

[REDACTED]

From: [REDACTED]
Sent: Friday, April 28, 2023 11:50 AM
To: [REDACTED]
Subject: [EXTERNAL] Hotel Engine Waiver Extention

April 28th 2023
State of New Jersey, State Procurement Office

Attention:
[REDACTED]
State of New Jersey
Department of Children and Families

[REDACTED],

Hotel Engine is happy to work with the New Jersey Department of Children and Families under Waiver #23-WAIVE-31334 to provide services under the current terms and conditions.

Neha Bhakta
Enterprise Account Manager

Phone [REDACTED]
Web www.hotelengine.com
Social [LinkedIn](#) | [Twitter](#) | [Facebook](#)
Let's chat: [My Calendly](#)



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[Hotel Engine 950 S Cherry St., 10th Floor, Denver, Colorado, 80246.](#)

**AGREEMENT
IN CONNECTION WITH
New Jersey State Waiver No. AN-079 Supplement No. 4**

This Agreement is made effective as of the last date signed below, by and between HotelEngine Inc., with a primary place of business at 950 S Cherry St., 10th Floor, Denver, Colorado, 80246 (“HotelEngine” or “Contractor”), and the State of New Jersey, Department of the Treasury, Division of Purchase and Property, located at 33 West Street, Trenton, New Jersey 08608 (“DPP”), on behalf of New Jersey Department of Children and Families – Division on Women (“DCF-DoW”, collectively with DPP, the “State”); and is intended to amend the above-referenced Agreement by and between the Contractor and the State (collectively the “Parties”).

WHEREAS, the Parties entered into an Agreement in Connection with New Jersey Waiver # AN-079 on April 18, 2020, (the “Agreement”) (capitalized terms which are used but not defined herein shall have the meanings ascribed to such terms in the Agreement); and

WHEREAS, on December 17, 2021, the Parties entered into the First Amendment to the Agreement in Connection with New Jersey State Waiver # AN-079 Supplement #1; and

WHEREAS, on May 10, 2022, the Parties entered into an Agreement in Connection with New Jersey State Waiver # AN-079 Supplement #1 for a no cost extension;

WHEREAS, pursuant to Supplement #2, Waiver # AN-079 was extended to April 30, 2023;

WHEREAS, pursuant to Supplement #3, Waiver # AN-079 was extended to October 31, 2023; and

WHEREAS, the State has an immediate need to shelter victims and survivors of domestic violence, and due to the COVID-19 pandemic and the stress that is already on the State’s sheltering system, a public exigency exists requiring the State to be able to quickly provide those victims with shelter in hotels pending assessment of long-term shelter solutions; and

WHEREAS, the State has requested that the Contractor provide the same services provided under Waiver No. AN-079, as amended to the DCF-DoW; and

WHEREAS, the Parties now desire to enter into this Agreement with HotelEngine in connection with New Jersey State Waiver # AN-079 via Supplement No. 4 to memorialize their understanding; and

NOW THEREFORE, for good and valuable consideration, the Parties to this Agreement hereby agree as follows:

1. The recitals set forth above are incorporated herein by reference;
2. The term of this Waiver # AN-079 Supplement No. 4 remains through October 31, 2023;
3. HotelEngine confirms that it will provide the services to DCF-DoW under the same terms and conditions mutually agreed upon in the New Jersey State Waiver # AN-079 and the prior amendments; and
4. The Parties agree hereto that this Agreement may be executed in counterparts, with each original signed page to become part of the original document.

IN WITNESS WHEREOF, the Parties authorized representatives have executed this Agreement as of the last date signed below.

HOTELENGINE, INC.

DocuSigned by:

Harrison Doyle

18BF07604BC3494...

Signature

1/19/2023

Date

Harrison Doyle

VP, Finance

Print Name and Title

**The State of New Jersey
Department of the Treasury - Division of Purchase and Property**

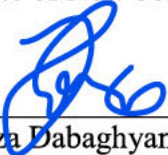
Amy F. Davis

Amy F. Davis, Acting Director

2/10/23

Date

**Approved as to Form
Matthew J. Platkin, Attorney General
State of New Jersey – Department of Law and Public Safety**



Roza Dabaghyan, Deputy Attorney General

1/20/2023

Date

**AGREEMENT
IN CONNECTION WITH
New Jersey State Waiver No. AN-079 Supplement No. 3**

This Agreement is made effective as of the last date signed below, by and between HotelEngine Inc., with a place of business at 950 S Cherry St., 10th Floor, Denver, Colorado, 80246 (“HotelEngine” or “Contractor”), and the State of New Jersey, Department of the Treasury, Division of Purchase and Property, located at 33 West Street, Trenton, New Jersey 08608 (“DPP”), on behalf of Department of Law and Public Safety, Office of the Attorney General, New Jersey State Police (“LPS/NJSP”, collectively with DPP, the “State”).

WHEREAS, the Parties entered into an Agreement in Connection with New Jersey Waiver # AN- 079 on April 18, 2020 (the “Agreement”) (capitalized terms which are used but not defined herein shall have the meanings ascribed to such terms in the Agreement); and

WHEREAS, on December 17, 2021, the Parties entered into the First Amendment to the Agreement in Connection with New Jersey State Waiver # AN-079 Supplement #1, pursuant to which HotelEngine agreed to provide the same services for individuals affected by Hurricane Ida; and

WHEREAS, on May 10, 2022, the Parties entered into an Agreement in Connection with New Jersey State Waiver # AN-079 Supplement #1; and

WHEREAS, pursuant to Supplement #2, Waiver # AN-079 was extended to April 30, 2023; and

WHEREAS, the State anticipates that migrants will be transported to New Jersey by other state governments in the near term, without prior or adequate notice, and that, due to the COVID-19 pandemic and the stress that is already on the State’s sheltering system, a public exigency exists requiring the State to be able to quickly provide willing displaced migrants with shelter in hotels pending assessment of long-term shelter solutions; and

WHEREAS, the State has requested that the Contractor provide the same services in connection with the displaced migrants that will be transported to New Jersey; and

WHEREAS, the Parties now desire to enter into this Agreement with Hotel Engine in connection with New Jersey State Waiver # AN-079 via Supplement No. 3 to memorialize their understanding; and

THEREFORE, for good and valuable consideration, the parties to this Agreement hereby agree as follows:

1. The recitals set forth above are incorporated herein by reference;
2. The term of this Waiver # AN-079 Supplement No. 3 is through October 31, 2023;
3. Contractor will provide the same services agreed to pursuant to Waiver # AN-079 to the State in connection with the displaced migrants transported to New Jersey, and will be entitled to a fixed booking fee equal to \$25 per room per day;
4. HotelEngine confirms that Supplement No. 3 is under the same terms and conditions mutually agreed upon in the New Jersey State Waiver # AN-079 and the prior amendment, except as set forth herein to the Agreement in Connection with New Jersey State Waiver # AN-079; and
5. The Parties agree hereto that this Agreement may be executed in counterparts, with each original signed page to become part of the original document.

IN WITNESS WHEREOF, the parties authorized representatives have executed this Agreement as of the last date signed below.

HOTELENGINE, INC.

DocuSigned by:
Harrison Doyle
19BF07604BC3404

Signature

11/9/2022
Date

Harrison Doyle

Print Name and Title

VP, Finance

**The State of New Jersey
Department of the Treasury - Division of Purchase and Property**

Amy F. Davis

Amy J. Davis, Acting Director

11/23/22
Date

**Approved as to Form
Matthew J. Platkin, Attorney General
State of New Jersey – Department of Law and Public Safety**

Aimee Manocchio Nason

Signature

11/18/2022
Date

Aimee Manocchio Nason, Deputy Attorney General

Print Name and Title



HOTELENGINE.

Jared Gallini
Director of Government Solutions
Hotel Engine



March 8th, 2022

Lt Bradley Waugh
State Hazard Mitigation Officer
NJ Office of Emergency Management



Dear Lt. Waugh,

Hotel Engine is pleased to provide the State of New Jersey with emergency lodging, and we are grateful for the opportunity. Hotel Engine is willing to extend our contract with the State of New Jersey using the existing contract.

Should there be any questions, please reach out to me at the above number or email.

Best regards,

Jared Gallini

**AGREEMENT
IN CONNECTION WITH
New Jersey State Waiver No. AN-079 Supplement No. 1**

This Agreement is made effective as of _____, by and between by and between the State of New Jersey, Department of the Treasury, Division of Purchase and Property on behalf of State of New Jersey Using Agencies (the "State"), and Hotel Engine, Inc., a Delaware corporation ("Hotel Engine"), (collectively, the "Parties").

WHEREAS, the Parties entered into that certain Agreement in Connection with New Jersey State Waiver # AN-079 on April 18, 2020 (the "Agreement") (capitalized terms which are used but not defined herein shall have the meanings ascribed to such terms in the Agreement); and

WHEREAS, on December 17, 2021, the Parties entered into the First Amendment to the Agreement in Connection with New Jersey State Waiver # AN-079;

WHEREAS, the Parties now desire to enter into this Agreement in Connection with New Jersey State Waiver No. AN-079 Supplement No. 1;

THEREFORE, for good and valuable consideration, the Parties to this Agreement hereby agree as follows:

1. Hotel Engine confirms that Supplement No. 1 is under the same terms and conditions mutually agreed upon in the New Jersey State Waiver # AN-079 and First Amendment to the Agreement in Connection with New Jersey State Waiver # AN-079;
2. The Parties agree that there is no cost to New Jersey State Waiver # AN-079 Supplement No.1;
3. The Parties agree hereto this Agreement may be executed in counterparts, with each original signed page to become part of the original document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of execution by the parties below.

Hotel Engine, Inc.

**STATE OF NEW JERSEY
Department of the Treasury
Division of Purchase and Property**

By: Jared Gallini

By: Amy F. Davis

Name: Jared Gallini

Name: Amy F. Davis

Title: Director Government Solutions

Title: Associate Deputy Director

Date: 05.05.22

Date: 7/5/22

STATE OF NEW JERSEY
Department of Law and Public Safety

By: *Denise L Pownall*

Name: DENISE L POWNALL

Title: Director, Financial Markets

Date: 5/10/2022

Approved as to Form:

MATTHEW J. PLATKIN
Acting Attorney General of the State of New Jersey

By: *Roza Dabaghyan, DAG*
Roza Dabaghyan
Deputy Attorney General

**FIRST AMENDMENT TO
AGREEMENT IN CONNECTION WITH NEW JERSEY STATE WAIVER # AN-079**

This First Amendment to the Agreement in Connection with New Jersey State Waiver # AN-079 (this "**First Amendment**") is entered into as of November 1, 2021, by and between the State of New Jersey, Department of the Treasury, Division of Purchase and Property on behalf of State of New Jersey Using Agencies (the "**State**"), and HotelEngine, Inc., a Delaware corporation ("**Hotel Engine**"). The **State** and **Hotel Engine** may be referred to herein individually as a "**Party**" or jointly as the "**Parties**".

WHEREAS, the Parties entered into that certain Agreement in Connection with New Jersey State Waiver # AN-079 on April 18, 2020 (the "**Agreement**") (capitalized terms which are used but not defined herein shall have the meanings ascribed to such terms in the Agreement); and

WHEREAS, the State has requested that Hotel Engine provide services under the Agreement for individuals affected by Hurricane Ida; and

WHEREAS, the Parties desire to modify, amend the Agreement as provided in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Agreement and herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendments.

The following shall be added to Exhibit D of the Agreement:

Hurricane Ida Project: The New Jersey Office of Emergency Management (the "NJOEM" has requested that Contractor provide services for individuals affected by Hurricane Ida (the "Hurricane Ida Project"). Hotel Engine shall provide the same services as outlined in the Agreement to such individuals identified by NJOEM as eligible for the Hurricane Ida Project. Hotel Engine agrees that all individuals placed pursuant to the Hurricane Ida Project shall incur a fee of \$15 per room, per night. All other individuals placed pursuant to the Agreement who are not part of the Hurricane Ida Project shall continue to incur a fee equal to \$25 per room, per night.

2. Effectiveness. The amendments and additions contemplated in this First Amendment shall be in full force and effect as the date of this First Amendment.

3. Counterparts. This First Amendment may be executed in counterparts and by the Parties in separate counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.

4. Governing Law. The rights and duties of the Parties under this First Amendment shall be governed by the laws of the State of New Jersey.

5. Ratification. The Agreement, as amended by this First Amendment, is and shall continue to be in full force and effect and is hereby in all respects confirmed, approved and ratified. Except to the extent amended hereby, all terms and conditions of the Agreement remain the same.

6. Miscellaneous. In the case of any conflict between the terms of this First Amendment and the provisions of the Agreement, the terms of this First Amendment shall control.

IN WITNESS WHEREOF, the Parties have executed this First Amendment effective as of the date first above written.

STATE OF NEW JERSEY, DEPARTMENT
OF THE TREASURY, DIVISION OF
PURCHASE AND PROPERTY


HOTELENGINE, INC.

By: _____
(signature)

Name: _____
(print)

Title: _____

Date: _____

By:  _____
(signature)

Name: Florent Silve

(print)

Title: VP, Operations

Date: 12/17/2021
