



Legislation Details (With Text)

File #: 19-0965 **Version:** 1 **Name:** CQ FLUENCY, INC.
Type: Resolution **Status:** Adopted
File created: 6/5/2019 **In control:** Mayor's Office
On agenda: 12/18/2019 **Final action:** 12/18/2019
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: \$140,000.00
Funding Source: 2019 Budget/Mayor's Office/Municipal Court
Account Code Line: NW011-010-0107-A-71280-B2019
Contract Period: January 1, 2019 through December 31, 2019
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
12/18/2019	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 Service pursuant to Local Public Contracts Law N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, the Business Administrator and the 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 Chief Judge of the Newark Municipal Court; and

WHEREAS, the contract amount shall not exceed \$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, 2019 through December 31, 2019; 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 Chief Judge of the Newark Municipal Court, are authorized to enter into and execute an agreement with CQ Fluency Inc., 2 University Plaza, Suite 406, Hackensack, New Jersey 07601 to provide services in 180 languages during court sessions as well as sign language, and telephonic interpreting services for the period

commencing on January 1, 2019 and terminating on December 31, 2019, for an amount not to exceed \$140,000.00.

2. There shall be no amendments or changes to this contract without the approval of the Municipal Council by resolution.
3. There shall be no advanced payments on this contract in accordance with N.J.S.A. 40A:5-16. Funds for 2019 are contingent upon appropriations, pursuant to N.J.A.C. 5:30-5.5(d).
4. This contract is ratified from January 1, 2019 to the date of adoption of this authorizing resolution.
5. 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; 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.
6. 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.
7. 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.
8. CQ Fluency Inc. shall submit an invoice/timesheet for the hours worked and shall be compensated accordingly.
9. Attached is a Certification of Funds from the Director of Finance/Chief Financial Officer, which states that funds in the amount of \$140,000.00 are available in the 2019 Budget. The certification shall be filed, along with the resolution and executed contract, in the Office of the City Clerk.
10. The Business Disclosure Entity Certification and the Determination of Value Memorandum shall be placed on file with this resolution.
11. A copy of the fully executed agreement, herein authorized, shall be filed in the Office of the City Clerk by the Chief Judge of the Newark Municipal Court and shall be made available for public inspection.
12. 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 Chief Judge of the Newark Municipal Court, to enter into 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, 2019 and terminating on December 31, 2019, for an amount not to exceed \$140,000.00.