

CITY OF HOBOKEN
Department of Administration
Office of Corporation Counsel

RAVINDER S. BHALLA
Mayor



BRIAN J. ALOIA, ESQ.
Corporation Counsel

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Assistant Corporation Counsel

ANDREW CIMILUCA, ESQ.
Assistant Corporation Counsel

February 29, 2024

Via Regular Mail

GovOS
8310 N. Capital of Texas Highway
Austin, TX 78731

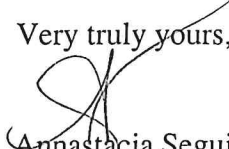
Re: Contract Execution – Website Hosting and Management Services

To Whom It May Concern:

Enclosed for your file, please find a copy of the fully executed agreement for the above referenced matter.

If you have any questions, please contact the Office of Corporation Counsel at 201-420-2000 ext. 1203.

Very truly yours,


Anastacia Seguinot
Legal Secretary

City Hall
94 Washington Street, Hoboken, NJ 07030
Tel: (201) 420-2000 Ext. 1200 Fax: (201) 792-1858

SERVICES AGREEMENT

This Agreement is by and between the City of Hoboken ("the City"), a Municipal Corporation in the State of New Jersey with an office located at 94 Washington Street, Hoboken, New Jersey and GovOS, Inc. ("GovOS") with its principal place of business located at 8310 N. Capital of Texas Hwy., Austin, TX 78731.

WHEREAS, a contract was awarded to GovOS, Inc. by way of Resolution No. 24-24 dated January 4, 2023, for website hosting and management services, in the amount of One Hundred Thousand Six Hundred Ninety-Five Dollars and Thirty-Three Cents (\$100,695.33), for a term from January 5, 2024-January 5, 2025.

NOW, THEREFORE, in consideration of the mutual covenants and promises therein contained, the parties heretofore agree as follows:

1. Contract Documents. The following documents are hereby incorporated by reference into this Agreement:
 - a) City Council Resolution No. 24-24 dated January 3, 2024;
 - b) GovOS's proposal dated December 22, 2023; and,
 - c) Affirmative Action Compliance Forms.
2. Scope of Work. GovOS agrees to provide the City with web development services in accordance with (1)(a) through (1)(c) above, with a term to expire on January 5, 2025, in the not to exceed amount of One Hundred Thousand Six Hundred Ninety-Five Dollars and Thirty-Three Cents (\$100,695.33).
3. Conflicts. GovOS agrees to strictly comply with all the terms and conditions set forth in: (1) this Agreement; (2) Resolution No. 24-24 dated January 3, 2024; and, (3) GovOS's proposal dated December 22, 2023; in that order, with the terms thereof being subject to the item listed beforehand and being repealed if inconsistent with the item listed beforehand.
4. Contract Sum. In consideration of GovOS faithfully complying with all the terms and conditions of this agreement to render said services, the City agrees to compensate GovOS in the not to exceed amount of One Hundred Thousand Six Hundred Ninety-Five Dollars and Thirty-Three Cents (\$100,695.33).
5. Non-Appropriations Clause. If City fails to appropriate funds necessary to effectuate this Agreement, this Agreement shall terminate immediately upon notice to GovOS subject only to payment for services rendered prior to said notice. No damages may accrue against either party for termination based on failure to appropriate.
6. Contract Term/Termination. The term of this Agreement shall heretofore terminate no later than January 5, 2025. No minimum payment is implied or guaranteed and the City reserves the right to cancel this Agreement at any time and GovOS shall only be paid for the work completed or on a pro-rated amount if payment arrangements are based upon a fixed retainer.
7. Assignment. This Agreement may not be assigned by GovOS without the prior written consent of the City of Hoboken.
8. Third Party Beneficiaries. No third party beneficiaries are intended or implied. Any subcontractors utilized by GovOS are the sole responsibility of GovOS.

9. Laws. This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

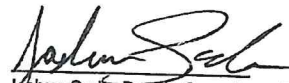
10. Compliance. GovOS shall comply with the requirements of N.J.A.C. 17:27 et seq. regarding Affirmative Action (see attached Addendum A), regarding Equal Employment Opportunity. GovOS will execute any and all forms and provide any and all documents required to ensure compliance with these requirements.

11. Record Retention and Availability. GovOS covenants to retain all records relating hereto for the period required by law, according to the rules and regulations established by the New Jersey Division of Archives and Record Management. With prior written approval of the City Clerk and Corporation Counsel, GovOS may forward all records to the City for archiving and maintenance when said records are no longer needed by GovOS, and GovOS shall at all times, and within the time limits set out under New Jersey's Open Public Records Act make any and all documents relating to representation available to the City. Should any documents requested by the City for purposes of OPRA and/or FOIA be exempt and/or subject to privilege, GovOS covenants to forward a privilege/exemption log to the City in place of those documents. GovOS shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request in accordance with N.J.A.C. 17:44-2.2.

12. Prevailing Wage Requirements. In the event it is found that any worker, employed by GovOS or any subcontractor covered by this agreement, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the City Council of the City of Hoboken may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and to prosecute the work to completion or otherwise.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on this _____ day of _____, 2024.

ATTEST:


Joshua Sedá, People Operations Generalist

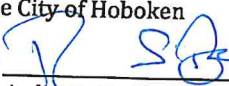
ATTEST:


James J. Farina, City Clerk

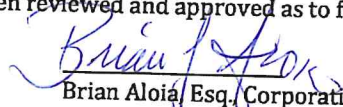
GovOS, Inc.

By 

The City of Hoboken

By 
Ravinder S. Bhalla, Mayor

The aforementioned Agreement has been reviewed and approved as to form.


Brian Aloia Esq., Corporation Counsel

ADDENDUM A
P.L. 1975, c. 127 (N.J.A.C. 17:27)
Mandatory Affirmative Action Language
Procurement, Professional or Service Contracts

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established

by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

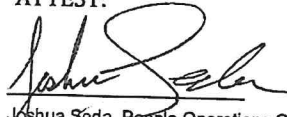
In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

ATTEST:


Joshua Seda, People Operations Generalist

GovOS, Inc.

By: 