



**CITY OF PHOENIX
MUNICIPAL COURT**

**REQUEST FOR QUALIFICATIONS (RFQu)
COURT INTERPRETING AND TRANSLATION SERVICES
(PMC RFQu-20-001)**

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**CONTACT PERSON:
Cristina Parra, Supervisor
Office of the Court Interpreter
300 W. Washington St.
Phoenix, AZ 85003-2103
Phone: 602-261-8157
Email: cristina.parra@phoenix.gov**

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SECTION I – BACKGROUND

The Phoenix Municipal Court (“Court”), on behalf of the City of Phoenix (“City”), is inviting qualified Offerors (sometimes referred to as “Proposers”) to submit a written Request for Qualifications (“RFQ”) response for contract court interpreters.

The Court is required to provide interpreting services to non-English speaking and sign language defendants for any matters before the court. Interpreters provide official communication between interpreted subjects and Officers of the Court, including judges, hearing officers, lawyers, defendants, witnesses, investigators, whether in the courtroom or out.

In order to provide interpreting services, to provide due process to defendants appearing in court, to facilitate meaningful communication between attorneys and clients, and to facilitate meaningful communications among participants in Phoenix Municipal Court proceedings, we are requesting statements of qualifications from professionals meeting proficiency and performance levels required to interpret in civil and criminal legal proceedings within the three (3) City of Phoenix Criminal Justice Departments:

- City of Phoenix Municipal Court
- City of Phoenix Prosecutor's Office
- City of Phoenix Public Defender Contract Administrator's Office

All contract court interpreters are held to a professional standard of conduct and code of ethics. Interpreters shall comport themselves as Officers of the Court and perform all duties as impartial instruments of justice.

SECTION II – SOLICITATION TRANSPARENCY POLICY

Beginning on the date this solicitation (RFQ) is issued and until the date the contract is awarded or the solicitation withdrawn, all persons or entities responding to this solicitation for Contract Court Interpreter (“CCI”), including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venturer(s), member(s), or any of their lobbyists or attorneys, (collectively, “Offeror” or “Proposer”) will refrain from any direct or indirect contact with any person (other than the designated contracting officer) who may play a part in the selection process, including members of the evaluation panel, the Chief Presiding Judge, the Assistant Chief Presiding Judge, the City Manager, Assistant City Manager, Deputy City Managers, Department Heads, the Mayor and other members of the Phoenix City Council. As long as this solicitation is not discussed, Proposers may continue to conduct business with the City and discuss business unrelated to this solicitation with the City staff.

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through Cristina Parra, conducted in person at 200 West Washington, Phoenix, Arizona 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice must identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Offeror(s)/Proposer(s), the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of proposals, to the extent applicable, the City Manager, the City Manager's Office, and/or Department Head (or representative) shall provide any direction on the selection provided to the proposal review panel, or selecting authority, in writing to all prospective Offerors/Proposers.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS VIOLATING THIS POLICY WILL BE DISQUALIFIED.**

SECTION III – RFQ RESPONSE INFORMATION

A. RFQ Response Submittal

The Office of the Court Interpreter ("OCI") is responsible for establishing a Contract Court Interpreter ("CCI") list based on minimum required qualifications. Once established, the CCI list will be in effect and the RFQ will be open for offerors to submit responses on an ongoing basis until rescinded, in the sole discretion of the OCI. Proposers should submit a completed copy of the Phoenix Municipal Court's official Contract Court Interpreter application form (a copy of which appears as "Attachment D" to this RFQ). The Court may revise this application form at any time while this RFQ remains open in the Court's sole discretion.

B. Scope of Work

The Offeror, if deemed qualified, will perform interpreting services (the "Services") in the target language for the above listed City of Phoenix Criminal Justice Departments. The Services require a strong command of both English and the target language and the interpreter must be capable of the following:

1. Simultaneous interpretation of court proceedings;
2. Consecutive interpretation in and out of court as requested;
3. Translation of attorney-client correspondence and court-related documents;
4. Working the hours of 8:00 a.m. - 5:00 p.m., in part or in whole, Monday through Friday; including irregular hours such as weekends, holidays, and evenings, as required;
5. Attending attorney-client meetings at individual attorneys' offices throughout the greater Phoenix metropolitan area and interpreting communications at such meetings;
6. Providing interpretation and translation services as needed and directed by any of the Department Heads (or designees) of the City of Phoenix Criminal Justice Departments.
7. An Offeror determined to be qualified will be added to the CCI list upon execution by the City of Phoenix and Offeror of a contract substantially conforming to the standard contract form. The Court may revise the standard contract form at any time in the Court's sole discretion.

C. Compensation

Qualified Offerors who are selected and enter into a contract will be added to the CCI List and will be compensated according to the fee schedule set forth in Attachment "Exhibit A" to this RFQ 2020-01MCINT. The Court reserves the right to adjust the fee schedule periodically to remain within the fair market value for these services and to notify the selected Offeror ("Contractor") in accordance with the provision titled "NOTICES" in the City of Phoenix, Arizona Contract for Court Interpreting and Translation Services.

D. Qualification Criteria

1. To promote high-quality interpreter services, the Phoenix Municipal Court adheres to the governing policies and standards specified by Arizona Supreme Court Administrative Order 2016-02, Credentialing for Court Interpreters, as well as any amendments thereto or supplemental orders or guidelines issued by the Supreme Court in connection with the Arizona Court Interpreter Credentialing Program. Accordingly, pursuant to Administrative Order 2016-02, appointment preference will be given to credentialed contract interpreters and to agencies who agree to provide credentialed interpreters when available. In addition to the foregoing, the Office of the Court Interpreter (OCI) of the Phoenix Municipal Court will be responsible for assessing the qualifications of each contract interpreter. See "ATTACHMENT B" Arizona Supreme Court Administrative Order 2016-02, Credentialing for Court Interpreters.
2. Interpreters for the hearing impaired - The qualifications of interpreters for the hearing impaired are determined by the OCI upon certifications approved by the Arizona Council for the Hearing Impaired, as provided in A.R.S. Section 12-242.

SECTION IV – SOLICITATION PROCESS AND PROCEDURES

A. Evaluation and Selection

Interested Offerors shall complete and submit the required Contract Court Interpreter Application forms to the Phoenix Municipal Court Management Services Division. The OCI will evaluate the completed applications and establish and amend the RFQ List as appropriate. Application forms (see “ATTACHMENT F”) can be mailed or submitted in person, Monday through Friday, excluding holidays, between 8:30 a.m. - 4:30 p.m. to:

Phoenix Municipal Court
Management Services Division - 9th Floor
300 West Washington Street
Phoenix, AZ 85003-2103

B. Public Record

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request that specific information contained within its Offer be treated by the Procurement Officer as confidential provided the Offeror clearly labels the information “Confidential.” To the extent necessary for the evaluation process, information marked as “Confidential” will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offeror as “Confidential” available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked “Confidential.” The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

C. Offeror(s) Incurred Costs

Each Offeror will be responsible for all costs incurred in or preparing for a response to this RFQ. All materials and documents submitted by the Offeror in response to this RFQ or any additional requests for materials and documents made by the City for evaluation pursuant to this RFQ will become the property of the City and will not be returned. The selected Offerors shall be responsible for all costs incurred by it during negotiations.

D. Contract

1. The City will draft all final contracts and documents that result from this RFQ.
2. The language contained in this RFQ, the Offeror's Contract Court Interpreter Application form(s) and the standard contract form executed by the relevant and respective parties will form any resulting contract between the City of Phoenix and Offeror (the would be “Contractor”). **HOWEVER, THIS RFQ DOES NOT COMMIT THE CITY TO: (A) ENTER INTO A CONTRACT WITH ANY OFFEROR; (B) TO PAY ANY COSTS INCURRED BY ANYONE IN THE PREPARATION OF A SUBMITTAL TO THIS REQUEST, OR IN SUBSEQUENT NEGOTIATIONS; (C) PROCURE A CONTRACT FOR THE SERVICES, HEREIN.**

E. Reservation of Rights by City

1. The City is not obligated to accept any submittal or to negotiate with any Offeror. The City reserves the right to accept submittals which are deemed most favorable and in the best interests of the City, to reject any or all submittals, and to be the sole judge of the best offerors suited for the City.

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2. The issuance of this RFQ and the acceptance of an RFQ response do not constitute an agreement by the City that any contract must actually be entered into by the City. The City expressly reserves the right to:

- a. Waive any immaterial defect or informality in any RFQ response or proposal procedure.
- b. Reject any or all RFQ responses.
- c. Reissue a RFQ.
- d. Procure any service by any other means.
- e. Request additional information and data from any or all companies.
- f. Negotiate with any qualified offeror.

3. The City may confirm any information provided in the Offeror's submittal, or inspect any of the Offeror's facilities utilized in connection with performing the Services under any resulting contract.

F. Right to Disqualify

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offeror or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a completed Contract Court Interpreter Application form ("RFQ response"), Offeror waives any right to object now, or at any future time, before anybody or agency including, but not limited to, the City Council of the City, or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace any disqualified Offeror.

G. Applicable Law

Any and all disputes arising from any contract, or from this RFQ, shall be governed according to the laws of the State of Arizona, and the Offeror in submitting an RFQ response agrees that the venue for any such action shall be in the State of Arizona, Maricopa County.

H. No Verbal Agreements; Contract Amendments

No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information that is in no way binding upon the City or the Offeror. All agreements must be in writing and any and all contract changes must be by written amendment signed by both parties.

I. Violations Disclosure

- 1. Each time Offeror enters into a contract with the City, Offeror shall notify the City, through the OCI, and specifically identify any notices from any regulatory authority with respect to any violation, or alleged violation, of any law or regulation by Offeror or any subcontractor of Offeror.
- 2. Offeror shall immediately notify the City, through the OCI, of any inspection, audit, or review by any regulatory authority, including of any records procedure of Offeror, or its subcontractor(s) and provide the City, through the OCI, with a copy of any written findings prepared by such regulatory authority in connection with such inspection, audit, or review.

J. Responsibility for Compliance with Legal Requirements

Offeror shall comply with all applicable laws, ordinances, statutes, rules and regulations and Offeror's products, services, and facilities shall be in full compliance with all applicable federal, state, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.

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K. Transactional Conflicts of Interest

Offeror acknowledges that any contract resulting from this RFQ submittal is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

L. Non-Waiver of Liability

The City, as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Offeror submitting an RFQ response agrees not to insist upon or demand any statement whereby the City agrees to limit in advance, or waive any right the City might have, or has, to recover actual lawful damages in any court of law under applicable Arizona law.

M. Fund Appropriation Contingency

Offeror recognizes that any Contract entered into must commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. Offeror recognizes that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for, or covering such contract item as an expenditure, therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

N. General Information

If you have any questions concerning this RFQ, please contact:

Ms. Cristina Parra, Supervisor
Office of the Court Interpreter
e-mail: cristina.parra@phoenix.gov
Phone Number: 602-261-8157

SECTION V – PROTEST PROCESS

Any unsuccessful Offeror may file a protest no later than seven (7) calendar days after a notification that a Contract Court Interpreter Application has been rejected. All protests must be in writing, filed with the Office of the Court Interpreter ("OCI") and include the following:

- Identification of the RFQ or other solicitation number;
- The name, address, and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

The OCI will render a written decision within fourteen (14) calendar days after the protest is filed.

SECTION VI – ADDITIONAL CONTRACT TERMS AND CONDITIONS

Should Offeror be selected to contract with the City, and should Offeror and the City sign the document titled "Contract Form Court Interpreting and Translation Services," its terms and conditions together with the terms and conditions above and below, herein, are automatically incorporated together and comprise the overall Contract between the City of Phoenix and Offeror ("Contractor").

A. Professional Code of Ethics and Practices for Court Interpreters

Contractor shall comply with the Arizona Interpreter Code of Conduct adopted by Arizona Supreme Court Administrative Order ("AO") 2015-98, "ATTACHMENT E" to this RFQ. This includes any Arizona Supreme Court amendments to AO 2015-98 and any supplemental orders or guidelines connected, thereto.

B. Phoenix Municipal Court Professional Image Policy

Contractor shall comply with Phoenix Municipal Court Professional Image Policy while performing services pursuant to this Contract on the premises of the Phoenix Municipal Court building.

C. Independent Contractor Status; Employment Disclaimer

1. The parties agree that Contractor is providing the Services under this Contract on a part-time and/or temporary basis and that the relationship created by this Contract is that of independent contractors. Neither Contractor, nor any of Contractor's agents, employees, or helpers shall be deemed to be the employee, agent, or servant of the City. The City is only interested in the results obtained under this Contract; the manner, means and mode of completing the same are under the sole control of Contractor.

2. This Contract is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties must be only those expressly set forth in this Contract. The parties agree that no individual performing under this Contract on behalf of Contractor will be considered a City employee, and that no rights of City Civil Service, City retirement, or City personnel rules shall accrue to such individual. Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold harmless the City with respect thereto.

D. Insurance and Indemnification Requirements

Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law, or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by Contractor for the City.

E. Equal Employment Opportunity

1. In order to do business with the City, Contractor shall comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

2. **For a Contractor with 35 employees or fewer:** Contractor in performing under this Contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor further agrees that this clause will be incorporated in all subcontracts related to this Contract that involve furnishing skilled, unskilled and union labor; or requiring performance of any such labor or services in connection with this Contract. Contractor further

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agrees that this clause will be incorporated in all subcontracts or other agreements related to this Contract and entered into by Contractor.

For a Contractor with more than 35 employees: Contractor in performing under this Contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include, without limitation, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor; or requiring performance of any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Contract entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

3. Documentation. Contractor may be required to provide additional documentation to the City's Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

4. Monitoring. The City's Equal Opportunity Department shall monitor the employment policies and practices of Contractor subject to this provision as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

F. Discrimination Prohibited

Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Contractor, in performing under this Contract, shall neither discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability, nor otherwise commit an unfair employment practice. Contractor will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include, without limitation, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor; or requiring performance of any such labor or services in connection with this Contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this Contract entered into by Contractor.

G. Legal Worker Requirements

The City is prohibited by A.R.S. § 41-4401 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.

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2. A breach of warranty under paragraph 1 shall be deemed a material breach of the Contract and is subject to penalties up to and including termination of the Contract.

3. The City retains the legal right to request and inspect the records of Contractor or subcontractor relating to Contractor's or subcontractor's employee(s) that work(s) on this Contract to ensure that Contractor or subcontractor is complying with the warranty under the provision in paragraph 1.

Contractor certifies and warrants that Contractor has verified legal worker status as required.

H. Lawful Presence Requirement

Pursuant to A.R.S. §§ 1-501 and 1-502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person shall produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

I. Confidentiality and Data Security

All data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Contract is confidential, proprietary information owned by the City. Except as specifically provided in this Contract, Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager, or designee.

Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access.

At a minimum, Contractor shall encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices.

When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

In the event that data collected or obtained by the Contractor in connection with this Contract is believed to have been compromised, Contractor shall notify the OCI immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor agrees that the requirements explicitly provided in this Section G shall be incorporated into all subcontractor/subconsultant agreements entered into by Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

J. Non-Assignability

This Contract is in the nature of a personal services agreement and Contractor shall have no power to assign its rights and obligations, hereunder, without the prior written consent of the City. Any attempt to assign without such prior written consent shall be void.

K. Contacts with Third Parties

Contractor or its subcontractors shall not contact third parties to provide any information in connection to the Services provided under this Contract without the prior written consent of the City. Should Contractor or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Contract or any other prior or existing contracts with the City, Contractor or

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its subcontractors shall promptly inform the City giving the particulars of the information sought and shall not disclose such information or give such testimony without the written consent of the City or court order.

The obligations of Contractor and its subcontractors under this Section shall survive the termination of this Contract. Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

L. Termination or Suspension of Services

The City reserves the right to terminate this Contract without cause, or to abandon the Services, or any part of the Services not then completed, by notifying Contractor in writing.

M. Contractor and Subcontractor Worker Background Screening

1. Contract Worker Background Screening

Contractor agrees that Contractor, all contract workers and/or subcontractors (collectively "Contract Worker(s)") that Contractor furnishes (which includes Contractor) to the City pursuant to this Contract shall be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense. The Background Screening provided by Contractor shall comply with all applicable laws, rules, and regulations. Contractor further agrees that the Background Screening required is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set are the minimum requirements for this Contract. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Contract or Contractor's failure to comply. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Contract. The City may, in its sole discretion, accept or reject any or all of the Contract Workers proposed by Contractor to perform work under this Contract as well those Contract Workers actually providing services during the term of this Contract.

2. Background Screening Requirements and Criteria

Because of the varied types of services performed within and for the City, the City has established two levels of risk and associated Background Screening: (a) Standard; and (b) Maximum Risk. If the scope of work for this Contract changes, the City may amend the level of risk, which could require Contractor to incur additional contract costs in obtaining background screens satisfying the amended requirements. The risk level and Background Screening required for this Contract is Standard Risk.

Standard Risk and Background Screening

A Standard Risk Background Screening shall be performed when Contractor, or any of Contractor's Contract Workers: (a) will require a badge or key for access to City facilities; or (b) will have access to sensitive, confidential records, personal identifying information or restricted City information; or (c) will be allowed unescorted access to City facilities during normal and non-business hours.

Standard Risk and Background Screening Requirements

The Standard Risk Background Screening for each individual shall include (a) a background check for real identity/legal name; and (b) shall include background checks for felony and misdemeanor records from (i) any county in the United States, (ii) the state of Arizona, plus (iii) any other jurisdiction where the Contractor Worker has lived at any time in the preceding seven (7) years from the Contract Worker's proposed date of hire.

CITY OF PHOENIX MUNICIPAL COURT
REQUEST FOR QUALIFICATIONS (RFQ) COURT INTERPRETING AND TRANSLATION SERVICES

To satisfy the Standard Risk and Background Screening Requirements, Contractor is responsible as follows:

- for sole proprietors, Contractor must comply with the background check for Contractor and any business partners, or members, or employees who will assist on the Contract and for whom the requirements of the Contract apply; and
- for determining whether Contractor, or Contract Worker(s) are disqualified from performing work for the City for Standard Risk Level Background checks; and
- for submitting the list of qualified Contract Workers to Office of the Court Interpreter; and
- for engaging in due diligence, as necessary, as to determining whether to disqualify a Contract Worker(s); and
- for reviewing the results of the background check every five years

By executing this Contract with the City, Contractor certifies and warrants that Contractor has read the Background Screening requirements and criteria, herein, understands them and that all Background Screening information furnished to the City is accurate and current. Also, by executing the Contract, Contractor further certifies and warrants that Contractor has satisfied all such Background Screening requirements for the Standard Risk Background Screening.

3. Materiality of Background Screening Requirements; Indemnity

The Background Screening requirements of this Section are material to City's entry into this Contract and any breach of these requirements by Contractor shall be deemed a material breach of the Contract. In addition to the indemnity provisions set forth in Section VI(D) of this Contract, Contractor shall defend, indemnify, and hold harmless the City for any and all Claims (as defined in Section VI(D)) arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor, or the City, for failure to satisfy this Section.

4. Continuing Duty; Audit

Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Contract. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this Section.

SECTION VII – ATTACHMENTS

- **ATTACHMENT A–Fee Schedule - PMC RFQU-20-001**
- **ATTACHMENT B–Administrative Order 2016-02, Credentialing for Court Interpreters**
- **ATTACHMENT C–Administrative Order 2019-38, Court Staff Interpreter Credentialing Deadline**
- **ATTACHMENT D– Administrative Order 2020-49, Extension of Court Staff Interpreter Credentialing Deadline (affecting AOs 2016-02 and 2019-38)**
- **ATTACHMENT E–Administrative Order 2015-98, Interpreter Code of Conduct**
- **ATTACHMENT F–Contract Court Interpreter Application**

CITY OF PHOENIX MUNICIPAL COURT
REQUEST FOR QUALIFICATIONS (RFQ) COURT INTERPRETING AND TRANSLATION SERVICES

ATTACHMENT A

FEE SCHEDULE - PMC RFQu-20-001

PER DIEM COMPENSATION

Contractor will be paid for its professional interpreting and translation services according to the following rates. The City reserves the right to adjust the compensation periodically to remain within the fair market value for these services and to notify the Contractor in accordance with the provision titled "NOTICES" in the City of Phoenix, Arizona Contract Form Court Interpreting and Translation Services.

1. Spanish Language Interpreters

- \$65.00 per hour: For the first two hours, with a two-hour minimum payment.
- \$30.00 per hour: For each additional hour of that same day.

Time worked in excess of the second hour will be paid in 15-minute increments. Any cancellation by the Court of a request for services given no more than 24 hours from the time for the requested services will be compensated at the amount provided for the first two hours of service as if such services had been provided.

2. American Sign Language Interpreters/Interpreters for the Deaf and Hard of Hearing

- \$80 per hour with a two-hour minimum payment.

Any partial hours worked will be compensated at the full hourly rate for the scheduled time. Interpreters scheduled for jury trials will be compensated for a minimum of eight hours regardless of outcome on the day of trial. If the jury trial goes beyond the 8-hour compensation schedule the agency will be compensated in 15 min increments. Two interpreters will be scheduled for jury trials. Any cancellation by the Court of a request for services given less than 24 hours from the time for the requested services will be compensated at the amount provided for the full time requested as if such services had been provided. Any cancellation by the Court of a request for services in a jury trial given less than 24 hours from the time for the requested services will be compensated at the amount provided for the eight hours of service as if such services had been provided.

Differentials

- \$5 per hour additional for weekends. (Sat. 12:00 am - Sun 11:59 pm)
- \$5 per hour additional for all Federal Holidays
- \$10 per hour Late Request (made within 24 hours of assignment)
- \$15 per hour additional for Rush Requests (constitutes any assignment where an Interpreter is provided in 2 hours or less.)

3. All Other Language Interpreters

- \$70.00 per hour: For the first hour of the day for appearances lasting one hour or less.
- \$25.00 per hour: For each consecutive hour of that same day.

Time worked in excess of the first hour will be paid in 15-minute increments. Any cancellation by the Court of a request for services given no more than 24 hours from the time for the requested services will be compensated at the amount provided for the first hour of service as if such services had been provided.

4. Out-of-court interpreting services provided in Court-Appointed Attorney cases

- \$35.00 per appointment, per case.

This flat fee applies to all appointments, meetings, and attorney - client interviews lasting up to one (1) hour in length. Consecutively scheduled sessions for additional clients, at the same location, will be compensated at the rate of \$20.00 per case. Individual case/client sessions exceeding one (1) hour in length will be compensated at the rate of \$13.00 for each additional hour. The same rate schedule applies to no shows and sessions canceled without adequate notice. Maximum compensation for services under this schedule shall not exceed \$75.00 per hour.

- \$60.00 per hour for telephone conferences, based on 5-minute increments, cumulative per billing cycle.
- \$35.00 per hour for document translation and/or transcription services.
- \$280.00 maximum compensation per diem.

5. Mileage, incidental costs, special rates

There will be no additional compensation for mileage or any incidental costs associated with interpretation/translation services provided. However, a special pay rate for special circumstances, e.g., Relay and Real Time interpreting for hearing impaired, etc. may be approved as deemed appropriate by the Court's Chief Presiding Judge ("CPJ") on a case by case basis.

ATTACHMENT B

Administrative Order 2016-02, Credentialing for Court Interpreters

IN THE SUPREME COURT OF THE STATE OF ARIZONA

In the Matter of:)	
)	
CREDENTIALING FOR COURT	)	Administrative Order
INTERPRETERS	)	No. 2016 - <u>02</u>
)	
)	
)	
)	

The Arizona Judicial Branch is committed to ensuring meaningful access to those who look to our courts to protect their rights and resolve their disputes fairly and efficiently. Limited English language skills should not be a barrier to accessing justice.

To promote high-quality interpreter services, the Court has examined the need for and benefit of an interpreter credentialing program for the judiciary. Governing policies for an interpreter credentialing program and fees to support the program have been formulated through discussion with the court community and committees of the Judicial Branch, and the Arizona Judicial Council recommended approval of this program at its October 22, 2015, meeting.

Therefore, pursuant to Article VI, Section 3, of the Arizona Constitution,

IT IS ORDERED that an interpreter credentialing program is established.

IT IS FURTHER ORDERED that the program shall be comprised of tier levels as follows:

1. Tier 1 Credential: Requires demonstration of general court knowledge, an understanding of ethical conduct required by Administrative Order No. 2015-98, and language skills in both English and the non-English language. Tier 1 Credential requirements must be met before an interpreter may apply for higher tier credentials.
2. Tiers 2, 3, and 4 Credentials: Each tier credential is demonstrated through performance on an oral interpreting examination. Performance requirements for each tier shall be established by the Administrative Office of the Court and maintained on its website.

- a. Tier 2 is a temporary credential valid for 24 months from the date of issuance. Upon expiration of the Tier 2 credential, the applicant reverts to a Tier 1 credential.
 - b. Tiers 3 and 4 are permanent credentials. Applicants who qualify for a Tier 3 credential may re-test to achieve a Tier 4 credential.
3. Tier A: Established for credentialing languages for which there is no oral interpreting examination available from the National Center for State Courts. Tier A does not test interpreting skills, but requires the candidate to demonstrate superior language skills in the non-English language. Should an oral interpreting exam become available in the language, Tier A candidates may sit for the oral interpreting exam in order to advance to Tiers 2, 3, or 4.

IT IS FURTHER ORDERED that:

1. Court employees who provide interpreting services must achieve a permanent Arizona credential at Tier 3 or 4 by June 30, 2019.
2. Any court employee who provides interpreting services hired after June 30, 2017 must be credentialed at a Tier 3 or Tier 4 level. In the event that a court cannot find a viable credentialed candidate at the time of recruitment, the court shall require that the new employee become credentialed at a Tier 3 or Tier 4 level within 24 months from their hire date.
3. Effective July 1, 2017, judges should give appointment preference to credentialed contract interpreters, if available.

IT IS FURTHER ORDERED that the Administrative Director or his designee shall:

1. Administer the statewide interpreter credentialing program. The administration shall include the establishment of a system of test administration, policies and procedures regarding test scores and tier credentials assigned, reciprocity with other programs, and the processing of fees and refunds.
2. Publish and maintain a website which details the tier credential requirements and provides information regarding the credentialing program.
3. Establish a Credentialing Program account with the State Treasurer and the General Accounting Office within the Grants and Special Revenue Fund. Funds deposited into this account shall include all credentialing fees net of any banking or electronic payment transactional costs. Expenditures from this account shall be made to support the Credentialing Program and language access.

IT IS FURTHER ORDERED that the fee schedule in Appendix A, as recommended by the Arizona Judicial Council, is hereby adopted.

Dated this 6th day of January, 2016.

SCOTT BALES
Chief Justice

Appendix A: Fee Schedule

Fees Associated with Requirements for the Arizona Court Interpreter Credentialing Program

Arizona Residents

Online Ethics Class	\$55.00
Online Court Overview Class	\$55.00
Written Examination	\$80.00
Oral Proficiency Interview	\$65.00
Oral Examination (full).....	\$300.00
Oral Examination (one component).....	\$125.00

Out of State Candidates

Online Ethics Class	\$100.00
Online Court Overview Class	\$100.00
Written Examination	\$125.00
Oral Proficiency Interview	\$100.00
Oral Examination (full).....	\$450.00
Oral Examination (one component).....	Not Available

Reciprocity and Transfer

Credential Award based on Full Reciprocity	\$200.00
Transfer of a Component Requirement.....	\$50.00

ATTACHMENT C

Administrative Order 2019-38, Court Staff Interpreter Credentialing Deadline

IN THE SUPREME COURT OF THE STATE OF ARIZONA

In the Matter of:)	
)	
COURT STAFF INTERPRETER	)	Administrative Order
CREDENTIALING DEADLINE	)	No. 2019 - <u>38</u>
)	
)	
)	
)	

Supreme Court Administrative Order No. 2016-02 established the Arizona Court Interpreter Credentialing Program and required staff interpreters to become credentialed at the Tier 3 or 4 level by June 30, 2019. This deadline applies to staff interpreters hired before July 1, 2017. Those interpreters hired on or after July 1, 2017 are required to become credentialed within 24 months of their date of hire.

A number of staff interpreters hired before July 1, 2017 have not yet passed the credentialing exams at the required level, and the Court Interpreter Program Advisory Committee has recommended allowing additional time for certain staff interpreters who have begun but not yet completed the certification process.

Therefore, pursuant to Article VI, Section 3, of the Arizona Constitution,

IT IS ORDERED granting an extension to the staff interpreter credentialing deadline, as follows:

1. Court employees who provide interpreting services holding a Tier 1 or Tier 2 Credential and who sit for the Oral Court Interpreter Exam in May 2019 shall be granted a one-time extension to become credentialed at the Tier 3 or Tier 4 level through June 30, 2020.
2. Court employees who provide interpreting services holding a Tier 1 or Tier 2 Credential and who do not sit for the Oral Court Interpreter Exam in May 2019 shall not be granted an extension.
3. Court employees who provide interpreting services and who have not earned a credential shall not be granted an extension.

4. Courts shall not continue utilizing interpreter services by court employees who do not qualify for an extension and who do not earn a Tier 3 or Tier 4 Credential by June 30, 2019, except as noted below for employees hired on or after July 1, 2017.
5. Courts may continue utilizing interpreter services by court employees who qualify for an extension through the date of the extension while the employee(s) continue to work on earning a Tier 3 or Tier 4 Credential.
6. All other provisions of Administrative Order 2016-02 shall remain in effect.

Dated this 1st day of April, 2019.

SCOTT BALES
Chief Justice

ATTACHMENT D

**Administrative Order 2020-49, Extension of Court Staff Interpreter Credentialing Deadline
(affecting AOs 2016-02 and 2019-38)**

IN THE SUPREME COURT OF THE STATE OF ARIZONA

In the Matter of:)	
)	
EXTENSION OF COURT STAFF	)	Administrative Order
INTERPRETER CREDENTIALING	)	No. 2020-49
DEADLINE	)	(Affecting Administrative Order
	)	Nos. 2016-02 and 2019-38)
)	

Supreme Court Administrative Order No. 2016-02 established the Arizona Court Interpreter Credentialing Program and required staff interpreters to become credentialed at the Tier 3 or 4 level by June 30, 2019. Pursuant to Administrative Order No. 2019-38, staff interpreters hired before July 1, 2017 who had earned the Tier 1 or Tier 2 credential and who sat for the May/June 2019 Oral Court Interpreter Exams were granted an extension of the credentialing deadline to June 30, 2020.

The Administrative Director of the Administrative Office of the Courts has requested permission to cancel the April 2020 Oral Court Interpreter Exams to help prevent and control the spread of the COVID-19 virus. An extension of the staff credentialing deadline is justified given the current circumstances.

Therefore, pursuant to Article VI, Section 3, of the Arizona Constitution,

IT IS ORDERED granting an extension to the staff interpreter credentialing deadline, as follows:

1. Court employees who provide interpreting services and who qualified for an extension to become credentialed at the Tier 3 or Tier 4 level under Administrative Order 2019-38 shall have the deadline extended through March 1, 2021.
2. An extension through March 1, 2021 shall also be granted for staff interpreters hired on or after July 1, 2017 who had 24 months from their date of hire to earn the Tier 3 credential, and for whom the April 2020 exams represented the final opportunity to test and earn the required credential.
3. Court employees who did not qualify for an extension under Administrative Order 2019-38 shall not be granted an extension.

4. Courts shall not continue utilizing interpreter services by court employees who do not qualify for an extension and who do not earn a Tier 3 or Tier 4 Credential by March 1, 2021.
5. Courts may continue utilizing interpreter services by court employees who qualify for an extension through the date of the extension while the employee(s) continue to work on earning a Tier 3 or Tier 4 Credential.
6. All other provisions of Administrative Order Nos. 2016-02 and 2019-38 shall remain in effect.

IT IS FURTHER ORDERED granting the Administrative Director of the Administrative Office of the Courts authority to grant additional extensions of time for the staff credentialing deadline should circumstances so warrant.

Dated this 20th day of March, 2020.

ROBERT BRUTINEL
Chief Justice

ATTACHMENT E

Administrative Order 2015-98, Arizona Court Interpreter Code of Conduct

IN THE SUPREME COURT OF THE STATE OF ARIZONA

In the Matter of:)	
)	
ARIZONA COURT INTERPRETER	)	Administrative Order
CODE OF CONDUCT	)	No. 2015 - <u>98</u>
)	
)	
)	
_____)	

The Judiciary’s Strategic Agenda, *Advancing Justice Together*, includes the goals of increasing the availability and quality of court interpreters and interpreter services and developing strategies ensuring meaningful access to justice for all persons. On October 22, 2015, the attached Arizona Court Interpreter Code of Conduct was approved by the Arizona Judicial Council and recommended for adoption.

Therefore, pursuant to Article VI, Section 3, of the Arizona Constitution,

IT IS ORDERED that the Arizona Court Interpreter Code of Conduct in Appendix A is adopted effective January 1, 2016.

Dated this 25th day of November, 2015.

SCOTT BALES
Chief Justice

Appendix A: Arizona Court Interpreter Code of Conduct

1. Accuracy and Completeness
2. Representation of Qualifications
3. Impartiality and Avoidance of Conflict of Interest
4. Professional Demeanor
5. Confidentiality
6. Restriction of Public Comment
7. Scope of Practice
8. Assessing and Reporting Impediments to Performance
9. Duty to Report Ethical Violations
10. Professional Development

CODE OF PROFESSIONAL RESPONSIBILITY FOR INTERPRETERS IN THE JUDICIARY PREAMBLE

Many persons who come before the courts are partially or completely excluded from full participation in the proceedings due to limited English proficiency or a speech or hearing impairment. It is essential that the resulting communication barrier be removed, as far as possible, so that these persons are placed in the same position as similarly situated persons for whom there is no such barrier.¹ Interpreters help assure that such persons may enjoy equal access to justice and that court proceedings and court support services function efficiently and effectively.

APPLICABILITY

This code shall guide how interpreting services will be provided, and be binding upon all persons who deliver interpreting services to the judiciary. This code shall not be binding on non-interpreter staff who may carry out their official non-interpreting duties in a language other than English when providing assistance or information to court customers. This code is meant to be administered in concert with the Employee Code of Conduct, found in the Arizona Code of Judicial Administration §1-303, where applicable.

Commentary:

The canons of this Code of Conduct are widely recognized principles of general application for judiciary interpreters. The use of the term "shall" is reserved for these recognized principles. Statements in the commentary use the term "should" to describe behavior that illustrates or elaborates on the principles. The commentaries are intended to convey what are believed to be probable and expected behaviors.

1. A non-English speaker should be able to understand just as much as an English speaker with the same level of education and intelligence.

CANON 1: ACCURACY AND COMPLETENESS

Interpreters shall render a complete and accurate interpretation or sight translation, without altering, omitting, or adding anything to what is stated or written, and without explanation.

Commentary:

The interpreter has a twofold duty: 1) to ensure that the proceedings in English reflect precisely what was said by a non-English speaking person, and 2) to place the non-English speaking person on an equal footing with those who understand English. This creates an obligation to conserve every element of information contained in a source language communication when it is rendered in the target language.

Therefore, interpreters are obligated to apply their best skills and judgment to faithfully preserve the meaning of what is said in court, including the style or register of speech. Verbatim, "word for word," or literal oral interpretations are not appropriate when they distort the meaning of the source language, but every spoken statement, even if it appears nonresponsive, obscene, rambling, or incoherent should be interpreted. This includes apparent misstatements.

Interpreters should never interject their own words, phrases, or expressions. If the need arises to explain an interpreting problem (e.g., a term or phrase with no direct equivalent in the target language or a misunderstanding that only the interpreter can clarify), the interpreter should ask the court's permission to provide an explanation. Interpreters should convey the emotional emphasis of the speaker without reenacting or mimicking the speaker's emotions, or dramatic gestures.

Sign language interpreters, however, must employ all of the visual cues that the language they are interpreting for requires -- including facial expressions, body language, and hand gestures. Sign language interpreters, therefore, should ensure that court participants do not confuse these essential elements of the interpreted language with inappropriate interpreter conduct.

The obligation to preserve accuracy includes the interpreter's duty to correct any error of interpretation discovered by the interpreter during the proceeding. Interpreters should demonstrate their professionalism by objectively analyzing any challenge to their performance.

CANON 2: REPRESENTATION OF QUALIFICATIONS

Interpreters shall accurately and completely represent their certifications, training, and pertinent experience.

Commentary:

Acceptance of a case by an interpreter conveys linguistic competency in legal settings. Withdrawing or being asked to withdraw from a case after it begins causes a disruption of court proceedings and is wasteful of scarce public resources. It is therefore essential that interpreters present a complete and truthful account of their training, certification and experience prior to appointment so the officers of the court can fairly evaluate their qualifications for delivering interpreting services.

CANON 3: IMPARTIALITY AND AVOIDANCE OF CONFLICT OF INTEREST

Interpreters shall be impartial and unbiased and shall refrain from conduct that may give an appearance of bias. Interpreters shall disclose any real or perceived conflict of interest.

Commentary:

The interpreter's duty in a court proceeding is to serve the court and the public to which the court is a servant. This is true regardless of whether the interpreter is publicly retained at government expense or retained privately at the expense of one of the parties.

The interpreter should avoid any conduct or behavior that presents the appearance of favoritism toward any of the parties. Interpreters should maintain professional relationships with their clients, and should not take an active part in any of the proceedings. The interpreter should discourage a non-English speaking party's personal dependence.

During the course of the proceedings, interpreters should not converse with parties, witnesses, jurors, attorneys, or with friends or relatives of any party, except in the discharge of their official functions. It is especially important that interpreters, who are often familiar with attorneys or other members of the courtroom work group, including law enforcement officers, refrain from casual and personal conversations with anyone in court that may convey an appearance of a special relationship or partiality to any of the court participants.

The interpreter should strive for professional detachment. Verbal and non-verbal displays of personal attitudes, prejudices, emotions, or opinions should be avoided at all times.

Should an interpreter become aware that a proceeding participant views the interpreter as having a bias or being biased, the interpreter should disclose that knowledge to the appropriate judicial authority and counsel.

Any condition that interferes with the objectivity of an interpreter constitutes a conflict of interest. Before providing services in a matter, court interpreters must disclose to all parties and presiding officials any prior involvement or relationships, whether personal or professional, that could be reasonably construed as a conflict of interest. This disclosure should not include privileged or confidential information.

The following are circumstances that are presumed to create actual or apparent conflicts of interest for interpreters where interpreters should not serve:

1. The interpreter is a friend, associate, or relative of a party or counsel for a party involved in the proceedings;
2. The interpreter has served in an investigative capacity for any party involved in the case;
3. The interpreter has previously been retained by a law enforcement agency to assist in the preparation of the criminal case at issue;

4. The interpreter or the interpreter's spouse or child has a financial interest in the subject matter in controversy or in a party to the proceeding, or any other interest that would be affected by the outcome of the case;
5. The interpreter has been involved in the choice of counsel or law firm for that case should disclose to the court and other parties when they have previously been retained for private employment by one of the parties in the case.

Interpreters should not serve in any matter in which payment for their services is contingent upon the outcome of the case.

An interpreter who is also an attorney should not serve in both capacities in the same matter.

CANON 4. PROFESSIONAL Demeanor

Interpreters shall conduct themselves in a manner consistent with the dignity of the court and shall be as unobtrusive as possible.

Commentary:

Interpreters should know and observe the established protocol, rules, and procedures for delivering interpreting services. When speaking in English, interpreters should speak at a rate and volume that enable them to be heard and understood throughout the courtroom, but the interpreter's presence should otherwise be as unobtrusive as possible. Interpreters should work without drawing undue or inappropriate attention to themselves.

Interpreters should dress in a manner that is consistent with the dignity of the proceedings of the court.

Interpreters should avoid obstructing the view of any of the individuals involved in the proceedings. However, interpreters who use sign language or other visual modes of communication must be positioned so that hand gestures, facial expressions, and whole body movement are visible to the person for whom they are interpreting are encouraged to avoid personal or professional conduct that could discredit the court.

CANON 5: CONFIDENTIALITY

Interpreters shall protect the confidentiality of all privileged and other confidential information.

Commentary:

The interpreter must protect and uphold the confidentiality of all privileged information obtained during the course of her or his duties. It is especially important that the interpreter understand and uphold the attorney-client privilege, which requires confidentiality with respect to any communication between attorney and client. This rule also applies to other types of privileged communications.

Interpreters must also refrain from repeating or disclosing information obtained by them in the course of their employment that may be relevant to the legal proceeding.

In the event that an interpreter becomes aware of information that suggests imminent harm to someone or relates to a crime being committed during the course of the proceedings, the interpreter should immediately disclose the information to an appropriate authority within the judiciary who is not involved in the proceeding and seek advice in regard to the potential conflict in professional responsibility.

CANON 6: RESTRICTION OF PUBLIC COMMENT

Interpreters shall not publicly discuss, report, or offer an opinion concerning a matter in which they are or have been engaged, even when that information is not privileged or required by law to be confidential.

CANON 7: SCOPE OF PRACTICE

Interpreters shall limit themselves to interpreting or translating, and shall not give legal advice, express personal opinions to individuals for whom they are interpreting, or engage in any other activities which may be construed to constitute a service other than interpreting or translating while serving as an interpreter.

Commentary:

Since interpreters are responsible only for enabling others to communicate, they should limit themselves to the activity of interpreting or translating only. Interpreters should refrain from initiating communications while interpreting unless it is necessary for assuring an accurate and faithful interpretation.

Interpreters may be required to initiate communications during a proceeding when they find it necessary to seek assistance in performing their duties.

Examples of such circumstances include seeking direction when unable to understand or express a word or thought, requesting speakers to moderate their rate of communication or repeat or rephrase something, correcting their own interpreting errors, or notifying the court of reservations about their ability to satisfy an assignment competently. In such instances they should make it clear that they are speaking for themselves.

An interpreter may convey legal advice from an attorney to a person only while that attorney is giving it. An interpreter should not explain the purpose of forms, services, or otherwise act as counselors or advisors unless they are interpreting for someone who is acting in that official capacity. The interpreter may translate language on a form for a person who is filling out the form, but may not explain the form or its purpose for such a person.

The interpreter should not personally serve to perform official acts that are the official responsibility of other court officials including, but not limited to, court clerks, pretrial release investigators or interviewers, or probation counselors.

CANON 8: ASSESSING AND REPORTING IMPEDIMENTS TO PERFORMANCE

Interpreters shall assess at all times their ability to deliver their services. When interpreters have any reservation about their ability to satisfy an assignment competently, they shall immediately convey that reservation to the appropriate judicial authority.

Commentary:

If the communication mode or language of the non-English-speaking person cannot be readily interpreted, the interpreter should notify the appropriate judicial authority.

Interpreters should notify the appropriate judicial authority of any environmental or physical limitation that impedes or hinders their ability to deliver interpreting services adequately (e.g., the court room is not quiet enough for the interpreter to hear or be heard by the non-English speaker, more than one person at a time is speaking, or principals or witnesses of the court are speaking at a rate of speed that is too rapid for the interpreter to adequately interpret). Sign language interpreters must ensure that they can both see and convey the full range of visual language elements that are necessary for communication, including facial expressions and body movement, as well as hand gestures.

Interpreters should notify the presiding officer of the need to take periodic breaks to maintain mental and physical alertness and prevent interpreter fatigue. Interpreters should recommend and encourage the use of team interpreting whenever necessary.

Interpreters are encouraged to make inquiries as to the nature of a case whenever possible before accepting an assignment. This enables interpreters to match more closely their professional qualifications, skills, and experience to potential assignments and more accurately assess their ability to satisfy those assignments competently.

Even competent and experienced interpreters may encounter cases where routine proceedings suddenly involve technical or specialized terminology unfamiliar to the interpreter (e.g., the unscheduled testimony of an expert witness). When such instances occur, interpreters should request a brief recess to familiarize themselves with the subject matter. If familiarity with the terminology requires extensive time or more intensive research, interpreters should inform the presiding officer.

Interpreters should refrain from accepting a case if they feel the language and subject matter of that case is likely to exceed their skills or capacities. Interpreters should feel no compunction about notifying the presiding officer if they feel unable to perform competently, due to lack of familiarity with terminology, preparation, or difficulty in understanding a witness or defendant.

Interpreters should notify the presiding officer of any personal bias they may have involving any aspect of the proceedings. For example, an interpreter who has been the victim of a sexual assault may wish to be excused from interpreting in cases involving similar offenses.

CANON 9: DUTY TO REPORT ETHICAL VIOLATIONS

Interpreters shall report to the proper judicial authority any effort to impede their compliance with any law, any provision of this code, or any other official policy governing court interpreting and legal translating.

Commentary:

Because the users of interpreting services frequently misunderstand the proper role of the interpreter, they may ask or expect the interpreter to perform duties or engage in activities that run counter to the provisions of this code or other laws, regulations, or policies governing court interpreters. It is incumbent upon the interpreter to inform such persons of his or her professional obligations. If, having been apprised of these obligations, the person persists in demanding that the interpreter violate them, the interpreter should turn to a supervisory interpreter, a judge, or another official with jurisdiction over interpreter matters to resolve the situation.

CANON 10: PROFESSIONAL DEVELOPMENT

Interpreters shall continually improve their skills and knowledge and advance the profession through activities such as professional training and education, and interaction with colleagues and specialists in related fields.

Commentary:

Interpreters must continually strive to increase their knowledge of the languages they work in professionally, including past and current trends in technical, vernacular, and regional terminology as well as their application within court proceedings.

Interpreters should keep informed of all statutes, rules of courts and policies of the judiciary that relate to the performance of their professional duties.

An interpreter should seek to elevate the standards of the profession through participation in workshops, professional meetings, interaction with colleagues, and reading current literature in the field.

Modeled after the code of conduct provided in *Court Interpretation: Model Guide for Policy and Practice in the State Courts* National Center for State Courts, 1995

CITY OF PHOENIX MUNICIPAL COURT
 REQUEST FOR QUALIFICATIONS (RFQ) COURT INTERPRETING AND TRANSLATION SERVICES

ATTACHMENT F



**PHOENIX MUNICIPAL COURT
 CONTRACT COURT INTERPRETER APPLICATION**

NOTE: A typed application must be filed with the *City of Phoenix Municipal Court Interpreter Office*, 300 West Washington, 9th Floor, Phoenix, AZ 85003.

Interpreter Name/Agency Name					
Address		City		State	Zip Code
Cell (or Home) Phone	Work Phone		E-mail address		
Social Security Number			Tax ID Number		
LANGUAGE PROFICIENCY					
Language	Dialect	Certification		Tier Number	Dates Credentialed
		Yes	No		
		<input type="checkbox"/>	<input type="checkbox"/>		-
		<input type="checkbox"/>	<input type="checkbox"/>		-
		<input type="checkbox"/>	<input type="checkbox"/>		-
		<input type="checkbox"/>	<input type="checkbox"/>		-
		<input type="checkbox"/>	<input type="checkbox"/>		-
EDUCATION					
Schools Attended	Location	Major	Degree	Hours	Date Completed

Please list court or related interpreting experience:

(Please indicate dates and length of experience. Include any agencies you have worked in the past.)

Please list professional certifications, associations, education, or related training to this field:

(Indicate the dates of certification, education and training)

Schedule Availability <i>(Please check the days and times you are available to work.)</i>		
Days	Morning	Afternoon
<input type="checkbox"/> Monday	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tuesday	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Wednesday	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Thursday	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Friday	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Saturday	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Sunday	<input type="checkbox"/>	<input type="checkbox"/>
Additional Comments/Information:		

Certification

I hereby certify that all the information contained on this application is true to the best of my knowledge and I understand that omissions or mistakes may be cause for rejection, removal of my name from consideration of internship or discharge from contract employment. It is my responsibility to keep the Phoenix Municipal Court advised of any changes to my address or telephone number(s). I understand that a background check may be conducted as a term and condition on internship or contract employment.

Signed: _____

Dated: _____