



ADMINISTRATIVE OFFICE  
45 SOUTH FRUIT STREET  
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER  
RICHARD J. LAVERS, DEPUTY COMMISSIONER

June 7, 2021

His Excellency, Governor Christopher T. Sununu  
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# 173521), Portland, Oregon, in the amount not to exceed \$30,000.00 for telephone interpretation services at NHES offices statewide from July 1, 2021 or the date of Governor and Council approval, whichever is later, through June 30, 2024. 100% Federal funds.

Federal funds are available in the following account(s) for State Fiscal Year 2022, and are anticipated to be available in SFY 2023 and SFY 2024, contingent upon the availability and continued appropriation of funds in future operating budgets, with the authority to adjust encumbrances between SFYs through the Budget Office, if needed and justified.

		<u>SFY 2022</u>	<u>SFY 2023</u>	<u>SFY 2024</u>
02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY			
230-500765	Interpreters	\$10,000	\$10,000	\$10,000

**EXPLANATION**

NHES is requesting approval of the attached agreement for telephone interpretation services. The contract total of \$30,000.00 is for the period from July 1, 2021 through June 30, 2024.

Competitive proposals were sought for telephone interpretation services at NHES offices statewide. Request for Proposal (RFP) NHES 2021-03 was publicly issued on March 22, 2021 to obtain qualified vendors. The RFP was posted to both the NH Procurement and Support Services and NHES websites. Also, email notice was sent to 33 individuals representing 23 different interpreter organizations.

A total of thirteen (13) proposals were received by the due date of April 21, 2021. The proposer with the highest score was selected. A copy of the detailed proposal scoring sheet is attached.

Respectfully submitted,

George N. Copadis  
Commissioner



New Hampshire Department of Employment Security

Scoring Sheet

RFP # NHES 2021-03

Telephone Interpretation Services

Issue Date: March 22, 2021

Due Date: April 21, 2021

	MAXIMUM POINTS	ADASTRA	LANGUAGE LINE SOLUTIONS	VISUAL LANGUAGE PROFESSIONALS	WORLD WIDE INTERPRETERS	TELELANGUAGE	UNITED LANGUAGE GROUP	911 INTERPRETERS	BAYSTATE INTERPRETERS, INC	GLOBO	LANGUAGE BANK	LTC LANGUAGE SOLUTIONS	FOUR CORNERS TRANSLATION LLC	SLUSA
<b>TECHNICAL PROPOSAL</b>	<b>60</b>													
With the following potential maximum scores for each Technical Proposal category:														
1) Relevant Experience and Overall Qualifications.	25	16	24	8	12	25	15	21	9	23	20	21	11	21
2) Vendor team, Staffing and Ability to meet RFP Requirements.	20	14	17	3	3	20	3	13	8	19	16	4	8	5
3) References from clients for whom interpreter services have been performed, with an additional 3 points reserved for public sector client references.	15	15	15	8	12	15	13	15	10	10	15	13	13	15
<b>PRICE PROPOSAL</b>	<b>40</b>	39	24			31		40		35	19			
<b>TOTAL</b>	<b>100</b>	<b>84</b>	<b>80</b>	<b>19</b>	<b>27</b>	<b>91</b>	<b>31</b>	<b>89</b>	<b>27</b>	<b>87</b>	<b>70</b>	<b>38</b>	<b>32</b>	<b>41</b>
<b>RANK</b>		<b>4</b>	<b>5</b>	<b>13</b>	<b>11</b>	<b>1</b>	<b>10</b>	<b>2</b>	<b>12</b>	<b>3</b>	<b>6</b>	<b>8</b>	<b>9</b>	<b>7</b>

**EVALUATION TEAM:**

Erik Bal, Counsel

Sarah Morrissey, Administrator

Jill Revels, Business Administrator

RFP was posted to two state websites and previous proposers were notified.

13 Proposal(s) Submitted

13 Responding Vendor(s)

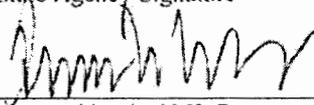
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Employment Security		1.2 State Agency Address 45 South Fruit Street Concord, NH 03301	
1.3 Contractor Name Telelanguage Inc.		1.4 Contractor Address 610 SW Broadway, Suite 200 Portland, OR 97205	
1.5 Contractor Phone Number 503-459-5683	1.6 Account Number 10-027-80400000-230-500765	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$30,000.00
1.9 Contracting Officer for State Agency Jill Revels		1.10 State Agency Telephone Number 603-224-3311	
1.11 Contractor Signature  Date: 5-27-21		1.12 Name and Title of Contractor Signatory Tim Bernal, Project Manager	
1.13 State Agency Signature  Date: 5/27/21		1.14 Name and Title of State Agency Signatory George N. Copadis, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: /s/ Stacie M. Moeser On: June 6, 2021			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials TB  
 Date 5/27/21

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8. the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

**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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A**

**1 ADDITIONAL PROVISIONS**

**1.1 Term And Extension**

This Agreement will begin July 1, 2021 or upon Governor and Council approval, whichever is later, and remain in effect until June 30, 2024, unless terminated sooner as provided for in the applicable contract provisions.

**1.2 Contract Documents**

Standard terms and conditions are set forth in the Standard State Contract form, P-37. In the case of any conflict in terms between Exhibit A and the P-37, the provisions of the P-37 form will control.

**1.3 Confidentiality And Criminal Record**

Contractor and each of its employees working on NHES property will be required to sign and submit a **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** prior to the start of any work under this Agreement. 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. It should be understood, without any reservation, that unless you have been specifically authorized to release confidential information by NHES you are prohibited from doing so. All requests for information should be referred to NHES. To reveal information made confidential by statute, will immediately place your contract in jeopardy and also make likely criminal prosecution as provided for in RSA 282-A:121. The Contractor has represented that its administrative staff and interpreter staff undergo NH criminal background checks as part of the hiring process.

**1.4 Insurance**

Contractor will furnish a Certificate of Insurance as evidence of the existence of Comprehensive General Liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per claim and \$2,000,000 per incident. Contractor agrees to maintain Workers' Compensation and employer's liability insurance for all Contractor employees engaged in the performance of the Agreement and provided updated certificates for such coverage.

**1.5 Sub-Contracting**

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

**1.6 Vendor Application/Alternate W-9**

In connection with this Contract, the Contractor shall have completed and filed a Vendor Application and Alternate W-9 Form with the New Hampshire Bureau of Purchase and Property.

### **1.7 Americans With Disabilities Act**

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

### **1.8 Non-Discrimination**

In connection with the furnishing of services under the Contract, the Contractor agrees to comply with all laws, regulations, and orders of Federal, State, County or Municipal authority which impose any obligations or duties upon the Contractor, including but not limited to civil rights laws, non-discrimination laws and equal opportunity laws. During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, disability, national origin, marital status or veteran status, and will take appropriate steps to prevent such discrimination.

### **1.9 Termination For Convenience**

If Contractor fails to perform services as required, this Agreement may be terminated for cause as provided in the P-37 contract form. Either party may terminate this Agreement for convenience at any time prior to effective date of termination by giving sixty (60) days advance written notice of intent to terminate to the other party.

### **1.10 Certification Regarding Debarment, Suspension And Other Responsibility Matters In Primary Covered Transactions**

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

### **1.11 Never contract with the enemy**

Pursuant to 2 CFR 183.300, none of the funds received under this contract shall be provided directly or indirectly to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

### **1.12 Prohibition on certain telecommunications and video surveillance services and equipment**

Pursuant to 2 CFR 200.216, none of the funds received under this contract or any extension shall be used to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Contractor Initials TB  
Date 5-27-21

**1.13 Rights to Inventions Made Under a Contract or Agreement (if applicable)**

Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**1.14 Clean Air Act and the Federal Water Pollution Control Act (if applicable)**

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**1.15 Byrd Anti-Lobbying Amendment (if applicable)**

For contracts in excess of \$100,000, the Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award/contract.

**EXHIBIT B**

**2 SCOPE OF SERVICES**

**2.1 Overview**

NHES administers unemployment benefits, collects the taxes from employers which fund those benefits, and oversees programs assisting unemployed and employed individuals in finding and gaining employment. In its delivery of services, NHES strives to ensure that information about its programs is accessible to individuals with limited English proficiency (LEP) and individuals who are deaf or hard of hearing.

**2.2 Deliverables**

The scope of services to be provided by Telelanguage, Inc. (the "Contractor") under this Agreement will consist of performing all work, to include providing all labor, materials, tools, equipment and transportation, necessary to provide telephone interpretation services, including VRI-Video Remote Interpreting at its offices statewide. Communications will often involve sensitive and confidential information and must be handled appropriately and professionally.

The Contractor's Technical and Cost Proposal submitted in response to RFP# NHES 2021-03 for Statewide Telephone Interpretation Services is hereby incorporated by reference into this Agreement.

Work under this Agreement will consist of scheduling and providing all work, labor, materials, tools, equipment, and transportation necessary to provide telephone interpretation through any and all phases of an individual's interaction with NHES. Interpreter services will be provided on an as-needed basis, and no minimum amount of work is guaranteed under the Agreement. Telephone interpretation should be conducted accurately and faithfully to convey full meaning of the source language. Interpretations should reflect the style, register and cultural context of the source message without omissions, additions, or embellishments.

In NHES' experience, language interpretation services have been used most frequently to assist individuals applying for unemployment benefits and/or seeking reemployment services and information via the telephone, the NHES website or at one of NHES' twelve (12) full service and two (2) itinerant offices. Interpretation services may be used when claimants require assistance at administrative hearings relating to benefits. Telephone interpretation services may also be used periodically in other phases of interaction, including but not limited to individual and group meetings such as Benefits Rights Interviews (BRIs), investigation interviews, and individual reemployment services and workshops.

Contractor will:

- a. Provide telephonic interpretation (from English to another language or vice versa) including VRI-Video Remote Interpreting for NHES' LEP and deaf and hard of hearing customers in a professional manner.

Contractor Initials TB  
Date 5-27-21

- b. Ensure all interpreters furnished are professionally trained with a verified level of fluency in the specified target language and American Sign Language (ASL), with certification by the National Association of the Deaf-Registry of Interpreters for the Deaf (NAD-RID). The Contractor shall ensure interpretation services are technically correct, culturally proper and meet applicable ethical standards in the field of ASL interpretation in accordance with the NAD-RID Code of Professional Conduct.
- c. Provide telephone interpretation, including VRI-Video Remote Interpreting at NHES facilities in up to twelve (12) full service and two (2) itinerant locations statewide and off-site as needed. See **Attachment A** for a list of NHES facility locations.
- d. Provide access to 200+ languages and dialects (including less frequently requested languages) and provide a list of the available languages and dialects.
- e. Provide trained and experienced personnel including court certified interpreters qualified to interpret legal proceedings.
- f. Provide a clearly defined and effective pre-connection protocol and a live customer support process in place to facilitate the timely and proper assignment of each language request to a qualified interpreter.
- g. Provide conference call capability.
- h. Provide telephone interpretation services on an as-needed basis. While interpretation services will be needed primarily during NHES office hours, Monday through Friday, between 8:00 a.m. and 4:30 p.m., services must be available twenty-four (24) hours, seven (7) days per week, three hundred sixty-five (365) days per year for special circumstances.
- i. Provide a pin code system or other means to enable staff accessing telephone interpretation services to enter a (9) digit code for each call placed to identify department/section usage. This (9) digit code must be included on the appropriate line of each billing statement sent to NHES for approval and payment.
- j. Invoice on a monthly basis and contain usage in one-minute increments. The monthly itemized invoice will show sufficient detail including but not limited to agency code, code of the individual placing the call, date, time and duration of call, language requested, rate, and total.

Contractor Initials TB  
Date 5-27-21

**EXHIBIT C**

**3 PRICE TERMS**

**3.1 Pricing In Accordance With Proposal**

The Contractor agrees to provide NHES with services as indicated in **Exhibit B** of this Agreement at prices quoted in the Proposal and as shown below. The Contract is for a term beginning July 1, 2021 or upon Governor and Council approval, whichever is later, and continuing through June 30, 2024. Any request for service through the end of that term is covered in accordance with the terms set forth herein.

Language	Rate per Minute	
		Monday - Friday 8:00AM-4:30PM EST plus Nights, Weekends & Holidays
Spanish	\$	0.63
All others	\$	0.80
ASL via VRI	\$	2.49
Spanish via VRI	\$	0.99
All others via VRI	\$	1.29

Rates are all-inclusive

**Total Contract Cost Not to Exceed: \$30,000.00**

	Year 1	Year 2	Year 3	Total
Estimated Breakdown by Year	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00

**3.2 Invoices**

The Contractor will invoice NHES on a monthly basis and must contain sufficient details.

NHES will make payment within thirty (30) days following receipt of approved invoices in accordance with the normal State payment process.

Contractor Initials TB  
Date 5-7-21

Invoice must include the following:

- Agency code;
- Date, time and duration of interpretation;
- Language requested;
- Hourly rate and extensions; and
- Access code information (provided by the individual placing the call).

Invoices should be addressed to:     New Hampshire Employment Security  
  ATTN: Fiscal Management Section  
  45 South Fruit Street  
  Concord, NH 03301

Invoices should be e-mailed to: [accountspayable@nhes.nh.gov](mailto:accountspayable@nhes.nh.gov)

Stevens Amendment: This contract is supported by the Employment and Training Administration (ETA) of the U.S. Department of Labor (USDOL) as part of awards totaling approximately \$25M, the Veterans Division (VETS) of the U.S. Department of Labor (USDOL) as part of awards totaling approximately \$1M with approximately 45% financed with nongovernmental sources.

Contractor Initials TB  
Date 5-27-21

Attachment A

<b>NH EMPLOYMENT SECURITY LOCAL OFFICES</b>
151 Pleasant Street Berlin, NH 03570-0159
17 Water Street Claremont, NH 03743-2261
45 South Fruit Street Concord, NH 03301-4857
518 White Mountain Highway Conway, NH 03818
149 Emerald Street Keene, NH 03431
426 Union Avenue, Suite 3 Laconia, NH 03246-2894
646 Union Street, Suite 100 Littleton, NH 03561
300 Hanover Street Manchester, NH 03104-4957
6 Townsend West Nashua, NH 03060-3285
2000 Lafayette Road Portsmouth, NH 03801-5673
29 S Broadway Salem, NH 03079-3026
6 Marsh Brook Drive Somersworth, NH 03878-3878
<b>ITINERANT LOCATIONS</b>
118 Main Street Colebrook, NH 03576
248 Highland Street Plymouth, NH 03264

Contractor Initials T/S  
Date 5-27-21

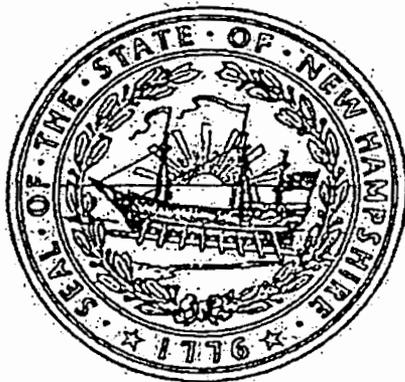
State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TELELANGUAGE INC is a Oregon Profit Corporation registered to transact business in New Hampshire on May 14, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 794871

Certificate Number: 0005289077



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of March A.D. 2021.

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

William M. Gardner  
Secretary of State

## Business Information

### Business Details

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Business Name: TELELANGUAGE INC	Business ID: 794871
Business Type: Foreign Profit Corporation	Business Status: Good Standing
Business Creation Date: 05/14/2018	Name in State of Incorporation: TELELANGUAGE INC
Date of Formation in Jurisdiction: 07/01/1991	
Principal Office Address: 514 SW 6th Avenue, 4th Floor, Portland, OR, 97204, USA	Mailing Address: 514 SW 6th Avenue, 4th Floor, Portland, OR, 97204, USA
Citizenship / State of Incorporation: Foreign/Oregon	
	Last Annual Report Year: 2021
	Next Report Year: 2022
Duration: Perpetual	
Business Email: malaniz@telelanguage.net	Phone #: 800-981-7183
Notification Email: agent@bizfilings.com	Fiscal Year End Date: NONE

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### Principal Purpose

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S.No	NAICS Code	NAICS Subcode
1	Professional, Scientific, and Technical Services	Translation and Interpretation Services

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## Principals Information

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Name/Title	Business Address
Andre Lupenko / Director	514 SW 6th Avenue, 4th Floor, Portland, OR, 97204, USA
Leslie Mon Belle / Director	514 SW 6th Avenue, 4th Floor, Portland, OR, 97204, USA
Andre Lupenko / President	514 SW 6th Avenue, 4th Floor, Portland, OR, 97204, USA
Leslie Mon Belle / Vice President	514 SW 6th Avenue, 4th Floor, Portland, OR, 97204, USA
Leslie Mon Belle / Secretary	514 SW 6th Avenue, 4th Floor, Portland, OR, 97204, USA

< Previous ... 1 2 ... Next > Page 1 of 2, records 1 to 5 of 6  Go to Page

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## Registered Agent Information

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Name: Business Filings Incorporated

Registered Office 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA  
Address:

Registered Mailing 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA  
Address:

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## Trade Name Information

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No Trade Name(s) associated to this business.

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## Trade Name Owned By

---

No Records to View.

---

## Trademark Information

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Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

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[Filing History](#)   [Address History](#)   [View All Other Addresses](#)   [Name History](#)   [Shares](#)  
[Businesses Linked to Registered Agent](#)   [Return to Search](#)   [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

**Certificate of Authority # 1**

*(Corporation, Non-Profit Corporation)*

**Corporate Resolution**

I, Michael Alaniz, hereby certify that I am duly elected Clerk/Secretary/Officer of  
*(Name)*  
Telelanguage, Inc.. I hereby certify the following is a true copy of a vote taken at  
*(Name of Corporation)*

a meeting of the Board of Directors/shareholders, duly called and held on April 12, 2021,  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Tim Bernal, Account Executive (may list more than one person) is  
*(Name and Title)*

duly authorized to enter into contracts or agreements on behalf of

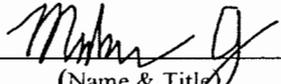
Telelanguage, Inc. with the State of New Hampshire and any of  
*(Name of Corporation)*

its agencies or departments and further is authorized to execute any documents

which may in his/her judgment be desirable or necessary to effect the purpose of  
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force  
and effect as of the date of the contract to which this certificate is attached. This authority  
**remains valid for thirty (30) days** from the date of this Corporate Resolution. I further certify  
that it is understood that the State of New Hampshire will rely on this certificate as evidence that  
the person(s) listed above currently occupy the position(s) indicated and that they have full  
authority to bind the corporation. To the extent that there are any limits on the authority of any  
listed individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly stated herein.

**DATED:** 5/25/21

**ATTEST:**   
*(Name & Title)*



TELEINC-01

CLABARON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/15/2021

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER:</b> Leonard Adams Insurance, Inc. 5201 SW Westgate Dr #300 Portland, OR 97221	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> (503) 296-0077	<b>FAX (A/C, No):</b> (503) 296-0044
<b>E-MAIL:</b> _____		
<b>ADDRESS:</b> _____		
_____ INSURER(S) AFFORDING COVERAGE		_____ NAIC #
<b>INSURER A:</b> Sentinel Insurance Company		11000
<b>INSURER B:</b> Hiscox		10200
<b>INSURER C:</b> _____		_____
<b>INSURER D:</b> _____		_____
<b>INSURER E:</b> _____		_____
<b>INSURER F:</b> _____		_____

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER _____			52SBAPW5861	3/17/2021	3/17/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ _____ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000 _____ \$ _____
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			52SBAPW5861	3/17/2021	3/17/2022	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10,000			52SBAPW5861	3/17/2021	3/17/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ _____ _____ \$ 2,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
B	Professional Liabli			MPL1195474.21	3/17/2021	3/17/2022	Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 All operations of the named insured subject to policy terms, conditions, and exclusions.

<b>CERTIFICATE HOLDER:</b>  New Hampshire Employment Security 45 South Fruit Street Concord, NH 03301	<b>CANCELLATION</b>  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 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/15/20

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 have ADDITIONAL INSURED provisions or 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**  
Aon Risk Services, Inc of Florida  
1001 Brickell Bay Drive, Suite #1100  
Miami, FL 33131-4937

**CONTACT NAME:** Aon Risk Services, Inc of Florida  
**PHONE (A/C, No, Ext):** 800-743-8130 **FAX (A/C, No):** 800-522-7514  
**EMAIL ADDRESS:** ADP.COI.Center@Aon.com

**INSURER(S) AFFORDING COVERAGE** **NAIC #**  
INSURER A: New Hampshire Ins Co 23641

**INSURED**  
ADP TotalSource FL XI, Inc.  
10200 Sunset Drive  
Miami, FL 33173  
**ALTERNATE EMPLOYER**  
Teleslanguage Inc.  
610 Southwest Broadway, Suite 200  
Portland, OR 97205

**INSURER B:**  
**INSURER C:**  
**INSURER D:**  
**INSURER E:**  
**INSURER F:**

**COVERAGES** **CERTIFICATE NUMBER:** 3029181 **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. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SAOR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEC <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 027114689 OR	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
All worksite employees working for TELESLANGUAGE INC., paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. TELESLANGUAGE INC. is an alternate employer under this policy.

### CERTIFICATE HOLDER

Teleslanguage  
610 SW Broadway  
Portland, OR 97204

### CANCELLATION

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**  
*Aon Risk Services, Inc. of Florida*

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