



**CITY OF PHOENIX
HUMAN SERVICES DEPARTMENT**

**REQUEST FOR QUALIFICATIONS (RFQu)
RFQu-21-EDU-53**

**HEAD START BIRTH TO FIVE PROGRAM
INTERPRETER SERVICES**

PRE-OFFER CONFERENCE
No Pre-Offer Conference

**DEADLINE FOR RECEIVING
STATEMENT OF QUALIFICATIONS (SOQ)**
Friday, December 10, 2021 at 3:00 PM (Local Time)
Submit via email to hsdprocurement@phoenix.gov

PROCUREMENT OFFICER
Pamela M. Smith
hsdprocurement@phoenix.gov

Date RFQu Issued: November 5, 2021



TABLE OF CONTENTS

CITY OF PHOENIX

SOLICITATION RESPONSE CHECKLIST 3

SECTION I – INSTRUCTIONS 4

SECTION II – INTERPRETER SERVICES AGREEMENT 6

SECTION III – SUBMITTALS..... 56



SOLICITATION RESPONSE CHECKLIST

CITY OF PHOENIX

Please read before continuing to the offer document. This list may not include every requirement; the purpose is to assist vendors, but vendors are expected to read and comply with the entire solicitation.

Check off each of the following as the necessary action is completed.

- Followed submittal format as stated in (Section III).
- Attachments A-J have been completed and/or signed and included with the offer.
- Provided a narrative response to the Evaluation Criteria in (Section III).
- Reviewed and verified prices offered.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included signed Solicitation Addenda, if applicable.
- Offer signed by an authorized signatory of your organization.
- Reviewed the Draft Interpreter Services Agreement (Section II).

Submitted the Offer, via email, in time – City must receive Offers no later than the date and time indicated in the Schedule of Events or addenda.



SECTION I – INSTRUCTIONS

CITY OF PHOENIX

1. DESCRIPTION – STATEMENT OF NEED

- 1.1. The City of Phoenix (City) is seeking to enter into agreements with qualified foreign language interpreters to provide services to children and families enrolled in the Head Start Birth to Five Program. Through this solicitation, the City will create a Qualified Vendor List (QVL) of qualified interpreters in accordance with the specifications, provisions, evaluation criteria and requirements contained herein. The agreement will commence on or about March 1, 2022.
- 1.2. This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.
- 1.3. Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

2. SCHEDULE OF EVENTS

ACTIVITY (All times are local Phoenix time)	DATE/LOCATION
Pre-Offer Meeting	No Pre-Offer Meeting
Written Inquiries Due Date	November 29, 2021 by 3:00 p.m. Email to: hsdprocurement@phoenix.gov
Response to Written Inquiries	December 3, 2021
Offer Due Date and Time	December 10, 2021 by 3:00 p.m.
Offer Submittal Location	Bids shall be submitted electronically via email to: hsdprocurement@phoenix.gov . Enter the solicitation number on the subject line of the email when submitting your bid.
Phoenix City Council Agenda for Award	February 16, 2022

City reserves the right to change dates and/or locations as necessary, and the City does not always hold a Pre-Offer Meeting.



SECTION I – INSTRUCTIONS

CITY OF PHOENIX

3. CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION

Vendors must be registered in the City's procurePHX Self-Registration System at <https://www.phoenix.gov/procure> to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered.

4. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS

Contractor will provide Interpreter services that will be in accordance with the **Scope of Work** as set forth in **Section II – Interpreter Services Agreement, Exhibit A**, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. In performing these services, Contractor will also specifically comply with the applicable **Supplemental Terms and Conditions** that are set forth in **Section II – Interpreter Services Agreement, Exhibit E**.

5. PREPARATION OF OFFER

5.1. All forms provided must be completed and submitted with your offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.

5.2. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of your offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror's errors or omissions.

5.3. All time periods stated as a number of days will be calendar days.

5.4. It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time.

Offerors are strongly encouraged to:

5.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.

5.4.2. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.



SECTION I – INSTRUCTIONS

CITY OF PHOENIX

- 5.4.3.** Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which Offeror has discovered in or between the solicitation and such other related documents.
- 5.4.4.** The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- 5.4.5.** Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- 5.4.6.** Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- 5.4.7.** Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

6. EXCEPTIONS

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions will be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the requirements specified in the solicitation. City encourages Offerors to send inquiries to the procurement officer rather than including exception in their Offer as explained in Inquiries.



SECTION I – INSTRUCTIONS

CITY OF PHOENIX

7. INQUIRIES

- 7.1. All questions that arise relating to this solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.
- 7.2. No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after the closing date and time for the submission of offers. All questions concerning or issues related to this solicitation must be presented in writing.
- 7.3. The Procurement Officer will answer written inquiries in an addendum and publish any addenda on the Procurement Website.

10. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. It is the Offeror's responsibility to check the website throughout the entire solicitation period up to City Council award, read the entire solicitation, and verify all required information is submitted with its offer.

11. ADDENDA

The City will not be responsible for any oral instructions made by any employees or officers of the City regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addendum by signing and returning the document with the offer submittal or the Offer may be considered non-responsive.

12. BUSINESS IN ARIZONA

The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the offeror asserts a statutory exception prior to entering a contract with the City.

13. LICENSE

If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.



SECTION I – INSTRUCTIONS

CITY OF PHOENIX

14. CERTIFICATION

By signature in the Offer Form, Offeror certifies:

- The submission of the Offer did not involve collusion or other anti-competitive practices.
- Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer.

15. SUBMISSION OF OFFER

15.1. Electronic Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late Offers will not be considered. The prevailing clock will be the email arrival time.

15.2. If you plan to respond to this solicitation, please submit your Offer electronically via email to hsdprocurement@phoenix.gov. The date and time on the email will provide proof of submission and verification if the Offer was received on or prior to the Due Date and Time. Please enter the solicitation number on the subject line of the email when submitting your bid. Indicate in the body of the email that you are submitting a response to the solicitation.

15.3. Offers must be submitted electronically via email. The following information should be noted on the subject line:

- RFQu-21-EDU-53
- Head Start Birth to Five Program Interpreter Services

15.4. Indicate in the body of the email that you are submitting in response to the identified solicitation. Once submitted, the submission will be deemed a complete submission.

All Offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section. The City will respond to confirm its receipt of submission.

16. WITHDRAW OF OFFER

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the Offer by submitting a request in writing and



SECTION I – INSTRUCTIONS

CITY OF PHOENIX

signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals will not be considered. Withdrawals may not be made after the Offer due date.

17. OFFER RESULTS

Offers will be opened on the Offer due date, time and location indicated in the Schedule of Events. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

The City will post a preliminary offer tabulation on the City's website, <https://solicitations.phoenix.gov/Awards> within five calendar days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. The City will not provide any further notification to unsuccessful Offerors.

18. PRE-AWARD QUALIFICATIONS

18.1. *Qualified Interpreters for the Hearing Impaired.* Qualified Interpreters for the hearing impaired are determined upon certifications approved by the Arizona Council for the Hearing Impaired, as provided in A.R.S. §12-242.

18.2. *Certified Interpreters and/or Translators.* A certified interpreter and/or translator shall be recognized as an individual who has passed an examination administered by a recognized examination agency, such as the American Translators Association, the Federal Court Interpreter's examination, or an examination administered by a State Court, or University accredited by the United States.

18.3. *Insurance.* Upon notification of an award, the Contractor will have 10 business days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

18.4. Provider has established history of quality services.

18.5. Provider provides various foreign languages that meets the needs of the Early Head Start population.

18.6. Provider has experience in providing social services interpretation.



SECTION I – INSTRUCTIONS

CITY OF PHOENIX

19. AWARD OF CONTRACT

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.

Factors that will be considered by the City include:

- | | |
|---|--------------|
| ▪ Method of Approach and Service Implementation | (300 Points) |
| ▪ Experience and Qualifications | (200 points) |
| ▪ Number of Languages Offered/Staffing Summary | (200 points) |
| ▪ Evaluation of Proficiency | (200 points) |
| ▪ Fee Schedule | (100 points) |

Total Available Points

1000 points

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all Offers or portions thereof; or (3) reissue a solicitation.

A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Human Services Department Director. A contract has its inception in the award, which may eliminate a formal signing of a separate contract.

20. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

The City reserves the right to disqualify any Offeror based on any real or apparent conflict of interest that is disclosed by the Offer submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Offeror submitting an Offer herein waives any right to object now or at any future time, before any agency or body, including but not limited to, the Phoenix City Council or any court.

21. SOLICITATION TRANSPARENCY POLICY

21.1. Commencing on the date and time a solicitation is published, potential or actual Offerors or respondents(including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all Offers or responses are rejected and the solicitation is



SECTION I – INSTRUCTIONS

CITY OF PHOENIX

cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff who is not involved in the selection process.

- 21.2.** Offerors may discuss their Offer or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.
- 21.3.** With respect to the selection of the successful Offerors, 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 bids and offers, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the Offer review panel or selecting authority must be provided in writing to all prospective Offerors.
- 21.4.** 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 THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 21.5.** "To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy shall be disqualified until the resulting contract(s) are awarded, or all offers, or responses are rejected, and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

22. PROTEST PROCESS

- 22.1.** Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the



SECTION I – INSTRUCTIONS

CITY OF PHOENIX

solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.

- 22.2.** Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an Offer, regardless of filing a protest.
- 22.3.** Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.
- 22.4.** Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations to award the contract(s) to a particular Offeror(s) on the City's website. Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.
- 22.5.** All protests will be in writing, filed with the Procurement Officer identified in the solicitation, and include the following:
- Identification of the 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.
- 22.6.** The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43), and administrative regulations and any protests or appeals not submitted within the time requirements will not be considered.

23. 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



SECTION I – INSTRUCTIONS

CITY OF PHOENIX

clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is 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.

24. LATE OFFERS

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being a late Offer.

25. 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 based on any real or apparent conflict of interest that is disclosed by the Offeror, submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the Phoenix City Council 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 the disqualified Offeror.

26. CONTRACT AWARD

The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. Placement on the QVL is not a guarantee of work.



SECTION I – INSTRUCTIONS

CITY OF PHOENIX

27. DETERMINING RESPONSIVENESS AND RESPONSIBILITY

- 27.1.** Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.
- 27.2.** Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.
- 27.3.** Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.
- 27.4.** Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the Offeror, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible Offeror. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.
- 27.5.** The Procurement Officer will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on the information furnished by the Offeror, interviews (if any), any information at the City's request, information in any best and final Offer, and information received from Offeror's references, including information about Offeror's past history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the Solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.
- 27.6.** The Offeror's unreasonable failure to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.



SECTION I – INSTRUCTIONS

CITY OF PHOENIX

28. OFFERS NOT WITHIN THE COMPETITIVE RANGE

The City may notify Offerors of Offers that the City determined are not in the Competitive Range.

29. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE

29.1. The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.

29.2. Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

29.3. If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.

29.4. To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.



**SECTION II – INTERPRETER SERVICES
AGREEMENT**

CITY OF PHOENIX

**PROFESSIONAL SERVICES
AGREEMENT**

AGREEMENT NO. _____

**Pamela M. Smith
Procurement Officer
Human Services Department
200 W. Washington Street, 18th Floor
Phoenix, AZ 85003-1611
pam.smith@phoenix.gov**



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

TABLE OF CONTENTS

TERM OF AGREEMENT.....

PAYMENT.....

SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS.....

INDEMNIFICATION AND INSURANCE REQUIREMENTS: SEE EXHIBIT C.....

INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER.....

LEGAL WORKER REQUIREMENTS.....

CONFIDENTIALITY AND DATA SECURITY.....

CONTACTS WITH THIRD PARTIES.....

SBE/DBE UTILIZATION.....

AUDIT/RECORDS.....

COMPLIANCE WITH LAWS.....

AMENDMENTS.....

NO ORAL ALTERATIONS.....

NOTICES.....

INTEGRATION.....

GOVERNING LAW; FORUM; VENUE.....

FISCAL YEAR CLAUSE

TERMINATION OF SUSPENSION OF SERVICES

FINAL PAYMENT

PROFESSIONAL COMPETENCY

SPECIFIC PERFORMANCE

FORCE MAJEURE

DOCUMENTATION

RELEASE OF INFORMATION

CONFLICT OF INTEREST

PUBLIC RECORDS

CLAIMS OR DEMANDS AGAINST THE CITY

WAIVER OF CLAIMS FOR ANTICIPATED PROFITS

CONTINUATION DURING DISPUTES

THIRD PARTY BENEFICIARY CLAUSE

LAWFUL PRESENCE REQUIREMENTS

NO ISRAEL BOYCOTT

EQUAL OPPORTUNITY AND PAY

APPROVALS

EXHIBIT A – SCOPE OF WORK

EXHIBIT B – FEE SCHEDULE

EXHIBIT C – INDEMNIFICATION & INSURANCE REQUIREMENTS

EXHIBIT D – CONTRACTOR’S CERTIFICATE OF INSURANCE

EXHIBIT E – SUPPLEMENTAL TERMS AND CONDITIONS

EXHIBIT F – COST AND PAYMENT TERMS

EXHIBIT G – ADMINISTRATIVE REGULATION 3.41



**SECTION II – INTERPRETER SERVICES
AGREEMENT**

CITY OF PHOENIX

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
INSERT LEGAL NAME OF CONTRACTOR HERE**

This AGREEMENT is made and entered into this 1st day of March 2022, (“the Effective Date”), by and between the City of Phoenix, Arizona, a municipal corporation of the State of Arizona (hereinafter referred to as “City”) and **insert legal name of Contractor here, insert state of corporation and correct business name**, (hereinafter referred to as “Contractor”).

It is agreed by and between the parties as follows:

RECITALS

1. The City Manager of the City of Phoenix, Arizona, is authorized by the provisions of the City Charter to execute agreements for professional services.
2. The City desires to obtain the services that are specifically set forth in this Agreement.
3. The City procured these professional services in accordance with the Phoenix City Code and Administrative Regulation 3.10.
4. Contractor possesses the skills and expertise necessary to provide such services as desired by the City.
5. This Agreement is authorized by the City Council (**Ordinance Number and Agenda Number if applicable**) **Enter date**.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. TERM OF AGREEMENT

- 1.1. This Agreement begins on the Effective Date in the above introductory paragraph, and upon approval by the City, for **Enter term**.
- 1.2. This Agreement will terminate upon the earliest occurrence of any of the following:
 - 1.2.1. reaching the end of the term exercised as set forth in 1.1.



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

1.2.2. completing the services set forth in the Scope of Work attached as **Exhibit A – Scope of Work** (the “Services”).

1.2.3. payment of the maximum compensation under Paragraph 2 of this Agreement; or

1.2.4. termination pursuant to the provisions of this Agreement.

2. PAYMENT

2.1. The total amount to be remitted by the City to Contractor for all Services satisfactorily performed under this Agreement will not exceed **\$Enter amount** including reasonable and necessary travel expenses, if approved in advance by the City and included in the Exhibit B – Fee Schedule. Under this Agreement, the City will pay for Services at the rate(s) specified in the Fee Schedule and that comply with the requirements for Reimbursable Expenses as outlined below, with no additional charges for overhead, benefits, local travel or administrative support. Payments will be made in proportion to the Services performed and no more than 90% of the total contract price will be paid before the work is totally completed and accepted by the City.

2.2. Contractor will submit monthly invoices on or before the **15th** of every month. Each invoice will be accompanied with itemized receipts. The invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation will be provided that supports the charges reflected in the monthly invoice. Upon finding of an error and/or missing documentation, the City will return the invoice to Contractor. Contractor will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Failure of City to identify an error does not waive any of the City’s rights.

2.3. Invoices will be submitted to: daniela.canisales@phoenix.gov.

2.4. Contractor will demonstrate good judgment when incurring costs that are considered a Reimbursable Expense while conducting business for the City. All Reimbursable Expenses will be reasonable and prudent. Generally, Reimbursable Expenses include:

- Business Expenses: If applicable, receipts for business expenses must be submitted with all requests for payment. Business expenses that



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

require receipts include but are not limited to express mail; delivery services; messenger services; and outside printing.

- Office Expenses: If applicable, requests for reimbursement of office expenses must be submitted with a description of the task, which includes how the expense was incurred. Examples of office expenses needing documentation include but are not limited to telephone; internal printing /copies (not to exceed 0.15 cents per page for black & white copies); postage; facsimiles (long distance charges only); and supplies.
- Travel Expenses: If applicable, travel expenses must be approved in advance by the City and must be included in the Fee Schedule. Contractor will be held to comply with **Exhibit G – City of Phoenix Administrative Regulation 3.41 – Business, Conference and Training Travel and Related Expenses**, revised January 1, 2020, as it may be amended, as to the eligible and ineligible expenses for reimbursement and required documentation as available on the City’s website and incorporated herein as if attached.

3. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS

Contractor will provide interpreter services that will be in accordance with the **Scope of Work** as set forth in **Exhibit A**, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. In performing these services, Contractor will also specifically comply with the applicable **Supplemental Terms and Conditions** that are set forth in **Exhibit E**.

4. INDEMNIFICATION AND INSURANCE REQUIREMENTS: SEE EXHIBIT C.

5. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER

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

5.2. This Agreement 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 will be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of Contractor will be



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Contractor will 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 will save and hold harmless the City with respect thereto.

6. LEGAL WORKER REQUIREMENTS

6.1. The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any Contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, Contractor agrees that:

- 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 Arizona Revised Statutes § 23-214, subsection A.
- A breach of warranty herein will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- The City retains the legal right to inspect the papers of the Contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that Contractor or subcontractor is complying with the warranty herein.

7. CONFIDENTIALITY AND DATA SECURITY

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

7.2. 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 must 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.



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

- 7.3. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor will notify the City Privacy Officer 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.
- 7.4. Contractor agrees that the requirements of this Section will be incorporated into all subcontractor/subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section will 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.
- 7.5. The obligations of Contractor under this Section will survive the termination of this Agreement.

8. CONTACTS WITH THIRD PARTIES

- 8.1. Contractor or its subcontractors will not contact third parties to provide any information in connection to the Services provided under this Agreement 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 Agreement or any other prior or existing Agreement with the City, Contractor or its subcontractors will promptly inform the City giving the particulars of the information sought and will 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 will survive the termination of this Agreement.
- 8.2. Contractor agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section will 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.

9. SBE/DBE UTILIZATION

The City extends to each individual, firm, vendor, supplier, Contractor and subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of small and/or disadvantaged businesses to reflect both the industry and community ethnic composition. The use of such businesses is encouraged whenever practical.



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

10. AUDIT/RECORDS

10.1. The City reserves the right, at reasonable times, to audit Contractor's books and records relative to the performance of service under this Agreement. All records pertaining to this Agreement will be kept on a generally accepted accounting basis for a period of five years following termination of the Agreement.

10.2. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

11. COMPLIANCE WITH LAWS

Contractor will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs on Contractor, a request for an amendment may be submitted pursuant to this Agreement.

12. AMENDMENTS

Whenever an addition, deletion or alteration to the Services described in **Exhibit A – Scope of Work** substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and Contractor before such addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to Contractor may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done or materials furnished by Contractor will be allowed except as provided herein, nor will Contractor do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Contractor without prior written authorization will be at Contractor's risk, cost and expense, and Contractor agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.

13. NO ORAL ALTERATIONS

No alteration or variation of the terms of this Agreement will be binding on the parties herein unless such alteration or variation is in writing and signed by each of the parties to this Agreement. No oral understanding or agreement not incorporated in this Agreement will be binding on any of the parties herein.



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

14. NOTICES

14.1. Any notice, consent or other communication (“Notice”) required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

If to Contractor:

If to City:

Daniela Canisales, Administrative Assistant II
City of Phoenix Human Services Department – Education Division
200 W. Washington Street, 17th Floor
Phoenix, AZ 85003-1611
Office: 602.495.5671
Email: daniela.canisales@phoenix.gov

14.2. Notice will be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the day it is sent by facsimile transmission; (4) on the second day after its deposit with any commercial air courier or express delivery service; or (5) five business days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed received.

14.3. Notices sent by e-mail and facsimile transmission will also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail or facsimile transmission.

15. INTEGRATION

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, offers, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

16. GOVERNING LAW: FORUM; VENUE

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

17. FISCAL YEAR CLAUSE

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for services rendered or costs encumbered only during a fiscal year and for a period of 60 days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes §42-17108. Therefore, Contractor must submit billings for services performed or costs incurred prior to the close of a fiscal year within ample time to allow payment within this 60-day period.

18. TERMINATION OR SUSPENSION OF SERVICES

18.1. City's Right to Terminate: The City reserves the right to terminate this Agreement without cause, or to abandon the Services, or any part of the Services not then completed, by notifying Contractor in writing. Immediately upon receiving a written notice to terminate or suspend Services, Contractor will:

- Discontinue advancing the work in progress, or such part that is described in the notice.
- Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the City.
- Appraise the work it has completed and submit its appraisal to the City for evaluation.
- Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Contractor in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.

19. FINAL PAYMENT

19.1. PAYMENT: The City will make final payment for all Services performed and accepted within 60 days after Contractor has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement. Any use by the City of



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

preliminary reports, raw data or other incomplete material returned by Contractor will be at the City's sole risk for such use.

19.2. TEMPORARY SUSPENSION. The City may, by written notice, direct Contractor to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to Contractor in performance, and not due to fault or negligence of Contractor, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Contractor for a price adjustment must be supported by appropriate documentation asserted promptly after Contractor has been notified to suspend performance.

20. PROFESSIONAL COMPETENCY

20.1. QUALIFICATIONS. Contractor represents that it is familiar with the nature and extent of this Agreement, the Services, and any conditions that may affect its performance under this Agreement. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.

20.2. LEVEL OF CARE AND SKILL. Services provided by Contractor will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Contractor's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of Contractor's work will in no way relieve Contractor of liability to the City for damages suffered or incurred arising from the failure of Contractor to adhere to the aforesaid standard of professional competence.

21. SPECIFIC PERFORMANCE

Contractor agrees that in the event of a breach by Contractor of any material provision of this Agreement, the City will, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Agreement. In the event the City will elect to treat any such breach on the part of Contractor as a discharge of the Agreement, the City may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to the City under law or equity.



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

22. FORCE MAJEURE

Contractor will not be responsible or liable for, or deemed in breach hereof because of any delay in the performance of its obligations hereunder to the extent caused by circumstances beyond its control, without its fault or negligence, and that could not have been prevented by the exercise of due diligence, including but not limited to fires, natural disasters, riots, wars, unavoidable and unforeseeable site conditions, failure of the City to provide data within the City's possession or to make necessary decisions or provide necessary comments in connection with any required reports prepared by Contractor in connection with the Services and the unforeseeable inability to obtain necessary site access, authorization, permits, licenses, certifications and approvals (such causes hereafter referred to as "Force Majeure").

23. DOCUMENTATION

23.1. DISSEMINATION AND RETENTION. There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Agreement, then, and in that event, upon written demand, Contractor will relinquish to the possession and control of the City its entire file related to this Agreement and only those portions of said file deemed by the City to be not privileged will be returned to Contractor pending the resolution of the existing or anticipated litigation.

23.2. FORMAT AND QUALITY. All documents prepared by Contractor will be prepared in a format and at a quality approved by the City.

23.3. DOCUMENT REVIEW. Contractor will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.

23.4. SUBMITTALS. Contractor will provide timely and periodic submittals of all documents required of Contractor, including subcontracts, if any, as such become available to the City for review.

24. RELEASE OF INFORMATION

Contractor will not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Agreement, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law. The name of any site on which Services are performed will not be used in any



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

advertising or other promotional context by Contractor without the prior written consent of the City.

25. CONFLICT OF INTEREST

25.1. Contractor acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.

25.2. The City reserves the right to immediately terminate the contract in the event that the City determines that Contractor has an actual or apparent conflict of interest.

25.3. Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by one calendar day written notice to Contractor, terminate the right of Contractor to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Contractor as could be pursued in the event of default by Contractor.

25.4. This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

26. PUBLIC RECORDS

26.1. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Contractor acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Contractor understands that disclosure of some or all of the items subject to this Agreement may be required by law.

26.2. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Contractor, the City agrees to provide the Contractor with notice of that



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Contractor specified in their offer. Within ten days of City notice by the City, the Contractor will inform the City in writing of any objection by the Contractor to the disclosure of the requested information. Failure by the Contractor to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.

- 26.3.** In the event the Contractor objects to disclosure within the time specified, the Contractor agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Contractor does not object thereto. Furthermore, the Contractor agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

27. CLAIMS OR DEMANDS AGAINST THE CITY

27.1. Contractor acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.

27.2. Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

28. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS

Contractor waives any claims against the City and its officers, officials, agents and employees for loss of anticipated profits caused by any suit or proceeding, directly or indirectly, involving any part of this Agreement.



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

29. CONTINUATION DURING DISPUTES

29.1. Contractor agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by the City, and if it is feasible under the terms of this Agreement each party will continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

29.2. Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Agreement will not be deemed a waiver.

30. THIRD PARTY BENEFICIARY CLAUSE

The parties expressly agree that this Agreement is not intended by any of its provisions to create any right of the public or any member thereof as a third-party beneficiary nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

31. LAWFUL PRESENCE REQUIREMENT

Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must 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. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

32. NO ISRAEL BOYCOTT

By entering into this Agreement, the Contractor certifies that they are not currently engaged in and agrees for the duration of the agreement to not engage in, a boycott of goods or services from Israel.

33. EQUAL EMPLOYMENT OPPORTUNITY AND PAY

33.1. In order to do business with the city, Contractor must 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.

33.2. **For a contractor with 35 employees or fewer.** Contractor in performing under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex,



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

national origin, age, or disability, nor otherwise commit an unfair employment practice. 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 agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, contractor agreements or subleases of this agreement entered into by supplier/lessee.

33.3. For a contractor with more than 35 employees. Contractor in performing under this agreement 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. 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 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 with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contract agreements or subleases of this agreement entered into by supplier/lessee. 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.

33.4. DOCUMENTATION. Suppliers and lessees may be required to provide additional documentation to the equal opportunity department affirming that a nondiscriminatory policy is being utilized.



**SECTION II – INTERPRETER SERVICES
AGREEMENT**

CITY OF PHOENIX

33.5. MONITORING. The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article 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.

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SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

APPROVALS

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed.

CITY OF PHOENIX, an Arizona municipal corporation
JEFF BARTON, City Manager

By: _____
Marchelle F. Franklin
Human Services Director

ATTEST:

City Clerk

APPROVED AS TO FORM:
Cris Meyer, City Attorney

Patricia J. Boland
Assistant Chief Counsel

Name of company Corporation
a State corporation

By: _____
Name
Title, (President and CEO, etc.)



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

EXHIBIT A SCOPE OF WORK

1. PURPOSE

Pursuant to Chapter II, Section 2, Paragraph (1) of the Phoenix City Charter, the City of Phoenix Human Services Department (City), Education Division makes funding available to provide interpreter services for the Education Division’s Head Start Birth to Five program. Eligible participants of this program are required to participate in weekly 90-minute home visits and attend monthly professional development opportunities. This service will be delivered face-to-face in the home of the participants, virtually, or over the phone. The home visits and professional development opportunities are located within the City of Phoenix Head Start Birth to Five program boundaries which includes the school district areas of Deer Valley, Washington, Isaac, Alhambra, Cartwright, Fowler, Pendergast, and Riverside.

Participants for this program are from various ethnic backgrounds and in order to accommodate them, interpreter services are required for various languages but are not limited to Spanish, Burmese, Swahili, Arabic, Karen, Mandarin, Chinese, French, Vietnamese and American Sign Language.

2. BACKGROUND

The City of Phoenix Head Start Birth to Five program is inclusive of the Head Start preschool program for 3–5-year-olds, the Early Head Start Home-Based program for pregnant moms and families with children 0-3 years and the Early Head Start – Childcare Partnership program, a center-based model with licensed childcare partners serving children 0-3 years. The interpreter services would primarily be utilized by the Early Head Start Home-based program for weekly home visits in addition to monthly professional development for parents, intake process and follow-up with families.

The Early Head Start program provides home-based, comprehensive, social services and school readiness skills to 300 low-income families. The home visits are usually centered around parenting, child development, health issues and social services. Many of the families served are refugee families or speak other foreign languages as their primary language in the home. It is vital the Early Head Start staff are able to communicate with the family to provide services. Interpreters are needed to provide the best services possible to program participants.

3. PROFESSIONAL PRACTICE

MODES OF INTERPRETING



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

SIMULTANEOUS INTERPRETATION

Simultaneous interpretation is when an interpreter translates the message from the source language to the target language in real-time.

CONSECUTIVE INTERPRETATION

This mode of interpreting is utilized in a situation in which the speaker must first finish his statement before the interpreter begins to speak. If there is a word or phrase that the interpreter does not hear or understand, they should never guess or invent a translation. Rather, they should ask the speaker to repeat or rephrase the statement and then continue with the interpretation.

GENERAL REQUIREMENTS

The Contractor shall provide interpreters with the skills required by the specific situation.

Certified Interpreters: A certified interpreter shall be recognized as an individual who has passed an examination administered by a recognized examination agency, such as the American Translators Association, the Federal Court Interpreter’s examination, or an examination administered by a State Court, or University accredited by the United States.

Qualified (Non-Certified) Interpreters: A Qualified (Non-Certified) interpreter is an individual who is able to interpret effectively, accurately and impartially, both receptively and expressively, using any necessary vocabulary. A Qualified (Non-Certified) individual shall possess competence in both the source language and the target language and shall be able to demonstrate knowledge and skill gained from experience working in the language.

Over-The-Phone Interpretation Services: On demand over-the-phone interpretation services may be necessary for scheduling appointments or relaying information. The Contractor shall provide professional interpreters who are capable of accurately relaying information given by the Head Start program staff.

STANDARD BEHAVIOR POLICIES FOR INTERPRETERS

The Contractor and assigned personnel shall conform in all respects to the applicable work policies, standards, procedures, rules and regulation of the Human Services Department for which services are performed. The Contractor shall have policies in place concerning code of ethics/code of conduct for interpreters to follow. Contractor must be able to provide any applicable policies, as requested by the Human Services Department, within ten (10) business days.

All Contractors providing translating services shall comply with the American Translators Association Code of Ethics and Professional Practice.



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

http://www.atanet.org/governance/code_of_ethics_commentary.pdf

For services provided where health care items are discussed, the Contractor and assigned personnel shall follow the National Standards of Practice for Interpreters in Health Care issued by the National Council on Interpreting in Health Care.

<http://www.ncihc.org/ethics-and-standards-of-practice>

ACCURACY

The interpreter shall always interpret what is said thoroughly and exactly, omitting nothing, conserving the tone of the speaker and stating precisely what has been said, given the exigencies of grammar and syntax in both languages. This complete accuracy applies to all modes of interpreting: simultaneous, consecutive and summary.

CONFIDENTIALITY

The interpreter must protect the confidentiality of all knowledge gained during the course of this duty. The interpreter may have access to private documents, medical files, etc., consequently he/she must have an absolute responsibility to keep all oral and written information gained completely confidential. He/she shall also not derive personal profit or advantage from any confidential information acquired while acting in a professional capacity.

TIME RECORDS

The interpreter shall maintain accurate and detailed time records of service rendered.

KEY PERSONNEL

The City shall retain the right to interview all prospective personnel, if necessary, and to accept or reject any or all, based upon skills required and the background and experience of each individual for any given assignment.

It is essential the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Agreement. The Contractor agrees and understands the City's concurrence to the Agreement is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Contractor's proposal.

ORDER ACKNOWLEDGEMENT

Contractor shall acknowledge receipt of all Orders. Contractor shall notify the Customer, in writing or electronically, within no more than two (24) hours of receipt of an Order. Customers may accept verbal Order acknowledgment when time and circumstances permit.



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

4. CONTRACTOR'S RESPONSIBILITIES

- a. Contractor is responsible for assessing the qualifications of each interpreter and making every reasonable attempt to ensure each interpreter demonstrates appropriate proficiency in proper regional and idiomatic usages as well as possesses the required knowledge, skills and abilities.
- b. The Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Agreement.
- c. The Contractor shall only assign personnel who, regardless of position, role, or duties, are appropriately alert, fit, qualified, trained, and equipped for their assignments. Contractor shall:
 - Provide adequate numbers of appropriately qualified and authorized personnel as necessary to successfully fulfill contract requirements.
 - Assign, at minimum, the key personnel identified in the Accepted Offer to the positions, roles, and/or duties indicated therein.
 - Not remove or reassign any key person without the City's prior consent, which the City may deny at its discretion.
- d. Interpreters for the hearing impaired – The qualifications of interpreters for the hearing impaired are determined upon certifications approved by the Arizona Council for the Hearing Impaired, as provided in Arizona Revised Statutes § 12-242.
- e. In addition to a strong command of both English and the target languages, the interpreter must be capable of the following:
 - Interpret face-to-face communications for 90-minute home visits within the City of Phoenix Head Start Birth to Five program boundaries.
 - Interpret face-to-face communications for monthly professional development opportunities within the City of Phoenix Head Start Birth to Five program boundaries.
 - Ensure transportation to the participant's residence is reliable.
 - Arrive at scheduled appointment time.
 - Dress in business casual wear for neat appearance.



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

- Work during the hours of 7:30 AM and 5:00 PM, Monday through Friday; some evenings and weekends may be required.
 - Translate correspondence and related program documents.
 - Over the phone interpretation services; as needed for scheduling, etc.
- f. Due to customs and beliefs of some of the families enrolled in the Head Start program, some families prefer that the same interpreter accompanies the caseworker to each visit. Also, some families may request a female interpreter.

5. CITY'S RESPONSIBILITIES

Authorize payment no later than 30 days after receipt upon acceptance and approval of work performed. Payment of any invoice shall not preclude the City from making claim for adjustment on any service found not to have been in accordance with the Agreement.

- a. Assign a Caseworker III as a point of contact to facilitate the scheduling and approval of services.
- b. Coordinate the request for interpreter services for the participants through email with 48-hour advance notice.

6. INVOICING

Contractor shall submit a monthly itemized invoice to the City. Invoice shall include, but not be limited to:

- Contract number
- Invoice number
- Date(s) and description of services performed
- Amount
- Remit to Address

Invoices shall be submitted to Daniela Canisales, Administrative II at:
daniela.canisales@phoenix.gov.

Any cancellation of service by Head Start staff given less than 24 hours from the time of the requested service will be compensated as if it had been provided.

An interpreter that is late on an assignment shall be paid a pro-rated fee by deducting the amount of time late from the time originally requested by Head Start staff.



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

7. TRAVEL, LODGING, MEALS

Lodging and meals shall be reimbursed in accordance with the guidelines and rates established by the City of Phoenix Administrative Regulation 3.41 – Business, Conference and Training Travel and Related Expenses, revised January 1, 2020. The Contractor shall itemize travel costs and will be paid upon receipt of a properly documented invoice. The Contractor MUST submit receipts for all requested travel costs. Travel time may be authorized or paid under this Agreement as part of the eligible travel costs

The Contractor shall be expected to have their personnel provide their own transportation to and from the location of service. Eligible travel costs will be allowable on each assignment where the assignment location is **greater than 50 miles from the personnel's primary place of business or last work assignment**, as agreed to in advance by the Contractor and Human Services Department. Eligible travel costs shall begin from the personnel's primary place of business. Eligible expense shall end when the traveler returns to the primary place of business. All travel costs shall be reimbursed in accordance with the base rate offered by the Contractor in the corresponding Fee Schedule.



**SECTION II – INTERPRETER SERVICES
AGREEMENT**

CITY OF PHOENIX

**EXHIBIT B
FEE SCHEDULE**

[attached prior to contract execution]

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SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

EXHIBIT C INDEMNIFICATION & INSURANCE REQUIREMENTS

1. INDEMNIFICATION CLAUSE

Contractor (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Agreement. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses or other amount arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Agreement.

2. CONTRACTOR’S INSURANCE REQUIREMENTS

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Agreement.

The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as they determine necessary.



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

3. SCOPE AND LIMITS OF INSURANCE

Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

3.1. Commercial General Liability – Occurrence Form

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- The policy must be endorsed to include coverage for sexual abuse and molestation.
- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Agreement.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

3.2. Automobile Liability

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)	\$1,000,000
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- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

owned, leased, hired or borrowed by the Contractor, relating to this Agreement.

- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

3.3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. 23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

3.4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Services of this Agreement.
- Contractor warrants that any retroactive date under the policy must precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

4. NOTICE OF CANCELLATION

For each insurance policy required by the insurance provisions of this Agreement, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

mailed to: *City of Phoenix Human Services Department, 200 W. Washington Street, 18th Floor, Phoenix AZ 85003-1611 or emailed to hsdprocurement@phoenix.gov.*

5. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in

no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

6. VERIFICATION OF COVERAGE

Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of Agreement.

All certificates required by this Agreement must be sent directly to hsdprocurement@phoenix.gov. The City project description **Head Start Birth to Five Program Interpreter Services** must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.**

7. SUBCONTRACTORS

Contractor’s certificates shall include all subcontractors as additional insureds under its policies OR Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the Agreement, the City of Phoenix reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Agreement’s Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Agreement.



**SECTION II – INTERPRETER SERVICES
AGREEMENT**

CITY OF PHOENIX

8. APPROVAL

Any modification or variation from the insurance coverages and conditions in this Agreement must be documented by an executed contract amendment.

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**SECTION II – INTERPRETER SERVICES
AGREEMENT**

CITY OF PHOENIX

**EXHIBIT D
CONTRACTOR’S INSURANCE CERTIFICATE**

[attached prior to contract execution]

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SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

EXHIBIT E SUPPLEMENTAL TERMS AND CONDITIONS

1. FUNDING

The City of Phoenix utilizes the United States Department of Health and Human Services (DHHS) funding to support the Head Start Birth to Five Program. The Contractor shall be solely responsible for understanding and complying with all applicable regulations and requirements throughout this Agreement period.

DHHS regulations can be found at: <https://www.acf.hhs.gov/ohs/about/head-start>.

2. AVAILABILITY OF FUNDS

Funding may not be available for performance under this Agreement beyond the current fiscal year of the City. No legal liability on the part of the City for any payment may arise under this Agreement beyond the current fiscal year.

The City may reduce payments or terminate this Agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City shall have the sole and unfettered discretion in determining the availability of funds.

3. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENT

3.1 Contractor and Subcontractor Workers Background Screening:

- a. Contractor agrees that all Contractor and subcontractors' workers (collectively "Contractor's Worker(s)") that Contractor furnishes to the City pursuant to this agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise addressed in the Scope of Work.
- b. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.
- c. The background screening provided by Contractor will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening required in this section is necessary to preserve and protect the public health, safety and welfare.



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

- d. The background screening requirements set forth in this section are the minimum requirements for the agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this agreement or Contractor's failure to comply with this section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers will take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this agreement.
- e. Unless otherwise addressed in the scope of work, the Human Services Department will review and approve maximum risk background check results provided by the Contractor. Information to verify the results will be returned to the Contractor after the City's review. The City will not keep records related to background checks. The City will only respond with an approve or deny.
- 3.2. Background Screening Risk Level:** Because of the varied types of services performed, the City has established two levels of risk and associated background screening: Standard and Maximum risk. The current risk level and background screening required is **MAXIMUM RISK**.
- 3.3. Maximum Risk Level:** A maximum risk background screening will be performed every five years when the Contract Worker's work assignment will:
- work directly with vulnerable adults or children, (under age 18); or
 - any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
 - unescorted access to City data centers, money rooms, high-valve equipment rooms; or
 - unescorted access to private residences; or
 - access to critical infrastructure sites/facilities; or
 - direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.
- 3.4. Requirements:** The background screening for maximum risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

3.5. Additional Maximum Risk Background Checks: Maximum screening will additionally require:

- Fingerprint verification (when Contract Worker is working directly with children or vulnerable adults or scope takes the individual to a City location with Criminal Justice Information System (CJIS) access.)

3.6. Contractor Certification; City Approval of Maximum Risk Background Screening: Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:

- a. Determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
- b. Submitting pass/fail results to the City for approval; and,
- c. Reviewing the results of the background check every three to five years, dependent on scope; and,
- d. Engaging in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- e. Submitting the list of qualified Contract Workers to the contracting department; and,
- f. If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the Human Services Department. The Human Services Department decision on disqualification of a Contract Worker is final.
- g. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

- h. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.
 - i. The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
 - j. The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City’s completed review.
 - k. By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
 - l. Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City’s written acceptance of Contract Worker’s maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without city’s prior written approval.
- 3.7. Terms of This Section Applicable to all Contractor’s Contracts and Subcontracts:** Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this Agreement.
- 3.8. Materiality of Background Screening Requirements; Indemnity:** The background screening requirements are material to City’s entry into this Agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this Agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor’s services under this Agreement or Contractor’s failure to



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

3.9. Continuing Duty; Audit: Contractor’s obligations and requirements that Contract Workers satisfy this background screening section will continue throughout the entire term of this agreement. Contractor will notify the City immediately of any change to a background screening of a Contract Worker previously approved by the City. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor’s compliance with this section.

4. NON-ASSIGNABILITY

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

5. MANDATORY DISCLOSURES

Contractor must disclose, in a timely manner, in writing to City all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Head Start award. If Contractor receives Federal funds in excess of \$10,000,000 for any period during the performance of this Agreement it is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM). (See Appendix XII to 45 CFR Part 75). Failure to make required disclosures can result in any of the remedies described in 45 CFR § 75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

7. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

In accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension,” Contractor agrees that neither it, nor its principals is presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction evidenced by this Agreement by any federal department, and agrees to comply with the requirements of 2 CFR Part 180 and 2 CFR Part 376.

8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Applicable to all contracts in excess of \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act, as amended



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

(33 USC 1251-1387). Violations must be reported to the City, the Department of Health and Human Services, and the San Francisco Regional Office of the Environmental Protection Agency (EPA).

9. LOBBYING

The Contractor agrees to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a requirement for contracting. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

10. POLITICAL ACTIVITY

Contractor shall comply with the requirements of the Hatch Act which restricts political activity of individuals employed by recipient or subrecipients whose principal employment is in connection with an activity that is financed in whole or in part by grants made by the Federal agency.

11. COMPETITIVE BIDDING

If the purchase of supplies and equipment has been authorized in this Agreement, the Contractor shall procure all such items at the lowest practicable cost and shall purchase all non-expendable items costing \$1,000 or more and having a useful life of more than one year, through a generally accepted and reasonable competitive bidding process. Any procurement in violation of this provision shall be considered a financial audit exception. The Contractor shall expend City funds in a manner that would serve the public interest and honor the public trust.

12. ACCOUNTING

Contractor's accounting practices shall be in conformance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB) for state and local governmental entities or by the Financial Accounting Standards Board (FASB) for non-governmental entities. Contractor shall maintain separate accounts for City funds awarded under this Agreement.

13. ALLOWABLE COSTS

Contractor shall comply with the following Cost Principles as applicable to determine the allowability of incurred costs for the purpose of reimbursing costs under the Agreement terms and conditions. Contractor certifies that funds received



SECTION II – INTERPRETER SERVICES AGREEMENT

CITY OF PHOENIX

under this Agreement will be expended to achieve the purposes of this Agreement and to meet costs defined as allowable by the federal funding agency or the following federal guidelines:

- OMB Circular A-21 for educational institutions
- OMB Circular A-87 for State, local and Indian Tribal Governments OMB Circular A-122 for Non-Profit organizations
- 48 CFR Chapter 1-31.2 for Commercial Organizations

14. SUBSTANTIAL INTEREST DISCLOSURE

14.2. Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the City.

14.3. Lease agreements, rental agreements, or purchase of real property covered by Paragraph A of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

14.4. For the purpose of this Section, "relative" shall have the same meaning as in City's Administrative Regulation 2.91 (2) Definition.

15. COST OR PRICING DATA CERTIFICATION

By signing this Agreement, any amendment thereto, or other official form, Contractor certifies, to the best of Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete, and current as of the date submitted or other mutually agreed upon date. Furthermore, if the City finds that the price was increased because the cost or pricing data furnished by Contractor was inaccurate, incomplete or not current as of the date of certification, the City will readjust the price to exclude any significant amount. Such adjustment by the City may include overhead, profit or fees. When the Agreement rates are set by law or regulation, the certifying of cost or pricing data does not apply.



**SECTION II – INTERPRETER SERVICES
AGREEMENT**

CITY OF PHOENIX

**EXHIBIT F
COSTS AND PAYMENT TERMS**

[attached prior to contract execution]

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**SECTION II – INTERPRETER SERVICES
AGREEMENT**

CITY OF PHOENIX

**EXHIBIT G
ADMINISTRATIVE REGULATION.3.41**

[attached prior to contract execution]

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SECTION III – SUBMITTALS

CITY OF PHOENIX

1. COPIES

- 1.1. Please submit one (1) original of the Submittal Section (Tabs 1-8) and all other required documentation via email.
- 1.2. **Please submit only those documents outlined in the Submittal Section, do not submit a copy of the entire solicitation document.** This offer will remain in effect for a period of 180 calendar days from the opening date and is irrevocable unless it is in the City’s best interest to release offer(s).
- 1.3. **Documents shall be submitted in Portable Document Format (PDF). Multiple email submissions with documents following the initial email will not be accepted. The submission should be contained in one email.** Contact the Procurement Officer listed on the cover page if your PDF attachments exceed the mail server’s size limit, and your email cannot be sent.

2. HOW TO SUBMIT ELECTRONICALLY

Step 1: Put together your offer documents in PDF format. Submit each tabbed section in PDF file(s) as outlined in Section 4 below.

Step 2: Enter hsdprocurement@phoenix.gov in the “To” field.

Step 3: Enter the Solicitation Title and Number and your company name in the “Subject” field

Step 4: Include in the body of the email that you are submitting in response to the identified solicitation.

Step 5: Attach all applicable documents for your submission.

Step 6: Click “Send.” Once submitted, the submission will be deemed a complete submission.

3. EVALUATION CRITERIA

In accordance with Administrative Regulation 3.10, Qualifications Based Selections, contracts will be awarded to the most highly qualified and responsible offerors, taking into consideration the evaluation criteria set forth in the request for qualifications. The evaluation criteria are listed below along with the possible points assigned to each. Additional information for each criterion is provided below.



SECTION III – SUBMITTALS

CITY OF PHOENIX

3.1. General Information	(no point value)
3.2. Method of Approach and Service Implementation	300 Points
3.3. Experience and Qualifications	200 Points
3.4. Number of Languages Offered/Staffing Summary	200 Points
3.5. Evaluation of Proficiency	200 Points
3.6. Fee Schedule	100 Points

TOTAL AVAILABLE POINTS: 1,000 Points

4. OFFER SUBMITTAL FORMAT:

The written Offer should be:

- Typewritten for ease of evaluation.
- Signed by an authorized representative of the Offeror.
- Submitted with contact information for the individual(s) authorized to negotiate with the City.
- Submitted with a table of contents with the following major sections:

- Tab 1 General Information**
- Tab 2 Method of Approach and Service Implementation**
- Tab 3 Experience and Qualifications**
- Tab 4 Number of Languages Offered and Staffing Summary**
- Tab 5 Evaluation of Proficiency**
- Tab 6 Fee Schedule**
- Tab 7 Other Required Submittals (Attachments A-J)**
- Tab 8 Signed Addenda, if applicable**

5. EVALUATION CRITERIA: The Offer shall include the following information and must be submitted in the following sequence. Offerors should reference ***Attachment K – Evaluation Scoring Rubric***, which will be utilized in the evaluation of Offers.

5.1. Tab 1 – General Information

In this Section, Offeror shall provide one page with the following information:

Full company name, address, phone number, and the name and email address of your contact person for the offer. Do not include additional information.

5.2. Tab 2 – Method of Approach and Service Implementation (300 Maximum Points)

Provide a narrative response that clearly demonstrates an understanding of



SECTION III – SUBMITTALS

CITY OF PHOENIX

the Scope of Work and describes the organization's overall method of approach for providing the required services as stated in this solicitation. The response shall include at a minimum the following sections clearly titled (bold print below) and shall contain the information requested. Failure to address any of the items may have a negative impact on the Offeror's score.

1. Problem Resolution. Describe your organization's methodology for problem resolution. Illustrate how your organization tracks responsiveness and end-user satisfaction in a quantifiable manner to ensure quality customer service.

2. Provision of Services. Provide a narrative description outlining the methods/techniques your organization uses in the provision of services applicable for various types of interpreting settings. Address the following sections as applicable.

3. Personnel Assignments. Describe your process for determining appropriate personnel for specific assignments. Explain how you ensure cultural sensitivity when making assignments.

5.3. Tab 3 – Experience and Qualifications (200 Maximum Points)

Submit a brief summary of your organization's experience and expertise providing Interpreter services. At a minimum, the following elements shall be included:

Pertaining to the organization:

- a. Stable business history in Phoenix, Arizona.
- b. The location, size, and key staff.
- c. Number of years providing interpreter services as it relates to the requirements of the solicitation.
- d. Experience serving the target population.
- e. Provide three current references you provided similar services for including names and contract information. (**Exhibit F-References**).

5.4. Tab 4 – Number of Languages Offered/Staffing (200 Maximum Points)

Submit a summary list of languages offered and the number of interpreters available for each language. **Attachment H – Number of Languages Offered.** Attach additional pages if necessary. Submit a Staffing Summary of proposed personnel, **Attachment I – Staffing Summary.**



SECTION III – SUBMITTALS

CITY OF PHOENIX

5.5. Tab 5 – Evaluation of Proficiency (200 Maximum Points)

Submit a written narrative in sufficient detail to allow for adequate evaluation of the proposal. The language of each narrative should be straightforward and limited to facts, should include timeframes and position(s) responsible for service delivery, and should include how services will be delivered in a culturally and linguistically appropriate manner.

QUESTION 1

Describe how your organization will determine and document that all interpreters meet the following interpretation service requirements for each mode of interpretation. Refer to Item 3 – General Requirements – Scope of Work, for certification and qualification requirements:

- Certified Interpreters
- Qualified (Non-Certified) Interpreters
- Interpreters for the Hearing Impaired
- Over-the-Phone Interpretation Services
- Compliance with the American Translators Association Code of Ethics and Professional Practice.

QUESTION 2

Explain the methodology used to test and hire qualified interpreters.

QUESTION 3

Describe your organization's training/continuing education program for employees and subcontractors. Describe how employed interpreters obtain their certifications and by what organization. List the percentage of certified interpreters your organization offers.

5.6. Tab 6 – Fee Schedule (100 Maximum Points)

Offerors should submit an amount that will be the rate per hour and inclusive of all administrative and direct costs. All assignments shall be charged an initial two (2) hour rate minimum with any additional required service time billed in 15-minute increments. Cumulative total hours not to exceed a workday of eight (8) to ten (10) hours maximum. Hourly rates shall be computed in terms of base rates, plus applicable rates for additional charges, which shall be defined as follows:

- ***Certified In-Person Interpreter Hourly Rate (Spanish and Other Listed Languages).*** The hourly rate charged per assigned interpreter for services performed during Monday through Friday between the hours of 7:30 AM – 5:00 PM.



SECTION III – SUBMITTALS

CITY OF PHOENIX

- **Qualified (Non-Certified) In-Person Interpreter Hourly Rate (Spanish and Other Listed Languages).** The hourly rate charged per assigned interpreter for services performed during Monday through Friday between the hours of 7:30 AM – 5:00 PM.
- **In-Person Interpreter After-hour, Weekend and Holiday Percentage Base Rate Increase.** The percentage increase (applied to the rates given for the above In-Person Interpretation services) for services performed after normal business hours, on weekends or City holidays. Business hours shall be defined as Monday through Friday between the hours of 7:30 AM – 5:00 PM. Holiday charges shall apply to any City observed holidays. The base rate increase applies to all line items offered for In-Person Interpretation Services.
- **Short Notice Percentage Base Rate Increase.** The percentage increase (applied to the rates given for the above In-Person Interpretation services) for services performed with less than two (2) business days' notice. The base rate increase applies to all line items offered for In-Person Interpretation Services.
- **Certified In-Person Trilingual/Relay Interpreter Hourly Rate.** The hourly rate, per interpreter, for services where a trilingual interpreter is required.
- **Remote Video Interpretation Rate – Advance Notice (Spanish and Other Listed Languages) (Optional).** The per-minute rate charged for services arranged in advance, by appointment with at least 48 hours' notice.
- **Remote Video Interpretation Rate – On-Demand (Spanish and Other Listed Languages) (Optional).** The per-minute rate charged for services requested on-demand, 24 hours a day, seven days per week where interpreters shall be available within 30 minutes of the initial contact.

Contractor Personnel (Over-the-Phone Interpreter Services). Rates shall be charged per-minute and inclusive of all administrative and direct costs. The rates shall be defined as follows:



SECTION III – SUBMITTALS

CITY OF PHOENIX

- ***Over-the-Phone Interpreter Rate (for Spanish and Other Listed Languages).*** The per-minute rate charged per assigned interpreter for services performed during Monday through Friday between the hours of 7:30 AM – 5:00 PM.
- ***Over-the-Phone Interpreter After-hour, Weekend and Holiday Percentage Base Rate Increase.*** The percentage increase (applied to the rates given for the above Over-the-Phone Interpretation services) for services performed after normal business hours, on weekends or City holidays. Business hours shall be defined as Monday through Friday between the hours of 7:30 AM – 5:00 PM. Holiday charges shall apply to any City observed holidays. The base rate increase applies to all line items offered for Over-the-Phone Interpretation Services.

5.7. Tab 7 – Other Required Submittals

In this Section, Offeror shall complete and submit the following documents:

- Attachment A – Offer Form
- Attachment B – Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusions
- Attachment C – Confidential Information Form
- Attachment D – Solicitation Conflict & Transparency Disclosure Form
- Attachment E – Authority to Sign Documents
- Attachment F – References
- Attachment G – Assurances
- Attachment H – Number of Languages Offered
- Attachment I – Staffing Summary
- Attachment J – Cost and Payment Terms and Options



SECTION III – SUBMITTALS

CITY OF PHOENIX

5.8. Tab 8 – Signed Addenda

In this Section, Offeror must acknowledge receipt of all solicitation addenda, if applicable, by signing and submitting the addenda with their Offer.