

INFORMAL REQUEST FOR PROPOSALS

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number: **CT 19-116**

Solicitation Title: **Court Interpreter Services**

Release Date: **August 28, 2019**

NON-MANDATORY **Not applicable to this solicitation.**

Pre-Submittal Conference:

Final Date for Inquiries: **September 5, 2019**

Proposal Due Date and Time: **September 18, 2019
5:00 p.m. (local time, Phoenix, Arizona)**

Anticipated Agreement Start Date: **September 23, 2019**

RFI Administrator: **Loretta Browning lbrowning@avondaleaz.gov
623-333-2029**

* **In the event that a Vendor cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.**

** **The City of Avondale reserves the right to amend the solicitation schedule as necessary.**

SECTION A

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PART I. RFI PROCESS; AWARD OF AGREEMENT

1.1 Purpose; Scope of Work. The City of Avondale (the “City”) is issuing this Request For Proposals (this “RFI”) seeking proposals (“Proposals”) from qualified firms (“Vendors”) interested in providing professional interpretation and translation services for the Avondale City Court (the “Services”), as more particularly described in the Scope of Work attached to this Informal RFI as Exhibit B, and incorporated herein by reference. In accordance with the City’s Procurement Code, the City will accept sealed Proposals for the Services specified in the Scope of Work.

A. General Scope. The Avondale City Court is required to provide interpreting services to non-English speaking defendants for any matters before the court. The awarded Contractor will provide the City with a wide range of language-related services in various languages, including, but not limited to, simultaneous interpretation of court proceedings, consecutive interpretation in and out of court and translation of attorney-client correspondence and court-related documents. In most cases, the City shall request the Services at least calendar days in advance; however, in an emergency situation, the City may call the same day that Services are required. The Services will be performed on an as-needed basis, and the City does not guarantee any amount of work during the term of the Agreement.

B. Professional Standards. All interpreters providing services to the City are held to a professional standard of conduct and code of ethics. Interpreters shall conduct themselves as officers of the court and perform all duties in an impartial manner. For the purpose of this solicitation, quality levels have been established, as detailed in the Scope of Work, and proposals will be accepted based on these requirements. Vendors may propose service for one or more categories based upon available staff. Vendors must provide proof of credentials for each proposed interpreter in each category with their proposals to be eligible for award in the category.

C. Submittal Quantities. Interested Vendors must submit **one hardcopy original** and **one PDF copy** of the Proposal on a CD-ROM or similar electronic storage device. The PDF file must be in one file. Failure to adhere to the submittal quantity criteria shall result in the Proposal being determined non-responsive.

D. Required Submittal. The Proposal shall be a maximum of **15** pages to address the Proposal criteria (excluding cover letter, resumes and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2” x 11”) with criteria information shall be counted. However, one page may be substituted with an 11” x 17” sheet of paper, folded to 8 1/2” x 11”, showing a proposed project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. Vendors are encouraged to utilize recyclable materials and endeavor to be considerate of the environment in preparation of proposals. The minimum allowable font for the Proposal is **11 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria shall result in the Proposal being determined non-responsive. Each Proposal shall be submitted with the documents necessary to

meet all of the requirements of this solicitation, including the information required in Part II and the following:

- (1) Cover letter with an **original ink signature** by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor may be determined non-responsive.
- (2) Vendor Information Form, with **original ink signature**.
- (3) References.
- (4) Project Schedule, if required.
- (5) Resumes, Licenses and Certifications (if required).
- (6) Fee Proposal, with an **original ink signature**, and the same number of copies as described in Part I, Subsection 1.2(B) (Submittal Quantities) in a separate, sealed envelope enclosed with the Vendor's Proposal. Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Professional Services Agreement in Exhibit B. A sample Fee Proposal is attached to the Professional Services Agreement as Exhibit C.
- (7) Acknowledgment page, with an **original ink signature**, for any Addendum received.

D. Vendor Responsibilities. All Vendors shall (1) examine the entire RFI, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Proposal and (4) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be accepted. A Vendor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal shall not be good cause for withdrawal after the Proposal Due Date and Time.

E. Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFI number and title, **(CT 19-116) Court Interpreter Services, Procurement Administrator: Loretta Browning**, on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

F. Address. All Proposals shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323. Proposals must be received in the City Clerk's office by the Proposal Due Date and Time indicated on the cover page of this Informal RFI.

G. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **120** days after the Proposal Due Date and Time indicated on the cover of this RFI.

1.2 Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFI. All materials and documents submitted in response to this RFI become the property of the City and will not be returned.

1.3 Inquiries.

A. Written Inquiries. Any question related to the RFI, including any part of the Scope of Work, shall be directed only to the RFI Administrator whose name appears on the cover page of this RFI. Questions shall be submitted in writing, via e-mail or hard copy by the date indicated on the cover page of this RFI. Any correspondence related to the RFI shall refer to the title and number, page and paragraph. However, the Vendor shall not place the RFI number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until the Proposal Due Date and Time. Any Vendor found to be communicating with any member of City staff about this solicitation shall be prohibited from submitting a proposal, or if a proposal is received, such proposal shall be deemed non-responsive.

B. Inquiries Answered. All inquiries must be directed to the RFI Administrator. Verbal or telephone inquiries **will not be answered** and Vendors attempting to do so will be directed to submit written inquiries. The RFI Administrator shall provide a compilation of all questions received in writing with official answers that will be made available on the City's website at <https://www.avondaleaz.gov/procurement>. The RFI Administrator shall endeavor to post the compilation not later than five days after the inquiry deadline.

1.4 Addenda. Any addendum issued as a result of any change in this RFI shall become part of the RFI and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum may result in the Proposal being rejected as non-responsive. It shall be the Vendor's responsibility to check for addenda issued to this RFI. Any addendum issued by the City with respect to this RFI will be posted on the City's procurement website at www.avondaleaz.gov/procurement.

1.5 Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or less will not be deducted from the Proposal Price in determining the low Proposal. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

1.6 Federal Excise Tax; Transaction Privilege Tax. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Transaction privilege tax, sales tax, or use

tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item.

1.7 Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

1.8 Confidential Information. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the RFI Administrator of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor as confidential shall not be disclosed until the City Manager, or authorized designee, makes a written determination. The City Manager, or authorized designee shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the RFI Administrator shall inform the Vendor in writing of such determination.

1.9 Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Vendor Registration Packet on file with the City Finance and Budget Department. The Vendor shall provide licensure information with the Proposal. Corporations and limited liability companies shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.10 Certification. By submitting a Proposal, the Vendor certifies:

A. No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It 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 City employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All inquiries must be addressed to the City's RFI Administrator. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

E. No Signature/False or Misleading Statement. The signature on the cover letter of the Proposal and the Vendor Information Form is genuine and the person signing has the authority to bind the Vendor. Failure to sign the cover letter and the Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

F. Form of Agreement. The selected Vendor will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. City Council approval may be required.

G. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFI, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Proposals or portions thereof and (3) cancel or reissue an RFI.

1.11 Offer. A Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFI and the Vendor's responsive Proposal, unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a Professional Services Agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Professional Services Agreement is included herein.

PART II. PROPOSAL FORMAT;

2.1 Evaluation Process. The City will evaluate all timely Submittals received by the RFI Deadline. Respondents showing the ability to provide the subject Services may be asked to provide additional information, clarification, or invited to an informal interview.

2.2 Proposal Format. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the Proposal is non-responsive. Additionally, the Selection Committee will evaluate each Proposal based upon the evaluation criteria as outlined in this document.

A. General Information.

(1) One-page cover letter as described in Part I, Subsection 1.2(C) (Required Submittal).

(2) Provide Vendor identification information. Explain the Vendor's legal organization including the legal name, address, identification number and legal

form of the Vendor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address and telephone number of the person to contact concerning the Proposal.

(3) Identify the location of the Vendor's principal office and the local work office, if different. Include any documentation that supports the Vendor's authority to provide services in Arizona.

(4) Provide a general description of the Vendor's organization, including years in business.

(5) Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five years. Briefly describe the circumstances and the outcome.

(6) Identify any claims arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

(7) Vendor Information Form, with an **original ink signature** (may be attached as separate appendix).

B. Experience and Qualifications of the Vendor.

(1) Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the City, specifically relating experience with respect to interpreter and translation services.

(2) Vendor must demonstrate successful completion of at least three similar projects within the past 60 months. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this project in size, nature and scope. Provide a list of at least three organizations for which you successfully completed a similar project. This list shall include, at a minimum, the following information:

- (a) Name of company or organization.
- (b) Contact name.
- (c) Contact address, telephone number and e-mail address.
- (d) Type of services provided.
- (e) Dates of contract initiation and expiration.

These references will be checked, and it is Vendor's responsibility to ensure that all information is accurate and current. Vendor authorizes the RFI Administrator to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. Inability of the City to verify references may result in the Proposal being considered non-responsive.

(3) The RFI Administrator may conduct any investigation deemed necessary to determine the Vendor's ability to perform the project. Vendors may be requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

C. Key Positions.

(1) Identify each key personnel member that will render services to the City including title and relevant experience required, including the proposed project manager and project staff.

(2) Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their roles will be in providing services to the City.

(3) If a subcontractor will be used for work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

(4) Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit. However, each resume shall not exceed two pages in length.

D. Qualifications.

(1) Guidance to courts preference. Vendor shall accommodate by providing court interpreters to translate from various languages into English on cases scheduled within certain time slots on the court calendar.

(2) Flexibility with schedule and availability to funnel interpreter matters to certain days/times when the court can get an interpreter and avoid minimum fees for very short matters (telephonic appearances).

(3) Guidance to courts preference. Preference will be given to credentialed certified court interpreters qualified through the Arizona Court Interpreter Credentialing Program (ACICP), which includes tiers of credentials for court interpreters as follows:

- **Tier 1 Credential:** Requires demonstration of general court knowledge, an understanding of ethical conduct required by Administrative Order

No. 2015-98, and language skills in both English and the non-English language. Tier 1 Credential requirements must be met before an interpreter may apply for higher tier credentials.

- **Tiers 2, 3, and 4 Credentials:** Each tier credential is demonstrated through performance on an oral interpreting examination. Performance requirements for each tier shall be established by the Administrative Office of the Court and maintained on its website.

- **Tier A:** Established for credentialing languages for which there is no oral interpreting examination available. Tier A does not test interpreting skills but requires the candidate to demonstrate superior language skills in the non-English language.

E. Project Approach.

(1) Describe the Vendor's approach to performing the required Services in the Scope of Work described in the Professional Services Agreement in Exhibit B, and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling and staff.

(2) Describe any alternate approach that would best suit the needs of the City. Include rationale for any alternate approach and indicate how the Vendor will ensure that all efforts are coordinated with the City's representatives.

F. Pricing.

Vendor shall submit the same number of copies of the Fee Proposal as described in Part I, Subsection 1.2(C)(6) in a separate, sealed envelope enclosed with the Vendor's Proposal with the signature of the representative of the Vendor who is authorized to make such an offer. The Fee Proposal must be provided in the format attached as Exhibit C of the Professional Services Agreement. The hourly rate, name of the team member and staff classification shall be included in the spreadsheet. Identify all other costs to be billed to the project services, including project expenses (no mark-up on expenses will be allowed) and subcontractor fees.

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Consultant's Proposal]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Scope of Work]

See following page(s).

SCOPE OF WORK

Court Interpreter Services CT 19-116

1. Quality Levels. The quality levels of interpreters and translators (collectively referred to as “Interpreters”) for this Agreement as follows:
 - A. Certified Interpreters. 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, or an examination administered by a State Court or University accredited by the United States. Interpreters for the hearing impaired must be “qualified interpreters” as provided in ARIZ. REV. STAT. § 12-242. A copy of the Certification for each proposed staff shall be submitted with the proposal for evaluation purposes.
 - B. Certified Interpreters with Specialty. An individual who is certified and skilled in a distinctive and specialized area of practice such as legal, medical, psychological, technical, etc. A copy of the certification and evidence of the specialty for each proposed staff shall be submitted with the proposal for evaluation purposes.
 - C. Non-Certified Qualified Interpreters. An individual who is able to interpret or translate effectively, accurately and impartially, both receptively and expressively, using any necessary vocabulary. A non-certified individual shall possess a basic 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.
2. Code of Ethics. All interpreters must comply with the Avondale City Court Professional Code of Ethics and Practices for Court Interpreters (“Ethics Code”), as well as all City rules and policies. A copy of the Ethics Code is attached hereto as Exhibit B. Attachment 1.
3. Code of Professional Conduct. All interpreters for hearing impaired must comply with the Code of Professional Conduct co-authored by the National Association of the Deaf and the Registry of Interpreters for the Deaf, Inc. This code may be viewed online at: <https://drive.google.com/file/d/0B-HBAap35D1R1MwYk9hTUupc3M/view>
4. Arrival Time. The interpreter shall arrive 15 minutes prior to the scheduled appearance. A true and complete list of the court program schedule is set forth on Exhibit B. Attachment 2. Court Program Schedule as attached hereto. Note that the schedule is subject to change due to the availability of staff, holidays, and inclement weather. To confirm the program schedule, please contact the City Representative.
5. Preliminary Meeting. The City may require the interpreter to participate in a preliminary meeting before receiving an assignment. Such meeting may be used to address difficult circumstance, issues of concern, special instructions from the court or to determine whether an assignment is appropriate for a particular interpreter.

6. Interpreter Replacement. Contractor shall replace an interpreter at the City's request if any of the following occurs:

- A. Interpreter fails to appear at the time and place specified for the assignment.
 - B. Interpreter does not have the quality level requested and/or demonstrates lack of qualification to perform the assignment.
 - C. Interpreter fails to adhere to the terms of the Agreement, the City's directions or security regulations.
7. Verification of Qualifications. Upon City's request, Contractor shall furnish verification of an interpreter's qualifications.
8. Substitutions. If the City requests a particular interpreter by name, no substitution can be made without notification to and approval by the City.
9. Service Level Compensation. Contractor will be compensated for the level of Services requested, even if the Contractor provides an interpreter whose abilities exceed that quality level.
10. Cancellation. The City may cancel a request for Services without charge provided the City notifies the Contractor by the close of business the preceding day. If the City is unable to do so, the City shall pay the Contractor for one hour of service in accordance with the rates in the Fee Proposal.
11. Delays. If the scheduled Services are delayed due to circumstances beyond the City's control and no fault of the Contractor (ex. Court hearing does not start on schedule or is re-scheduled at a later time on the same day) the Contractor will be compensated for the time of the delay according to the rates in the Fee Proposal. There shall be no additional compensation for mileage or other costs associated with any delay.
12. Translation Delivery Schedule. The turn-around time for standard written translation shall not exceed 14 days. In the case of a document that needs special skills, is urgent in nature or is otherwise critical to the City, the City and the Contractor may agree upon an acceptable delivery time.
13. Late Delivery. An interpreter who fails to complete an assignment on time shall be paid a reduced fee, which shall be calculated by deducting the amount of time overdue from the original completion date.
14. Deficiency Reports. Failure to provide quality service to the City may result in deficiency reports which shall be kept on file and may be a factor in determining whether to renew the term of the Agreement.
15. Reporting Requirements. Throughout the duration of this Agreement, the following must be reported to the Court Administrator within three business days:
- A. Criminal/Civil Offenses. Any criminal or civil offenses, including, but not limited to, traffic, parking and housing, received by any member of Contractor's staff or

- B. their immediate family, in the Avondale Court. Immediate family means a spouse, child, grandchild, parent, grandparent, brother, sister, child or grandchild of the spouse, any court appointed legal guardian or parent substitute.
- C. Petitions. Any order of Protection or Injunction Against Harassment filed by or against any member of Contractor's staff in the Avondale Court.
- D. Pending Cases. Any member of Contractor's staff who is a party or witness to a case pending in the Avondale Court.

ATTACHMENT 1
TO EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Code of Ethics]

See following pages.

**AVONDALE CITY COURT
PROFESSIONAL CODE OF ETHICS AND PRACTICES
FOR COURT INTERPRETERS**

ETHICS AND PRACTICE

I. Professional Ethics.

- A. Accuracy. The court 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.
- B. Confidentiality. The interpreter must protect the confidentiality of all knowledge gained during the course of this duty. As he/she is the verbal link between the client and attorney, attorney/client privilege pertain to the interpreter as well. The interpreter may have access to private documents, police records, medical files, etc., before and during legal proceedings. 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.
- C. Impartiality. The interpreter shall maintain an impartial attitude with defendants, witnesses, attorneys and families. He/she shall neither conceive of him/herself nor permit him/herself to be used as an investigator for any party to a case. He/she shall clearly indicate his/her role as an interpreter if he/she is asked by either party to participate in interviews or prospective witnesses outside of the court. The interpreter shall not take sides or consider him/herself aligned with the prosecution or the defense.
- D. Proficiency. He/she should feel no apprehension about withdrawing from a case in which he/she feels he/she will be unable to function effectively, due to lack of proficiency, preparation or difficulty in understanding a witness or defendant. The interpreter should continually improve his/her language skills and increase his/her knowledge of the various areas which might be encountered in court interpreting by attending workshops and seminars, keeping current in changes in the law, and exchanging information and methods with colleagues.
- E. General Rules with Respect to Conflicts of Interest.
1. Court interpreters shall not engage in nor shall they have any interest, direct or indirect, in any business or transaction, nor incur any obligation which is in conflict with the proper discharge of their official duties in the

court or which impairs their independence or judgment in the discharge of such duties.

2. Court interpreters shall not accept money or other consideration or favors from anyone other than the court for the performance of an act which they would be required or expected to perform in the regular course of assigned duties; nor shall court interpreters accept gifts, gratuities or favors of any kind which might reasonably be interpreted as an attempt to influence their actions with respect to the court.
3. An interpreter shall not use, for private gain or advantage, the court's time or facilities, equipment or supplies, nor shall he/she use or attempt to use this position to secure unwarranted privileges or exceptions for him/her or others.
4. In all instances, an interpreter shall disclose to all parties concerned, and in court interpreting to the judge, any actual conflict of interest or the appearance of any conflict of interest. The court shall be informed whenever the interpreter and any witnesses are previously acquainted. Any condition which impedes on the objectivity of the interpreter or affects his/her professional independence constitutes a conflict of interest. A conflict may exist whenever any of the following occur:
 - a. The interpreter is acquainted with any party to the action.
 - b. The interpreter has, in any way, an interest in the outcome of the case.
 - c. The interpreter is perceived as not being independent of the adversary parties (or related agencies in criminal cases).

F. Time Records. A per-diem interpreter shall maintain accurate and detailed time records of service rendered.

G. Opinions Provided to Public/Media. A court interpreter shall not render opinion or make subjective statements of any kind through, or in connection with, a newspaper, radio or other public medium regarding any legal matter in which the interpreter has interpreted or served as a translator of written material of a legal nature.

H. Giving Legal Advice.

1. The interpreter shall never give legal advice to any person, whether solicited or not. In all instances, the person shall be referred to counsel. The interpreter may give general information regarding the time, place and nature of the court proceedings. However, in matters requiring legal judgment, the individual shall be referred to an attorney.

2. The interpreter shall never function as an individual referral service for any attorney or attorneys. This kind of activity has the appearance of impropriety. When asked to refer a non-English speaking person to an attorney, the interpreter should refer such individuals to the local bar association.

PROFESSIONAL CODE

II. Professional Practice.

A. Modes of Interpreting.

1. Simultaneous Interpretation. This mode of interpreting requires giving an exact rendition of everything being said at the same time it is being spoken in the original language. This is the mode used when relating proceedings to defendants. The interpreter should speak in a soft voice, for the benefit of the defendant only, and should neither summarize, simplify nor explain the proceedings.
2. Consecutive Interpretation. This mode of interpreting is utilized with witnesses and in a situation in which the speaker must first finish his statement before the interpreter begins to speak. When interpreting in this mode at the witness stand, the interpreter should make every attempt to permit the speaker to finish his statement. To this end he may wish to take notes. The interpreter should only interrupt a speaker if it becomes absolutely necessary to do so in order to achieve complete accuracy in a very lengthy statement. If there is a word or phrase that the interpreter does not hear or understand, he should never guess or invent a translation. Rather, he/she should ask the Judge for permission to request that the witness repeat or rephrase the statement and then continue with the interpretation. At the witness stand, the interpreter should project the foreign language clearly enough to be heard along with the English, for the benefit of the defendant and/or others present in the courtroom who understand the interpreted language.
3. Summary Interpretation. The summary mode, which is the least preferred technique for legal proceedings, is an accurate simultaneous resume of fragmented statements that may occur in a three-way exchange between the court and attorneys. It differs from the simultaneous mode in that it is not a verbatim rendition of all that is being said because the interpreter is relating the statements of persons who may be interrupting one another.

- #### B. Relation to the Record. Since the court interpreter serves as the voice of other participants in a courtroom or similar setting, the court interpreter should always utilize the first person singular when interpreting for witnesses or in any situation in which a conversation between two or more parties occurs in the courtroom or

similar setting. However, when the interpreter must request repetition of a word or phrase, clarification or restatement of a question or answer during testimony, or when for reasons consistent with professional ethics the interpreter must address the court, he/she shall identify him/herself as the interpreter and use the third person to protect the record from confusion. For example, “Your Honor, may the interpreter ask the witness for clarification of a word phrase?” Or, “Counsel, the interpreter requests that you repeat the question.”

- C. Awareness. The court interpreter should be attentive to all that is taking place around him/her, given the rapidity with which events take place in a courtroom.
- D. Low Profile. The interpreter must maintain a low profile, remembering that he/she is not testifying but merely communicating the testimony of another. He/she should not draw attention to his/her interpretation, since the judge and jury must only focus upon the individual requiring interpreting. The interpreter should control overt expressions of opinion, such as surprise, sympathy or disgust while interpreting for defendants or witnesses. He/she should position him/herself in such a way so as not to obscure the view of the defendant and jury from the individual who is testifying. The overall aim of the interpreter should be to assure a neutral atmosphere in the courtroom such as there would be if no language barrier existed.
- E. Language Level. The interpreter should utilize the same level of language used by the speaker. This means that he/she will interpret colloquial, slang, obscene or crude language as well as sophisticated and erudite language, in accordance with the exact usage of the speaker. It is not the interpreter’s task to tone down, improve or edit phrases. Further, the interpreter should not assume that it is his/her duty to simplify statements for a witness or defendant who he/she believes cannot understand the speaker’s statements. The person requiring an interpreter should request an explanation or simplification if necessary. Idioms, proverbs and sayings rarely can be literally interpreted. The interpreter should seek an equivalent idiom to relate the meaning of the original idiom or saying.
- F. Characterizing Testimony. Based on statements made by the speaker, an interpreter should never characterize or give a gratuitous explanation. The court or attorneys will request clarification from the speaker if necessary. Except in the case of certain languages in which a gesture or grimace has a particular significance, the interpreter should not offer an explanation or repeat a speaker’s gesture or grimace which has been seen.
- G. Questions Answered with Questions. The interpreter must translate the exact response of the witness or speaker even if the answer to a question is another question due to the witness not hearing or understanding the initial question.
- H. Interpreting Mixed-Language Responses. If a witness testifying in a foreign language suddenly interjects a complete English response, the interpreter should not ask the witness to speak in his/her native language. He/she should stand back

so that all parties are aware of the English response and await the court's direction. If the English response is only one or two words, the interpreter should repeat them, since the stenographer follows the interpreter's voice when transcribing foreign-language testimony.

- I. Conversations During Witness Testimony. Under no circumstances shall the interpreter engage in conversation or question any witness testifying under oath. There should be a simple exchange of questions and answers between the questioner and the witness as if there were no language barrier. During pauses in testimony, such as side-bar conferences or recesses, the interpreter shall not converse with the witness, but should simultaneously interpret all open-court exchanges between the judge and attorneys for the benefit of the witness and/or the defendant. If the interpreter is confused or requests clarification, he/she must request permission from the court in order to engage in a clarification type of conversation.
- J. Objections During Testimony. If an objection is made to a question, the interpreter should translate the question but instruct the witness by hand gesture not to answer until the court has ruled on the objection. If the witness has already started to answer, or if the objection is to a portion of the answer which the interpreter has not finished interpreting, the interpreter must await the direction of the court before continuing since to do otherwise would cause undue confusion of rules of procedures.
- K. Interpreter Errors. When an error has been made by the interpreter and the error is perceived by him/her later in the proceedings, the interpreter, if still at the stand, shall correct the error at once, first identifying him/herself for the record. If the interpreter realizes his/her error after the testimony has been completed, he/she shall discreetly request a bench or lobby conference with the judge and attorneys and make the correction on the record.

III. Supplemental Rules.

- A. Case Preparation. Whenever possible, and particularly with respect to lengthy and complex criminal and civil trials, the appointed court interpreter shall prepare for the case by requesting an oral case summary as well as copies of central case documentation (police and other reports, complaint or indictment, transcripts of interviews, witness lists), usually from the prosecuting attorney. These requests should be made with the awareness and consent of defense counsel, and the information is to be used exclusively by the interpreter and is not to be divulged to any third person.
- B. Supplemental Rules for Interpreters of Witness and Defendant Testimony.
 - 1. The interpreter shall appear on time and report immediately upon arrival, to the Court Legal Clerk or Bailiff of the courtroom assigned to.

2. To avoid the appearance of prejudice, the interpreter shall avoid unnecessary discussions with counsel, the parties of the action, criminal defendants, witnesses or other interested parties inside or outside the courtroom.

C. Rules for Interpreting for Defendant at Counsel Table.

1. While interpreting at counsel table, the interpreter shall speak only loud enough to be heard by the defendant and counsel.
2. The interpreter shall utilize the simultaneous method of interpretation at counsel's table whenever a witness is testifying in a language other than that of the defendant.
3. If an interpreter has difficulty hearing a particular speaker or the proceeding in general, he/she should at once so inform the judge, who may require the speaker to repeat and/or adjust the positioning of the interpreter in the courtroom.
4. If a serious communication problem arises between the interpreter and the speaker, the interpreter shall bring such matter to the immediate attention of the judge.

ATTACHMENT 2
TO EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Court Program Schedule]

See following pages.

CITY OF AVONDALE COURT PROGRAM SCHEDULE

Days and times are subject to change, rescheduling or cancellation depending on staff due to the availability of staff, holidays, and inclement weather. Interpreters shall arrive 15 minutes prior to the scheduled appearance. Permanent changes to this schedule will be issued in writing and attached hereto and incorporated into the Agreement. Interpreters may confirm the program schedule, by contacting the City Representative.

CITY OF AVONDALE COURT
11325 W. Civic Center Drive
Avondale, AZ 85323

MORNING SCHEDULE	
Mondays	10:00 a.m. – 12:00 p.m.
Tuesdays	8:30a.m. – 12:00 p.m.
Wednesdays	8:30a.m. – 12:00 p.m.
Thursdays	8:30a.m.- 12:00 p.m.
AFTERNOON SCHEDULE	
Criminal Trials	(3-6 Week Advance Notice)
Protective Order Hearings	(Up to a 3 Day Notice)

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND

[Fee Proposal]

See following page(s).

FEE PROPOSAL

Court Interpreter Services CT 19-116

Verbal Interpreting Services – Spanish	Hourly Rate	Half Day Rate	Full Day Rate	Minimum Charge
At City Court				
Certified Level	\$	\$	\$	\$
Certified with Specialty Level	\$	\$	\$	\$
Non-Certified Qualified Level	\$	\$	\$	\$
Telephonic interpreting				
Certified Level	\$	\$	\$	\$
Certified with Specialty Level	\$	\$	\$	\$
Non-Certified Qualified Level	\$	\$	\$	\$
Verbal translation of audio tape				
Certified Level	\$	\$	\$	\$
Certified with Specialty Level	\$	\$	\$	\$
Non-Certified Qualified Level	\$	\$	\$	\$
Verbal translation of video tape				
Certified Level	\$	\$	\$	\$
Certified with Specialty Level	\$	\$	\$	\$
Non-Certified Qualified Level	\$	\$	\$	\$

Verbal Interpreting Services – All Other Languages	Hourly Rate	Half Day Rate	Full Day Rate	Minimum Charge
At City Court				
Certified Level	\$	\$	\$	\$
Certified with Specialty Level	\$	\$	\$	\$
Non-Certified Qualified Level	\$	\$	\$	\$
Telephonic interpreting				
Certified Level	\$	\$	\$	\$
Certified with Specialty Level	\$	\$	\$	\$
Non-Certified Qualified Level	\$	\$	\$	\$
Verbal translation of audio tape				
Certified Level	\$	\$	\$	\$
Certified with Specialty Level	\$	\$	\$	\$
Non-Certified Qualified Level	\$	\$	\$	\$
Verbal translation of video tape				
Certified Level	\$	\$	\$	\$
Certified with Specialty Level	\$	\$	\$	\$
Non-Certified Qualified Level	\$	\$	\$	\$

American Sign Language Services	Hourly Rate	Half Day Rate	Full Day Rate	Minimum Charge
At City Court				
Certified Level	\$	\$	\$	\$
Certified with Specialty Level	\$	\$	\$	\$
Non-Certified Qualified Level	\$	\$	\$	\$
Telephonic interpreting				
Certified Level	\$	\$	\$	\$
Certified with Specialty Level	\$	\$	\$	\$
Non-Certified Qualified Level	\$	\$	\$	\$
Verbal translation of audio tape				
Certified Level	\$	\$	\$	\$
Certified with Specialty Level	\$	\$	\$	\$
Non-Certified Qualified Level	\$	\$	\$	\$
Verbal translation of video tape				
Certified Level	\$	\$	\$	\$
Certified with Specialty Level	\$	\$	\$	\$
Non-Certified Qualified Level	\$	\$	\$	\$

Written Translation Services – Spanish	Rate		Minimum Charge
	Per Hour	Per Word	
Written Documents to Written Documents			
Certified Level	\$	\$	\$
Certified with Specialty Level	\$	\$	\$
Non-Certified Qualified Level	\$	\$	\$
Written Documents to Verbal			
Certified Level	\$	\$	\$
Certified with Specialty Level	\$	\$	\$
Non-Certified Qualified Level	\$	\$	\$
Audio tape			
Certified Level	\$	\$	\$
Certified with Specialty Level	\$	\$	\$
Non-Certified Qualified Level	\$	\$	\$
Video tape			
Certified Level	\$	\$	\$
Certified with Specialty Level	\$	\$	\$
Non-Certified Qualified Level	\$	\$	\$

Written Translation Services – Other Languages	Rate		Minimum Charge
	Per Hour	Per Word	
Written Documents to Written Documents			
Certified Level	\$	\$	\$
Certified with Specialty Level	\$	\$	\$
Non-Certified Qualified Level	\$	\$	\$
Written Documents to Verbal			
Certified Level	\$	\$	\$
Certified with Specialty Level	\$	\$	\$
Non-Certified Qualified Level	\$	\$	\$
Audio tape			
Certified Level	\$	\$	\$
Certified with Specialty Level	\$	\$	\$
Non-Certified Qualified Level	\$	\$	\$
Video tape			
Certified Level	\$	\$	\$
Certified with Specialty Level	\$	\$	\$
Non-Certified Qualified Level	\$	\$	\$

Company Name: _____

Authorized Signature: _____

Date: _____