the affected party taken reasonable steps to remedy the Force Majeure Event.

**5.8 Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given and received (i) when personally delivered with a receipt obtained, (ii) on the date noted as the date received, refused or uncollected if sent by certified or registered mail, return receipt requested, postage prepaid or (iii) the earlier of receipt or two (2) business days after deposit with a nationally overnight delivery service (e.g., Federal Express), at the addresses set forth below each Party's name on the signature page, or to such other address that a party provides to the other party pursuant to the provisions of this paragraph.

**5.9 Counterparts and Facsimiles.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, this Agreement may be executed by facsimile signatures and such signatures shall be deemed an original.

**5.10 Entire Agreement.** The parties agree: (i) that this Agreement contains the entire agreement between the parties with respect to the maintenance and support of the Kiosks and supersedes any and all prior oral or written agreements, arrangements, or understandings between the parties relating to the subject matter of this Agreement; (ii) that no oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist, and no evidence of prior, contemporaneous, or future oral agreements may be used to contradict the terms of this Agreement; and (iii) that any reliance on oral agreements or statements in entering into this Agreement will be unjustifiable and unreasonable.

IN WITNESS WHEREOF, the parties identified below have executed this Agreement as of \_\_\_\_\_, 2020 (the "Effective Date").

Java Connections, LLC  
d/b/a LeptopsAnytime

[Client's Legal Name]  
\_\_\_\_\_

By: Jonathan Kuttnerberg  
Printed Name: JONATHAN KUTTNERBERG  
Title: VP  
17304 Preston Road, Suite 800  
Dallas, TX 75252

By: John LaBacca  
Printed Name: JOHN LABACCA  
Title: CITY MANAGER  
Address: P.O. Box 312, Boynton Beach, FL 33425

**EXHIBIT A: SERVICE PLANS**

**APPROVED AS TO FORM**

**\*\*CHOOSE ONE, INSERT START DATE, AND SIGN TO THE RIGHT WHERE INDICATED\*\***

John LaBacca  
City Attorney

Client hereby elects the Platinum Plus Plan (3 Year Refresh Program) to start on \_\_\_\_\_ Agreed to by \_\_\_\_\_

the Platinum Plan (4 Year Refresh Program) to start on \_\_\_\_\_ Agreed to by: \_\_\_\_\_

\_\_\_\_\_ Agreed to by: \_\_\_\_\_ the Gold Plan (5 Year Refresh Program) to start on \_\_\_\_\_

by: \_\_\_\_\_ the Silver Plan "Smart Door/Drawer Only" to start on \_\_\_\_\_ Agreed to

**Platinum Plus Plan (3 Year Refresh Program): Annual Fee = 15% of the Total Kiosks Cost**  
This package is the most comprehensive plan, which includes additional services at no cost, and the lowest costs for services

**Platinum Plan (4 Year Refresh Program): Annual Fee = 12% of the Total Kiosks Cost**  
This package offers maximum value, offering the same benefits of our Gold coverage with additional discounts.

**Gold Plan (5 Year Refresh Program): Annual Fee = 9% of the Total Kiosks Cost**  
This package is the most economical plan with reduced costs for services:  
o The ability to remotely

**Silver Plan "SmartDoor/Drawer Only": Annual Fee = 6% of the Total Kiosks Cost**  
Our most affordable plan, the Silver Plan includes:  
o The ability to remotely

Please Note: It is mandatory to complete the duration of a Service Plan cycle (i.e. 3-, 4- or 5-years) before qualifying for the benefits of a Free upgrade from one Plan Level to time by paying the differential between for previous plan years and then paying those on previous Plan Levels prior to

Kiosk Refresh. If you decide to another, this can be done at any your current plan and the new plan the higher rate going forward. For

11.1.19, you have the option to upgrade. Contact us at 877.836.3727 for more information.

**End-User License Agreement**  
**Annual Software & Hardware License Agreement**

This End-User License Agreement (this "*Agreement*") is a legal contract between you (the party identified on the last page of this Agreement and who has signed this Agreement, referred to herein as "*you*" or "*your*"), as either an individual or a single business or government entity, and Java Connections LLC / LaptopsAnytime and its affiliates ("*JAVA CONNECTIONS, LLC*").

**READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING JAVA CONNECTIONS LLC'S PROPRIETARY SOFTWARE (the "*SOFTWARE*") OR OBTAINING A LICENSE TO THE SOFTWARE OR USING THE SOFTWARE.**

**THE SOFTWARE IS COPYRIGHTED AND IT IS LICENSED TO YOU UNDER THIS AGREEMENT, NOT SOLD TO YOU. BY DOWNLOADING THE SOFTWARE OR OBTAINING A LAPTOPSANYTIME KIOSK TO THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY ITS TERMS. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU SHOULD REFRAIN FROM ACCESSING OR USING THE SOFTWARE. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN YOU AND JAVA CONNECTIONS LLC CONCERNING THE SOFTWARE, AND THIS AGREEMENT SUPERSEDES AND REPLACES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING YOU MAY HAVE HAD WITH JAVA CONNECTIONS LLC RELATING TO THE SOFTWARE. THE TERMS OF THIS AGREEMENT, THE QUOTATION(S) AND ANY EXHIBITS THERETO SUPERSEDE ANY AND ALL CLICKWRAP OR CLICK-THROUGH AGREEMENTS REQUIRED OF ANY END USER TO ACCESS AND USE THE SOFTWARE AND KIOSK.**

**1. License**

- **1.1. Grant of License.** Java Connections LLC hereby grants to you, and you accept, a limited, nonexclusive license to use the Kiosk Software in machine-readable, object code form only, and the user manuals accompanying the Software (the "*Documentation*"), only as authorized in this Agreement. For purposes of this Agreement, the "*Software*" includes any updates, enhancements, modifications, revisions, or additions to the Software made by Java Connections LLC and made available to end-users through Java Connections LLC's web site. Java Connections LLC shall provide you any and all updates, enhancements, modifications, revisions, or additions to the Software that it releases to other customers, at no additional cost; any updates, enhancements, modifications, revisions or additions that Java Connections LLC elects to provide will not, however, be provided to you if you fail to pay the applicable license fee.
- **1.2. Scope of Use.** You may use one (1) copy of the Software activated by a LaptopsAnytime Kiosk Host on a single server (virtual or physical) owned, leased, or otherwise controlled by you. If you have multiple kiosks and towers connected together, you may make and use as

many copies of the Software as permitted in the purchase order. For purposes of this Agreement, "use" of the software means loading the Software into the temporary or permanent memory of a computer controlling the rental of devices. Installation of the Software on a network server solely for controlling the rental or check out of computers is "use" of the Software, and is permitted, as long as you have a license for each server (virtual or physical) to which the Software is distributed. The Software may not be used on, or distributed to, a greater number of kiosk towers than you have licensed. If you exceed the number of licenses you have obtained you will be in breach of this Agreement.

- **1.3. Copies and Modifications.** You may not reverse engineer, decompile, disassemble, or otherwise translate the Software or kiosk hardware material, components, or any kiosk hardware or software you have obtained. You may not modify or adapt the Software or any kiosk hardware that you have obtained in any way. You may not copy the Software, the Documentation, and any kiosk software or hardware that you have obtained, for backup or archival purposes. Except as authorized in this Section, no copies of the Software, Documentation, or kiosk hardware, or any portions thereof, may be made by you or any person under your authority or control.
- **1.4. Assignment of Rights.** You will not sublicense, assign, redistribute, encumber, lease, rent, lend, or otherwise transfer your rights and obligations in the Software, Documentation, or kiosk hardware, as granted by this Agreement, to any party without prior written consent of Java Connections LLC. Notwithstanding anything to the contrary in the preceding sentence, you may assign this Agreement to the purchaser of all or substantially all of your assets or to any successor by merger, consolidation, or similar corporate action ("Assignee") provided, however, the Assignee agrees in writing to this Agreement.

## **2. Intellectual Property and Confidentiality and Privacy**

- **2.1. Use Reporting, License Violations and Remedies.** Java Connections LLC reserves the right to gather only the following data on Kiosk usage: the number of device rentals, server IP addresses, and domain counts necessary to ensure that our products are being used in accordance with the terms of this End-User License Agreement. Notwithstanding the foregoing, Java Connections LLC shall not have access to confidential patron information. Java Connections LLC expressly prohibits simultaneous, multiple installations of our Software and domain count overrides without prior written approval by Java Connections LLC. Any unauthorized use shall be considered by Java Connections LLC to be a violation of this End-User License Agreement. Java Connections LLC reserves the right to remedy violations immediately upon discovery, by charging the then current list price of unauthorized keys to the credit card used to make the original, authorized purchase, or by any other means necessary. You agree not to block, electronically or otherwise, the outgoing transmission of data to an agreed upon IP address or addresses required for compliance with this Agreement. Any blocking of data required for compliance under this Agreement is considered to be violation of this Agreement and will result in immediate termination of this Agreement pursuant to Section 4.

- **2.2. License Automatic Update and Expiration.** Your kiosk software may include an expiration date that can result in the termination of the license. For continued annual license renewal, the license updates automatically except if Java Connections LLC determines that a license is used in violation of the terms of this Agreement or the annual fee is not paid. If your kiosk is stolen, or if you suspect any improper or illegal usage of your software outside of your control you should promptly notify Java Connections LLC of such occurrence. A replacement software download will be issued to you and the suspect software will be overwritten. For lease licenses, your monthly or annual payment for each kiosk and tower must be processed prior to the expiration date in order for software to be valid. For your convenience Java Connections LLC provides license expiration warnings in the product interface should there be any issues that would cause the product license to eventually expire. It is your responsibility to contact Java Connections LLC regarding any potential expiration that you deem inappropriate. Java Connections LLC shall not be liable for any damages or costs incurred in connection with the expired licenses or licenses in which the annual fee has not been paid.
  
- **2.3. Proprietary Rights to Software and Trademarks.** You acknowledge that the Software and the Documentation are proprietary to Java Connections LLC, and the Software and Documentation are protected under United States copyright law and international treaties. You further acknowledge and agree that, as between you and Java Connections LLC, Java Connections LLC owns and shall continue to own all right, title, and interest in and to the Software and Documentation, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. This Agreement does not grant you any ownership interest in or to the Software or the Documentation, but only a limited right of use that is revocable in accordance with the terms of this Agreement. Any and all trademarks or service marks that Java Connections LLC uses in connection with the Software or with services rendered by Java Connections LLC are marks owned by Java Connections LLC. This Agreement does not grant you any right, license, or interest in such marks, and you shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.
  
- **2.4. Confidentiality.** You shall permit only authorized users, who possess rightfully, obtained passwords, to use the Software or to view the Documentation. Except as expressly authorized by this Agreement, you shall not make available the Software, Documentation, or any passwords to any third party. You will use reasonable efforts to cooperate with and assist Java Connections LLC in identifying and preventing any unauthorized use, copying, or disclosure of the Software, Documentation, or any portion thereof.
  
- **2.5 Privacy/Compliance with Laws.** Java Connections LLC will use appropriate administrative, technical, and physical security measures to safeguard the data provided by you and your users against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, access, use or processing. Java Connections LLC will not rent or sell personally identifiable data to third parties. Java Connections LLC will comply with all applicable laws, including privacy or data security laws, including but not limited to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA"), in connection with performing the services under this Agreement. To the extent Java Connections LLC has

access to Education Records as that term is defined in FERPA, Java Connections LLC is deemed a "school official" as that term is defined in FERPA.

**3. License Fees**

The Software will be available to you for use upon receipt of annual or monthly payments to Java Connections LLC. Upon acceptance of this Agreement, you may obtain one or more kiosks by paying the requisite license fees and hardware cost, using the procedure set forth on Java Connections LLC web site and or written documentation. The license fees paid by you are paid in consideration of the license granted under this Agreement.



#### **4. Term and Termination**

This Agreement is effective upon your acceptance of the Agreement, or upon your downloading, accessing, and using the Software, even if you have not expressly accepted this Agreement. This Agreement shall continue in effect until terminated in accordance with this paragraph. Without prejudice to any other rights, this Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. If you are leasing the Software, and fail to pay the applicable license fees, Java Connections LLC shall have the right to shut down your server. You may terminate this License Agreement at any time by: (i) providing written notice of your decision to terminate the Agreement to Java Connections LLC and (ii) either returning the Software, Documentation, all copies thereof, and all license keys that you have obtained to Java Connections LLC or destroying all such materials and providing written verification of such destruction to Java Connections LLC. Java Connections LLC may terminate this License Agreement if you breach any term of the Agreement by giving you written notice of your breach, a reasonable opportunity to cure the breach (not to exceed thirty (30) days), and in the event of your failure to cure the breach, Java Connections LLC decision to terminate the Agreement; provided, however that Java Connections LLC may automatically terminate the Agreement as specified herein. Upon termination of the Agreement by Java Connections LLC, you agree to either return to Java Connections LLC the Software, Documentation, all copies thereof, and all license keys that you have obtained, or to destroy all such materials and provide written verification of such destruction to Java Connections LLC.

#### **5. Indemnification**

Each party (Indemnifying Party) agrees to indemnify, defend, and hold harmless the other party (Indemnified Party) and its affiliates and their respective officers, employees, directors, agents, licensees (excluding the Indemnifying Party), sublicensees (excluding the Indemnifying Party), successors, and assigns from and against any and all liability, costs, losses, damages, and expenses (including reasonable attorneys' fees and expenses) arising out of any claim, suit, or cause of action relating to and/or arising from (a) Indemnifying Party's breach of any term of this Agreement; (b) Indemnifying Party's violation of any rights of any third party. The indemnification obligations set forth in the immediately preceding sentence shall survive the termination of this Agreement.

#### **6. Disclaimer**

THE SOFTWARE AND DOCUMENTATION ARE LICENSED "AS IS," AND JAVA CONNECTIONS LLC DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT AUTHORIZED BY LAW. WITHOUT LIMITATION OF THE FOREGOING, JAVA CONNECTIONS LLC EXPRESSLY WARRANTS THAT THE SOFTWARE WILL OPERATE IN ACCORDANCE WITH THE REPRESENTATIONS MADE IN DOCUMENTATION PROVIDED TO THE CUSTOMER, BUT DOES NOT WARRANT THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR

**ERROR FREE. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE RESULTS OBTAINED FROM YOUR USE OF THE SOFTWARE. JAVA CONNECTIONS SHALL NOT BE RESPONSIBLE FOR THE OPERATION OF SOFTWARE WHICH HAS BEEN MODIFIED OR RECONFIGURED BY YOU.**

#### **7. Limitation of Liability**

**IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY PARTY RELATED TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

#### **8. General Terms**

- **8.1. Severability.** If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.
- **8.2. Survival.** Articles 2, 6, 7, and 8 of this Agreement and all Sections thereof, shall survive the termination of this Agreement, regardless of the cause for termination, and shall remain valid and binding indefinitely.
- **8.3. Headings.** The Article and Section headings contained in this Agreement are incorporated for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- **8.4. No Waiver.** The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- **8.5. Amendment.** Java Connections LLC reserves the right, in its sole discretion, to amend this Agreement from time to time upon at least thirty (30) days advanced written notice to your duly authorized signatory noted below. Notice shall also be sent to the individuals named on the Purchase Quotations. If there is a conflict between this Agreement and the most current version of this Agreement posted on the kiosk management software and must be acknowledged prior to each remote manage session and the most current version will prevail. Notwithstanding anything to the contrary herein and in an avoidance of doubt, no material amendment of this Agreement will be effective against you unless you have received at least thirty (30) days advanced written notice to your duly authorized signatory noted below. If you do not accept amendments made to this agreement, then this license will be immediately terminated pursuant to Section 4.

- **8.6. Taxes.** You are a tax- exempt entity and shall not pay any applicable sales, use, transfer, or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of the transaction contemplated under this Agreement, excluding income taxes on the net profits of Java Connections LLC. You shall provide a tax-exempt certificate to Java Connections LLC upon request.
- **8.7 Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given and received (i) when personally delivered with a receipt obtained, (ii) on the date noted as the date received, refused or uncollected if sent by certified or registered mail, return receipt requested, postage prepaid or (iii) the earlier of receipt or two (2) business days after deposit with a nationally overnight delivery service (e.g., Federal Express), at the addresses set forth below each Party's name on the signature page, or to such other address that a party provides to the other party pursuant to the provisions of this paragraph.
- **8.8 Counterparts and Facsimiles.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, this Agreement may be executed by facsimile signatures and such signatures shall be deemed an original.
- **8.9 Entire Agreement.** The parties agree: (i) that this Agreement contains the entire agreement between the parties with respect to the settlement of the claims and the transactions described herein and supersedes any and all prior oral or written agreements, arrangements, or understandings between the parties relating to the subject matter of this Agreement; (ii) that no oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist, and no evidence of prior, contemporaneous, or future oral agreements may be used to contradict the terms of this Agreement; and (iii) that any reliance on oral agreements or statements in entering into this Agreement will be unjustifiable and unreasonable.

## **9. United States Government Restricted Rights**

The Software, kiosk hardware, and Documentation are provided with Restricted Rights. Use, duplication, or disclosure by the government is subject to restrictions as set forth in subparagraph (c)(f)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights at 48 C.F.R. S:52.227-19, as applicable.

Any of JAVA CONNECTIONS LLC KIOSK SOFTWARE, JAVA CONNECTIONS LLC KIOSK HARDWARE, JAVA CONNECTIONS LLC BUSINESS AUTOMATION KIOSKS, JAVA CONNECTIONS LLC, JAVA CONNECTIONS LLC SYSTEM AUTOMATION, and any other Java Connections LLC software products as may be offered by Java Connections LLC from time to time on [www.LAPTOPSANYTIME.com](http://www.LAPTOPSANYTIME.com) OR [www.LAPTOPSANYTIME.net](http://www.LAPTOPSANYTIME.net).

IN WITNESS WHEREOF, the parties identified below have executed this Agreement as of \_\_\_\_\_, 2020 (the "Effective Date").

Java Connections, LLC  
d/b/a LaptopsAnytime

[Client's Legal Name]

CITY OF BOYNTON BEACH

By: Jonathan Rosenberg

Printed Name: JONATHAN ROSENBERG

Title: VP

17304 Preston Road, Suite 800  
Dallas, TX 75252

By: Lori Laverriere

Printed Name: LORI LAVERRIERE

Title: CITY MANAGER

Address: P.O. Box 310  
BOYNTON BEACH, FL 33425

APPROVED AS TO FORM

[Signature]  
City Attorney

# **The City of Boynton Beach**

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*Finance/Procurement Services  
P.O. Box 310  
Boynton Beach, Florida 33425-0310  
Telephone No: (561) 742-6310  
FAX: (561) 742-6316*

## **Request for Information No. 014-2610-20/RW For Kiosks Designed to be Integrated into Koha ILS (Integrated Library System)**

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FROM: RANDY WOOD, PURCHASING MANAGER

SUBJECT: ADVERTISE SOLICITATION

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### **Advertisement of the following:**

Responses will be received by PROCUREMENT SERVICES, City of Boynton Beach, 3301 Quantum Blvd., Suite 101, Boynton Beach, Florida 33426.  
PHONE: 561-742-6322  
Email: woodj@bbfl.us

**All Responses are due by: March 10, 2019, NO LATER THAN 10 A.M.**

### **REASON FOR SOLICITATION:**

The City of Boynton Beach Library is seeking to add two sets of kiosks that hold 18 devices each for a total of 36 laptops for Adult and Teen Services. kiosks are designed to be integrated into our Koha ILS (Integrated Library System) and a space-efficient way to extend untethered access to mobile laptops in the Library. Laptops are to be loaded with popular Microsoft Office software and Wi-Fi, thereby providing reliable access to the web. Prospective Vendors must provide information regarding their ability to supply the commodity and contractual services described.