



***First Judicial District of Pennsylvania
Procurement Unit
Philadelphia City Hall, Room 368
Philadelphia, Pennsylvania 19107
(215) 683-7940
(215) 683-7942 fax
<http://courts.phila.gov>***

Joseph H. Evers
District Court Administrator

Marc Flood, Esquire
Deputy Court Administrator

October 20, 2017

Dear Prospective Applicant:

You are invited to submit an Application for a Certified Spanish Interpreter Contract Position in accordance with the enclosed Position Announcement and Sample Contract.

All applications must be submitted, in writing, to: ***Procurement Unit, First Judicial District of Pennsylvania, Philadelphia City Hall, Room 368, Philadelphia, Pennsylvania 19107 OR Via Email at Procurement_cityhall@courts.phila.gov.***

Applications must be received at the above address or via email no later than **3:00 P.M., Tuesday, November 21, 2017**. Late applications will not be considered regardless of the reason.

We expect that evaluation of the applications and selection of the Certified Spanish Interpreter Independent Contractor(s) will be completed as soon as possible; all Applicants will be notified.

Sincerely,

A handwritten signature in cursive script that reads "Marc Flood".

Marc Flood, Esquire
Deputy Court Administrator

Enclosure: Request for Proposal

CONTRACT POSITION ANNOUNCEMENT FIRST JUDICIAL DISTRICT OF PENNSYLVANIA

POSITION(s): Certified Spanish Interpreter:
Court of Common Pleas, Criminal Trial Division
Municipal Court, Criminal Division
This is a contract position – not regular full-time employment

(This Announcement is for an Independent Contractor Position(s) which is subject to the General Assembly of Pennsylvania's Act 172 of 2006, the Administrative Office of Pennsylvania Court's relative Interpreter Program's ("AOPC") protocol, and the First Judicial District of Pennsylvania's ("FJD") standard contractual terms and conditions for which a sample contract is attached to this Announcement.)

INTERESTED CANDIDATES SHOULD SUBMIT A COVER LETTER SUPPORTED BY A DETAILED RESUME WHEN APPLYING AND **MUST INCLUDE A COPY OF YOUR CURRENT, AOPC ISSUED INTERPRETER PROGRAM ID CARD.**

APPLICATIONS SHOULD BE DIRECTED, IN WRITING, TO PROCUREMENT UNIT, FIRST JUDICIAL DISTRICT OF PENNSYLVANIA, PHILADELPHIA CITY HALL, ROOM 368, PHILADELPHIA, PENNSYLVANIA 19107 OR VIA EMAIL AT Procurement_cityhall@courts.phila.gov.

FILING DEADLINE: TUESDAY, NOVEMBER 21, 2017 @ 3:00 pm

COMPENSATION: Pursuant to the AOPC Interpreter Program's Compensation Guidelines, service rates for a Certified Interpreter are defined as: \$45.00 per hour or \$150.00 Half-Day Rate or \$300 Full Daily Rate, as needed and requested by the FJD. Subject to the terms of the attached sample contract, Contractor's payments will be contingent upon documented hours of service provided and Contractor shall only be compensated for service hours satisfactorily completed.

REQUIREMENTS/KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED:

Court interpreting is a profession that demands high levels of knowledge and skills. In compliance with all AOPC Interpreter Certification Requirements, or acceptable reciprocity certification from another State, if approved by the Court, the FJD is seeking to contract independently with an AOPC Certified Contractor for (preferred) full time Spanish Interpreter services. As such, the Selected Contractor must:

- Possess a high school diploma or equivalent;
- Possess a highly educated, native-like mastery of both English and a second language (for purposes of this Announcement, Spanish);
- Possess a broad knowledge of the court system in general and the procedural components of all major case types as well as ancillary venues where interpreting services are required;
- Possess a thorough knowledge of the specialized terminology used by judges and lawyers;
- Possess wide general knowledge characteristic of what a minimum of two years of general education at a college or university would provide;
- Perform the three modes of court interpreting, using them when appropriate:
 - ***Sight interpreting*** (also called sight translating)--oral translation of documents, e.g., presentence reports, letters to judges, birth certificates, etc.;
 - ***Consecutive interpreting***--interpreting questions from judges and lawyers from English into another language and the witness' or party's answers from that language into English; and

- ***Simultaneous interpreting***--interpreting everything while it is being said during a proceeding from English into the language of a LEP person (e.g. the defendant sitting at counsel table);
- Perform each of those types of interpreting above in a manner that:
 - Faithfully and accurately transmits the source message just as it would have been expressed in the target language;
 - Preserves the tone and level of language of the source message; and
 - Never changes, omits or adds anything to source messages;
- Deliver interpreting services in a manner faithful to (1) the Rules of Professional Conduct for Judiciary Interpreters, and (2) all other policies regarding court interpretation promulgated by the Judiciary;
- Ability to speak English in a manner that is readily understood by judges, attorneys, and jurors and to moderate one's voice appropriately, speaking as quietly as possible when interpreting simultaneously and with a solid speaking voice when interpreting consecutively;
- Ability to focus and concentrate on communications, screening out distractions such as extraneous noises, making accommodations that may be necessitated due to poor acoustics, and positioning oneself where necessary to receive communications to be interpreted;
- Ability to monitor one's own interpretation as well as the interpretation of a partner and make corrections of one's own interpreting errors when appropriate;
- Ability to use appropriate protocol to handle the many and varied challenges that will present themselves, including exercising situational control appropriately when needed to protect the integrity of the interpreter's work;
- Ability to use effective note-taking techniques to enhance accuracy of interpretation, especially when working in the consecutive mode;
- Ability to work effectively in teams when team interpreting is required;
- Ability to use specialized equipment appropriately, particularly simultaneous interpreting equipment and equipment required for delivering telephone;
- Ability to perform all of the services required to the satisfaction and approval of the Court and will not be deemed to have rendered and performed the said services unless and until they are so approved to an accepted criteria level;
- Ability to perform the essential functions of the position.

ESSENTIAL FUNCTIONS:

Notwithstanding above, the following duties are normal for this contracted position. These are not to be construed as exclusive or all inclusive. Other duties may be required and assigned.

- Interprets from English to target language, questions asked of limited English proficient individuals both in person and/or by telephone.
- Translates from the source language to the target language various court documents, notices, pamphlets, and other correspondence.
- Interprets spoken instructions for the LEP person.
- Interprets information in target language to those inquiring about activities and facilities which the city makes available to the public.
- Maintains confidentiality of information acquired during discharge of their duties as required by the Rules of Professional Conduct for Judiciary Interpreters.
- Keeps a record of requests for interpreters as well as assignments.
- Prepares weekly reports and meets regularly with supervisor to discuss work progress.
- Directs other language needs to appropriate department.

ENVIRONMENTAL CONDITIONS:

- Standard office and courtroom conditions.
- Direct contact with diverse court clientele.

ADDITIONAL CONDITIONS GOVERNING THE CONTRACT PROCESS:

The following conditions are not to be construed as exclusive or all inclusive. Additional standard contractual terms and conditions are attached to this Announcement.

- The Court shall have the right to reject the Contractor if, in the Court's judgment, qualifications do not meet the standards established by the Court as necessary for the performance of services. In considering qualifications, the Court will act in good faith and not unreasonably;
- The provision of services to the Court by Contractor is not an exclusive arrangement and Contractor may be engaged or employed in other businesses, trades, professions or other activities; provided, however, that such other activities do not create a conflict of interest with the Court;
- All contracts shall be subject to standard governmental clauses as prescribed by the Court. The Court reserves the right to assign the contract to any person, office or entity as it deems appropriate or as ordered by the Supreme Court of Pennsylvania;
- The Court reserves the right to withdraw or cancel this contract position announcement at its discretion at any time prior to execution of a contract and to reject any or all contractors or to waive any minor or technical deviations as it may deem fit and proper;
- The Court reserves the right to amend the contract position announcement requirements prior to execution of a contract.

The FJD is an Equal Opportunity Employer. In compliance with the American with Disabilities Act, the FJD will provide reasonable accommodations to qualified individuals with disabilities and encourages any prospective employees, incumbents, or contractors, to discuss potential accommodations with the FJD.

Professional Services Contract

For Per Diem Certified SPANISH Interpreter Services

by and between

The First Judicial District of the Commonwealth of Pennsylvania and (Interpreter's name)

This Agreement, effective upon full execution, by and between the First Judicial District of the Commonwealth of Pennsylvania (hereinafter referred to as the "Court") and (_____ Interpreter's name), with an address of (_____) (hereinafter referred to as the "Contractor");

Witnesseth:

Whereas, the Court is in need of AOPC certified Spanish interpreter services to assist with proceedings in a criminal court of law and/or other related official segments of judicial procedures as needed by the Court, and;

Whereas, Contractor has demonstrated the requisite experience, background, ability, certification, and willingness to provide the needed services;

Now Therefore, the parties mutually agree as follows:

1. Term

The Term of this Agreement shall commence upon full execution, and shall continue on an as-needed basis unless terminated by the Court.

2. Compensation

As compensation for the said services and in coordination with Provision 3, Contractor's Responsibilities – Scope of Services, of this Agreement, notwithstanding compliance with all Administrative Office of Pennsylvania Courts' Interpreter Program's ("AOPC") guidelines, the Court agrees to compensate Contractor pursuant to the AOPC Interpreter Program's relative rate schedule; a copy is hereby attached and incorporated by reference as Attachment 1. The parties understand and agree that payment is contingent upon hours of service provided and Contractor shall only be compensated for service hours satisfactorily completed. The Court's present policy dictates a thirty five (35) hour workweek, however, Contractor understands that there is no guarantee of minimum or maximum working hours; assignments are at the sole discretion of the Court. Contractor understands that compensation will be payable by the Court's business office within twenty (20) business days upon receipt, acceptance and approval of bi-weekly time sheets verified and approved by the Appropriate Administrative Authority. As an independent contractor, Contractor is entitled only to the payments pursuant to this Provision 2 and, under no circumstances, shall Contractor be entitled to any additional or premium payments, whether referred to as overtime pay, holiday pay, sick pay, vacation pay or the like. Contractor is permitted to determine the days (or portions thereof) when Contractor shall be available for work under this Agreement at their sole discretion and shall not be required to give advance notice of an absence.

3. Contractor's Requirements and Responsibilities – Scope of Services

a. Requirements

Pursuant to all terms and conditions of this Agreement:

- (i) Contractor must possess a high school diploma or equivalent;
- (ii) Contractor must possess an active AOPC Interpreter certification throughout the term of this Agreement. Contractor must also be compliant with any/all AOPC interpreter program requirements throughout the term of this Agreement. Failure to do so may result in termination of services, or other necessary actions, as determined by the Court pursuant to the terms herein;
- (iii) All services required hereunder will be performed by Contractor who shall be authorized and/or permitted under State and local laws to perform such services;
- (iv) No member of the Court and no other officer, employee, or agent of the Court, who exercises any functions or responsibilities in connection with carrying out this Agreement, shall have any personal interest, direct or indirect, in this Agreement;
- (v) The Court shall have the right to reject the Contractor if, in the Court's judgment, qualifications do not meet the standards established by the Court as necessary for the performance of services. In considering qualifications, the Court will act in good faith and not unreasonably;
- (vi) The parties agree that the provision of services to the Court by Consultant is not an exclusive arrangement and that Consultant may be engaged or employed in other businesses, trades, professions or other activities; provided, however, that such other activities do not create a conflict of interest with the Court.

b. Responsibilities

As directed by the Court, Contractor's duties shall include, but may not be limited to, the following:

- (i) Interpret Court of Law and/or other related official segments of judicial procedures using spoken dialogue. Notwithstanding familiarity with the Court's courtroom procedures, practices and policies, Contractor's work requires extreme accuracy in interpreting proceedings. In addition, considerable knowledge of the English language, Any/all assignments to a courtroom, program or a particular judge are at the discretion of the Court;
- (ii) Consultant understands and agrees that certification must be actively maintained with the Administrative Office of Pennsylvania Courts throughout the term of this agreement. Failure to do so may result in termination of services, or other necessary action, as determined by the Court pursuant to the terms herein.

4. Court's Responsibilities

The Court shall not control the manner or means by which you carry out the services provided for in Provision 2 of this Agreement. During the term of this Agreement, the Court will provide Consultant with office space, applicable equipment, secretarial services and supplies as needed to permit Consultant to perform the services listed above. All other expenses related to Consultant's duties shall be paid for by the Consultant, including, but not limited to, the costs of all licenses, permits, bar admissions or renewals, and professional education (regardless of whether required as a condition of continued qualification).

5. Assignment

The rights and duties under this Agreement are not assignable by either party without the express written consent of the other party.

6. Independent Contractor Status

Contractor is acting independently, not as an agent or employee of the Court. Any or all claims that may arise under the Worker's Compensation Act while Contractor completes any work under or associated with this Agreement, and any and all claims made by a third party as a consequence of any act or omission on the part of Contractor while performing any work under or associated with this Agreement shall be the sole obligation and responsibility of Contractor. This Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between you and the Court for any purpose. Contractor has no authority (or hold themselves as having any such authority) to bind the Court nor shall Contractor, at any time, make any arrangements, agreements, or representations on the Court's behalf.

7. **Court and Consultant Not Obligated to Third Parties**

The Court shall not be obligated or liable hereunder to any party other than the Contractor. Contractor shall not be obligated or liable hereunder to any party other than the Court. Any persons employed or engaged by Contractor in connection with the performance of services under this Agreement shall be Contractor's employees or contractors and Contractor shall be fully responsible for them and indemnify the Court against any claims made by or on behalf of such persons.

8. **Tax Liability**

As an independent contractor, Contractor is solely responsible for reporting, filing and taking all required measures to pay the appropriate United States, Pennsylvania and City of Philadelphia business, income and employment taxes attributable to the amounts paid to him by the Court under this Agreement.

9. **Termination**

The Court may terminate this Agreement any time, with cause, by providing Consultant written notice of the Court's intent to terminate and the date on which termination becomes effective. Either you or the Court may terminate this Agreement, without cause, upon fifteen (15) days' notice to the other party by providing written notice of the terminating party's intention to terminate the Agreement and the date on which Consultant's termination becomes effective. In the event of such termination, Consultant will be compensated for all service rendered prior to the termination date. In no event shall Consultant be paid for loss of anticipated profits.

10. **Nondiscrimination**

Contractor shall not discriminate nor permit discrimination against any person because of race, color, age, sex, sexual preference, disability, religion or national origin. In the event of such discrimination, the Court may terminate Contractor forthwith.

11. **Governing Law**

The Laws of the State of Pennsylvania shall govern the validity, construction, interpretation, and effect of this Agreement.

12. **Compliance with Laws**

Contractor is duly licensed, qualified and in good standing in the Commonwealth of Pennsylvania for all matters relating to the performance of services under this Agreement. This Agreement is the legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms and Contractor shall be required to comply with all federal, state and local laws applicable to its work. Contractor possesses, and at all times during the term of this Agreement shall possess, all licenses, certifications, qualifications or other credentials required in connection with applicable law and the terms of the Agreement to perform the services hereunder. Contractor shall provide the Court with copies of all licenses, credentials and certifications required under this Agreement within five (5) business days following a request, in writing, by the Court. Neither Contractor nor any individual acting on Contractor's behalf are under suspension or

debarment from doing business with the Court, the Commonwealth of Pennsylvania or the City of Philadelphia or any Department, agency or political subdivision of the foregoing.

13. Confidentiality

Consultant shall not disclose to others any confidential information gained by virtue of this contract. On the termination date, as detailed in Provision 9 of this Agreement), Consultant shall deliver to the Court all hardware, software, and other materials provided for your use by the Court, all tangible documents and other materials (and all copies) containing, reflecting, incorporating or based upon any confidential information obtained by virtue of the services provided under this Agreement and permanently erase all confidential information obtained by virtue of the services provided under this Agreement from your computer systems or other electronic storage facilities or services.

14. Public Disclosure

As a general rule, the Court does not disclose any personally or professionally identifiable information collected or obtained through normal Court business practices and/or procedures except where permission has been obtained or where the information is classified as public information under the State of Pennsylvania's Right to Know Act (65 P.S., § 67.101 et seq.), Pennsylvania's General Assembly's Act 3 of 2008, or any other applicable laws. All participating Parties should be aware that information collected or obtained by the Court may be subject to examination and inspection if such information is a public record and not otherwise protected from disclosure. Furthermore, no public agency, official, employee, and/or custodian shall be liable, nor shall a cause of action exist, for any loss or damage based upon the release of a public record if the public agency, official, employee, and/or custodian acted in good faith in attempting to comply with the provisions of said Acts and/or applicable laws.

15. Modification

This Agreement constitutes the final, integrated expression of the Agreement between the Court and Contractor. No amendments or changes may be made to the terms and conditions of this Agreement without the mutual written consent of the parties.

In Witness Whereof, the Court and Contractor have executed this Agreement as of the date memorialized below and intending to be bound hereby,

Contractor:

First Judicial District of Pennsylvania:

(Name)

Date

Date