

RESOLUTION

No. 18-568

Date of Adoption SEP 06 2018

Approved as to Form and Legality

Factual content certified by

CITY ATTORNEY

Eunice A. Lewis
EUNICE SAMUELS LEWIS, CMCA, DIRECTOR
OF TRENTON MUNICIPAL COURT

Councilman /woman

presents the following Resolution:

RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ TO TELELANGUAGE, INC., 514 SW 6TH AVENUE, 4TH FLOOR, PORTLAND, OR 97204-1534 FOR TELEPHONIC TRANSLATING AND OR INTERPRETING SERVICES IN AN AMOUNT NOT TO EXCEED \$17,500.00 - RFP# 2018-30

WHEREAS, the City of Trenton has a need for Telephonic Translating/Interpreting Services for the Trenton Municipal Court for a period of one (1) year from July 1, 2018 to June 30, 2019; and

WHEREAS, a request for proposals was advertised, and three (3) proposals were received on April 27, 2017 and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of Teletlanguage, Inc., 514 SW 6th Avenue, 4th floor, Portland, OR 97204-1534 was deemed to have the necessary qualifications and expertise for the performance of the services at the rates budgeted; and

WHEREAS, funds in an amount not to exceed \$17,500.00 at \$0.60 per minute (Spanish), and \$0.80 for all other language for a period of one (1) year have been certified to be available in the following account number: 9-01-75-7500-290 contingent upon the adoption of FY 2019 temporary and or final budget; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Trenton, that:

1. The Mayor is authorized to enter into contract with Teletlanguage, Inc., 514 SW 6th Avenue, 4th floor, Portland, OR, 97204-1534 for a period of one (1) year beginning July 1, 2018 to June 30, 2019.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.
3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk's Office.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BLAKELEY	✓				MUSCHAL	✓				MCBRIDE	✓			
CALDWELL	✓				RODRIGUEZ	✓								
WILSON	✓				VAUGHN	✓								
HARRISON	✓													

SEP 06 2018

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on

Kathy McBride
President of Council

[Signature]
City Clerk

PROFESSIONAL SERVICES CONTRACT

**RFP2018-30
RESOLUTION 18-568**

THIS CONTRACT, made this **7TH** day of **SEPTEMBER 2018** by and between the **CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** a Municipal Corporation of the State of New Jersey, ("City") and **TELELANGUAGE, INC., 514 SW 6TH AVENUE, 6TH FLOOR, PORTLAND, OR 97204-1534** ("CONTRACTOR").

WHEREAS, the City has a need for **TELEPHONIC TRANSLATING/INTERPRETING SERVICES** for the City of Trenton, Municipal Court.

WHEREAS, Contractor agrees to provide **TELEPHONIC TRANSLATING/INTERPRETING SERVICES** for the City of Trenton, Municipal Court in accordance with the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

1. **TELEPHONIC TRANSLATING/INTERPRETING SERVICES** :
The City agrees to retain **TELELANGUAGE, INC., 514 SW 6TH AVENUE, 6TH FLOOR, PORTLAND, OR 97204-1534** the request of and under the general supervision of the City of Trenton, Municipal Court.

2. **SCOPE OF SERVICES**

SEE ATTACHED SCOPE OF SERVICES

DURATION OF THE CONTRACT:

This contract shall remain in full force and effect for a period of one (1) year from July 1, 2018 to June 30, 2019 in an amount not to exceed \$17,500.00 at \$0.60 per minute (Spanish), and \$0.80 for all other language from July 1, 2018 to June 30, 2019.

3. **STATUS OF CONTRACTOR**: It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.

4. **NOTICES**: Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.

5. **INTEGRATION**: **Resolution #18-568** and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract with the City of Trenton, Department of Administration.

6. **ENFORCEABILITY**: If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.

7. **GOVERNING LAW**: This Contract shall be governed by the laws of the State of New Jersey.

8. MISCELLANEOUS PROVISIONS:

- a. Contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality . 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, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not 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. 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;
- b. Contractor, 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, sex, gender identity or expression, affectional or sexual orientation.
- c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.
- d. Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.
- e. Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- f. Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.
- g. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action Office

for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

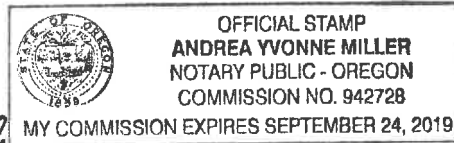
- h. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17-27:
1. Appropriate evidence that the Independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.
 2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
 3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4




TELELANGUAGE, INC.,
514 SW 6TH AVENUE, 6TH FLOOR
PORTLAND, OR 97204-1534

Seal: _____

2-11-19
DATE



Attest: 

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

ATTEST:


DWAYNE M. HARRIS
MUNICIPAL CLERK

DATE

03/11/19

CITY OF TRENTON


W. REED GUSCIORA, ESQ.
MAYOR

DATE

3-7-19

**REQUEST FOR PROPOSALS
FOR
TELEPHONIC TRANSLATING/INTERPRETING SERVICES
AT
TRENTON MUNICIPAL COURT
225 NORTH CLINTON AVENUE
TRENTON, NEW JERSEY 08607**

SCOPE OF SERVICES

Proposals for the above listed services are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.5 et seq. The City of Trenton Municipal Court is interested in firms and/or individuals to provide telephonic interpreting services on an as needed basis at Trenton Municipal Court, 225 North Clinton Avenue, Trenton, New Jersey 08607.

All languages required (Spanish, Polish, Russian, Korean, Arabic, Portuguese, Chinese-Mandarin, Greek, Panjabi, Japanese, French Creole-Haitian, African-Loma, Urdu, Misc.)

- The proposal shall be awarded to **one** Respondent
- The City of Trenton has not encountered a need for translating/interpreting services for any other language other than the ones mentioned in the Scope of Services
- The Trenton Municipal Court cannot provide a list of expected languages to be translated. Interpreters are needed **on an as needed basis.**
- Respondents **can** submit alternate pricing rates in their price proposal sheet.

Interested parties must be approved by the New Jersey Supreme Court and be listed in the Registry of Interpreting Resources.

CONTRACT TERM

The term of contract shall be for a period of one year from **July 1, 2018 to June 30, 2019.**

The following criteria are being included as the basis for the award of services:

EVALUATION CRITERIA

- A. Experience and reputation in the field.
- B. Availability to accommodate any required meetings of the City of Trenton.
- C. References may be requested.
- D. Such other factors demonstrated to be in the best interest of the City of Trenton.