

LEGAL NOTICE

Town of Secaucus
County of Hudson, State of New Jersey

REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES, EXTRAORDINARY UNSPECIFIABLE SERVICES SOLICITATION

FAIR & OPEN SOLICITATION PROCESS

DESIGNATION OF MUNICIPAL COURT INTERPRETERS

REQUEST FOR PROPOSALS

PLEASE TAKE NOTICE that sealed ~~proposals~~—submissions/proposals for qualified Interpreters of all Languages desirous to be awarded a contract for designation and appointment as Interpreters of all Languages of the Secaucus Municipal Court will be received by the Purchasing Agent of the Town of Secaucus (“Town”) or her designee on February 28, 2012, at 10:00 AM at 1203 Paterson Plank Road, Secaucus, New Jersey 07094, at which time said bids will be opened and read publicly.

Proposals must be set forth on the forms provided by the Town. Proposals must be enclosed in a sealed envelope bearing on the outside of the envelope the name and address of the proposer/vendor and the words “**DESIGNATION OF MUNICIPAL COURT INTERPRETERS**”. The envelope must be addressed to Purchasing Agent, Town of Secaucus, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, and delivered by hand, overnight courier or mail. The submission must be received by the Purchasing Agent no later than the date and time set forth above. Late submissions will be not be accepted; lost submissions or submissions delivered improperly shall not be the basis to accept bids out of time. No submissions sent by fax or email will be accepted.

Proposal documents may be reviewed and obtained at the Town’s Purchasing Agent’s Office, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, phone 201-330-2000, during business hours. The fee for the proposal document package is twenty dollars (\$20.00) payable in advance by cash or certified check to “Town of Secaucus”.

The Mayor and Council of the Town of Secaucus intend to award a Contract for the within services after its review of the recommendation of the Town’s Evaluation

Committee of the within RFP submissions. Proposals will be evaluated by the Committee on the basis of the following criteria:

1. History and experience in performing the subject interpreting services – 20%.
2. Availability of personnel to provide contract/subject services - 20%.
3. Qualification and experience of employees – 20%.
4. The strength (or weakness) of the requisite Letters of Recommendation – 15%.
5. Total, Overall Costs & Cost per Court Session – 25%.

Proposers/vendors shall comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.

The within Legal Notice is being issued to promote responses of qualified vendors for the announced services with the Town of Secaucus intending to award a contract pursuant to the Competitive Contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-4.1 et seq., to the proposer/vendor whose proposal is most advantageous to Town, price and other factors considered. The Town reserves the right to waive any minor irregularities in any submission or to reject any or all proposals.

REQUEST FOR PROPOSALS

1. Legal Notice; Request for Proposals. The foregoing “Legal Notice” is incorporated by reference into the within Request for Proposals, as if set forth at length.

2. Definitions.

A. “Bidder”, “Vendor” and “Proposer” means the submitter and/or responder to this RFP, and such words shall be deemed synonymous with each other.

B. “Contract” means the agreement by and between the Contractor and the Town, as amended, changed or modified, and shall include all Proposal Documents to provide and conform to the within RFP. The Resolution awarding this Contract shall be deemed the “Contract” which shall incorporate all terms, conditions and requirements set forth in the within RFP package.

C. “Contract Administrator” means the Town’s Purchasing Agent, or his/her designee.

D. “Contractor” means the successful proposer/vendor to whom the award of the Contract shall be made pursuant to N.J.S.A. 40A:11-4.1, et seq.

E. “RFP DOCUMENTS” or “Request for Proposal Documents” means all documents without exception requesting proposals, including the Legal Notice, Request for Proposals, Definitions, Instructions, Specifications, Proposal Checklist, Proposal Form, addenda (if any), Affidavit of Non-Collusion, Affidavit as to Secaucus Pay To Play (including Chapter 26 of the Town of Secaucus incorporated by reference herein), Affidavit(s) and Questionnaire of proposer/vendor’s Experience, Customers and Financial Responsibility, Statement of Ownership of Corporation or Partnership, all documents submitted by the proposer/vendor, and the Contract.

F. “Town” means the Town of Secaucus.

3. Specific Requirements: Designation of Municipal Court Interpreters.

Annexed hereto is “Schedule I and SELECTION CRITERIA”, which sets forth the specific, minimum requirements for the services sought herein and the submission requirements. Please be sure to provide the information set forth therein.

4. Contract Term/Duration. Term/duration of contract shall be approximately nine and one-half (9 ½) months one year, as follow: commencing on or about March 15, 2012 and expiring on December 31, 2012. The prices, terms and conditions for contract period shall remain firm and fixed throughout the contract, including any extension allowed herein. Upon sixty (60) days notice to Contractor, Town may at its sole option

and discretion extend the term for an additional period of one year for the period January 1, 2013 to December 31, 2013. Town may terminate Contract at any time for cause.

5. Instructions to Proposers/Vendors.

A. Opening of Proposals. All (RFP) proposals will be opened and read publicly Purchasing Agent or her designee at time and place set forth in Legal Notice.

B. Submissions:

- i. Each required document submitted must be completed fully in strict compliance with the within Instructions and RFP Documents. Proposers shall NOT substitute their own forms. Such substitution may be the basis of rejection of a Proposal. Proposers may attach supplemental sheets to any form to clarify their proposal/submission.
- ii. On the Proposal Form, the proposer/vendor must state all its costs and rates offered. No additional costs shall be allowed or considered after the award, except for additional services and if approved by the Town. If the amount shown in words and its equivalent in figures in the Proposal Form do not agree, the written words shall be binding. In the event there is a discrepancy between the unit prices and the extended totals, including any formula, the unit prices shall prevail. Mistakes by proposers shall not be the basis for changing any submitted prices, costs, or the like.
- iii. Proposals shall be delivered at time and place set forth in Legal Notice.
- iv. Each proposer/vendor shall sign submitted documents, where applicable, as follows: for a corporation, by an authorized principal executive officer, for a partnership or sole proprietorship, by a general partner or the proprietor, or by a duly authorized representative setting forth such authority.
- v. Each proposer/vendor shall submit one (1) original set of completed RFP Documents and one (1) copy.
- vi. Each proposer/vendor shall acknowledge receipt of addenda with its submission, if applicable.
- vii. Once submitted, Proposers may not withdraw their submission package within twenty four (24 hours) of the time announced for the opening of sealed submissions.

6. Evaluation of Proposals

- A. Evaluation of Proposals. The Evaluation Committee (consisting of Town Administrator, Purchasing Agent and an attorney of Town) shall recommend an award by the Mayor and Council based upon stated evaluation criteria. The Committee/Town may consider, inter alia, such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and other factors to determine the most advantageous proposal. Committee shall base its recommendation on submissions only, except as otherwise provided herein.
- B. Opportunity for Discussion. After opening proposals and prior to award, Town may initiate discussions with proposer(s) should clarification be necessary. Proposers may be required to make a presentation to clarify their RFP response or to further define their offer. A scheduling of such meeting shall be solely within the discretion of the Town, requiring mandatory appearance by the vendor.
- C. Evaluation Criteria. The evaluation committee will review and evaluate the submission/proposals according to the following criteria:
 - i. Qualifications/General Abilities. Each proposer's/vendor's submission shall demonstrate its ability to provide qualified and sufficient personnel to provide those services required by the RFP Documents.

Experience, licensure and training of the proposer's/vendor's employees shall meet the specific needs of the RFP Documents. Proposers/vendors shall identify staff assigned to the services required. Contractor shall have sufficient personnel available to service the contract for full contract term/duration.

Proposals shall provide sufficient detail to show expertise for the services required. References and work experience must be sufficient to demonstrate that the proposer/vendor has the experience and the ability to provide services for the full duration of the contract.

Proposals shall be clear, unambiguous, and professional in appearance. Information must be organized, complete and meet RFP Document requirements for content and format.

- ii. Prior Experience and Familiarity. Expertise shall be demonstrated by references providing the same services required herein, including services to Courts in the State of New Jersey. Proposers/vendors will be evaluated on knowledge, experience similar to that requested in the RFP Documents. In addition to relevant experience, proposers/vendors shall provide personnel qualifications in its proposal. Responses shall address experience, licensure, training, and the like.
- iii. Costs. Detailed, costs/charges for all specific services sought by the RFP shall be provided; all costs must be included as part of the submission.
- iv. Evaluation Committee Recommendation for Contract Award. The evaluation committee will provide a written recommendation for contract award to the Mayor and Council of Secaucus that contains the scores, justification and rationale for its decision.
- v. No return of submissions. All material submitted in response to this RFP shall become the property of the Town upon delivery, and will not be returned.

7A. Exceptions, Deviations with Proposal Documents. No proposer/bidder shall insert or include any conditions, limitations, provisos, amendments, or other changes to the within Proposal Documents. Any changes made by the proposer/vendor on the Proposal Form may result in the rejection of the proposals.

7B. Examination of Documents. By submitting a proposal, vendor represents and warrants that it has examined all Proposal Documents and addenda, if any, and has brought to the attention of the Town any variations in the Proposal Documents and the actual conditions that would affect the bid.

Should a proposer/vendor believe that any of the Proposal Documents are at variance with applicable laws, statutes, codes or regulations in any respect, or that there are errors, inconsistencies or ambiguities in the Proposal Documents, the proposer/vendor shall promptly notify the Town in writing.

7C. Interpretation/Addenda. To be fair to all proposers, no oral interpretation or clarification will be made to any potential proposer/vendor as to the meaning of anything in or any aspect of the Proposal Documents. Request for an interpretation or clarification shall be made in writing to the Town's Purchasing Agent. The request shall be made at least three (3) business days prior to the date fixed for the opening of bids sent via personal delivery or certified mail to the Secaucus Purchasing Agent with copies to the Town Administrator and Town Clerk. With advance approval from the Purchasing Agent, requests sent via facsimile may be accepted in lieu of other transmittals. Every interpretation made will be in the form of an addendum to

the Proposal Documents, and notice will be provided by facsimile or e-mail to all potential proposers/vendors on record with the Town who has received the Proposal Documents. All addenda issued become part of Proposal Documents. Failure of the proposer/vendor to acknowledge receipt of all addenda shall not relieve the proposer/vendor from any obligation required or contained in the same.

- 7D. Objections to Documents.** All potential proposers/vendors shall examine Proposal Documents carefully. Any potential proposer/vendor who wishes to challenge the Proposal Documents shall file such challenge in writing as set forth in section 7C not less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the Town or the award of a contract. N.J.S.A. 40A:11-13.
- 7E. Qualifications; Investigations.** The Town will make such investigations as it deems necessary to determine the ability of a proposer/vendor to provide the services required by the RFP Documents. The proposer/vendor agrees to cooperate fully and furnish such information and data for this purpose. The Town reserves the right to reject any proposal if investigation or review discloses that vendor is not qualified or fails to meet the minimum requirements for the services required hereunder. Failure of a vendor to cooperate fully with Town in reviewing a proposal may be the basis for the rejection of its proposal.
- 8. Notice of Award, Execution of Contract & Delivery of Documents.** Within seven (7) business days of notice of the award of the contract, the successful proposer/vendor shall deliver to Town the executed Contract, if requested by Town. Failure to deliver the Contract in a form satisfactory to the Town and/or commence the services as required in the RFP Documents shall be cause for Town to declare the proposer/vendor non-responsive and to award the contract to a different proposer/vendor or vendor.
- 9. Indemnification.** To the fullest extent permitted by law, Contractor shall release, indemnify, defend and hold harmless the Town, and its Mayor and Council Members, administrators, officers, employees and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever, including, but not limited to, interest, court costs and attorneys' fees, which in any way arise out of or result from any act(s) or omission(s) by Contractor (or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable) in the performance or non performance of services or other obligations under the Contract.

- 10. Payments for Services.** Payments to Contractor will be made in accordance with the rates/prices set forth in the Proposal Form and/or Contract. Contractors shall comply with the Town's standard payment procedures. Payments to Contractor will be made upon the submission, processing and approval of properly completed vouchers. Requests for payment shall be submitted to the Town Administrator, Purchasing Agent or Town designee. Town reserves the right to demand as much detail, information or documents as it deems necessary to verify accuracy of any payment requested, prior to payment. If Contractor fails to perform or provide the services in strict accordance with the RFP Documents and/or Contract, Town may deduct or retain from monies due, or which may become due to the successful proposer/vendor, or its assignee, such sum sufficient to pay the damages Town may suffer or shall be obliged to pay to remedy such failure or default. When requesting payment, Contractor shall not insert taxes, since the Town is exempt.

Nothing herein contained shall suggest or infer the amount of work to be provided with the proposed Contract. Contractor shall be paid for only actual services provided per the direction of the Secaucus Municipal Court. No minimum payment is suggested, inferred, implied or guaranteed.

- 11. Secaucus Pay To Play Ordinance (Chapter 26 of the Code of the Town Of Secaucus).** Chapter 26 of the Code of the Town of Secaucus (Pay To Play Reform Ordinance) prohibits any person, vendor, business, organization, association, entity, professional business entity or the like from entering into any contract or agreement with the Town of Secaucus to provide any goods or services, including professional services, without first reviewing said Chapter and attesting to full compliance with said Chapter, and further attesting to the fact that such person, or his/her business, organization, association, entity, professional business entity or the like is not and would not be in violation of said Chapter by entering into a contract with Town. A copy of the said Chapter is annexed hereto.

All vendors shall provide an executed Affidavit attesting to compliance with said Chapter, which Affidavit is annexed hereto. Vendors seeking to enter into the within contract shall review the copy of said Chapter, which is attached hereto and also available at the Office of the Secaucus Town Clerk or at the Official Website of the Town of Secaucus (<http://www.secaucusnj.org/>).

12. Affirmative Action Requirements.

Contractor agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1 et seq. The proposer/vendor agrees to the mandatory language and terms set forth below as required by N.J.A.C. 17:27-1.1 et seq. Prior to the execution of the Contract, the successful proposer/vendor will

submit (1) evidence that the proposer/vendor is operating under an existing federally approved affirmative action program, (2) a Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4, or (3) a completed initial Affirmative Action Employee Information Report (Form AA-302).

Mandatory Affirmative Action Language

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 or sex. Except with respect to affectional or sexual orientation, 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 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 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 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 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: (1) Letter of Federal Affirmative Action Plan Approval; (2) Certificate of Employee Information Report; or (3) 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.

13. Americans With Disabilities Act Of 1990.

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful proposer/vendor agrees to comply with the requirements of Title II of the Americans with Disabilities Act of 1990 ("Act"). The proposer/vendor agrees to the mandatory language and terms of the Act as follows:

The Contractor and the Town do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in a all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Town pursuant to this contract, the

Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Town in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Town, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Town grievance procedure, the Contractor agrees to abide by any decision of the Town which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Town or if the Town incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Town shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Town or any of its agents, servants, and employees, the Town shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Town or its representatives.

It is expressly agreed and understood that any approval by the Town of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Town pursuant to this Section.

It is further agreed and understood that the Town assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of the contract. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Town from taking any other actions available to it under any other provisions of the contract or otherwise at law.

14. New Jersey Business Registration Requirements.

The proposer/vendor shall comply with the requirements of the Business Registration law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). The proposer/vendor shall submit a copy of its business registration certificate with its bid. The mandatory language and terms of the Business Registration law are set forth below. For information on the Business Registration law go to: <http://www.state.nj.us/njbusiness/registration/>.

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.), or the Public School Contracts Law (N.J.S.A. 18A:18A-1, et seq.)

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and subcontractors of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to the Business Registration Law, N.J.S.A. 52:32-44, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

15. Miscellaneous Provisions.

A. Entire Contract. The terms, conditions and provisions of the Contract shall reflect the full understanding of the parties. There shall be no other enforceable terms, conditions or provisions with respect to Contract not contained therein. The Contract shall not be amended, altered, revised or changed except upon written agreement between the parties.

B. Severability; Jurisdiction. Should a court of competent jurisdiction determine that any sentence, paragraph, provision or portion of the Contract is improper or unenforceable, such determination shall not affect the remaining portions thereof. The Contract shall be subject to the laws of the State of New Jersey.

C. Organization. The placement, numbering, organization, font size, font boldness, underscoring, page layout and the like of the within RFP, including Legal Notice and other attachments, are done for convenience only. The Proposal Documents shall be

construed in its entirety with all words, terms, phrases, sentences, paragraphs, provisions, conditions and the like having full force and effect.