



Legislation Details (With Text)

**File #:** 23-0262      **Version:** 1      **Name:** Resolution: Professional Service Contract - CQ FLUENCY, INC.  
**Type:** Resolution      **Status:** Adopted  
**File created:** 2/9/2023      **In control:** Mayor's Office  
**On agenda:** 5/3/2023      **Final action:** 5/3/2023

**Title:** Dept/ Agency: Office of the Mayor  
Action:  Ratifying    Authorizing    Amending  
Type of Service: Professional Service Contract  
Purpose: To provide interpreting services in (180) languages during Municipal 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: 2022 Budget/Office of the Mayor, Municipal Court/NW011-015-0157-71280  
Contract Period: January 1, 2022 through December 31, 2022  
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:**

**Indexes:**

**Code sections:**

Date	Ver.	Action By	Action	Result
5/3/2023	1	Municipal Council	Adopt	Pass

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**Additional Information:**

**WHEREAS,** the 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., 2 University Plaza, Suite 406, Hackensack, New Jersey 07601 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 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 Letter is attached and shall be filed with the Office of the 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 One Hundred Forty Thousand Dollars 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, 2022 through December 31, 2022; and

**WHEREAS**, the Municipal Council adopted New Jersey Municipal Code § 2:4-22C.1, which adopted the State of New Jersey's Pay-to-Play statutory requirements pursuant to N.J.S.A. 19:44A-20.5, as may be amended and supplemented, governing eligibility for municipal contracts.

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

1. The Mayor of the City of Newark and/or his designee, the Chief Judge of the Newark Municipal Court, are authorized to enter into 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 of January 1, 2022 through December 31, 2022, for a contract 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 2022 are contingent upon appropriations, pursuant to N.J.A.C. 5:30-5.5(d).
4. This contract is ratified from January 1, 2022 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 New Jersey Municipal Code § 2:4-22C.1
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 the Department of Finance/Chief Financial Officer, which state that funds in the amount of One Hundred Forty Thousand Dollars and Zero Cents (\$140,000.00) are and remain available in the 2022 Budget as line item: NW011-015-0157-71280-B2022. The Certification of Funds shall be filed, along with the Resolution and executed contract in the Office of the City Clerk.
10. The Business Entity Disclosure Certification and the Determination of Value Letter 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 of the City of Newark 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 of January 1, 2022 through December 31, 2022, for a contract amount not to exceed \$140,000.00.

