



**New Hampshire
Employment
Security**

www.nhes.nh.gov

"We're working to keep New Hampshire working"

ADMINISTRATIVE OFFICE

45 SOUTH FRUIT STREET
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

July 6, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into a contract with Telelanguage, Inc. (VC#173251), Portland, Oregon, in the amount not to exceed \$36,000.00 for telephone language translation services at NHES's office statewide from the date of Governor and Council approval through June 30, 2018. 100% Federal funds.

Federal funds to support this request are anticipated to be available in the following account in State FY 2016 and State FY 2017 forward upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

02 - 27 - 27 - 270010 - 8040	DEPT OF EMPLOYMENT SECURITY	<u>SFY 2016</u>	<u>SFY 2017</u>	<u>SFY 2018</u>
10 - 02700 - 80400000 - 020 - 500252	Miscellaneous	\$12,000	\$12,000	\$12,000
	Vendor Code: 173251 Telelanguage, Inc.			
	RQ#: TBD			

EXPLANATION

NHES is requesting approval of the attached contract for telephone language translation services. The contract total of \$36,000.00, \$12,000.00 per year, is for the period from the date of Governor and Council through June 30, 2018.

A competitive bid process was undertaken for telephone translation services at NHES's offices statewide. A "Request For Proposal" (RFP) was sent to two (2) vendors, both of which were obtained from an agency vendor database as no vendors responded to our advertisements. Two (2) vendors submitted bids. A review of the submitted bids resulted in the selection of the lowest responding bidder. An RFP list with bid and non-bid responses is attached.

Respectfully submitted,

George N. Copadis
Commissioner

GNC/jdr
Attachments

Subject:

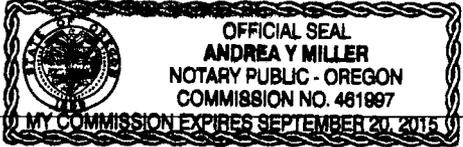
Telephone/VRI Translation

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Employment Security		1.2 State Agency Address 45 South Fruit Street, Concord, NH 03301	
1.3 Contractor Name Telanguage, Inc. VC #173521		1.4 Contractor Address 514 SW 6th Ave, 4th Floor, Portland, OR, 97204	
1.5 Contractor Phone Number 503-459-5665	1.6 Account Number 010-027-8040-020-0252	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$36,000.00
1.9 Contracting Officer for State Agency George N. Copadis, Commissioner		1.10 State Agency Telephone Number 603-228-4000	
1.11 Contractor Signature <i>[Signature]</i>		1.12 Name and Title of Contractor Signatory TEJAN BERNAL PROJECT MANAGER	
1.13 Acknowledgement: State of <u>Oregon</u> , County of <u>Multnomah</u> On <u>6/2/2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Andrea Y. Miller</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Andrea Y. Miller			
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory George N. Copadis, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>7/2/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
 - 8.1.2 failure to submit any report required hereunder; and/or
 - 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 - 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
 - 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
 - 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

EXHIBIT A

GENERAL

New Hampshire Employment Security (NHES) intends to contract for telephone translation services, including VRI – Video Remote Translation, as needed, at NHES facilities across the state. Contractor is responsible for any permits that may be required for any job performed under this contract.

SCOPE

Work consists of labor, tools, equipment and transportation necessary to provide all phases of Telephone Translation services, including VRI, as needed at NH Employment Security facilities across the state. Contract is for a period of three NHES fiscal years.

Contractor will ensure confidentiality is a priority and will guarantee all work is confidentially treated.

Contractor will provide court certified translators as needed.

Contractor will work professionally, in a manner compliant with existing municipal, state, and federal safety laws, rules, regulations and standards including but not limited to OSHA and U.S. Department of Labor, to ensure safety of workers, NHES staff and the general public.

NHES reserves the right to request Contractor removes any employee from NHES work for any reason NHES deems appropriate. Work will be compliant with bid specifications and Exhibit A.

SPECIFICATIONS

- Contractor will provide telephone/VRI translators from English into as many as 140 languages.
- NHES callers will have access to interpreters 8AM-4:30PM Eastern Standard Time.
- Usage will be billed in one-minute increments.
- Price will be based on language request, time of day, and volume discounts.
- Any monthly fee will be applied against usage.
- Enrollment fee, if applicable, will include unlimited access to all language tiers.
- Contractor will offer a one-time fee for unlimited VRI access for all NHES computers. N/A
- Contractor will notify NH Employment Security when 80% of usage per year is used.

EXHIBIT B

INVOICE

Contractor will invoice NH Employment Security monthly. NH Employment Security will make payment through normal state payment process, which is up to 30 days following receipt of approved invoice.

Contractor agrees to provide services indicated in Exhibit A, and in RFP/B, at prices quoted in bid and shown below. Contractor will perform specified services in a professional manner, in accordance with specifications.

Per Minute Rates:	8:00 AM – 4:30 PM		Nights/Weekends/Holidays	
<u>Language</u>	VRI	Telephone	VRI	Telephone
ASL	\$3.75	N/A	\$3.75	N/A
Spanish	\$2.75	\$0.67	\$2.75	\$0.67
All available languages	\$2.75	\$0.89	\$2.75	\$0.89

Languages include but are not limited to:

- | | | | |
|--------------|-------------------|--------------------|----------------|
| 1) Armenian | 6) French | 11) Korean | 16) Russian |
| 2) Cambodian | 7) German | 12) Liberian Krahn | 17) Tagalog |
| 3) Cantonese | 8) Haitian Creole | 13) Mandarin | 18) Thai |
| 4) Chinese | 9) Italian | 14) Polish | 19) Urdu |
| 5) Farsi | 10) Japanese | 15) Portuguese | 20) Vietnamese |

FY 16: \$12,000.00 FY17: \$12,000.00 FY18: \$12,000.00

Total agreement not to exceed \$36,000.00

NHES expects unused fiscal year funding to be available in subsequent fiscal years, for duration of contract. NHES expects flexibility regarding authorized funding, for use as needed. Contract will allow for purchases as needed, in regards to equipment that may be necessary to facilitate translations needs.

Monthly itemized invoice must show sufficient detail. Invoice will include:

- A. Date & time of translation
- B. Language requested
- C. Hourly rate and extensions
- D. Access code information

Invoices will be sent to:

NH Employment Security
Helen A. Dinsmore
45 South Fruit St
Concord, NH, 03301

EXHIBIT C

TERM & EXTENSION

This agreement will be for a term beginning upon Governor and Council approval and terminating on June 30, 2018.

TERMINATION

If Contractor fails to perform services as required, this agreement will, without notice, become void and of no effect, with no liability to NH Employment Security beyond date Contractor fails to perform required services.

Either party may terminate this agreement at any time. Party requesting termination must give written notice, by certified mail, at least thirty (30) days prior to effective date of termination.

NHES may close or relocate facilities. Should this occur services for closed facility/ies will discontinue or relocate to new address. Contractor will be notified thirty (30) days prior to effective date of closure/relocation whenever possible.

SUB-CONTRACTING

Contractor will not assign, subcontract or otherwise transfer any duty, obligation, or written task required by this agreement without prior consent of NH Employment Security.

DEBARMENT CERTIFICATION, SUSPENSION, OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

Contractor certifies that primary participant, and its principals, to the best of his knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency. Contractor will inform NH Employment Security of any changes in status regarding this statement.

DAVID-BACON ACT – N/A

Davis-Bacon Act and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for construction, alteration, or repair - including painting and decorating, of public buildings or public works.

AMERICANS WITH DISABILITIES ACT

The undersigned agrees to comply with all Federal, State and Local ADA rules and regulations.

PAYMENT and PERFORMANCE BONDS – N/A

Contractor agrees to comply with The Miller Act bond requirement and NHRS 447:16. **A Payment Bond**, with a surety satisfactory for **protection of all persons supplying labor and material in carrying out work provided for in the contract**. Amount of **payment bond will equal total amount payable by terms of contract** unless officer awarding contract determines, in a writing supported by specific finds, that a payment bond in that amount is impractical, in which case contracting officer will set amount of payment bond. Amount of bond will not be less than total amount of contract **A Performance Bond** is required to cover costs of entire project and ensure project completion, should contractor fail to complete project, without additional funds being expended by NH Employment Security.

CONFIDENTIAL NATURE OF DEPARTMENT RECORDS AND INFORMATION

Contractor agrees to maintain the confidentiality of data obtained in the course of its work under this agreement and to comply with all federal and state laws regarding the confidentiality of such information. Stated below are the material portions of the New Hampshire Employment Security Law (RSA-282-A), together with pertinent explanatory statements concerning the confidential nature of Department records:

282-A:118 - Reports or Statement; Confidentiality...." Information....obtained from any individual, claimant or employing unit pursuant to the administration of this chapter shall be held confidential and shall not be published or open to public inspection in any manner revealing the individual's or employing unit's identity" (except as specifically provided by law).

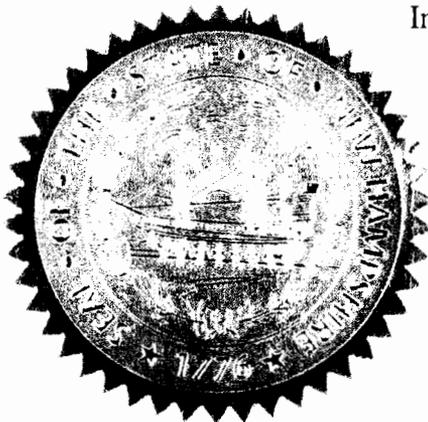
282-A:121 - Penalty. "Any employee of the Department of Employment Security, member of an Appeal Tribunal, or any individual, corporation, association, partnership or other type of organization, who lawfully obtains or sees records, reports or information obtained in administration of this chapter who violates any provision of this subdivision shall be guilty of a misdemeanor."

It should be understood, without any reservation, that unless you have been specifically authorized to release confidential information you are prohibited from doing so. All requests for information, even a Department employee's request for information, unless you know that his or her job involves such, should be referred to your Department contact. To reveal information made confidential by the statute, will immediately place your contract in jeopardy and also make likely criminal prosecution as provided in Section 121.

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Telelanguage, Inc., a(n) Oregon corporation, is authorized to transact business in New Hampshire and qualified on June 16, 2015. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of June, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

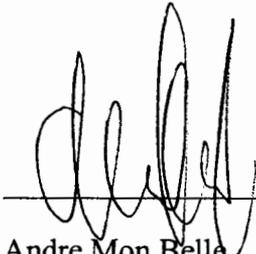
Written Consent

The undersigned, being all of the Officers of Telelanguage, Inc. a Portland, Oregon corporation, hereby authorizes Tim Bernal to sign all needed documents for the State of New Hampshire Interpretation contract on behalf of Telelanguage, Inc.



Leslie Mon Belle

Co-President



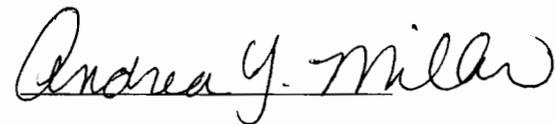
Andre Mon Belle

Co-President



Tim Bernal

Project Manager

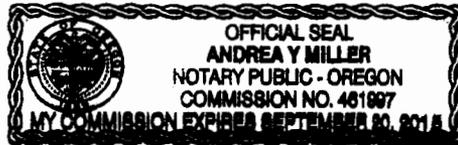


Signature of Public Notary

Multnomah County

Commission expires: *Sept. 20, 2015*

Date *June 11, 2015*





CERTIFICATE OF LIABILITY INSURANCE

TELEL-1 OP ID: CD

DATE (MM/DD/YYYY)
06/05/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leonard Adams Insurance, Inc. 5201 SW Westgate Dr, Suite 300 Portland, OR 97221 J. Darrin Gross	CONTACT NAME: J. Darrin Gross	
	PHONE (A/C, No, Ext): 503-296-0077	FAX (A/C, No): 503-296-0044
E-MAIL ADDRESS: darring@lacoinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Sentinel Insurance Company		11000
INSURER B: SAIF		
INSURER C: Travelers Property Casualty		36161
INSURER D: Scottsdale Indemnity Company		15580
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		52SBAPW5861	03/17/2015	03/17/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
A	AUTOMOBILE LIABILITY		52SBAPW5861	03/17/2015	03/17/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		52SBAPW5861	03/17/2015	03/17/2016	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		36-200001-15032-178235	03/17/2015	03/17/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liab		EKI3152929	03/17/2015	03/17/2016	Per Occ 1,000,000
	Claims Made Form					\$5,000 RETENTION

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER		CANCELLATION	
NHES45S NHES 45 South Fruit Street Concord, NH 03301		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE J. Darrin Gross <i>J. D. Gross</i>	

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Telephone Translation

BID OPENING: 5/22/15 @ 2:00 PM

2 RFPs Distributed: 0 Ad; 0 Internet; 2 NHES Database Responses 2 Bids Submitted

Vendor Bid Ascertained Via	Vendor Information		VRI	BID Per Minute	PHONE
Language Line Alisa Smith	PO Box 202564, Dallas TX, 75320 877-862-1302 Asmith@languageline.com	ASL Spanish All Others There is an annual charge of \$3,500 for VRI unlimited licensing	\$3.35 \$2.00 \$2.50		\$0.80 \$0.94
Telelanguage Miriam Ludlow	514 SW 6th Ave. 4th Fl, Portland, OR, 97204 503-535-2178 mludlow@telelanguage.com	ASL Spanish All Others There is no annual charge for VRI unlimited licensing	\$3.75 \$2.75 \$2.75		\$0.67 \$0.89

Ads: Union Leader, NH-PTAP, Construction Summary, Onvia, MyBid, Reed Business, IsQft, McGraw-Hill, Works In Progress, etc.
NHES Database: All bidders previously responding to similar NHES projects advertised in Newspaper or on Internet.