



Legislation Details (With Text)

File #: 18-0412 **Version:** 1 **Name:** CQ FLUENCY, INC.
Type: Resolution **Status:** Adopted
File created: 3/23/2018 **In control:** Mayor's Office
On agenda: 8/8/2018 **Final action:** 8/8/2018
Title: Dept/ Agency: Office of the Mayor/ Municipal Court
Action: ☒ Ratifying ☒ Authorizing ☐ Amending
Type of Service: Professional Service Contract
Purpose: To provide interpreting services in 180 languages during Court sessions
Entity Name: CQ Fluency, Inc.
Entity Address: 2 University Plaza, Suite 406, Hackensack, New Jersey 07601
Contract Amount: Not to exceed \$140,000.00
Funding Source: 2018 Budget/Office of the Mayor and Agencies, Newark Municipal Court
Contract Period: January 1, 2018 through December 31, 2018
Contract Basis: ☐ Bid ☐ State Vendor ☒ Prof. Ser. ☐ EUS
☐ Fair & Open ☒ No Reportable Contributions ☐ RFP ☐ RFQ
☐ Private Sale ☐ Grant ☐ Sub-recipient ☐ n/a
Additional Information:

Sponsors: Council of the Whole

Indexes:

Code sections:

Date	Ver.	Action By	Action	Result
8/8/2018	1	Municipal Council	Adopt	Pass

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Additional Information:

WHEREAS, the Municipal Court of the City of Newark ("Newark Municipal Court") wishes to retain the services of interpreters to provide access to court proceedings for non-English speaking, deaf, and hard of hearing persons in court and/or telephonically; and

WHEREAS, the professional services of interpreters to be rendered are exempt from the bidding provision of the Local Public Contracts Law under (N.J.S.A. 40A:11-5(1)(a)(i)); and

WHEREAS, CQ Fluency, Inc., a company providing interpreting services, has completed and submitted a Business Entity Disclosure Certificate, which shall be placed on file with the resolution in the Office of the City Clerk, certifying that CQ Fluency, Inc., has not made any reportable contributions to a political or candidate committee in the City of Newark in the previous one (1) year, and the contract will prohibit CQ Fluency, Inc., from making reportable contributions through the term of contract; and

WHEREAS, this contract is awarded pursuant to the Non-Fair and Open Process, N.J.S.A. 19:44A-20.5 and as a “Professional Services”, pursuant to Local Public Contracts Law N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, the Business Administrator and the Acting Chief Judge of the Newark Municipal Court have determined and certified in writing that the value of this contract will exceed \$17,500.00; and

WHEREAS, the Determination of Value is attached and shall be filed with the Office of City Clerk; and

WHEREAS, the contract is awarded as an open-ended contract as the “Professional Services” of interpreters shall be deemed necessary by the Acting Chief Judge of the Newark Municipal Court; and

WHEREAS, the contract amount shall not exceed One Hundred Forty Thousand Dollar and Zero Cents (\$140,000.00); and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Notice of the Award of contracts for “Professional Services” without public bidding must be published in a local newspaper; and

WHEREAS, the Newark Municipal Court wishes to enter into a contract with CQ Fluency, Inc., to provide interpreting services in various languages, as well as access to court proceedings for non-English speaking, deaf, and hard of hearing people for the Newark Municipal Court, for the period January 1, 2018 through December 31, 2018; and

WHEREAS, the Municipal Council adopted the Contractor Pay-to-Play Reform Ordinance, R.O. 2:4-22C, which forbids the award of a contract to a Business Entity, as defined therein, which has made or solicited political contributions to Newark Municipal Candidates, office holders having ultimate responsibility for the award of a contract; candidate committees of the aforementioned candidates; and political or political party committees of the City of Newark or County of Essex; and continuing political committees or political action committees regularly engaged in the support of the City of Newark Municipal or County of Essex elections; and certain other political party or candidate committees, in excess of certain thresholds.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK, NEW JERSEY, THAT:

1. The Mayor and/or his designee, the Acting Chief Judge of the Newark Municipal Court, are authorized on behalf of the City of Newark to enter

into and execute an agreement with CQ Fluency, Inc., 2 University Plaza, Suite 406, Hackensack, New Jersey 07601, to provide access to court proceedings for non-English speaking, deaf, and hard of hearing person in court and/or telephonically interpreting services in 180 languages during court sessions, for the period commencing on January 1, 2018 and terminating on December 31, 2018, for an amount not to exceed One Hundred Forty Thousand Dollars and Zero Cents (\$140,000.00).

2. This contract is ratified from January 1, 2018 to the date of adoption of this authorizing resolution.
3. This contract is awarded pursuant to the Non-Fair and Open Procedures of State Pay-to-Play Law, N.J.S.A. 19:44A-20.5 and as a "Professional Service", pursuant to Local Public Contracts Law N.J.S.A. 40A:11-5(1)(a)(i) and is in compliance with the Contractor Pay-to-Play Reform Ordinance, R.O. 2:4-22C.
4. The Court Interpreter shall be paid for the interpretation of various languages. Compensation for said services shall be rendered at the rates set forth in Schedule A. The Interpreter shall submit an invoice/timesheet for the hours worked and shall be compensated accordingly.
5. The Telephonic Court Interpreter shall be paid for the translation of various languages telephonically. Compensation for said services shall be rendered at a rate of \$1.65 per minute.
6. CQ Fluency, Inc. shall submit an invoice/timesheet for the hours worked and shall be compensated accordingly.
7. Pursuant to N.J.A.C. 5:30-5, Temporary Budget, attached hereto is the Director of Finance's Certification, which states partial funds in the amount of \$50,000.00 are available in the 2018 Temporary Budget, the balance to be provided in the 2018 Adopted Budget. The Certification shall be filed, along with the original resolution and the executed contract, in the Office of the City Clerk.
8. The Business Disclosure Entity Certification and the Determination of Value is attached hereto and shall be filed with the Office of the City Clerk with this resolution.
9. A copy of the fully-executed agreement herein authorized shall be filed in the Office of the City Clerk by the Acting Chief Judge of the Newark Municipal Court and shall be made available for public inspection.
10. There shall be no amendments or changes of this contract without approval of the Municipal Council and there shall be no advance payments on this contract in accordance with N.J.S.A. 40A:5-16.
11. A notice of this action shall be published in the newspaper authorized by law to publish a legal advertisement and as required by law within ten (10) days of the adoption of this resolution.

STATEMENT

This resolution ratifies and authorizes the Mayor and/or his designee, the Acting Chief Judge of the Newark Municipal Court, to enter into and execute a contract with CQ Fluency, Inc., 2 University Plaza, Suite 406, Hackensack, New Jersey 07601, to provide interpreting services in 180 languages during Court sessions, as well as sign language, and telephonic interpreting services, for the period commencing on January 1, 2018 and terminating on December 31, 2018, for an amount not to exceed One Hundred Forty Thousand Dollars and Zero Cents (\$140,000.00).