City of Phoenix

REQUEST FOR QUALIFICATION

PMC RFQu-25-001

COURT FOREIGN LANGUAGE INTERPRETATION AND TRANSLATION SERVICES

CITY OF PHOENIX

PHOENIX MUNICIPAL COURT

300 W. WASHINGTON ST

PHOENIX, AZ

85003

RELEASE DATE: July 1, 2025

DEADLINE FOR QUESTIONS: undefined

RESPONSE DEADLINE: June 30, 2030, 5:00 pm

City of Phoenix
REQUEST FOR QUALIFICATION
PMC RFQu-25-001
Court Foreign Language Interpretation and Translation Services

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Attachments:

A - Fee Schedule - PMC RFQu-25-001

B - AO 2016-02 - Credentialing for Court Interpreters

C - ACJA 7-301 - Continuing Education Requirements for Credentialed Court Interpreters

D - AO 2015-98 - Arizona Court Interpreter Code of Conduct

E - PMC Contract Court Interpreter Application

1. Introduction

1.1. Contact Information

Cristina Parra

Phoenix Municipal Court

Email: cristina.parra@phoenix.gov

Phone: (602) 228-1269

1.2. Schedule of Events

The City reserves the right to change dates, times, and locations, as necessary. The City does not always hold a Pre-Offer Conference or Site Visit. All times in the Schedule of Events are Local Phoenix, AZ Time.

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Monica Zavalza) at (602) 495-2435/Voice or 711/TTY, or monica.zavalza@phoenix.gov, no later than two (2) weeks prior to the meeting.

Solicitation Issue Date:	July 1, 2025
Offer Due Date:	June 30, 2030, 5:00pm

2. Instructions, Certifications, Licenses, Qualifications

2.1. Preparation of Offer

All forms provided must be completed and submitted with the Offer. The signed and completed Conflict of Interest and Transparency form must be included or your Offer may be deemed non-responsive.

It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the 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 No offer will be altered, amended or withdrawn after the specified offer due date and time.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.

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

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:

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

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

C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.

D. 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. The 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.

E. 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.

F. 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.

2.2. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from the City's Procurement Portal: https://procurement.opengov.com/portal/phoenix/projects/174424. Any interested Offerors without internet access may obtain this solicitation by picking up a copy during regular business hours at the Phoenix Municipal Court, 300 W Washington Street, 9th Floor, Phoenix, AZ. It is the Offeror's responsibility to check the City's Procurement Portal, read the entire solicitation, and verify all required information is submitted with their Offer.

2.3. Exceptions

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may 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.

2.4. Inquiries

All questions that arise relating to this solicitation should be directed to Cristina Parra in the Office of the Court Interpreter (the "OCI") at the Phoenix Municipal Court.

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

2.5. Licenses

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.

2.6. Certifications

By signature in the Offer section of the Offer and Acceptance page(s), Offeror certifies:

- The submission of the Offer did not involve collusion or other anti-competitive practices.
- The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The 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.

2.7. Submission of Offer

The OCI is responsible for establishing a Contract Court Interpreter ("CCI") list based on minimum required qualifications. Once established, the CCI list will be in effect and the RFQu will be open for offerors to submit responses on an ongoing basis unless rescinded, in the sole discretion of the OCI.

Offerors should submit a completed copy of the Phoenix Municipal Court's official Contract Court Interpreter Application form (a copy of which appears as "Attachment E" to this RFQu). The Court may revise this application form at any time while this RFQu remains open, or otherwise, in the Court's sole discretion.

The required Contract Court Interpreter Application form shall be submitted to the Phoenix Municipal Court Management Services Division. The OCI will evaluate completed applications and establish and amend the RFQu List as appropriate. Application forms can be mailed or submitted in person, Monday through Friday, excluding holidays, between 8:30 am to 4:30 pm to:

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

The City may confirm any information provided in the Offeror's submittal.

Please DO NOT submit links to Google Docs, Dropbox Paper, or similar services. Your offer will be deemed non-responsive if your offer is supplied utilizing these services.

2.8. Determining Responsiveness and Responsibility Review

Offers will be reviewed for documentation of any required minimum qualifications, and completeness and compliance with the solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

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 will render an Offer nonresponsive.

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.

2.9. Right to Disqualify

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the offer 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 City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace a disqualified Offeror.

2.10. Offer Results

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.

2.11. Pre-Award Qualifications

To promote high-quality interpreter services, the Phoenix Municipal Court adheres to the governing policies and standards specified by Arizona Supreme Court Administrative Order 2016-02, Credentialing for Court Interpreters, as well as any amendments thereto or supplemental orders or guidelines issued by the Supreme Court in connection with the Arizona Court Interpreter Credentialing Program. Accordingly, pursuant to Administrative Order 2016-02, appointment preference will be given to credentialed contract interpreters and to agencies who agree to provide credentialed interpreters when available. In addition to the foregoing, the Office of the Court Interpreter ("OCI") of the Phoenix Municipal Court will be responsible for assessing the qualifications of each contract interpreter. See “Attachment B” Arizona Supreme Court Administrative Order 2016-02, Credentialing for Court Interpreters.

Interpreters for the hearing impaired - The qualifications of interpreters for the hearing impaired are determined by the OCI upon certifications approved by the Arizona Commission for the Deaf and the Hard of Hearing, as provided in A.R.S. Section 12-242.

2.12. Certificates of Insurance

Upon notification of a recommended award, the Offeror will have fourteen (14) calendar 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.

2.13. Award of Contract

The Office of the Court Interpreter ("OCI") is responsible for establishing a Contract Court Interpreter (“CCI”) list based on minimum required qualifications. Once established and in the sole discretion of the OCI, the CCI list will be in effect and the RFQu will be open for offerors to submit responses on an ongoing basis until rescinded. The placing of an offeror on the CCI list does not establish a contract between the offeror and the City. Further, the City is not obligated to accept any submittal or to negotiate with any Offeror. The City reserves the right to accept submittals which are deemed most favorable and in the best interests of the City, to reject any or all submittals, and to be the sole judge of the best offerors suited for the City.

The City will draft all final contracts and associated documents resulting from this RFQu and the City reserves the right to award a contract to offerors on the CCI list by individual line items, by group, all or none, or any other combination most advantageous to the City. Further, the City reserves the right to award multiple contracts.

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

A. Factors that may be considered by the City include:

1. Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts;
2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation;
3. Safety record; and,
4. Offeror history of complaints and termination for convenience or cause.

B. Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; (2) reject any or all offers or portions thereof; (3) reissue a solicitation or RFQu; (4) procure any service by any other means; (5) request additional information and data from any or all offerors; or (6) negotiate with any qualified offeror.

C. A response to this solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained, herein. A contract has its inception in the award, manifested through a formal signing of a separate contract--the City of Phoenix, Arizona Contract Form Court Interpreting and Translation Services. As a result, the terms, conditions and specifications of this RFQu, in any addendum or contract amendment, and in the separate contract titled "The City of Phoenix, Arizona Contract Form Court Interpreting and Translation Services" will comprise the Contract between an offeror and the City, upon execution by all parties. Additionally, offers do not become contracts until they are executed by the Department Director, or the Director's designee.

D. The language contained in this RFQu, the Offeror's Contract Court Interpreter Application form(s) and the City of Phoenix, Arizona Contract Form Court Interpreting and Translation Services executed by the relevant and respective parties will form any resulting contract between the City of Phoenix and Offeror (the would be "Contractor"). **HOWEVER, THIS RFQu, BY ITSELF, DOES NOT COMMIT THE CITY TO: (A) ENTER INTO A CONTRACT WITH ANY OFFEROR; (B) PAY ANY COSTS INCURRED BY ANYONE IN THE PREPARATION OF A SUBMITTAL TO THIS REQUEST, OR IN SUBSEQUENT NEGOTIATIONS; (C) PROCURE A CONTRACT FOR THE SERVICES, HEREIN.**

2.14. Solicitation Transparency Policy

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 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. Offerors may not discuss the solicitation with any City employees or evaluation panel members.

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through 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.

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 proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.

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.

"To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will 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.

2.15. Protest Process

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

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

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

2.16. Applicable Law

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

2.17. Public Record

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request 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 Offerors 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.

2.18. Right to Disqualify

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offer 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 City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

3. Scope of Work; Compensation; Ethics, Image Policy, Continuing Education

The parties agree that should Offeror be selected to contract with the City, and should Offeror and the City sign the document titled “Contract Form Court Interpreting and Translation Services,” its terms and conditions together with all the provisions of this RFQu are automatically incorporated together and comprise the overall Contract between the City of Phoenix and Offeror ("Contractor”).

3.1. Scope of Work

The Offeror, if deemed qualified, will perform interpreting services (the “Services”) in the target language for the Phoenix Municipal Court and City of Phoenix Prosecutor's Office. The Services require a strong command of both English and the target language and the interpreter must be capable of the following:

A. Simultaneous interpretation of court proceedings;

B. Consecutive interpretation in and out of court as requested;

C. Translation of court-related documents and attorney-client correspondence;

D. Working the hours of 8:00 am to 5:00 pm, in part or in whole, Monday through Friday; including irregular hours such as weekends, holidays, and evenings, as required;

E. Providing interpretation and translation services as needed and directed by any of the Function Heads (or designees) of the Phoenix Municipal Court and the City of Phoenix Prosecutor's Office.

F. An Offeror, determined to be qualified, will be added to the CCI list upon execution by the City (through the Court) and Offeror of the separate contract titled The City of Phoenix, Arizona Contract Form Court Interpreting and Translation Services, which contract may be revised at at any time in the Court’s sole discretion.

3.2. Compensation

Qualified Offerors who are selected and enter into a contract, for the described interpreter services, herein, will be added to the CCI List and will be compensated according to the fee schedule set forth in Attachment A to this PMC RFQu-25-001. The Court reserves the right to adjust the fee schedule, periodically, to remain within the fair market value for the interpreter services listed in the SOW and to notify the selected Offerors (“Contractors”) in accordance with the provision titled “NOTICES” in the separate contract titled The City of Phoenix, Arizona Contract Form Court Interpreting and Translation Services.

3.3. Court Interpreter Ethics; The Professional Image Policy; Interpreter Continuing Education Requirements

Professional Code of Ethics and Practices for Court Interpreters. Offeror shall comply with the Arizona Interpreter Code of Conduct adopted by Arizona Supreme Court Administrative

Order (“AO”) 2015-98, Attachment D to this RFQu. This includes any Arizona Supreme Court amendments to AO 2015-98 and any supplemental orders or guidelines connected, thereto.

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

Arizona Court Interpreter Credentialing Program Continuing Education Requirement. All credentialed court interpreters must attend and complete at least twenty (20) credit hours of approved continuing education every two (2) years, between the period of January 1st in odd-numbered years and December 31st in even-numbered years. “Credentialed court interpreter” means a person to whom the AOC has conferred any one of the credentials available under the ACICP. The continuing education requirements described in Arizona Code of Judicial Administration (ACJA) § 7-301 (Attachment C) apply to all interpreters who have been granted any tier of ACICP credential regardless of their working language or status as a staff or freelance interpreter. **All freelance interpreters/all Contractors shall comply and remain in good standing with the ACICP's continuing education requirement.**

4. Standard Terms and Conditions

4.1. Definition of Key Words Used in the Solicitation

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the Offer without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions will apply:

“A.R.S.” Arizona Revised Statute

“Buyer” or “Procurement Officer” City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.

"City" The City of Phoenix

"Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City, and upon award, executes the contract with the City.

"Contract” or “Agreement" The legal agreement executed between the City of Phoenix, AZ and the Contractor.

“Days” Means calendar days unless otherwise specified.

“Chief Procurement Officer” The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

“Employer” Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. § 23-211).

“Offer” Means a response from a Supplier, Contractor, or Service Provider to a solicitation request that, if awarded, binds the Supplier, Contractor, or Service Provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.

“Offeror” Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.

“Solicitation” Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed Offers, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, Offers, or quotes from suppliers.

"Suppliers" Firms, entities or individuals furnishing goods or services to the City.

"Vendor or Seller" A seller of goods or services.

4.2. City's Vendor Self-Registration and Notification

Vendors must be registered in the City's Procurement Portal at https://procurement.opengov.com/portal/phoenix to respond to solicitations and access procurement information.

Vendors must also be registered in the City's procurePHX Self-Registration System at https://www.phoenix.gov/procure prior to contract execution.

The City may, at its sole discretion, reject any offer from an Offeror who has not registered.

4.3. 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.

4.4. Contract Interpretation

A. **Applicable Law:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.

B. **Contract Order of Precedence:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:

1. Federal terms and conditions, if any.
2. Special terms and conditions.
3. Standard terms and conditions.
4. Amendments.
5. Statement or Scope of Work.
6. Specifications.
7. Attachments.
8. Exhibits.
9. Instructions to Contractors.
10. Other documents referenced or included in the Solicitation.

C. **Organization – Employment Disclaimer:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and

the rights and obligations of the parties will be only those expressly set forth in the Agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the Agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.

D. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

E. **Non-Waiver of Liability:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

F. **Parol Evidence:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

4.5. Contract Administration and Operation

A. **Records:** All books, accounts, reports, files and other records relating to this Contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the Contract. Such records will be produced at a City office as designated by the City. Confidentiality will be maintained, and the City will not violate any proprietary or other confidentiality agreements Contractor has in place.

B. **Equal Employment Opportunity and Pay; Discrimination Prohibited:** Contractor agrees to abide by the provisions of the Phoenix City Code, 1969, Chapter 18, Article V, as amended. Any Contractor, in performing under this Contract, will neither discriminate against any worker, employee, or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. Further, the Contractor will take action to ensure that applicants and employees are dealt with without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and

women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include, 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. The 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 agrees that this clause will be incorporated in all subcontracts, job-contractor agreements, or subleases of this Agreement entered into by Contractor. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.**For a Contractor with more than 35 employees:** In addition to the requirements above, if Contractor has more than thirty-five (35) employees, 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.**Documentation:** Contractor may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.**Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of contractors subject to this article (Phoenix City Code, 1969, Chapter 18, Article V, as amended) 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

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

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

   2. A breach of a warranty under paragraph (C)(1) will be deemed a material breach of the contract that is subject to penalties up to and including termination of the Contract.

   3. The City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph (C)(1).

D. **Health, Environmental, and Safety Requirements:** Contractor agrees that its products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and

ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives and upon a good-faith basis, the Contractor will provide the City:

1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) if applicable to services provided by the Contractor in this contract.
2. If applicable, a list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.
3. The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or its subcontractor(s). The City will also have the right to inspect operations conducted by the Contractor or its subcontractor(s) in the performance of this Agreement.

E. **Compliance with Laws; Violations Disclosure:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City.Contractor shall notify the City, through the OCI, and specifically identify any notices from any regulatory authority with respect to any violation, or alleged violation, of any law or regulation by Contractor or any subcontractor of Contractor. Further, Contractor shall immediately notify the City, through the OCI, of any inspection, audit, or review by any regulatory authority, including of any records procedure of Contractor or its subcontractor(s) and provide the City, through the OCI, with a copy of any written findings prepared by such regulatory authority in connection with such inspection, audit, or review.As applicable, Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because Contractor will be acting as an independent contractor, the City assumes no responsibility for Contractor's acts.

F. **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. The law, and by extension this provision, does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

G. **Continuation During Disputes:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

H. **Electronic Signatures:** Electronic signatures are valid under Arizona law. Either or all parties may execute this Agreement by scanned or electronic signature, and any such scanned or electronic signature shall be deemed an original, valid, and binding signature if issued with proper signature authority.

4.6. Costs and Payments

A. **General:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty (30) to forty-five (45) calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.

B. **Payment Deduction Offset Provision:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

C. **Late Submission of Claim by Contractor:** The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.

D. **Discounts:** If applicable, payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

E. **No Advance Payments:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of Work for subscription services.

F. **Fund Appropriation Contingency:** The Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure, therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

G. **Maximum Prices:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the

undelivered balance. The Contractor will promptly notify the City of such price reductions.

H. **F.O.B. Point:** All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.

4.7. Contract Changes

A. **No Verbal Agreements; Contract Amendments:** Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the Contract, will affect or modify any of the terms or obligations contained or to be contained in the Contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

B. **Assignment - Delegation:** No right or interest in this Contract nor monies due, hereunder, will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

C. **Non-Exclusive Contract:** Any contract resulting from this RFQu will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from other sources.

4.8. Risk of Loss and Liability

A. **Title and Risk of Loss:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

B. **Acceptance:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth, herein.

C. **Force Majeure:** Except for payment of sums due, neither party will be liable to the other, nor deemed in default under this Contract if, and to the extent that such party's performance of this contract is prevented, by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in

writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results, or the effects such delay prevent the delayed party from performing in accordance with this Contract.

D. **Loss of Materials:** The City does not assume any responsibility, at any time, for the protection of, or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the City.

E. **Contract Performance:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the designated City facilities, unless otherwise specifically addressed in the Scope of Work, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the Contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor. The Contractor will have thirty (30) days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is agreed upon by the parties via a written contract amendment. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due, or to become due to the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the Agreement for default.

F. **Damage to City Property:** Contractor will perform all work specified in this Agreement so that no damage to City buildings or grounds results. Contractor will be responsible for repair of any damage caused to the satisfaction of the City at no cost to the City. Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

4.9. City's Contractual Rights

Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

A. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.

B. **Default in One Installment to Constitute Breach:** Each installment or lot of the Agreement is dependent on every other installment or lot and a delivery of non-

conforming goods or services, or a default of any nature under one installment or lot will impair the value of the whole Agreement and constitutes a total breach of the Agreement as a whole.

C. **On Time Delivery:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.

D. **Default:** In case of default by the Contractor, the City may, by written notice, cancel this Contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Solicitation and/or Performance Bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

E. **Covenant Against Contingent Fees:** Contractor warrants that no person or agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For a breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

F. **Work Product, Equipment, and Materials:** All work product, equipment, or materials created or purchased under this Contract belongs to the City and must be delivered to the City at City's request upon termination of this Contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this Contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

4.10. Contract Termination

A. **Gratuities:** The City may, by written notice to the Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such Contract. In the event this Contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

B. **Conditions and Causes for Termination:**

1. This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days' written notice to Contractor. The City at its convenience, by written notice, may terminate this Contract, in whole, or in part. If this Contract is terminated, the City will be liable only for payment under the payment provisions of this Contract for services rendered and accepted material

received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. Contractor will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

2. The City reserves the right to cancel the whole or any part of this Contract due to failure of Contractor to carry out any term, promise, or condition. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:
    - In the opinion of the City, Contractor provides personnel who do not meet the Contract requirements;
    - In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;
    - In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;
    - Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;
    - In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the Contract and/or gives the City a positive indication that Contractor will not or cannot perform to the requirements of the Contract.

C. **Contract Cancellation:** All parties acknowledge that this Contract is subject to cancellation by the City of Phoenix pursuant to A.R.S. § 38-511.

4.11. Notice

All notices, consents, approvals, and other communications ("Notice") between the City and Contractor that are required to be given under this Contract shall be in writing and given by (1) personal delivery, (2) email with return receipt requested (read receipt), (3) prepaid delivery to any commercial air courier or express delivery service, or (4) registered or certified mail, postage prepaid and return receipt requested, through the United States Postal Service.

Notices to the City shall be sent to: Phoenix Municipal Court, Cristina Parra, Office of the Court Interpreter, 300 W. Washington Street, Phoenix, AZ 85003-2103.

Notice to Contractor shall be sent to the person at the mailing address, or email address, listed by Contractor in the City of Phoenix Contract Form Court Interpreting and Translation Services, which is required to be executed by all Contractors that will provide interpreting services to the Court.

4.12. Integration

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, 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.

4.13. State and Local Transaction Privilege Taxes

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on the Contractor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Offer. You may also find information at https://www.phoenix.gov/finance/plt or https://www.azdor.gov/Business. Once your Offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

4.14. Tax Indemnification

Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor, and Contractor shall require the same of all subcontractors. Contractor will hold the City harmless from any responsibility for the following: taxes; damages and interest, if applicable; contributions required under federal, and/or state and local laws and regulations; and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation; and Contractor will require the same of all subcontractors.

4.15. Tax Responsibility Qualification

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department ("Finance") and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist Finance in evaluating Contractor's qualifications for and compliance with the Contract for duration of the contract term.

4.16. No Israel Boycott

If this Contract is valued at $100,000 or more and requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then Contractor must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Contractor by entering this Contract now certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods or services from Israel.

4.17. No Forced Labor of Ethnic Uyghurs

If this Contract requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Contract, now certifies it is not currently engaged in, and agrees for the duration of the Contract to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People's Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) the use of any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

4.18. Advertising and Promotion - 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 advertising or other promotional context by Contractor without the prior written consent of the City.

4.19. Strict Performance

Failure of either party to insist upon the strict performance of any item or condition of the Contract or to exercise, or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

4.20. Authorized Changes

The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) place of delivery; (c) time of delivery; and/or (d) quantities. If the change causes an increase or decrease in the cost of, or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within sixty (60) days from the

receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Chief Procurement Officer prior to the institution of the change.

4.21. Claims or Demands Against the City

A. 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, further, 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.

B. 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).

4.22. No Third-Party Beneficiaries

Except as expressly provided in this Contract, nothing contained, herein, creates or may be construed to create any right or privilege in any person or entity that is not a party to this Contract.

5. Special Terms and Conditions

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

5.1. Term of Contract

Upon agreement and execution (signature) of all the necessary contractual documents by the parties, the term of the resulting Contract will commence on or about July 1, 2025, and will continue for a period of five (5) years, thereafter, unless terminated under the relevant contract provisions.

5.2. Supplier Profile Changes

It is the responsibility of the Contractor to promptly update their profile by contacting the Office of the Court Interpreter at 602-261-8157 or cristina.parra@phoenix.gov. If Contractor’s legal identity has changed, the Office of the Court Interpreter must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

5.3. Performance Interference

Contractor shall notify the City’s authorized Department representative immediately of any occurrence and/or condition that interferes with the full performance of the Contract by Contractor and confirm it in writing within twenty-four (24) hours.

5.4. Mileage, incidental costs, special rates

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

5.5. Documentation

A. **DISSEMINATION AND RETENTION**: Without the prior written consent or request by the City, there will be no dissemination or publication of any information gathered, or documents prepared by Contractor in performing under the Contract.

B. **FORMAT AND QUALITY**: To the extent any documents are prepared by Contractor for the Court in performing under the Contract, all such documents will be prepared in a format and at a quality approved by the City.

C. **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.

D. **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.

5.6. Hiring of Each Other's Personnel

Without the prior written consent of the other party, each party shall not actively target for hire personnel of the other party through the term of this Agreement plus six (6) months after contract expiration. This prohibition does not apply to or affect in any way the City's standard recruitment processes. The City will not pay a fee, or owe any compensation, whatsoever, to the Contractor if Contractor's employee files an employment application, competes successfully and is hired into a City position. Individuals employed by Contractor may file an application for regular City employment and be considered on the same merits and qualifications as would all other applicants. For this reason, compensation to Contractor would not be appropriately incurred if such worker succeeds in the selection process and is appointed to a regular City position.

5.7. Communication in English

It is mandatory that Contractor is able to speak, read, and write in English to effectively communicate with the City staff, to include Court staff.

5.8. Contractor Assignments

The Contractor hereby agrees that any of its employees (to include Contractor) that may be assigned to the Court to satisfy obligations under this Contract shall be used exclusively for that purpose during the hours when they are working under this Contract and Contractor's employees shall perform no work at other City facilities during these hours.

5.9. Background Screening and Additional Security Inquiries

Contractor agrees that all Contractor's and Contractor's subcontractors (collectively “Contract Worker(s)”) pursuant to this Agreement will be subject to background and security checks and screening (collectively “Background Screening”) at Contractor’s sole cost and expense. Contractor’s Background Screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. For each Contract Worker requiring a badge or key, the City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement.

Contractor shall have all such background checks performed and shall make the results available to the City for all employees considered for performing work under this Contract (including supervision and oversight). The parties agree that the City may make further, additional security inquiries. Whether or not additional security inquiries are made by the City, the City may, at its sole, absolute and unfettered discretion, accept or reject any or all employees proposed by the Contractor for performing work under this Contract (to include the Contractor himself/herself). Those persons rejected by the City for performing services under this Contract may still be engaged by Contractor for other work not involving the City. Persons rejected for work under this Contract shall not be proposed to perform work under any other City contracts or engagements without the City’s prior approval.

With regard to the additional security inquiries, the City, in its sole discretion, reserves the right, but not the obligation to:

- require an employee/prospective employee of the Contractor (to include the Contractor) to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4);
- act on newly acquired information, whether or not such information should have been previously discovered;
- unilaterally change its standards and criteria relative to the acceptability of Contractor's employees and/or prospective employees; and
- object, at any time and for any reason, to an employee of Contractor (including Contractor) performing work (including supervision and oversight) under this Agreement. Contractor may be required to bear the costs of the additional security inquiries requested by the City.

5.10. Background Screening Risk Level

The City has established two levels of risk: Standard and Maximum Risk. If the Scope of Work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain required new background screens or badges.

5.11. Terms of This Section Applicable to all Contractor's Contracts and Subcontracts

Contractor will include Contract Worker background screening requirements in all of Contractor's contracts and subcontracts for services furnished under this Agreement.

5.12. 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. 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 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.

5.13. Continuing Duty; Audit

Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.

5.14. Contractor's Default/Breach

If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default/breach under this section will include, but is not limited to, the following:

- Contract Worker gains access to a City facility(s) without the proper badge or key;
- Contract Worker uses a badge or key of another to gain access to a City facility;
- Contract Worker commences services under this Agreement without the proper background screening;
- Contract Worker or Contractor submits false information, or negligently submits wrong information to the City to obtain a badge, key, or to pass the applicable background screening; or
- Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility, or upon the expiration, cancellation or termination of this Agreement.

Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three (3) business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section, which may result in termination of the Contract, among any other remedies.

5.15. Background Screening – Standard Risk

A. **Determined Risk Level:** The current risk level and background screening required is STANDARD RISK LEVEL

B. **Standard Risk Level:** A standard risk level background screening will be performed when the Contract Worker's work assignment will:

1. require a badge or key for access to City facilities; or
2. allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
3. allow unescorted access to City facilities during normal and non-business hours.

C. **Requirements:** The standard risk level background screening 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 Contract Worker has lived at any time in the preceding seven (7) years from the Contract Worker's proposed date of hire.

D. **Contractor Certification; City Approval of Background Screening:** Unless otherwise provided for, Contractor will be responsible for:

1. determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks;
2. to engage in the necessary due diligence to make the decision on whether to disqualify a Contract Worker;
3. submitting the list of qualified Contract Workers to the Court;
4. for sole proprietors, the Contractor must comply with a self-background check for Contractor, and for any business partners, members, or employees that will provide services under the Contract and for whom the requirements of the Agreement apply.

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. Also, by executing this Agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, as required.

6. Defense and Indemnification

6.1. Standard General Defense and Indemnification

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 Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses 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 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 Contract, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the 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 Contract.

7. Insurance Requirements

7.1. Insurance

Contractor and all of its subcontractors, if any, 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 its subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated, herein, 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 determined necessary.

7.2. Scope and Limits of Insurance

Consultant 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.

7.3. 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 Work for this Contract.
- Consultant warrants that any retroactive date under the policy must precede the effective date of this Contract; 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 Contract is completed.

7.4. 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 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 insurance contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.

- There shall be no endorsement or modification limiting the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix must be 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.

7.5. 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.

7.6. Automobile Liability

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

Combined Single Limit (CSL) $1,000,000

- 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, relating to this Contract.
- 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.

7.7. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within five (5) business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to Phoenix Municipal Court, Office of the Court Interpreter, 300 W Washington Street, Phoenix, AZ 85003 OR cristina.parra@phoenix.gov.

7.8. 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.

7.9. Verification of Coverage

Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. 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 Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to Phoenix Municipal Court, Office of the Court Interpreter, 300 W Washington Street, Phoenix, AZ 85003 OR cristina.parra@phoenix.gov. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION**.

7.10. Subcontractors

Contractor’s certificates shall include all subcontractors (if any) as additional insureds under Contractor's 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 Contract, the City of Phoenix reserves the right to require proof from the Constractor that its subcontractor's have insurance coverage. All subcontractors providing services included under this Contract’s Scope of Work 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 Contract.

7.11. Approval

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

8. Submittals

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

8.1. Offeror's Submission

In submitting an offer to this RFQu, Offerors should review Section 2 titled "Instructions, Certifications, Licenses, Qualifications."

In addition, Offerors should submit a completed copy of the Phoenix Municipal Court's official Contract Court Interpreter Application form (a copy of which appears as "Attachment E" to this RFQu). The Court may revise this application form at any time while this RFQu remains open, or otherwise, in the Court's sole discretion.

The required Contract Court Interpreter Application form shall be submitted to the Phoenix Municipal Court Management Services Division. The OCI will evaluate completed applications and establish and amend the RFQu List as appropriate. Application forms can be mailed or submitted in person, Monday through Friday, excluding holidays, between 8:30 am to 4:30 pm to:

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

The City may confirm any information provided in the Offeror's submittal.

Please DO NOT submit links to Google Docs, Dropbox Paper, or similar services. Your offer will be deemed non-responsive if your offer is supplied utilizing these services.

8.2. Additional Quantities

The City anticipates considerable activity under the resultant contract(s). However, no guarantee can be made as to actual Court Foreign Language Interpretation and Translation Services, that will be purchased under this Contract. The City reserves the right to add, change or delete quantities or items as circumstances may require.