

## RESOLUTION

No. \_\_\_\_\_

Date of Adoption October 21, 2021

Approved as to Form and Legality

WESLEY RODRIGUEZ, ESQ., DIRECTOR OF LAW

Factual content certified by

TONYA STEWART, DIRECTOR OF MUNICIPAL COURT

Councilman /woman \_\_\_\_\_

CALDWELL - WILSON

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  
ACCURATE LANGUAGE SERVICES FOR TRANSLATING AND INTERPRETING SERVICES FOR THE  
ON-SITE AND VIRTUAL TRANSLATING SERVICES FOR ALL NON-ENGLISH SPEAKING AND THE  
HEARING-IMPAIRED CUSTOMERS FOR TRENTON MUNICIPAL COURT FOR A PERIOD OF ONE (1)  
YEAR FROM OCTOBER 22, 2021 TO OCTOBER 21, 2022  
IN AN AMOUNT NOT TO EXCEED \$65,000.00- RFP2021-37**

**WHEREAS**, the City of Trenton has a need for Translating and/or Interpreting Services for the on-site and virtual translating services for non-English speaking and the hearing-impaired customers for a period of one (1) year for the City of Trenton, Municipal Court; and

**WHEREAS**, a request for proposal was advertised, and five (5) proposals were received on July 9, 2021, and were evaluated by a committee based on criteria that included experience, understanding of requirements and cost; and

**WHEREAS**, the proposal of Accurate Language Services, 501 Grand Avenue, #L-3, Asbury Park, New Jersey 07712 was deemed to include the necessary qualifications and expertise for the performance of the services; and

**WHEREAS**, funds in an amount not to exceed \$65,000.00 have been certified to be available in the following account number: TY2021 October 22, 2021 to December 31, 2021 2-01- 75-7500-290 (\$15,000.00), an CY2022 January 1, 2022 to October 22, 2022 2-01- 75-7500-290 (\$50,000.00).

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

1. The Mayor is hereby authorized to enter into a contract with Accurate Language Services, 501 Grand Avenue, #L-3, Asbury Park, New Jersey 07712 for Translating and/or Interpreting Services for the on-site and virtual translating services for non-English speaking and the hearing-impaired customers for a period of one (1) year for the City of Trenton, Municipal Court.
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.

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

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on October 21, 2021

John Caldwell  
President of Council

TONYA STEWART  
City Clerk

**PROFESSIONAL SERVICES CONTRACT**

**RFP2021-37**

**RESOLUTION 21-456**

**TRANSLATING AND INTERPERTING SERVICES FOR THE ON-SITE AND VIRTUAL TRANSLATING SERVICES  
FOR ALL NON-ENGLISH SPEAKING AND THE HEARING-IMPAIRED CUSTOMERS  
AWARDED TO ACCURATE LANGUAGE SERVICES**

THIS CONTRACT, made this 22<sup>nd</sup> day of OCTOBER 2021 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 **ACCURATE LANGUAGE SERVICES, 501 GRAND AVENUE, #L-3, ASBURY PARK, NEW JERSEY 07712** (CONTRACTOR").

WHEREAS, the City has a need **FOR TRANSLATING AND INTERPERTING SERVICES FOR THE ON-SITE AND VIRTUAL TRANSLATING SERVICES FOR ALL NON-ENGLISH SPEAKING AND THE HEARING-IMPAIRED CUSTOMERS** for the City of Trenton, Municipal Court.

WHEREAS, Contractor agrees to provide **FOR TRANSLATING AND INTERPERTING SERVICES FOR THE ON-SITE AND VIRTUAL TRANSLATING SERVICES FOR ALL NON-ENGLISH SPEAKING AND THE HEARING-IMPAIRED CUSTOMERS** 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:

**FOR TRANSLATING AND INTERPERTING SERVICES FOR THE ON-SITE AND VIRTUAL TRANSLATING SERVICES FOR ALL NON-ENGLISH SPEAKING AND THE HEARING-IMPAIRED CUSTOMERS** for the City agrees to retain **ACCURATE LANGUAGE SERVICES, 501 GRAND AVENUE, #L-3, ASBURY PARK, NEW JERSEY 07712** ("the request of and under the general supervision of the City of Trenton, Municipal Court.

**1. 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 October 22, 2021 to October 21, 2022 in an amount not to exceed \$65,000.00

**2. 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.

**3. 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.

**4. INTEGRATION:** Resolution #21-456 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, Municipal Court.

**5. 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.

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

**7. 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).

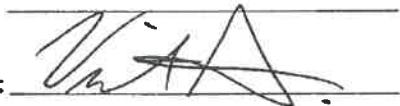
h. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17:27:

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

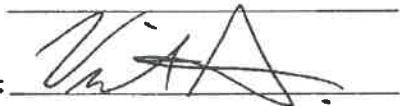
ACCURATE LANGUAGE SERVICES  
501 GRAND AVENUE, #L-3  
ASBURY PARK, NEW JERSEY 07712

DATE

11/19/2021

Seal: 

*Victoria Ewing*  
Director

Attest: 

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

ATTEST:

  
MATTHEW H. CONLON, RMC  
MUNICIPAL CLERK

CITY OF TRENTON

  
W. REED GUSCIORA, ESQ.  
MAYOR

DATE

11/10/2022

DATE

11/24/21

**REQUEST FOR PROPOSALS  
FOR  
TRANSLATING AND/OR 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 on-site interpreting, virtual 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, Arabic, Japanese, French Creole-Haitian, African- Loma, Urdu, Sign Language, Misc.).**

- The proposal shall be awarded to **multiple** Respondents
- The City of Trenton has encountered a need for on-site and virtual interpreting and/or translating 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/Translators are needed **on an as needed basis.**
- Respondent must provide proof of registration and approval by the New Jersey Supreme Court Language Services as an interpreter in the languages stated above.
- Respondent **may** submit alternate pricing rates in their proposal page.
- Able to accommodate morning court sessions beginning at 9:00am and evening sessions beginning at 5:00pm.

**Interested parties must be approved by the New Jersey Supreme Court and must provide proof at the time of the request for proposal submission. Pay will be based upon the classification level as follows:**

**These are the testing levels on Court Examination.**

- Master's Level – Half Day \$194.00, Full Day \$331.50, Hourly rate \$56.00 per Hour.
- Journeyman's Level – Half Day \$152.50, Full Day \$266.00, Hourly rate \$45.00
- Conditionally Approved Level – Half Day \$103.00, Full Day \$192.00, Hourly rate