

## ***SECTION C – STATEMENT OF WORK***

### **C.1 Scope**

The Executive Office for Immigration Review (EOIR) requires language interpreter services to augment its in-house staff. These services are required for immigration court proceedings on an as needed basis throughout the fifty United States, the District of Columbia, and U.S. territories including, but not limited to, the Commonwealth of Puerto Rico, the Virgin Islands, and Guam. This contract is available to all Department of Justice components.

### **C.2 Background**

(a) EOIR was created on January 9, 1983, through an internal Department of Justice reorganization. EOIR administers and interprets Federal immigration laws and regulations through the conduct of immigration court proceedings, appellate reviews, and administrative hearings in individual cases. EOIR carries out these responsibilities through its three main components:

- (1) The Office of the Chief Immigration Judge (OCIJ), which oversees all the Immigration Courts and their proceedings;
- (2) The Board of Immigration Appeals (BIA), which hears appeals of decisions made in individual cases by Immigration Judges, Department of Homeland Security (DHS) District Directors, or other immigration officials; and,
- (3) The Office of the Chief Administrative Hearing Officer (OCAHO), which resolves cases concerning employer sanctions, document fraud, and immigration-related employment discrimination.

(b) OCIJ provides overall program direction, articulates policies and procedures, and establishes priorities for the Immigration Court. As of April, 2008, there are more than 250 Immigration Judges, located in 57 Immigration Courts; these numbers are subject to change. These Courts are located in federal buildings, private buildings, Institutional Hearing Program (IHP) facilities, including, but not limited to, correctional institutions and detention centers. Judges conduct hearings in these Courts to resolve various immigration matters. The Courts vary in size, from one to twenty-nine judges, depending on the caseload. Approximately 280,000 immigration matters are heard annually.

(c) The majority of hearings are removal proceedings. There are generally two stages in the hearing process: master calendar and individual merits hearings. In a master calendar hearing, the judge explains the purpose of the proceeding and the respondent's rights; individual hearings are to hear the merits of the case. Generally, the length of an individual merits hearing ranges from one hour to three hours. The Judge hears testimony from the respondent and witnesses for each party, many of whom are cross-examined. The hearings are recorded on cassette tapes or by a digital audio recorder and become part of the official Record of Proceeding (ROP). The number of individual merits hearings per day

varies, but the average is about three hearings per Judge. Immigration hearings are conducted in the English language with EOIR providing either staff or contract interpreters as needed.

(d) EOIR currently has 104 staff interpreter positions (primarily Spanish). EOIR relies on contract interpreter services to augment the in-house staff and to provide interpreters for matters involving other languages. General oversight of both the in-house interpreter program and the contract interpreter program is provided by the Chief of the Language Services Unit (LSU) within OCIJ.

(e) The importance of having a contract interpreter in place and ready to begin at the scheduled time is considered to be of the essence. Delay or cancellation of a proceeding because of the unavailability of a contract interpreter is a major disruption to court operations and a costly occurrence.

### **C.3 Statement of Work**

#### **C.3.1 Languages**

(a) Interpretation languages are grouped into three (3) categories. The first category is “Spanish,” the second is “Common Languages,” and the third category is “Uncommon Languages.” Attachment (3) delineates which languages fall under the “Common” and “Uncommon” categories during the base period of performance. The totals are for informational purposes only and should not be construed to predict future ordering patterns or to be a guaranteed number of orders.

(b) At the beginning of each option period (see paragraph F.2), the Contractor will be provided with a new listing of Common and Uncommon Languages for the contract requirements. Uncommon Languages that have been ordered 500 times or more during the previous contract period will be moved from the “Uncommon” category to the “Common” category. The fact that a language moves from “Uncommon” to “Common” does not mean there will be at least 500 orders for that language in the next option period. EOIR will run a report at the beginning of each option period showing the previous year’s breakout of language usage, which EOIR will use to determine the language placements for the new option period. The new listing of Common and Uncommon languages will be incorporated into the contract via a contract modification.

(c) The Contractor shall provide on-site interpreters for any language requested, regardless of category or it being a new language. If the language is not already listed in a category, it will be included in the uncommon category for the current contract period.

#### **C.3.2 Hearing Locations**

(a) A printout of all hearing locations by “base city” and “region,” which includes all locations where hearings are held, is included as Attachment (4). The Contractor shall provide a sufficient number of interpreters in all languages and dialects as ordered for any required hearing location, including, but not limited to, locations shown in Attachments (4) and (5). If, within any three month period, the Contractor is assessed liquidated damages (see F.7.2) for a no-show two times for a particular language and location, the Government has the right to make a written determination that the Contractor is deficient in the specific language at that location. Upon such written determination, the Contractor shall provide written monthly status reports to the COTR addressing the Contractor’s efforts to recruit and train additional

interpreters for that language and location. These languages will be deemed high priority recruitment languages by the Government and must receive enhanced attention by the Contractor.

(b) Interpreters may be required at any number of locations concurrently. The Government does not guarantee that interpreters will be required for all locations. Interpreters may be required for multiple hearings or required to work with more than one immigration judge. The interpreter must remain at the hearing location until dismissed by the Government.

(c) Failure to provide an interpreter for any order will result in the assessment of liquidated damages, except as specified in paragraph F.7.2. A written, electronic Suspension of Search (SOS) notice must be submitted to the COTR in advance of the order delivery start time for every order that the Contractor knows that an interpreter will not be available, detailing the circumstances for the unavailability of an interpreter. Same day SOS notices must be called in to the COTR in addition to being sent electronically. For all no-show orders where the Contractor had no prior knowledge as to the unavailability of an interpreter, the Contractor shall provide, immediately upon being informed of the no-show, a detailed explanation for the failure to provide an interpreter to the COTR. This notification shall be submitted to the COTR via electronic transmission; in the case of no-shows for same day hearings, a telephone call shall be followed by an electronic notification to the COTR. The Contractor may request a waiver of liquidated damages if an interpreter fails to appear and the failure to appear results from causes beyond the control and without the fault or negligence of the Contractor as set forth in paragraph F.7.2(d). Repeated failures to provide interpreters may subject the Contractor to the default provisions of this contract.

### **C.3.3 Scheduled Telephonic Interpretation**

(a) The Contractor shall provide scheduled telephonic interpretation services when requested by the Government at the applicable per hour rate.

(b) Telephonic interpreters must be prepared to begin at the scheduled order start time. If after one hour from the scheduled order start time the Government has not contacted the telephonic interpreter, the interpreter is released and the Contractor will be paid for one hour.

(c) The Contractor shall provide telephonic interpreters with the same qualifications as the on-site interpreters and provide the Government with the interpreter's telephone number or a toll-free access telephone number. Telephonic interpreters may be required at any number of locations concurrently. The Government will use Government telephone lines to contact the interpreter when they are required for the hearing. The Contractor shall ensure telephonic interpreters use a land-line based telephone connection (i.e., no cellular or wireless telephones), free of any background noise.

### **C.3.4 Interpreter Qualifications**

The Contractor shall provide qualified, professional, experienced interpreters who possess a high level of interpretation skills and proficiency in both the English language and the non-English speaker's language in order to interpret the speaker's meaning completely and accurately. Specifically, interpreters employed by the Contractor must be:

(a) United States citizens or lawfully admitted into the United States for permanent residence. The Contractor may request from the Government a waiver of this requirement on a case-by-case basis for languages for which a qualified interpreter who is either a United States citizen or a lawful permanent resident cannot be located. At least ten (10) business days prior to providing an interpreter who is neither a United States citizen nor a lawful permanent resident, the Contractor must submit to the Government for review and approval the request for waiver and documentation demonstrating that this interpreter has work authorization or other permission of the Government to work in the United States. The Government will provide approval in writing via email.

(b) Either certified or have one year of experience interpreting in a judicial environment. Federal, State or the National Association of Judiciary Interpreters and Translators (NAJIT) Judiciary Interpreters and Translators Certification Examination (JITCE) certification will be accepted. The contractor may request a waiver of this requirement on an individual interpreter basis.

(c) Knowledgeable of both English and the foreign language vocabularies typically used in formal, consultative, and casual modes of communication in justice system contexts, including colloquial slang, idiosyncratic slang, and regionalism.

(d) Knowledgeable of specialized vocabulary (terminology) in both English and the foreign language related to legal and criminal justice system terminology and immigration procedures, particularly with regard to terminology typically used in Immigration Court hearings.

(e) Knowledgeable of the Code of Professional Responsibility for interpreters and protocol of court interpreting, as indicated by having each interpreter sign a copy of the Code of Professional Responsibility and Guidelines for Contract Interpreters (Attachments (6) and (7), respectively).

(f) Able to speak English and the foreign language fluently, including high to low levels of language register, regional colloquialisms and slang expressions, and do so with clear and intelligible pronunciation.

(g) Able to perform simultaneous, consecutive, and sight translation in a manner that is factually and conceptually accurate without changes, omissions, or additions. For specific languages that, as a result of their grammatical structure, simultaneous interpretation is not feasible, the Contractor shall submit a written waiver request, via email, of the requirement for simultaneous interpretation with the appropriate justification for each such language. The request shall be submitted as soon as the order is received. The Government will respond in writing via e-mail.

(h) Able to preserve the tone and emotional level of the speaker, as well as manage the delivery, speed and length of the statement (projection, pace and pausing) of the speaker.

(i) Able to maintain appropriate speed and projection while rendering interpretation, and request and incorporate clarification of speaker's statements only when justified.

### **C.3.5 Quality Controls**

(a) All work performed under this contract shall be performed in accordance with the standards provided in Section C and all associated attachments to this contract. To ensure all services conform to contract specifications, the Contractor shall implement quality control procedures for all tasks as delineated in the Quality Assurance Plan originally submitted in its proposal. The Contractor shall maintain and update its Quality Assurance Plan as necessary; however, any changes to the plan must be approved by the Government before being implemented.

(b) For quality control purposes, the Government may verify the qualifications of any interpreter.

(c) The Contractor's Quality Assurance Plan shall, at a minimum, address the following:

- (1) Maintenance of a Master File for each interpreter. The Master File shall be kept in electronic format (i.e., scanned documents). The Master File is a critical factor within the overall Quality Assurance Plan and must contain at a minimum the following information for each interpreter: interpreter's DOJ security screening documentation; resume; copy of the interpreter's court Federal, State or JITCE interpreter certification (if applicable); signed Code of Professional Responsibility statement; signed Guidelines for Contract Interpreters statement; interpreter evaluation report (see C.3.6.1(e) below); written evaluation of any hearing recording reviewed at the Government's request; and work authorization documentation. The Contractor shall provide access to any interpreter's Master File and/or a copy of the interpreter's Master File to the Government within two (2) working days after the Government's request (for example, if the Government's request is made on Friday, March 6, 2009, the Master File must be made available by Tuesday, March 10, 2009). EOIR will either review the documentation at the Contractor's site or direct the Contractor to forward a copy of the documentation to EOIR.
- (2) An Interpreter Qualifications Matrix listing all interpreters used by the Contractor in meeting the requirements of this contract (see Attachment (8) for instructions on how to compile the Matrix). The Contractor shall update the Interpreter Qualifications Matrix on a quarterly basis and provide it to the Government in electronic format.

### **C.3.6 Interpreter Evaluations**

#### **C.3.6.1 Interpreter Proficiency/Skills Evaluation**

(a) To ensure each interpreter's proficiency in his/her respective interpretation language(s) and

the English language, and to ensure that the interpreter possesses adequate interpretation skills, the Contractor shall perform an ongoing interpreter evaluation process pursuant to the Interpreter Evaluation Plan originally submitted in its proposal. Any changes to the plan after contract award must be approved by the Government before being implemented.

(b) An evaluation of each interpreter must be conducted by a qualified interpreter evaluator and approval given by the Contractor prior to an interpreter interpreting for the Immigration Court. All expenses incurred in the development and administration of an interpreter's evaluation shall be assumed by the Contractor. The Contractor shall keep an up-to-date list of qualified interpreter evaluators, with specific qualification for each evaluator, on file and shall provide a copy of the list to the Government within two (2) working days after the Government's request (for example, if the Government's request is made on Friday, March 6, 2009, the list must be made available by Tuesday, March 10, 2009).

(c) The interpreter evaluation process must include a detailed and specific evaluation of language proficiency for English and each respective foreign language the interpreter interprets, and the interpreter's interpretation skills in consecutive, simultaneous and sight translation.

(d) The evaluation process methodology should include, at a minimum, such factors as structured performance interviews, language examinations, skills and abilities tests, performance evaluations, or any combination thereof, and must be documented according to each specific language in the Interpreter Evaluation Plan.

(e) The interpreter evaluation process shall include a written evaluation report detailing the results of each interpreter's evaluation, be maintained in each interpreter's Master File, and be made available for review by the Government within two (2) working days after the Government's request.

#### **C.3.6.2 Evaluation of Interpreter's First Assignment**

(a) The Contractor shall evaluate a new interpreter's first substantive assignment at the Immigration Court. The Government will furnish to the Contractor a copy of the recording, either in electronic file format, a cassette tape, or a compact disk. The Contractor must obtain, at its own expense, the equipment necessary to play back the recording. The Government may select a later assignment if there is not sufficient interpretation during the first assignment to provide a thorough evaluation of the interpreter's language proficiency and interpreting skills.

(b) The Contractor shall provide electronic notification to the Government of a new interpreter's first assignment at least five (5) business days prior to the order delivery date, or subsequent assignment if the first assignment was deemed to provide insufficient amount of interpretation, as determined by the Government.

(c) A qualified interpreter evaluator shall perform a detailed written evaluation of the new interpreter's language proficiency and interpretation skills at the actual EOIR hearing pursuant to the Interpreter Evaluation Plan submitted in the Contractor's proposal. The Contractor shall complete and furnish the written evaluation to the Government within ten (10) working days after the Contractor's receipt of the recording. The written evaluation must include at a minimum a detailed evaluation of the interpreter's language proficiency, interpreting skills and ability, and a detailed error analysis with

information on the impact or change in meaning or completeness of the interpretation resulting from the errors. Upon completion, the written evaluation must be immediately forwarded to the Government and a copy of the written evaluation must be kept in the interpreter's Master File. The Contractor shall properly dispose of the recording file, cassette tape, or compact disk. If the qualified interpreter evaluator rates the performance as substandard, the new interpreter shall not be used in subsequent hearings, unless reinstatement is granted by the Government. The Contractor shall keep a current list of qualified interpreter evaluators, with the specific qualifications for each evaluator, on file and must provide a copy of the list to the Government within two (2) working days after the Government's request.

### **C.3.6.3 Subsequent Evaluation of Interpreters**

(a) Upon request by the Government, the Contractor shall have a qualified interpreter evaluator evaluate the recording of any hearing interpreted by the Contractor's interpreter, pursuant to the Interpreter Evaluation Plan originally submitted in its pre-award proposal. The Contractor must keep a current list of qualified interpreter evaluators, with specific qualification for each evaluator, on file and must provide a copy of the list to the Government within two working days after the Government's request.

(b) The evaluator shall complete and furnish to the Government a detailed written evaluation of the interpreter's language proficiency and interpretation skills of the actual hearing identified by the Government within ten (10) working days after the Contractor's receipt of the recording. The written evaluation shall include, at a minimum, a detailed evaluation of the interpreter's language proficiency, interpreting skills and ability, and a detailed error analysis with information on the impact or change in meaning or completeness of the interpretation resulting from the errors. Upon completion, the Contractor shall immediately forward the written evaluation to the Government. A copy of the written evaluation must be kept in the interpreter's Master File. The Contractor shall properly dispose of the recording file, cassette tape, or compact disk.

(c) The Government may also have an independent, third party evaluation conducted of any contract interpreter and the related hearing. The Contractor shall fully cooperate with any such third party evaluation. In either situation, if the interpreter's skills are judged substandard, the Contractor shall not use the interpreter in future hearings, unless reinstatement is granted by the Government in writing via email.

### **C.3.7 Interpreter Disqualifications**

The Government reserves the right to refuse the use of an individual interpreter provided by the Contractor due to poor performance, inappropriate hygiene/appearance/conduct, security concerns, or any other reason based on a failure to satisfy the requirements of the contract (see Section F.7.2). Such a refusal is deemed a disqualification of the interpreter. Once the Contractor is notified that a particular interpreter has been disqualified, the Contractor shall not use such interpreter in any hearings, unless reinstatement is granted by the COTR or designee. The Contractor shall submit written Reinstatement requests and shall include detailed information on the specific actions taken by the Contractor that justify reinstatement, such as confirmation of training, counseling, additional interpreting skills and language proficiency evaluations, ethics training, etc. Disqualifications based on a failure to satisfy specific requirements of this contract will result in liquidated damages being assessed. There may be an occasion

when an interpreter cannot be used for a specific order after the interpreter appears in court, but not as a result of a disqualification (for example, as a result of a conflict of interest issue; the respondent speaks a language other than the one ordered; the court has to evacuate the building, etc). In these instances it is likely, though not always the case (see exceptions under paragraph F.6.2), that the Government will pay the one hour minimum for on-site interpreters.

### **C.3.8 EOIR Hearing Process**

The Contractor shall ensure that any interpreter sent to an EOIR hearing has a sufficient understanding of the EOIR hearing process, terminology and procedures, and arrives prepared to proceed. The Contractor shall maintain in each interpreter's Master File a checklist, signed by the interpreter, that indicates that each of the following have been received and/or completed, where indicated:

(a) A copy of EOIR's Immigration Court Interpreter Handbook, and all subsequent revisions, provided at the Contractor's expense. The Government will provide the Contractor with one copy of the Handbook and any subsequent revisions. The Contractor shall make sufficient copies of the Handbook, at its expense, and shall provide the Handbook to all interpreters.

(b) A copy of the Immigration Court Terminology list in English and the interpreter's respective language(s) (see Attachment (9)). The Contractor shall update the lists as required by the Government to reflect changes in the law and the addition of new terms and phrases. Each interpreter must bring his/her lists to all hearings as a resource. The Contractor shall provide the Terminology list to all interpreters.

(c) Attend Immigration Court proceedings (one Master Calendar Hearing and one Individual Hearing) and view the Immigration Court orientation video at the Contractor's expense. The Government will provide one copy of the video to the Contractor. All copies of the video and the time required to review it, as well as the time required for the in-person observation, shall be provided at the Contractor's expense.

(d) The Immigration Court Operating Guidelines for Contract Interpreters (see Attachment (7)). The Contractor shall ensure all of its interpreters read and sign the Operating Guidelines. The original of the Operating Guidelines must be kept in each interpreter's Master File and be made available for review by the Government within two (2) working days after the Government's request. The Contractor shall reproduce and distribute the Operating Guidelines at its own expense.

### **C.3.9 Resource Materials**

The Contractor shall ensure all of its interpreters have relevant language resource materials available, including English language/foreign language conversion dictionaries, monolingual dictionaries, legal dictionaries, etc. The interpreters must bring, at a minimum, one bilingual (English and respective foreign language) conversion dictionary to any hearing in which they interpret for languages where the conversion dictionary is available. The Contractor shall notify the Government of languages for which the conversion dictionaries do not exist. The Contractor shall provide the above items to its interpreters at



its own expense.

### **C.3.10 Code of Professional Responsibility**

The Contractor shall reproduce and distribute to its interpreters, at the Contractor's expense, the Code of Professional Responsibility Statement (Attachment (6)). The Contractor shall ensure all of its interpreters read and sign the Code of Professional Responsibility Statement. The Contractor shall keep the original of the Code of Professional Responsibility Statement in the interpreter's Master File and make it available for review by the Government within two (2) working days after the Government's request.

### **C.3.11 Administrative Requirements**

(a) Interpreters shall have a Contractor issued photo identification and their Certification of Interpretation (COI) for all assignments for which they interpret. The Contractor shall provide each interpreter with employee photo identification pursuant to the sample of the interpreter photo identification submitted with the Contractor's proposal.

(b) Some hearing locations require personal information, i.e. Social Security Number, etc., ten (10) full working days in advance of the order to ensure that the interpreter will be given access to the hearing facility. This information will be provided to the hearing location by the Government. The Contractor shall provide this information to the Government within two (2) working days after the Government's request. If the order is placed within two working days of the hearing, the Contractor shall provide this information by close of business the next working day or two hours prior to the order delivery start time, whichever is earlier. Failure to provide the information within two working days will result in the assessment of payment deductions as specified in Section F.7.1. A failure on the part of the Contractor to gain access to the hearing will result in no-show liquidated damages.

(c) Interpreters shall be in place and ready to begin precisely at the time specified in the order. Work hours vary for each location. Hearings are normally scheduled between the hours of 7:30 a.m. and 5:30 p.m., local hearing location time, Monday through Friday, excluding Government holidays. Federal Government holidays are the only holidays recognized by the Government under this contract. If the case is not adjourned for lunch, the interpreter shall remain until released and will be paid for all time worked, not to exceed the applicable per day rate. If the case is adjourned until later in the day, the interpreter may be given time for lunch not to exceed two hours, and will be paid for any additional time beyond the two hour lunch break, not to exceed the applicable per day rate. Lunch breaks will not be paid for by the Government and are not guaranteed to be available.

(d) The Contractor's designated point of contact for receipt of orders and order administration personnel shall be available from 8:00 a.m. - 8:00 p.m. Eastern Time, Monday through Friday, except for Government holidays. In addition, the Contractor shall make available to the COTR or designee contract interpreter usage information and reports via a secured Contractor internet website. Information shall be updated no less than daily and should be in report format and made available for both downloading in Excel format and viewable as an html format internet web page.

(e) To ensure open and reliable communications between the Government and the Contractor, the Contractor shall have adequate dedicated telephone lines, facsimile machines and access to the Internet for the purpose of transmitting and receiving interpreter orders. The Contractor shall be available for weekly meetings with the Government, as needed. The Contractor personnel to attend the meetings will be the Program Manager and/or other key personnel deemed necessary by the Government. All costs incurred by the Contractor related to any meetings are the responsibility of the Contractor.

### **C.3.12 Certificate of Interpretation**

(a) The Government will document each order on a Certificate of Interpretation (COI) (see Attachment (10)). The COI will be used to certify that an interpretation was provided for each order and for billing purposes.

(b) The Contractor shall distribute COIs to its interpreters. Interpreters shall bring a completed COI with them for each order. Prior to the interpretation services being rendered, the interpreter shall sign the top section of the COI. The Government will review and sign the bottom section of the COI approving the number of hours of service performed.

(c) The COI shall contain the information found in the sample provided in Attachment (10) and shall be completed in triplicate, using carbonless paper. The original of each COI will be retained by the Government. The remaining two copies shall be retained by the interpreter (one copy for the interpreter and one copy to be forwarded to the Contractor).

(d) COI's will be the primary documentation used by the Government in reconciliation and certification of Contractor invoices. The cost to reproduce and distribute the COI shall be the responsibility of the Contractor.

(e) In addition to the COI, the Government will utilize a Contract Interpreter Performance (CIP) form (see Attachment (11)) to note and make comments on various aspects of the interpreter's performance or compliance with the contract's requirements. The Government will submit requests for further review and action to the Contractor.

(f) Upon arrival at the hearing site, all interpreters shall have their COI date stamped by the Government as verification of arrival time. The interpreter's departure time will be hand written on the COI by the Government. This procedure applies for all hearing locations except those in locations where there is no date stamp; for these locations the interpreter must have the Government manually annotate their arrival and departure times on the COI. The interpreter shall utilize the Government's Contract Interpreter Log to comply with sign in/sign out procedures (Attachment (7)).

(g) All new interpreters shall indicate on their first COI that this is their first Immigration Court assignment, and shall identify themselves as a first time interpreter to the Immigration Court staff upon arrival.

### **C.3.13 Contract Phase-In**

The continuing provision of language interpreter services covered under this solicitation is essential to continuity of the program. Therefore, it is critical that the transition from the current

operation to a new contract be accomplished in a well planned, orderly and efficient manner. The Contractor shall be responsible for the phase-in of Contractor personnel and the assumption of ongoing tasks in accordance with the Government phase-in schedule (see Section B.1(c)). Phase-in activities will include, but not be limited to, placement of any necessary subcontracts, mobilization of staff and other resources, obtaining of necessary clearances, execution of the Confidentiality Agreement included as Attachment (12), and any other activities required to put the Contractor in a position to accept and perform requirements for language interpreter services. Certain current staff of the incumbent contractor will be available during this period to provide administrative and technical orientation to new Contractor personnel, familiarize the Contractor with required services, and provide other guidance and assistance as mutually determined by the Government and the Contractor.

#### **C.3.14 Contract Phase-Out**

At the conclusion of the contract, the functions performed under this contract may convert to an in-house Government operation or may be awarded through another contract. In either case, the Contractor may be required to assist in the phase-out of this contract. The price and terms of the assistance required will be negotiated as a separately priced task order.