TOWN OF SECAUCUS

COUNTY OF HUDSON
STATE OF NEW JERSEY

PROFESSIONAL SERVICES SOLICITATION

FAIR & OPEN PUBLIC SOLICITATION PROCESS

PROFESSIONAL SERVICE: SEE: PROFESSIONAL SERVICES SOLICITED

SUBMISSION DATE: AUGUST 19, 2010

PUBLIC NOTICE TO PROFESSIONAL ENTITIES

INFORMATION FOR PROFESSIONAL SERVICES ENTITIES

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (EXHIBIT A)

BUSINESS REGISTRATION OF CONTRACTORS WITH GOVERNMENTAL AGENCIES

STANDARDIZED SUBMISSION REQUIREMENTS

CHECK LIST

SUBMISSION DOCUMENTS

TOWN OF SECAUCUS

PUBLIC NOTICE FOR THE SOLICITATION OF PROFESSIONAL SERVICE CONTRACTS FOR THE PERIOD OF AUGUST 24, 2010 THROUGH AUGUST 23, 2011

NOTICE IS HEREBY GIVEN that sealed submissions will be received by the Town Administrator, or designated representative, for the Town of Secaucus, County of Hudson, State of New Jersey on Thursday, August 19, 2010, 10:00 A.M. prevailing time, in Council Chambers II, Municipal Government Center, 1203 Paterson Plank Road, Secaucus, New Jersey 07094, then publicly opened and read aloud.

Standardized submission requirements and selection criteria are on file and available in the Town Clerk's Office.

Submission packages may be obtained at the Purchasing Office, (201) 330-2025, during regular business hours, 9:00 A.M. to 4:00 P.M., Monday through Friday, excluding holidays.

All professional service contractors are required to comply with the requirements of N.J.S.A. 52:32-44 (Business Registration of Public Contractors), N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Contract compliance and Equal Employment Opportunities in Public Contracts). Additionally all professional service contractors are required to comply with the requirements of the Town of Secaucus' Pay to Play Ordinance (No. 2009-12)(Code of the Town of Secaucus, Chapter 26).

Submissions by Corporations and Partnerships shall include a completed Disclosure of Ownership form (N.J.S.A. 52:25-24.2) and shall include a completed Non-Collusion Affidavit.

The Mayor and Council reserves the right to reject any or all submissions due to any defects or waive informalities and accept any submissions that in their judgment will be in the best interest of the Town. The Mayor and Council shall award the contract or reject all submissions no later than 60 days from receipt of the same.

By authorization of the Mayor and Council of the Town of Secaucus, Hudson County, New Jersey.

_____

Michael Marra, Town Clerk

Dated: August 4, 2010

TOWN OF SECAUCUS

PROFESSIONAL SERVICES SOLICITED

1A.1 MUNICIPAL COURT INTERPRETERS

TOWN OF SECAUCUS

INFORMATION FOR PROFESSIONAL SERVICES ENTITIES
(FAIR & OPEN PUBLIC SOLICITATION PROCESS)

1B.1 RECEIPT AND OPENING OF SUBMISSIONS

1B.1.1 OWNER AND PROJECT

The Town of Secaucus, Hudson County, New Jersey (hereinafter called the "OWNER") invites submissions for the service(s) mentioned in the Public Notice for Solicitation.

1B.1.2 TIME AND PLACE OF SUBMISSION OPENINGS

Town Administrator and/or his designated representative will receive submissions at the time and place mentioned in the Public Notice for Solicitation, and at such time and place will be publicly opened and read aloud.

1B.1.3 SUBMISSIONS NOT IN COMPLIANCE

The OWNER may waive any informality or reject any and/or all submissions, in accordance with the *Fair and Open Public Solicitation Process for Professional Service(s)* as set forth in N.J.S.A. 19:44A-20.4 et seq.

1B1.4 WITHDRAWING SUBMISSIONS

Submissions forwarded to the Town Administrator and/or his designated representative before the time of opening of submissions may be withdrawn upon written application of the professional services entity who shall be required to produce evidence showing that they are or they represent the principal or principals involved in the submission. Submission may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions. Once Submissions have been opened, they must remain firm for a period of sixty (60) days.

1B.2 QUALIFICATIONS OF PROFESSIONAL SERVICES ENTITIES

1.B.2.1 INDIVIDUALS PERFORMING TASKS

Name and roles of the individuals who will perform the tasks and descriptions of their education and experience similar to the services contained herein.

1.B.2.2 PAST PERFORMANCE

Documented past performance of same and/or similar service.

1.B.2.3 REFERENCES

References and record of success of same or similar service.

1B.2.4 DESCRIPTION OF ABILITIES

Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).

1B.2.5 COST DETAILS

If applicable, cost details including the hourly rates of each of the individuals who will be performing services, and all expenses.

1B.2.6 TECHNICAL PROCESS AND EQUIPMENT

Description of technical process and equipment used in performing the task(s).

1B.3 PREPARATION OF SUBMISSIONS

1B.3.1 COMPLETION OF SUBMISSIONS

Each submission must be provided on a Standardized Submission Form as supplied in the submission package, and signed by the professional services entity or principal thereof and shall contain the name, address, and telephone number of the professionals Services entity. All prices and amounts must be written in ink or preferably typewritten. Each signatory to the submission must initial all erasures or corrections. **Each submission shall be contained in a sealed envelope addressed to the Town of Secaucus Purchasing Department, 1203 Paterson Plank Road, Secaucus, New Jersey 07094 and shall specify the Appointment No. and Title for which the submission is provided. The submission is to be clearly marked "Sealed Submission Enclosed" and must be delivered at the place and time required or mailed so as to be received prior to the opening time set in the advertisement. Submissions received after the hour herein named or in unsealed envelopes shall not be considered.**

The Owner will not be responsible for submissions forwarded through the U.S. Mail or any delivery service if lot in transit at any time before submission opening, or if hand-delivered to incorrect location.

The submission shall be accompanied by (1) a Non-Collusion Affidavit, (2) a Disclosure of Ownership Form, (3) an Insurance Requirement Acknowledgment Form, (4) a Mandatory Equal Employment Opportunity Notice Acknowledgment, (5) a copy of the applicable Business Registration Certificate, (6) a Professional Services Entity Information Form, (7) a Qualifications Submission, and (8) an Acknowledgment of Corrections, Additions and Deletions Form.

All forms listed above, (#1 through #8) shall be completed in their entirety.

1B.3.2 ERRORS IN SUBMISSIONS

If applicable, in the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sum of the extended totals and the total submission submitted, the correct sum shall govern. Amounts written in words shall govern over the amounts written in numerals.

1B.4 TIME FOR AWARD OF CONTRACT

The OWNER shall award the contract or reject all submissions within such time as may be specified in the invitation for submission, but in no case more than 60 days, except that the submissions of any professional services entities who consent thereto may, at the request of the OWNER, be held for consideration for such longer period as may be agreed.

The award of the Contract for this service will not be made unless the Town Chief Financial Officer has certified the necessary funds in a lawful manner.

1B.5 MODIFICATIONS OF SUBMISSIONS

Any professional services entity may modify his submission by mail, courier or hand delivery at any time prior to the scheduled closing time for receipt of submissions. The OWNER, prior to the closing time, must receive such communication. The communication should not reveal the submission price but should provide the addition to or subtraction form or other modification so that the OWNER will not know the final price(s) or term(s) until the sealed submission is opened.

1B.6 REJECTION OF SUBMISSIONS

1B.6.1 MULTIPLE SUBMISSIONS NOT ALLOWED

More than one submission from an individual, a firm or partnership, a corporation or association of principals under the same or different names shall not be considered.

1B.6.2 UNBALANCED SUBMISSIONS

Submissions, which are obviously unbalanced, may be rejected at the option of the OWNER.

1B.6.3 RIGHT TO REJECT SUBMISSIONS

The right is reserved to reject any and all submissions in whole or in part if not in compliance with the standardized submission requirements.

1B.6.4 METHOD OF AWARD OF SUBMISSIONS

The right is reserved by the Town of Secaucus to award submissions on a *"service by service" basis, "per project" basis, in part or in whole* as determined by the Owner.

1B.6.5 RIGHT TO WAIVE INFORMALITIES RESERVED

The Owner expressly reserves the right to waive any informality in any submission, or to accept the submission, which is the OWNER'S judgment serves its best interests.

1B.7 PROFESSIONAL SERVICES ENTITY REFERRED TO LAWS

The attention of the professional services entity is especially directed to the provisions of Federal, State, County and Local Government statutes and regulations that may apply to the work.

IB.8 PAYMENT

Checks are processed by the Town of Secaucus's Finance Department approximately on the 30th day of each month. It is necessary that the approved signed vouchers be accompanied by an invoice and be submitted in advance of these dates.

1B.9 TRANSITIONAL PERIOD

In the event that a new contract has not been awarded prior to the contract expiration date, it shall be incumbent upon the professional services entity to continue the contract under the same terms and conditions until a new contract(s) can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

1B.10 FACSIMILE DOCUMENTS PROVIDED IN A SUBMISSION

Under no circumstances, on submission documents requiring authorized signatures, will the OWNER accept documents provided through facsimile machines.

1B.11 CONTRACT COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS.

Professional services entities are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

1B.12 GENERAL REQUIREMENTS/INFORMATION

The professional services entity shall guarantee any and all material and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the professional services

entity.

It is understood by the professional services entity that this submission is provided on the basis of standardized submission requirements prepared by TOWN OF SECAUCUS and the fact that any professional services entity is not familiar with these standardized submission requirement or conditions will not be accepted as an excuse.

NO MINIMUM PAYMENT IS IMPLIED OR GUARANTEED.

THE TOWN OF SECAUCUS reserves the right to cancel any contract entered into upon thirty (30) days written notice.

Contract Term: Pursuant to N.J.S.A. 40A:11-3(b), ..."contracts for professional services pursuant to subparagraph (i) of paragraph (a) subsection (1) of section 5 of P.L. 1971, c.198 (N.J.S.A. 40A:11-5) may be awarded for a period not exceeding twelve (12) consecutive months."

This solicitation is for one (1) year contract for services, from August 24, 2010 through August 23, 2011.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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 non-discrimination 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 subcontractors, 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 the 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 attempt in good faith to employ minority and female 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, and that it will discontinue to 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.

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:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

TOWN OF SECAUCUS

AMERICAN WITH DISABILITIES ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

The CONTRACTOR and the TOWN OF SECAUCUS (herein referred to as the "TOWN") does hereby agree that the provisions of Title 11 of the American with Disabilities Act of 1990 (the ""Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by entities in 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, it 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'S 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 ADA 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 paragraph.

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 Agreement. 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 this Agreement, 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 this Agreement or otherwise at law.

TOWN OF SECAUCUS

STANDARDIZED SUBMISSION REQUIREMENTS & SELECTION CRITERIA
(FAIR & OPEN PUBLIC SOLICITATION PROCESS
FOR PROFESSIONAL SERVICES)

The Town of Secaucus is seeking sealed submission in response to a Public Notice for the Solicitation of a Professional Service Contracts.

The standard submission requirements shall include:

1. Names and roles of the individuals who will perform the services/tasks and descriptions of their experience with projects similar to the services contained herein including their education, degrees and certifications.

2. References and record of success of same or similar service.

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff).

4. Cost details, including the hourly rates of each of the individuals who will perform services and time estimates for each individual, all expenses and total cost of "not to exceed" amount.

The selection criteria to be used in awarding contracts shall include:

1. Qualifications of the individuals who will perform the services/tasks and the amounts of their respective participation.

2. Experience and references.

3. Ability to perform the services/tasks in a timely fashion, including staffing and familiarity with the subject matter.

4. Cost consideration - including, but not limited to, historical costs for similar professional services, expertise involved and comparable costs for comparable public entities.

Please Note this Additional Requirement:

Professional services entities shall submit **one (1) original and two (2) additional sets** of their sealed submission, on January 19, 2010.

TOWN OF SECAUCUS

CHECKLIST

PROFESSIONAL SERVICE TITLE:

SUBMISSION DATE: AUGUST 19, 2010 - Thursday

The following items, as indicated below (X), shall be provided with the receipt of sealed submissions:

1. Non-Collusion Affidavit..... ____X____

2. Disclosure of Ownership Form..... ____X____

3. Insurance Requirement Acknowledgment Form.....____X____

4. Mandatory Equal Employment Opportunity
   Notice Acknowledgment.....____X____

5. Copy of your **Business Registration Certificate** as issued by the
   State of New Jersey, Department of Treasury,
   Division of Revenue.....____X____

6. Professional Service Entity Information Form.....____X____

7. Qualifications Submission.....____X____

8. Acknowledgment of Corrections, Additions or Deletions Form..____X____

Reminder

Please submit one (1) original and two (2) additional sets of the sealed submission.

TOWN OF SECAUCUS

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :
: SS.
COUNTY OF :

I, _____ of the _____
of _____, in the County of _____ and the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am _____

of the firm of _____

the Professional Service Entity making the submission for the above named Service, and that I executed the said submission with full authority to do so; that the Professional Service Entity has not, directly or indirectly, entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with the above named Service; and that all statements contained in said submission and in this affidavit are true and correct, and made with full knowledge that the Town of Secaucus relies upon the truth of the statements contained in said submission and in the statements contained in this affidavit in awarding the contract for said Service.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.

Subscribed and sworn to before me
this _____ day of _____, 2010

_____
Notary Public
State of _____
My Commission Expires _____

_____
(Signature of Professional)

_____
(Type or print name of Affiant and Title under signature)

TOWN OF SECAUCUS

DISCLOSURE OF OWNERSHIP FORM

N.J.S.A. 52:25-24.2 reads in part that "no corporation or partnership shall be awarded any contract by the State, County, Municipality or School District, or any subsidiary or agency thereof, unless prior to the receipt of the submission of the corporation or partnership, there is provided to the public contracting unit a statement setting form the names and addresses of all individual who own 10% or more of the stock or interest in the corporation or partnership".

1. If the professional service entity is a *partnership*, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.

2. If the professional service entity is a *corporation*, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.

3. If a corporation owns all or part of the stock of the corporation or partnership providing the submission, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.

4. If the professional service entity is other than a corporation or partnership, the contractor shall indicate the form of corporate ownership as listed below.

COMPLETE ONE OF THE FOLLOWING STATEMENTS:

I. Stockholders or Partners owning 10% or more of the company providing the submission:

Name: ADDRESS:

_____

_____

_____

SIGNATURE; _____ DATE: _____

II. No Stockholder or Partner owns 10% of more of the company providing this submission:

SIGNATURE: _____ DATE: _____

III. Submission is being provided by an individual who operates as a sole proprietorship:

SIGNATURE: _____ DATE: _____

IV. Submission is being provided by a corporation or partnership that operates as a (check one of the following):

_____Limited Partnership _____ Limited Liability Corporation

_____Limited Liability Partnership _____ Subchapter S Corporation

SIGNATURE: _____ DATE: _____

TOWN OF SECAUCUS

INSURANCE REQUIREMENTS AND ACKNOWLEDGMENT FORM

Certificate(s) of Insurance shall be filed with the Town Clerk's Office upon award of contract by the Mayor and Council.

The minimum amount of insurance to be carried by the Professional Service Entity shall be as follows:

PROFESSIONAL LIABILITY INSURANCE

Limits shall be a minimum of $1,000,000.00 for each claim and $1,000,000.00 aggregate each policy period.

Acknowledgment of Insurance Requirement:

_____ _____

(Signature) (Date)

_____

(Printed Name and Title)

TOWN OF SECAUCUS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful professional service entity's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

The successful professional service entity shall submit to the Town of Secaucus, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter):

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and distributed to the Town of Secaucus to be completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Town of Secaucus during normal business hours.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY: _____

SIGNATURE: _____ PRINT NAME: _____

TITLE: _____ DATE: _____

TOWN OF SECAUCUS

PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name:_____

Address: _____

Telephone No.: _____ Social Security No.: _____

Fax No.: _____ E-Mail:_____

If individual has a TRADE NAME, give such trade name:

Trading As: _____ Telephone No.: _____

****

If the Professional Service Entity is a **PARTNERSHIP**, give the following information:

Name of Partners: _____

Firm Name: _____

Address: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail:_____

Social Security No.: _____

Signature of authorized agent: _____

****

If the Professional Service Entity is **INCORPORATED**, give the following information:

State under whose laws incorporated: _____

Location of principal office: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail: _____

Name of agent in charge of said office upon whom notice may be legally served:

_____

Telephone No.: _____ Name of Corporation: _____

Signature: _____ By: _____

Title: _____ Address: _____

TOWN OF SECAUCUS

SUBMISSION FORM

1. **Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degree and certifications:**

_____

_____

_____

_____

_____

_____

_____

_____

2. **References and record of success of same or similar service:**

_____

_____

_____

_____

_____

_____

_____

_____

3. **Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):**

_____

_____

_____

_____

_____

_____

_____

4. **Cost details, including the hourly rates of each of the individuals who will perform services and all expenses:**

_____

_____

_____

_____

_____

_____

_____

_____

Note: Attach additional sheets as necessary.

Firm _____ Date:_____

Authorized Representative (Print): _____

Signature: _____ Title: _____

Telephone No.: _____ Fax No.: _____

TOWN OF SECAUCUS

ACKNOWLEDGMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, _____

of the firm _____

hereby acknowledge that any corrections, additions and/or deletions have been initialed and dated in this Submission Package.

_____
(Signature)

_____
(Type or print name of Affined and Title, under signature)

_____
(Date)

END OF SUBMISSION PACKAGE

REQUEST FOR PROPOSALS
FOR
DESIGNATION OF MUNICIPAL COURT
INTERPRETERS

DATE OF ISSUE:

The Town of Secaucus requests the submission of proposals from qualified Interpreters of all languages wishing to be appointed Interpreters for the Secaucus Municipal Court. The Interpreters/Interpreting Service whose proposal is determined to be the most beneficial to the Town in accordance with the specific criteria outlined below shall be appointed as the Municipal Court Interpreters/Interpreting Service. The successful proposer, or its interpreters, must have passed a certification test administered by the NJ Administrative Office of the Courts or certification by any state/federal agency recognized by the Administrative Office of the Courts as equivalent or superior to the screening or certification test administered by the NJ Administrative Office of the Courts.

The duties of the Municipal Court Interpreters shall be as follows:

(These examples of work are to be performed by utilizing English and other language as required).

Interprets consecutively into multiple and other language questions by attorneys, pro se parties, or by the Judge, and consecutively interprets answers given in other language by defendants, parties, and witnesses into English.

Sight translates other language or English documents as required during a proceeding, hearing, interview, other municipal court-related communicative event.

Requests of the municipal judge a clarification of statements made by the speaker, if

necessary, when unable to understand them or express a word or thought.

Operates interpreting equipment when performing simultaneous interpreting at proceedings.

Interprets simultaneously when required at proceedings all statements made by the parties, Judge, attorneys, and witnesses.

Collects data for the computation and submission of statistical records/reports regarding professional services delivered.

Analyzes data from statistical records/reports regarding professional services delivered. Coordinates free-lance interpreting services for the Municipal Court.

Interprets at interviews and other communications between municipal court personnel and parties, defendants, witnesses, and the public.

Attends training aimed at maintaining/improving professional interpreting/translating skills.

Produces translations into English of letters, legal documents, and other materials written in other language which are submitted to the Court.

Proofreads documents translated by outside sources for accuracy.

Maintains records of interpreting/translating activities.

Will be required to learn to utilize various types of electronic and/or manual recording and information systems used by the agency, office, or related units.

In order to assure most favorable consideration by the evaluation committee (discussed below), proposals shall contain information regarding the applicable knowledge and abilities of the proposer, including:

Knowledge of the Code of Professional Conduct for Interpreters, Transliterators, and Translators and the Standards for Interpreted Proceedings.

Knowledge of theory, methods, techniques, ethics, and standards of interpreting/translating.

Knowledge of phonology, vocabulary, grammar, and dialectology of English and other language. Knowledge of methods, techniques, and procedures used in interpreting in the sight, simultaneous, and consecutive modes.

Ability to operate interpreting equipment when performing simultaneous interpreting at proceedings after a period of training.

Ability to understand and interpret legal terminology in English and the equivalents in other language.

Ability to translate forms, letters, and other court-related documents from English into other language and from other language to English.

Ability to interpret in sight, consecutive, and simultaneous modes for proceedings, hearings, interviews, and other court-related communicative events.

Ability to acquire knowledge of the court system protocol during court proceedings and in less formal court related interactions.

Ability to keep clear, concise, and informative records and reports.

Ability to utilize various types of electronic and/or manual recording and information systems used by the agency, office, or related units.

Ability to read, write, speak, understand, and communicate in English and other language enough to perform the duties of this position.

In addition, proposers must also submit the following:

1. A minimum of two (2) letters of recommendation preferably from a Municipal Court for whom the proposer has worked in the past five (5) years as an Interpreter; and
2. A statement of corporate ownership and of compliance with state laws governing equal employment opportunity ad affirmative action, the forms of which are both annexed hereto.
3. A price per court session (estimated to be three hours per session) for the first and second years of the contemplated two year contract.

The Town has established a committee of three (3) persons to evaluate each of the proposals. The following criteria and relative importance weighting will be applied in the evaluation of the proposals:

(1) History and Experience in Performing the Subject Interpreting Services - 20%;

(2) Availability of personnel, facilities, equipment and other resources deemed necessary to adequately provide the Subject Interpreting Services - 20 %;

(3) Qualifications and experience of employees - 20 %;

(4) The strength (or weakness) of the required Letters of Recommendation - 15 %;

(5) Cost per Court Session - 25 %

The five (5) proposal criteria outlined above will be independently evaluated by the three (3) committee members who will assign a value of between one (1) and ten (10), with ten (10) being the most favorable. The average of the three (3) scores for each criteria will then be multiplied by the applicable weighting percentage set forth above. The product of the average score times the weighting percentage for each criteria will then be added together to arrive at a

total score for the proposal. The total scores for all proposals will then be compared and the proposal bearing the highest total score will be awarded a two (2) year contract.

The foregoing computation is believed to promote an evaluation process that will result in the selection of the proposal that will be most advantageous to the Town and its residents, price and other relevant factors considered.

An original plus two (2) copies of each proposal shall be forwarded to:

TOWN OF SECAUCUS

Municipal government Center Secaucus, New Jersey 07094 Attention: Linda Carpenter, Purchasing Agent

Deadline for submission of proposals: **, 2010 at 10:00 a.m.**

The Town of Secaucus retains the right to reject any and all proposals or to award a contract to the interpreter whose proposal is deemed to be most advantageous to the Town, taking in to account all of the evaluation factors cited above. The Town of Secaucus reserves its right after all proposals are received and opened, but prior to completing the evaluation of proposals, to request interviews with or presentations from vendors of its choice. Upon completion of the. evaluation process, proposers will be notified of the committee's decision in this matter within thirty (30) days of the deadline set for receipt of proposals.

TOWN OF SECAUCUS

By: _____
LINDA CARPENTER
Purchasing Agent

Dated: