RESOLUTION

No. 14-365

Date of Adoption JUN 1 9 2014

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 ALICIA G. EBER INTERPRETING SERVICES, 431 GATEWOOD ROAD, CHERRY HILL, NEW JERSEY 08003 FOR TRANSLATING AND OR INTERPRETING SERVICES AT TRENTON MUNICIPAL COURT FOR A PERIOD OF ONE YEAR IN AN AMOUNT NOT TO EXCEED $51,000.00 - RFP2014-07

WHEREAS, the City has a need for a Translating and or Interpreting Services for the City of Trenton, and

WHEREAS, a request for proposal was advertised, and four (4) proposals were received on March 18, 2014, and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

WHEREAS, the proposal of Alicia G. Eber Interpreting Services, 431 Gatewood Road, Cherry Hill, New Jersey 08003 was deemed to include the necessary qualifications and expertise for the performance of the services at the rates listed in the proposal; and

WHEREAS, the contract with Alicia G. Eber Interpreting Services shall be for a period of one (1) year in an amount not to exceed $51,000.00; and

WHEREAS, funds in the amount not to exceed $51,000.00 have been certified to be available in account number 5-0175-7500-290 from July 1, 2014 through June 30, 2015 contingent upon the adoption of the temporary or final budget; and

NOW, THEREFORE IT IS RESOLVED, by the City Council of the City of Trenton, as follows:

1. The Mayor is hereby authorized to enter into a contract with Alicia G. Eber Interpreting Services, 431 Gatewood Road, Cherry Hill, New Jersey 08003.

2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.1.

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.

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This Resolution was adopted at a Meeting of the City Council of the City of Trenton on JUN 1 9 2014

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT
RFP # 2014-07
RESOLUTION #14-365

THIS CONTRACT, made this 19th day of JUNE 2014 by and between the City of Trenton, a municipal corporation of the State of New Jersey, ("City") and ALICIA G. EBER INTERPRETING SERVICES, 633 SOCIETY HILL BOULEVARD, CHERRY HILL, NEW JERSEY 08003 ("CONTRACTOR").

WHEREAS, the City has need for TRANSLATION AND/OR INTERPRETING SERVICES for the City of Trenton, Department of Administration, Trenton Municipal Court.

WHEREAS, Contractor agrees to perform TRANSLATION AND/OR INTERPRETING SERVICES in terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

1. **PROFESSIONAL SERVICES:** The City agrees to retain Alicia G. Eber Interpreting Services, 633 Society Hill Boulevard, Cherry Hill, NJ 08003 at the request of and under the general supervision of the City of Trenton, Department of Administration, Trenton Municipal Court.

2. **SCOPE OF SERVICES:** The contractor warrants that the representations made by it regarding its ability and skill level to carry out these services are true. Contractor shall, in a good, professional and workmanlike manner, in conformity with the responsibilities, demands and ethics of their profession, perform all reasonable and necessary services as described as follows:

- 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 interpreting and/or translation 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, Portuguese, Sign Language, Chinese-Mandarin, Greek, Arabic, Panjabi, Japanese, French Creole-Haitian, African-Loma, Urdu, Misc.).
5. **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.

6. **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.

7. **INTEGRATION:** RFP2014-07 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.

8. **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.

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

10. **MISCELLANEOUS PROVISIONS:**

    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...
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).

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.


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.