

REQUEST FOR PROPOSAL



CITY COURT INTERPRETER SERVICES

RFP # 10RP038

TABLE OF CONTENTS

REQUEST FOR PROPOSAL # 10RP038	1
SUBMITTAL RECEIPT AND OPENING	1
INSTRUCTIONS TO OFFERORS	2
SOLICITATION QUESTIONS	2
PREPARATION OF PROPOSAL	2
NON COLLUSION	3
IMMIGRATION LAW COMPLIANCE	3
LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS	3
PURCHASING WEB SITE	4
CONTRACT AWARD NOTIFICATION	4
PROTESTS	4
PROSPECTIVE OFFERORS CONFERENCE	6
OFFERORS PRESENTATION	6
LATE PROPOSAL	6
WITHDRAWAL OF PROPOSAL	6
ADDENDA	6
PAYMENT	7
TAXES	7
AWARD OF CONTRACT	7
REGISTRATION	7
OBLIGATIONS	7
DURATION OF PROPOSAL	7
LITIGATION	8
REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM	8
CONFIDENTIAL INFORMATION	8
GENERAL TERMS AND CONDITIONS	9
SCOTTSDALE CITY SEAL AND CITY SYMBOL	9
TERM OF AGREEMENT	9
PRICE ESCALATION	9
ACCEPTANCE CONTRACT/AGREEMENT	9
COMPLIANCE WITH FEDERAL AND STATE LAWS	9
COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS	10
CONTRACTS WITH SUDAN AND IRAN	10
UNPREDICTABLE MARKET CHANGE	11
TERMINATION	11
LOCAL CONDITIONS, RULES AND REGULATIONS	11
CONTRACT	12
RECORDS AND AUDIT RIGHTS	12
CHANGES IN THE WORK	12
CONTRACT MODIFICATION	13
CONTRACT CHANGE ORDER	13
EQUAL EMPLOYMENT OPPORTUNITY	13
RESPONSIBILITY FOR PRIVILEGE (SALES) TAXES	13
SUCCESSORS AND ASSIGNS	14
ASSIGNMENT	14
EXECUTION OF NOTICE OF AWARD	14
FORCE MAJEURE	14
CONFLICT OF INTEREST	14
SUBCONTRACTORS	14
FUNDS APPROPRIATION	15
INDEMNIFICATION	15
INSURANCE	15

Insurance Representations and Requirements	15
General	15
No Representation of Coverage Adequacy.....	15
Coverage Term	16
Policy Deductibles and or Self Insured Retentions	16
Use of Subcontractors.....	16
Evidence of Insurance.....	16
Required Coverage	17
Commercial General Liability	17
Worker's Compensation Insurance	17
ATTORNEY'S FEES.....	18
ARIZONA LAW	18
ENTIRE AGREEMENT.....	18
CONTRACT ADMINISTRATOR	18
ADVERTISING	18
SEVERABILITY	18
CO-OP USE OF CONTRACT.....	18
SCOPE OF WORK	19
GENERAL INFORMATION	19
CONTRACT ADMINISTRATION	19
GENERAL VENDOR QUALIFICATIONS	19
EMPLOYEE IDENTIFICATION AND WORK APPAREL	20
GENERAL SERVICE REQUIREMENTS.....	20
QUANTITY.....	20
INVOICING	20
SERVICE TECHNICAL SPECIFICATIONS AND REQUIREMENTS.....	21
1.00 GENERAL SPECIFICATIONS	21
2.00 INTERPRETER FEES AND RATE INCREASES.....	21
3.00 MINIMUM INTERPRETER QUALIFICATIONS.....	22
SUBMITTAL REQUIREMENTS CHECKLIST.....	23
EVALUATION CRITERIA.....	25
GENERAL.....	25
PROPOSAL EVALUATION	25
OFFEROR GENERAL DISCLOSURE FORM.....	26
OFFEROR LITIGATION DISCLOSURE FORM.....	27
PROPOSAL SIGNATURE PAGE	28
NOTICE OF AWARD.....	29
CERTIFICATE OF LIABILITY INSURANCE.....	30



REQUEST FOR PROPOSAL # 10RP038

Request for Proposal for interpreter services for non-English speaking defendants in the Scottsdale City Court where such service is required by the United States Constitution, the Arizona Constitution, and/or the Rules of Criminal Procedure for the State of Arizona.

SUBMITTAL RECEIPT AND OPENING

SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED until **3:00 P.M., LOCAL TIME, MAY 20, 2010** at the Purchasing Department Front Desk located on the second floor of the Scottsdale Corporation Yard Building at 9191 E. San Salvador Dr., Scottsdale, AZ 85258. **All submittals must be date and time stamped at the Purchasing Department front desk on or before the submittal receipt time and date. LATE SUBMITTALS WILL NOT BE ACCEPTED.** To allow staff to complete required internal administrative functions, submittals will be opened and the name of each offeror recorded as a matter of public information within thirty (30) minutes after the receipt time and date have past. **PROPOSED PRICING WILL NOT BE READ AT THE PUBLIC OPENING.**

All submittals must be presented in a sealed envelope or box. The outside of the submittal must be clearly marked with the solicitation number, solicitation title and the submitting company's name. This includes envelopes delivered by Fed Ex, UPS, DHL or other carrier.

SUBMITTALS MUST BE OFFICIALLY TIME AND DATE STAMPED AT THE FRONT DESK OF THE PURCHASING OFFICE located on the second floor of the Scottsdale Corporation Yard Building located at 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

If you wish to mail your submittal please note that it is the vendor's responsibility to ensure the submittal is received at the Front Desk of the Purchasing Office with enough time to have it time and date stamped on or before the solicitation receipt date and time. Faxed or emailed submittals will not be accepted. **LATE SUBMITTALS WILL NOT BE CONSIDERED.**

All procurement activities, conducted by the City of Scottsdale, are in conformance with the rules and regulations of the Scottsdale Procurement Code. A copy of the Code is available for review in the Office of the City Clerk, City Hall, 3939 Drinkwater Blvd., the Purchasing Office, 9191 E. San Salvador Dr., Scottsdale, AZ and from the Purchasing website http://www.scottsdaleaz.gov/vendors/Procurement_Code.asp. A hard copy of the Code is also available for purchase, for a fee of \$10.00, at the Purchasing Office.

REQUESTS FOR ADDITIONAL INFORMATION RELATING TO THIS REQUEST FOR PROPOSAL SHOULD BE DIRECTED TO:

Bob Huston
Bid & Contract Specialist
480-312-5719
bhuston@scottsdaleaz.gov

**REQUEST FOR PROPOSAL #10RP038
CITY COURT INTERPRETER SERVICES
INSTRUCTIONS TO OFFERORS**

SOLICITATION QUESTIONS

The Offeror shall submit all questions, requests for clarification and inquiries in regards to this Solicitation to the Purchasing Division in writing, no less than eight (8) days prior to the original Solicitation opening date. It is preferred that all questions be submitted via email to the appropriate purchasing staff bhuston@scottsdaleaz.gov where possible. When submitting any questions the Offeror should indicate the page number, Section Number / Clause Title and if possible paragraph number that is being questioned.

It is your responsibility to give notice, in the form of written questions before the bid opening on any item or issue in this solicitation that you believe should not be included or contained in any amendment to this solicitation or that the City failed to include in this solicitation that should have been included, and by your notice, the City could have cured the problem if the item or issue had been timely raised or objected to.

Failure to give notice may constitute a waiver of your right to object to the inclusion or lack of inclusion of the item or issue in this solicitation in any subsequent protest filed by you.

All questions, regardless of the method they are communicated (email, regular mail or hand delivered), must be clearly marked as "Solicitation Questions" and state the Solicitation number in the subject line of the email or on the outside of the envelope. If questions are not submitted via email, the submittal envelope **MUST** be clearly marked with Solicitation number and words "SOLICITATION QUESTIONS", or it may be mistaken as an actual bid/proposal submittal and not be opened immediately.

All Solicitation questions **MUST** be received by the Purchasing Division by **3:30 P.M., Local Time, May 12, 2010.** Any inquiries received after the specified time will be reviewed on an individual basis by the Purchasing staff to determine if a response would be advantageous for the City.

PREPARATION OF PROPOSAL

- A. All proposals must contain the proposal signature page included herein. Faxed or emailed proposals will not be considered.
- B. The Proposal document must be submitted with an original ink signature by the person authorized to sign the Proposal.
- C. Erasures, interlineations or other modifications in the Proposal shall be initialed in original ink by the authorized person signing the Offer.
- D. In case of error in the extension of prices in the Proposal, the unit price will govern.
- E. Periods of time, stated as a number of days, shall be calendar days.
- F. It is the responsibility of all Offerors to examine the entire Request for Proposal package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an Offer confers no right of withdrawal after due time and date.
- G. Submit one original and four (4) copies of your submittal.

**REQUEST FOR PROPOSAL #10RP038
CITY COURT INTERPRETER SERVICES
INSTRUCTIONS TO OFFERORS**

NON COLLUSION

By signing the Proposal Offer signature pages of the solicitation, or other official contract form, the Offeror certifies that:

In connection with the performance of this solicitation or any resulting Contract, the Offeror is stating and certifying that the Contractor/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Offer in response to this solicitation or any potential resulting Contract.

IMMIGRATION LAW COMPLIANCE

By the submittal of its Bid/Proposal, the Bidder certifies and warrants that for all solicitations for services (including construction services) it has complied with the E-Verify Program as required by ARS §23-214(A), will have complied with the requirements of the E-Verify Program before bid award.. Failure to comply with the E-Verify Program may result in the automatic disqualification of the Bid/Proposal as being non-responsive or the termination of any contract awarded and the possible forfeiture of any applicable bond.

The City will include specific "Compliance with Federal and Arizona State Immigration Laws" language in any contract or subcontract it enters into with the successful Bidder/Proposer. In addition, this language must be included in any subcontracts that the successful bidder enters into with its subcontractors:

LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that they are lawfully present in the United States.

PERSONS is defined as all NATURAL PERSONS/INDIVIDUALS/SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations, Limited Partnerships or General Partnerships)*

By submitting your quote, bid or proposal to the City you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Drivers License issued after 1996, Arizona nonoperating identification license, U.S. birth certificate, U.S. Passport , I-94 Form with photograph and several others that are all listed on the Affidavit form that the City will send to you for your completion prior to issuing any contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation please indicate when you submitted it. If your acceptable Affidavit is already on file with the City that will be sufficient to meet this requirement.

**REQUEST FOR PROPOSAL #10RP038
CITY COURT INTERPRETER SERVICES
INSTRUCTIONS TO OFFERORS**

LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS – CONT'D

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then you may be considered non responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the City's Purchasing Department at (480) 312-5700 or the City's website at <http://www.scottsdaleaz.gov/vendors.asp> on the Vendor Resources page at the bottom right under Forms.

PURCHASING WEB SITE

The Purchasing web site provides a wide variety of information including: capability to download solicitations and plan sheets, invoicing guidelines, how to introduce your products, list of Buyers commodity lines, etc. The web site can be accessed at <http://www.scottsdaleaz.gov/vendors.asp>. Registering and downloading a solicitation will also provide the supplier with notices of all addendums that are issued.

The City of Scottsdale does not maintain a vendor list, however, on the City's main web site page, select the Email Subscriptions link and subscribe to receive a notification of Solicitation Opportunities twice weekly. – www.scottsdaleaz.gov

CONTRACT AWARD NOTIFICATION

NOTIFICATION OF INTENT TO AWARD

Intent to Award notices will be posted on Purchasing's web site at the link provided below:

<https://eservices.scottsdaleaz.gov/eServices/Solicitations/Awards.aspx?CID=128>

The City Council may award contracts for construction and professional services exceeding the formal procurement limit. All other contracts exceeding the formal procurement limit may be administratively awarded by the Purchasing Director.

It is the bidder's responsibility to access this information from the City of Scottsdale Purchasing website link provided above to view Purchasing's Notice of Intent to Award listings. This is the only notification you will receive regarding the posting of Notices of Intent to Award.

In the event you have questions or concerns regarding any of the proposed contracts please contact the Purchasing Department at 480-312-5700 and your call will be directed to the staff person handling the solicitation.

PROTESTS

Pursuant to the City of Scottsdale Procurement Code Section 2-213 an aggrieved person may protest any aspect of a solicitation prior to award of a contract. As used herein, the phrase "any aspect of a solicitation" shall be limited in its interpretation to mean an alleged violation of the City's Procurement Code as it relates to the bid solicitation, its evaluation, or its award.

**REQUEST FOR PROPOSAL #10RP038
CITY COURT INTERPRETER SERVICES
INSTRUCTIONS TO OFFERORS**

PROTESTS – CONT'D

A protest must be filed within ten (10) calendar days after the protestor, exercising reasonable diligence, knew or should have known of facts and circumstances upon which the protest is based. Failure to protest any issue, fact or circumstance the protestor knew or should have known upon the exercise of reasonable diligence within said ten (10) calendar day period shall forever preclude a hearing based upon that issue, fact or circumstance.

Notice of awards will be given either through the City Council Meeting Agenda's for those contracts being awarded by City Council (i.e. for construction and professional services) or through a Notice of Intent to Award posting 7 calendar days prior to award on the Purchasing section of the City's Internet Web Site for all administratively awarded contracts. Awards of contracts shall be final and no protest pursuant to this section may be filed after award.

A protest must be in writing and shall:

State the name and address of the aggrieved person.

Identify the contracting activity and the number of the solicitation.

Contain a statement of all the grounds for the protest that the protestor then knows or should know based upon the exercise of reasonable diligence.

Include supporting exhibits, evidence or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

Material submitted by a protester shall not be withheld from an interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to code provisions for confidential material.

If the protester believes the protest contains material that should be withheld, a statement advising the Director of this fact shall accompany the protest submission.

The written protest must be filed with the Purchasing Director at the following address:

City of Scottsdale
Purchasing Services Department
9191 E San Salvador Dr.
Scottsdale, AZ 85258
Attn: Bill Yazel, Purchasing Director

The Director may dismiss a protest, upon a written determination, before scheduling a hearing if:

The protest does not state a valid basis for protest; or
The protest is untimely pursuant to Procurement Code Section 2-213.

If the director determines a hearing is appropriate under the circumstances, the director shall notify the protestor of the time and place set for a hearing on the protest. The director may also give notice of the hearing to any other persons involved in the solicitation whose interests may be affected by the ruling requested from the director. Any person whose interest is affected shall be permitted to intervene and participate in such hearing.

**REQUEST FOR PROPOSAL #10RP038
CITY COURT INTERPRETER SERVICES
INSTRUCTIONS TO OFFERORS**

PROTESTS – CONT'D

Nothing contained herein shall require that the protest hearing be held prior to the award, if evidence from the solicitation, its evaluation or its award cannot be released to the public until after the award in order to protect the competitive process or in the best interests of the City.

CONTRACT AWARDS

Once a solicitation has been awarded, it will be listed on Purchasing's web site on the Solicitation Awards page:

<https://eservices.scottsdaleaz.gov/eServices/Solicitations/Awards.aspx?CID=10>

PROSPECTIVE OFFERORS CONFERENCE

A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. This conference will also give Offerors an opportunity to submit any questions and discuss any questions previously submitted.

OFFERORS PRESENTATION

Offerors may be invited to make a presentation. If invited, the Offerors will be notified of the date and time of the presentation by the Contract Administrator.

LATE PROPOSAL

Late Proposals will not be considered. An Offeror submitting a late Proposal shall be so notified.

WITHDRAWAL OF PROPOSAL

At any time prior to the specified Proposal due time and date an Offeror (or designated representative) may withdraw the Proposal. Faxed withdrawals will not be considered.

ADDENDA

Any addendum issued as a result of any change in this Request for Proposal must be acknowledged by all Proposers in one of the following manners:

1. Copies of all addenda must be attached to the submittal.

OR

2. The appropriate addenda acknowledgment section on the Proposal Signature Page must be completed.

Failure to indicate receipt of addenda in one of the above manner may result in a Proposal being rejected as non-responsive.

**REQUEST FOR PROPOSAL #10RP038
CITY COURT INTERPRETER SERVICES
INSTRUCTIONS TO OFFERORS**

PAYMENT

The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct invoice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the amount due. Any Proposal that requires payment in less than thirty (30) calendar days shall clearly note that requirement on the Proposal. If any discount is allowed for early payment that should also be clearly noted on the Proposal.

TAXES

The City of Scottsdale is exempt only from Federal Excise Tax. Exemption certificates will be furnished upon request. Sales Tax, if any, shall be indicated as a separate item in the Proposal.

AWARD OF CONTRACT

- a. Unless the Offeror states otherwise, or unless otherwise provided within the Request for Proposal, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. Notwithstanding any other provision of the Request for Proposal, the City expressly reserves the right to:
 - (1). Waive any immaterial defect or informality; or
 - (2). Reject any or all Proposals, or portions thereof; or
 - (3). Reissue a Request for Proposal.
- c. A response to a Request for Proposal is an offer to contract with the City based upon the Terms, Conditions, Scope of Work and Specifications contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are accepted by the Purchasing Director. A contract is formed when the Purchasing Director provides written notice of award to the successful Offeror. The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the Request for Proposal, unless modified by written Contract Amendment signed by the Purchasing Director and successful Offeror.

REGISTRATION

To be eligible for consideration, offerors must be registered/licensed in the State of Arizona if such registration/license is normally a requirement.

OBLIGATIONS

The issuance of this Request for Proposal does not obligate the City to pay any costs incurred in the preparation and submission of proposals.

DURATION OF PROPOSAL

Proposals shall be irrevocable for a period of ninety (90) days following the proposal due date.

**REQUEST FOR PROPOSAL #10RP038
CITY COURT INTERPRETER SERVICES
INSTRUCTIONS TO OFFERORS**

LITIGATION

The contractor will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The contractor will also disclose any litigation in which the contractor has been involved in, either as a plaintiff or defendant, within the past 3 years, and the contractor shall agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the contractor becomes aware. Further, the contractor will be required to warrant that it will disclose in writing to the City all litigation involving the contractor, the contractor's related organization, owners and key personnel.

REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM

It is necessary for the successful Contractor to provide a REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM, as indicated in this contract, prior to any contract payment being made.

This W-9 form is available from the IRS website at www.irs.gov under their forms section.

Completed W-9 forms should be submitted to the following address:

City of Scottsdale
Accounts Payable Division
7447 E. Indian School Rd.
Scottsdale, AZ 85251

CONFIDENTIAL INFORMATION

Requests for nondisclosure of confidential information such as trade secrets and other proprietary data must be made known to the City within the submitted proposal.

Vendors are instructed to clearly identify any proprietary information that may be submitted with your proposal, and, if feasible, package such information in a separate, sealed envelope labeled "Confidential" or "Proprietary".

The City is subject to Arizona statutes and City Charter provisions that permit the inspection of public records. The City cannot insure confidentiality of any portion of submitted proposal documents in the event a public inspection request is made.

However, in accordance with Section R2-188.22(C), of the City's Procurement Code, the City shall examine the portions of your proposal noted as "Confidential" and/or "Proprietary". If a determination to disclose the information is made, you shall be so informed.

This is the only notification concerning confidential information that will be given to potential proposers, and this provision should be taken into consideration prior to submitting a proposal.

After contract award, and unless otherwise instructed by the proposer, the City shall destroy all information identified as confidential or proprietary in accordance with public records retention requirements.

**REQUEST FOR PROPOSAL #10RP038
CITY COURT INTERPRETER SERVICES
GENERAL TERMS AND CONDITIONS**

SCOTTSDALE CITY SEAL AND CITY SYMBOL

The Scottsdale City seal (as defined in S.R.C. § 2-1) and the City symbol are registered marks and are reserved solely for the City's use. Any other use or reproduction of the City's registered marks in any print, digital, or other media and without the City's express, written consent is prohibited. As a breach of this prohibition may impair the City's reputation, dilute its mark(s), or otherwise cause the City irreparable harm, the City shall be entitled to an immediate injunction enjoining such use in addition to any other legal or equitable remedies.

TERM OF AGREEMENT

The term of any Agreement made pursuant to this Request for Proposal shall be for a one (1) year period. The City reserves the option to extend this contract, for a maximum of four (4) additional one (1) year periods, upon the recommendation of the Contract Administrator and concurrence of the Contractor, Purchasing Director, and the presiding Judge.

PRICE ESCALATION

Price increases may only be requested by the Contractor, thirty (30) days prior to the annual anniversary date of the Contract. Failure to do so may result in the denial of any increase requested.

Price increases will become effective only after approval by the Contract Administrator, Purchasing Director, and the Presiding Judge and shall be effective for at least one (1) year from the date of approval.

ACCEPTANCE CONTRACT/AGREEMENT

Any Contract/Agreement made pursuant to this Request for Proposal must be accepted in writing by the Offeror. If for any reason Offeror should fail to accept in writing, any conduct by Offeror which recognizes the existence of a Contract/ Agreement pertaining to the subject matter hereof shall constitute acceptance by Offeror of the Contract/Agreement and all of its terms and conditions. Any terms proposed in Offeror's acceptance of City's Contract which add to, vary from or conflict with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Contract/Agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties.

COMPLIANCE WITH FEDERAL AND STATE LAWS

The City has entered into this Contract with the Contractor relying on his knowledge and expertise to provide the services contracted for. As a part of that reliance, the Contractor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this Contract, and agrees to comply with these relevant and applicable federal and state laws.

The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

**REQUEST FOR PROPOSAL #10RP038
CITY COURT INTERPRETER SERVICES
GENERAL TERMS AND CONDITIONS**

COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS

Under the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Contractor and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be considered a material breach of this Contract and may subject the Contractor or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty. The Contractor agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The City will not consider the Contractor or any of its subcontractors in material breach of this Contract if the Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

CONTRACTS WITH SUDAN AND IRAN

In accordance with A.R.S. §35-391.06 and 35-393.06, the contractor certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §35-391(15) and 35-393(12).

**REQUEST FOR PROPOSAL #10RP038
CITY COURT INTERPRETER SERVICES
GENERAL TERMS AND CONDITIONS**

UNPREDICTABLE MARKET CHANGE

In the event of an unpredictable change in the market, which affects the then current contract price, Contractor may submit justification for a price adjustment. Contract Administrator and Purchasing Director shall review justification and determine applicable price adjustment. Upon return to normal market conditions, the price will be adjusted to the price established by the original contract terms.

The Purchasing Director shall be the final authority on any price adjustment due to unpredictable market change.

TERMINATION

Termination for Convenience: City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. Contractor shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Contractor shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractors, Suppliers or Subcontractors which Contractor could reasonably have avoided. Contractor shall not unreasonably anticipate the requirements of this contract.

Termination for Cause: City may also terminate this contract or any part hereof with seven (7) days notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Late deliveries, deliveries of products which are defective or do not conform to this contract, unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Contractor for any amount, and Contractor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination. If it should be determined that City has improperly terminated this contract for default, such termination may be deemed a termination for convenience.

In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Contractor.

LOCAL CONDITIONS, RULES AND REGULATIONS

The Offeror shall familiarize himself with the nature and extent of the Contract Documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

**REQUEST FOR PROPOSAL #10RP038
CITY COURT INTERPRETER SERVICES
GENERAL TERMS AND CONDITIONS**

CONTRACT

The Contract between the City and the Contractor shall consist of (1) the solicitation, instructions, all terms and conditions, specifications, Scope of Work, attachments, and any amendments thereto, and (2) the offer submitted by the Offeror in response to the solicitation. In the event of a conflict in language between the solicitation documents and the submitted offer referenced above, the provisions and requirements in the solicitation shall govern. However, the City reserves the right to clarify any contractual terms in writing with the concurrence of the Contractor, and such written Contract Amendment shall govern in all other matters not affected by the Amendment.

RECORDS AND AUDIT RIGHTS

Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after final payment.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Such requirements will also apply to subcontractors and sub-subcontractors, etc.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Contractor to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code.

**REQUEST FOR PROPOSAL #10RP038
CITY COURT INTERPRETER SERVICES
GENERAL TERMS AND CONDITIONS**

CONTRACT MODIFICATION

A Contract Modification alters the terms and conditions of the Contract and must be signed by all the parties signing the original Contract.

CONTRACT CHANGE ORDER

The City may, at any time as the need arises, order changes within the scope of the work without invalidating this Agreement.

The City, also may at any time, by issuing a written Change Order from the Contract Administrator, make changes in the details of the work not affecting price. The Contractor shall proceed with the performance of any changes in the work so requested unless the Contractor believes that such written request entitles him to a change in price, in which event Contractor shall give City written notice thereof within five (5) days after the receipt of the Contract Administrator's written Change Request. The Contractor shall not execute such changes pending resolution as to the applicability of a formal Change Order as described below. If Contractor performs work authorized under a written Change Order and subsequently claims a price change, the City shall not be obligated to the price.

Contractor may initiate changes in the work by completing a Change Order and submitting it to the Contract Administrator. Any Change Order submitted by the Contractor shall be submitted within five (5) days of identifying the subject of the request. The City Contract Administrator and the Contractor's Project Manager will assess the need to include the change in the Scope of Work as described herein. If the change is approved and does not affect price the Change Request will be processed as outlined in the paragraph above.

Change Orders determined to require additional monies will not be included in the project unless City approves an increase in price.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the Contractor will follow the Federal government's Affirmative Action guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

RESPONSIBILITY FOR PRIVILEGE (SALES) TAXES

The Contractor shall be responsible for payment of all State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income, whether or not such taxes are specifically separated in the proposal amount.

**REQUEST FOR PROPOSAL #10RP038
CITY COURT INTERPRETER SERVICES
GENERAL TERMS AND CONDITIONS**

SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

No right or interest covered by this Contract shall be assigned in whole or in part without the prior written consent of the City.

ASSIGNMENT

No right or interest covered by this contract shall be assigned in whole or in part without the prior written consent of the City.

EXECUTION OF NOTICE OF AWARD

The Contractor shall execute the Notice of Award with the City of Scottsdale within ten (10) days after receipt.

FORCE MAJEURE

The City shall not be held responsible for acceptance of all or any part of the materials tendered for delivery under this Agreement due to federal, state or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm or other incidents outside of the City's control which shall make such acceptance impossible or impractical.

CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all parties to the contract, unless the notice specifies a later time (A.R.S. 38-511).

SUBCONTRACTORS

During the performance of the Contract, the Consultant may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

**REQUEST FOR PROPOSAL #10RP038
CITY COURT INTERPRETER SERVICES
GENERAL TERMS AND CONDITIONS**

FUNDS APPROPRIATION

If funds are not appropriated by the City Council to continue this Contract, and for the payment of charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Contractor all charges incurred through the end of such period.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or willful actions, acts, errors, mistakes or omissions but only to the extent caused by Contractor relating to work or services performed under this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

INSURANCE

Insurance Representations and Requirements

General

Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

No Representation of Coverage Adequacy

By requiring insurance herein, City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

**REQUEST FOR PROPOSAL #10RP038
CITY COURT INTERPRETER SERVICES
GENERAL TERMS AND CONDITIONS**

INSURANCE – CONT'D

Insurance Representations and Requirements – Cont'd

Coverage Term

All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

Policy Deductibles and or Self Insured Retentions

The policies set forth in these requirements may provide coverage which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to City of Scottsdale. Contractor shall be solely responsible for any such deductible or self insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

Use of Subcontractors

If any work under this agreement is subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Scottsdale and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

Evidence of Insurance

Prior to commencing any work or services under this Contract, Contractor shall furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement.

**REQUEST FOR PROPOSAL #10RP038
CITY COURT INTERPRETER SERVICES
GENERAL TERMS AND CONDITIONS**

INSURANCE – CONT'D

Insurance Representations and Requirements – Cont'd

Evidence of Insurance – Cont'd

If any of the above cited policies expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying coverage as required
2. Contractor's insurance shall be primary insurance as respects performance of subject contract.
3. All policies, except for Professional Liability insurance if applicable waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
4. Certificate shall cite 30 day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

Required Coverage

Commercial General Liability

Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$1,000,000 Products and Completed Operations Annual Aggregate, and a \$1,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

Worker's Compensation Insurance

Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

**REQUEST FOR PROPOSAL #10RP038
CITY COURT INTERPRETER SERVICES
GENERAL TERMS AND CONDITIONS**

ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARIZONA LAW

This contract shall be governed and interpreted according to the laws of the State of Arizona.

ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, amended with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

CONTRACT ADMINISTRATOR

The Contract Administrator shall oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City's possession and are current and conform to the contract requirements.. The Consultant shall channel reports and special requests through the Contract Administrator.

ADVERTISING

No advertising or publicity concerning the City using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the City Contract Administrator.

SEVERABILITY

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

**REQUEST FOR PROPOSAL #10RP038
CITY COURT INTERPRETER SERVICES
SCOPE OF WORK**

GENERAL INFORMATION

The City of Scottsdale desires to contract for interpreter services for non-English speaking defendants in the Scottsdale City Court where such service is required by the United States Constitution, the Arizona Constitution, and/or the Rules of Criminal Procedure for the State of Arizona. Interpreter services shall be provided by interpreters who are professionally qualified to provide interpreter services to defendants and are ready to do so.

This service shall be provided, on an 'as needed' basis, for a period of one (1) year, with options as outlined in "TERM" section of this solicitation.

The Offeror is encouraged to read the Solicitation documents very carefully, as the City shall not be responsible for errors and omissions on the part of the Offeror. The Offeror is also encouraged to carefully review their final submittal documents, as the Evaluation Committee is not required to make interpretations or correct detected errors in calculations.

Offeror shall familiarize themselves with the nature and extent of the solicitation and contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work.

If deemed to be in the City of Scottsdale's best interests, the City reserves the right to award multiple contracts as a result of the solicitation process. While multiple awards are possible, the preferred procedure is to make a single award for each commodity or category of commodity.

CONTRACT ADMINISTRATION

The Contract Administrator shall be the Deputy Court Administrator or designee. The Contract Administrator shall audit the billings, approve payments, establish delivery schedules, approve addenda to the contract, and generally be responsible for overseeing the execution of the contract.

GENERAL VENDOR QUALIFICATIONS

The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.

The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.

The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

Offeror shall have been conducting business within the Phoenix Metropolitan area for a **MINIMUM** of two (2) consecutive years.

**REQUEST FOR PROPOSAL #10RP038
CITY COURT INTERPRETER SERVICES
SCOPE OF WORK**

GENERAL VENDOR QUALIFICATIONS – CONT'D

Offeror's place of business **MUST** be physically located in the Phoenix, Arizona metropolitan area.

EMPLOYEE IDENTIFICATION AND WORK APPAREL

All Contractor employees performing work under the scope of this contract shall wear conservative business attire appropriate for court room appearances.

Outlandish styles, patterns, hats, colors of wearing apparel, verbiage imprinted on apparel, etc. worn by the Contract Employee that may promote negativity in the work place, or advertise any product will not be allowed.

The Contract Administrator shall be the sole determinant of the appropriateness of all work apparel.

GENERAL SERVICE REQUIREMENTS

Contractor shall furnish all labor, materials and equipment necessary for the completion of the scope of work described herein.

The Contractor shall have sufficient personnel and equipment to complete all work requests, as defined in this Solicitation, in the time frame required by the Contract Administrator.

QUANTITY

The City estimates the following amount of translator services during the initial term of this contract:

- Spanish – Fifty (50) hours annually
- Other Languages – Five hundred (500) hours annually
- American Sign Language – Seventy-five (75) hours annually

The actual service requests, and service requests for future years may be more or less, and any quantities listed herein should be used for information purposes only.

INVOICING

All invoices submitted for work done under the scope of this contract **MUST BE ITEMIZED**. Itemized invoices shall contain a **MINIMUM** of the following information:

- Vendor Name and Remit to Address
- Purchase Order Number
- Invoice Date and Number
- Date service/work was completed
- Complete description of work completed
- Itemized list of all charges (quantity, description, unit pricing per the contract)
- Tax Amount (if applicable)
- Total Invoice Amount

The Contractor shall submit invoices with all supporting documentation within thirty (30) days after the service/work is completed and approved by the Contract Administrator.

**REQUEST FOR PROPOSAL #10RP038
CITY COURT INTERPRETER SERVICES
SERVICE TECHNICAL SPECIFICATIONS AND REQUIREMENTS**

1.00 GENERAL SPECIFICATIONS

- 1.01 The Interpreter shall provide interpreting/translation services for the Scottsdale City Court on an "As Needed" basis, as determined by the need of the Court and the Contract Administrator.
- 1.02 Interpreter shall pay **ALL** costs and expenses incurred while providing interpreter services, except as otherwise expressly provided in this Contract. "Costs and expenses", shall be defined as including, but is not limited to: office rent, transportation, business expenses related to the maintenance and operation of an office, etc.
- 1.03 This contract shall cover interpreter services for in-court interpreting/translation only.
- 1.04 Interpreter acknowledges and agrees that this Contract to accept court assignments and provide interpreting services to the court is non-exclusive and the City Court may enter into such other, similar contracts with other Interpreters as may be deemed to be reasonably necessary to provide interpreting services.
- 1.05 Interpreter shall provide for substitution of interpreter, at their own expense, when Interpreter is unable for any reason to appear in Court and shall notify the Contract Administrator in a timely manner with the name, address and telephone number of substitute interpreter.
- 1.06 The Interpreter shall be notified by the Contract Administrator or designee, within one (1) business day of scheduled services, if the interpreter services are no longer required. Failure to notify the Interpreter in that time frame will result in payment to the interpreter by the City (see Item 2.07).

2.00 INTERPRETER FEES AND RATE INCREASES

- 2.01 Interpreter shall be paid for actual time in Court **OR** a two (2) hour minimum fee, whichever is greater.
- 2.02 Actual Interpreter time spent in Court shall be invoiced in 1/4 hour (15 minute) increments.
- 2.03 For Spanish interpretation/translation services, the Interpreter shall receive payment of fifty dollars (\$50.00) per hour, with a two (2) hour minimum guarantee (\$100.00) per service request.
- 2.04 For Lesser Used Language interpretation services the Interpreter shall receive payment of seventy-five dollars (\$75.00) per hour, with a two (2) hour minimum guarantee (\$150.00) per service request.
- 2.05 For American Sign Language interpretation services the Interpreter shall receive payment of eighty-five dollars (\$85.00) per hour, with a two (2) hour minimum guarantee (\$170.00) per service request.

**REQUEST FOR PROPOSAL #10RP038
CITY COURT INTERPRETER SERVICES
SERVICE TECHNICAL SPECIFICATIONS AND REQUIREMENTS**

2.00 INTERPRETER FEES AND RATE INCREASES – CONT'D

- 2.06 The Interpreter will be paid only upon submittal of a monthly invoice, which must be substantiated and verified by the Contract Administrator.
- 2.07 Any cancellation by the Scottsdale City Court of a request for service given less than twenty-four (24) hours from the time for the requested service will be compensated at the amount provided for the first two (2) hours of service as if it had been provided.

3.00 MINIMUM INTERPRETER QUALIFICATIONS

- 3.01 The Spanish Interpreter **MUST** have a bachelor's degree from an accredited college, a consortium certification, and a **MINIMUM** of three (3) years court interpreter experience.
- 3.02 The Lesser Used Language Interpreter **MUST** have a High School Diploma or General Equivalency Diploma (G.E.D.), post-secondary degree from an accredited college preferred, and a **MINIMUM** of three (3) years court interpreter experience.
- 3.03 The American Sign Language Interpreter **MUST** have a bachelor's degree from an accredited college, a Licensure in category A through D from the Arizona Commission for the Deaf and the Hard of Hearing (ACDHH), and a **MINIMUM** of three (3) years court interpreter experience.

**REQUEST FOR PROPOSAL #10RP038
CITY COURT INTERPRETER SERVICES
SUBMITTAL REQUIREMENTS CHECKLIST**

It is preferred that all submittals be prepared on 8½" X 11" paper and printed on one (1) side only. Foldout pages should be kept to a minimum. Offeror's are reminded that the Evaluation Committee's ability to evaluate the proposals is dependent upon the organization, detail and readability of the submittal documents. A clear, complete and adequate response is very important. Please format your response to correspond with the areas listed below in the order they are listed below.

NOTE: The City of Scottsdale does not approve the use of the City Seal and/or City Logo, unless it is in connection with a City-sponsored project, City-sponsored event or an Official City generated document. Therefore, using the City Seal and/or Logo in your submittal documents is discouraged, as it would not be considered appropriate usage of the City Seal and/or Logo under the current administrative regulations.

To constitute a valid responsive proposal by the Offeror to this solicitation, the Offeror's submittal shall be a **MAXIMUM of twenty-five (25)** pages in length (single sided 8½" X 11" paper) and **MUST** include a **MINIMUM** of the following items listed below. **NOTE:** Total page count includes all cover letters, section dividers, tables of contents, pre-printed material, required forms and all required submittal attachments included in the Offeror's proposal. Documents that exceed the requested maximum submittal length may be considered non-responsive.

To constitute a valid responsive proposal by the Offeror to this solicitation, the Offeror's submittal **MUST** include a **MINIMUM** of the following items:

- ☐ **Signature Page** – Fully completed Solicitation Signature Page, signed in ink (Page 28).
- ☐ **General Disclosure Form** – Fully completed General Disclosure Form, signed in ink (Page 26).
- ☐ **Litigation Disclosure Form** – Fully completed Litigation Disclosure Form, signed in ink (Page 27).
- ☐ **Firm and Staff Qualification Summary Letter** – The Offeror shall submit a Firm and Staff Qualification summary document that illustrates the Offeror's understanding of the objectives of this Solicitation, as well as the qualifications, experience, training and other credentials that illustrate the Offeror and employee's abilities to successfully complete the scope of work represented in this Solicitation. The Firm and Staff Qualifications document should include a **MINIMUM** of the following items:
 - Offeror's document shall contain a synopsis of the firm's / interpreter's history, including a statement indicating the length of time the Offeror has been doing business in the Phoenix Metropolitan area.
 - Offeror's document shall contain a synopsis of the firm's / interpreter's history, providing court interpretation services.
 - Offeror's document shall demonstrate and detail previous experience providing interpreting services in a limited and/or general jurisdiction court.
 - Offeror's document shall detail any special skills, education, knowledge or certification they possess relative to the court interpreter services defined within this solicitation document.
 - Offeror's document shall demonstrate and detail proficiency in specific foreign language.

**REQUEST FOR PROPOSAL #10RP038
CITY COURT INTERPRETER SERVICES
SUBMITTAL REQUIREMENTS CHECKLIST**

Firm and Staff Qualification Summary Letter – Cont'd

- Offeror's document shall indicate whether they are in compliance with continuing education requirements.
- Offeror's document shall list all sub-consultants (if any) that will be used in the completion of projects identified herein, and the sub-consultants envisioned role in each project.

☐

Key Personnel Resume and Qualifications – Offeror's proposal shall include the qualifications of the key personnel that will be involved in the services covered by the scope of this solicitation and the individuals anticipated role in providing the service (this shall include all applicable sub-consultants). The qualifications provided shall include resumes, academic credentials, applicable training classes, Professional Certifications, Professional Association Memberships, etc.

☐

References – Offeror's proposal shall demonstrate previous experience performing work similar to the size and scope of the work identified herein. Offeror's proposal shall include a **MINIMUM** of three (3) letters of reference that illustrate this.

☐

Exceptions – Offeror shall include all exceptions taken in regards to the terms and conditions as specified in this solicitation document, any award documents, or attached contracts. All exceptions taken by the Offeror shall be clearly defined and the changes requested clearly identified in their submittal document. **Exceptions taken by the Offeror shall be used in the evaluation process.** If the Offeror does not indicate exceptions in their submittal document this will signify to the City that the Offeror is in full agreement with all areas of the solicitation document, attached award documents and contracts, and agree to all terms as stated.

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Proposal Copies – Identify and submit one (1) unbound original and four (4) bound copies of the Offeror's proposal. If possible in addition to the required hardcopies, please also provide an electronic copy of the Offeror's complete proposal. This electronic copy shall be one (1) file, on a Compact Disc (CD), in Adobe® Acrobat format (PDF), and be an electronic representation of the Offeror's complete proposal document (executed signature page and disclosure forms, quotation page, sample documents, all attachments, brochures, pamphlets, etc.). The CD shall be labeled with the solicitation number, along with the Offeror's company name.

**REQUEST FOR PROPOSAL # 10RP038
CITY COURT INTERPRETER SERVICES
EVALUATION CRITERIA**

GENERAL

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Proposal Evaluation Committee.

PROPOSAL EVALUATION

All responsive proposals shall be evaluated by the Proposal Evaluation Committee using the weighting and criteria listed below. The recommendation for contract award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the City when applying the following criteria and weighting.

The following is the weighting of criteria that will be used to review the proposals:

- Firm and Staff Qualifications, Experience, and References – One Hundred Percent (100%) Weighting

The following items shall be used by the Proposal Evaluation Committee to evaluate each proposal submitted:

1. The Offeror's demonstrated experience on similar types of projects, including satisfactory reference checks relating to past work relationships, past performance on projects of similar scope and size, level of knowledge, reliability, flexibility and ability to meet project deadlines.
2. The ability and willingness of the Offeror to meet or exceed the specifications and standards of this Solicitation and Offeror's understanding and perceived perception of the scope of work contained herein.
3. The content and quality of the Offeror's proposal and other presentation materials.

Offeror may be invited to make a presentation, but Offeror should not rely on a possible presentation to present their qualifications and offered services. If invited, the Offeror will be notified of the date and time of the presentation by the Contract Administrator. Results of any presentation may be used to determine the contract award.

**REQUEST FOR PROPOSAL # 10RP038
CITY COURT INTERPRETER SERVICES
OFFEROR GENERAL DISCLOSURE FORM**

Offeror shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Debarment / Suspension Information – Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

YES ☐

NO ☐

If "YES", in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Surety Information – Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited?

YES ☐

NO ☐

If "YES", in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

Bankruptcy Information – Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?

YES ☐

NO ☐

If "YES", in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets.

Signature

Title

Printed Name

Date

**REQUEST FOR PROPOSAL # 10RP038
CITY COURT INTERPRETER SERVICES
OFFEROR LITIGATION DISCLOSURE FORM**

Offeror shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this contract ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

YES ☐

NO ☐

Have you or any member of your Firm or Team to be assigned to this contract ever been terminated (for cause or otherwise) from any work being performed for the City of Scottsdale or any other Federal, State or Local Government?

YES ☐

NO ☐

Have you or any member of your Firm or Team to be assigned to this contract ever been involved in any claim or litigation with the City of Scottsdale or any other Federal, State or Local Government during the last ten (10) years?

YES ☐

NO ☐

If you answered "YES", to any of the above questions, in an attachment to this form, please indicate the name(s) of the person(s), the nature, and status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable.

Signature

Title

Printed Name

Date

**REQUEST FOR PROPOSAL # 10RP038
CITY COURT INTERPRETER SERVICES
PROPOSAL SIGNATURE PAGE**

The undersigned hereby offers and agrees to furnish the material, or service, in compliance with all the terms and conditions, instructions, specifications, and any amendments contained in this Request for Proposal document and any written exceptions in the offer accepted by the City.

The Offeror also certifies it is in compliance with the Non Collusion, Contracts with Sudan and Iran, and the Immigration Compliance and Federal and Arizona State Immigration Laws requirements of the solicitation.

Company Name

Signature of Authorized Person

Address

Printed Name

City State Zip

Title

Telephone Number

Fax Number

Date

E-Mail Address

The Offeror hereby acknowledges receipt of and agrees this submittal is based on the following Addenda.

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Proposal must indicate the responsible entity.

Offerors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.



NOTICE OF AWARD

1. This is to notify you that on _____, the Purchasing Director awarded Request for Proposal No. 10RP038 to your company.
2. You are required by the Terms and Conditions of this Request for Proposal to furnish Performance Surety and submit the appropriate Certificate(s) of Insurance within ten (10) days from the date of this Notice.
3. This notification constitutes an acceptance of your offer to provide the services designated in the Request for Proposal at the prices quoted. All terms and conditions of the Proposal shall apply.
4. The term of this agreement shall be for a period of one (1) years starting in _____, and ending _____.
5. The contract shall be administered for the City by a Contract Administrator. The Contract Administrator for the City shall be (contract administrator), (phone 2), (email 2).
6. Detailed invoices including the Request for Proposal No. must be submitted to the Accounts Payable Section for review and approval before payment can be made.
7. This Contract may be canceled for convenience or cause if in the judgment of the City's Agents, the Contractor fails to comply with the intent or terms and conditions of the Contract.

Please complete the acknowledgment section below and return one copy to my attention at the City of Scottsdale, Purchasing Office, 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

Bob Huston
Bid & Contract Specialist

ACKNOWLEDGED:

Signature

Title

Company Name

Date

ACORD_{tm}					DATE (MM/DD/YY)	
CERTIFICATE OF LIABILITY INSURANCE						
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
			COMPANIES AFFORDING COVERAGE			
			COMPANY A			
			COMPANY B			
			COMPANY C			
INSURED			COMPANY D			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
Co 1 tr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EXPIRATION DATE (mm/dd/yy)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNERS & CONTRACTORS PROT				GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$	
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$	
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETOR/ ☐ INCL PARTNERS/EXECUTIVE ☐ EXCL OFFICERS ARE:				WC STATU-TORY LIMITS ☐ OTHER ☐ EL EACH ACCIDENT \$ EL DISEASE : POLICY LIMIT \$ EL DISEASE : EA EMPLOYEE \$	
	Other:					
Description of Operations/Locations/Vehicles/Special Items: City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of insurance company. APPLICABLE CONTRACT NUMBER #10RP038						
CERTIFICATE HOLDER			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
			AUTHORIZED REPRESENTATIVE			
ACORD 25-S (1/95)					© ACORD CORPORATION 1988	

**CITY OF SCOTTSDALE
CERTIFICATE OF INSURANCE**

City Department:	Project Title:	Contract #:		
Companies Affording Coverage		Current State of Arizona License	Current A.M. Best Rating	
Producer:	A. _____ B. _____ C. _____ D. _____ E. _____	Yes	No	_____ _____ _____ _____ _____
Insured:				

This is to certify that the insurance policies listed below have been issued to the insured named above for the policy period indicated.

Co Ltr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EXPIRATION DATE (mm/dd/yy)	LIMITS (,000)
	General Liability ☐ Commercial General Liability ☐ Occurrence ☐ Claims Made ☐ Owner's & Contractor's Prot. ☐ Per Project Product/Completed Operations				General Aggregate Products-Comp/Op Agg. \$ _____ Personal & Adv. Injury \$ _____ Each Occurrence \$ _____ Fire Damage (any one fire) \$ _____ Med. Exp. (any one person) \$ _____
	Automobile Liability ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ Garage Liability				Combined Single Limit Bodily Injury (per person) \$ _____ Bodily Injury (per accident) \$ _____ Property Damage \$ _____
	Professional Liability ☐ Type _____ ☐ Claims Made ☐ Occurrence				Each Claim \$ _____ All Claims \$ _____
	Excess Liability ☐ Umbrella Form ☐ Other than umbrella form ☐ Claims Made ☐ Occurrence				Each Occurrence \$ _____ Aggregate \$ _____
	Workers Compensation Employer's Liability				Statutory Limits Each Accident \$ _____ Disease-Policy Limit \$ _____ Disease-Each Employee \$ _____
	Builder's Risk				
	Other:				

Description of Operations/Locations/Vehicles/Special Items:

City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights to recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of Insurance Company. **APPLICABLE CONTRACT NUMBER #10RP038**

CERTIFICATE HOLDER/ADDITIONAL INSURED City of Scottsdale Attn: Bob Huston, Bid & Contract Specialist 9191 E. San Salvador Drive, Scottsdale, AZ 85258	Authorized Representative of the insurance company(ies) Signature: _____ Date: _____
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