

C.1 INTRODUCTION

C.1.1 The Drug Enforcement Administration (DEA) has a requirement to obtain the services of a qualified Contractor to perform language-related services including monitoring, interpretation, translation and transcription services. The Contractor shall provide all management, supervision and personnel to perform these services, which will be provided on an as-needed basis and will support the efforts of the DEA. Services shall be performed in each District and Regional Office under their respective Field Divisions.

C.1.2 The personnel security access level for this contract is DEA SENSITIVE. U. S. citizenship, by birth or naturalization, or permanent resident alien status is required. Detailed personnel security requirements and the documentation required to obtain approval for access to DEA SENSITIVE information, material, work sites, and any other facilities are provided in the Section H clause entitled “DEA-2852.204-84 Public Trust Positions.” This information is also available at www.dea.gov. Click on Acquisition & Contracts; click on Policies; and click on clause DEA-2852.204.83.

C.2 BACKGROUND

The mission of the DEA is to enforce the laws and regulations governing controlled substances and to bring to the criminal and civil justice system those individuals and organizations involved in the growing, manufacture or distribution of controlled substances appearing in or destined for illicit traffic in the United States. While technology plays a major role in the DEA’s efforts, much of its success is increasingly dependent upon rapid and meticulous understanding of foreign languages used in conversations by speakers of languages other than English and in the translation, transcription and preparation of written documents. One way of meeting this mission is through telephonic monitoring of court ordered nonconsensual intercepts (Pub. L.91-513 Title III), consensual listening devices and other media, and the subsequent transcription of recorded material and translation of written documents.

C.3 SCOPE

C.3.1 Time Requirements for Performance

Services required under this contract must be performed within stringent time constraints. The Contractor will be allowed a maximum of seventy-two (72) hours (three calendar days) from the receipt of an executed task order to provide the initial personnel for languages listed at Section J, Exhibit J-E-2 for the commencement of Title III operations. When the government requires additional staffing indicated by modification to the task order, the Contractor shall provide such staffing within forty-eight (48) (two calendar days) hours of the receipt of an executed modification to the order. **NOTE:** The Contractor will have fifteen (15) calendar days to meet the requirement should the government exercise its authority to order a language from the list of languages “Foreign Language Requirements” at Section J, Exhibit J-E-2.

C.3.2 Hours of Performance

The Contractor shall be prepared to provide Linguists for intercept activities 24 hours per day, seven (7) days per week. Generally, Linguists will be required during three (3) shifts, each eight and one-half (8 1/2) hours, per day. The beginning time for each shift will vary depending upon investigative requirements. Contractor personnel are entitled to one (1) 30 minute meal period and two (2) fifteen minute breaks in an eight and one-half hour shift.

C.3.3 Source Data

The source data shall be translated from various foreign languages to English. Native or near native capability in the foreign language and an excellent command of the English language are required. NOTE: The source data may be poor quality and cannot be enhanced, thereby making it difficult to hear what is being said. There may be loud background noises such as television, radio or motor traffic.

C.3.4 Languages

The Contractor shall provide Linguists fluent in languages ordered. All Linguists shall be fluent in English. Under this contract, the government will require, at a minimum, Linguists be fluent in languages specified in "Required Languages" at Section J, Exhibit J-E-5. At times, during the life of the contract, the Government may also require Linguists fluent in languages other than the languages specified in Exhibit J-E-5. NOTE: See "Foreign Language Requirements" at Section J, Exhibit J-E-2, which sets forth a comprehensive, though not exhaustive, list of languages the Government could require.

C.3.4.1 Language Proficiency

Language proficiency testing in the source language(s) and English is required for all levels of linguists in the four basic communications skills (listening, reading, writing, and speaking). Evidence of language proficiency testing with acceptable results from an organization listed herein (below) is required to be submitted to the Field Division Task Monitor for all linguists prior to assignment to a DEA contract. Testing shall have occurred no more than five years in the past. In-house testing by companies that provide linguistics services will not be accepted. DEA will not reimburse fees charged for language proficiency testing and/or costs associated with state certification, e.g., training and travel.

The minimum acceptable language proficiency standards are as follows:

By U.S. Government Agencies: Members of the Interagency Language Roundtable (Department of State/Foreign Service Institute; Department of Defense/Defense Language Institute; Department of Justice/Federal Bureau of Investigation; Peace Corps; United Nations) provide written and oral proficiency tests in a variety of languages. A

proficiency rating of 3 or above in speaking, listening, reading, writing, and congruity judgment in the foreign language and a proficiency rating of 3 or above in speaking, listening, reading, writing, and congruity judgment in English is required.

By the Federal Court Interpreters Certification Program: Certification as a Court Interpreter by the Administrative Office of the U.S. Courts is acceptable. This certification is provided only for Spanish to/from English, Navajo to/from English, and Haitian Creole to/from English.

By the State Courts: Certification or inclusion on the Registry of Tested Interpreters by any of the members of the Consortium for State Court Interpreter Certification is acceptable proof of language proficiency: A current list of member States is available at www.ncsconline.org/D_research/index.html; click on “Court Interpretation”; click on “Consortium for Language Access in the Courts”; and click on “Which states belong to the consortium?” The languages that are certified or tested vary depending on each State's requirements.

NOTE: Although successful test results and certification by the Federal and State court systems are acceptable as proof of language proficiency, certified or qualified court interpreters are not required on this contract unless a certified or qualified court interpreter(s) is the subject of a Task Order. Any certified/qualified court interpreters that are assigned to other linguistic duties on this contract will be paid at the rate for the labor category to which assigned; e.g., although a Shift Supervisor for the Spanish language possesses certification by the Administrative Office for the U.S. Courts to perform as a court interpreter, he/she will be paid at that Shift Supervisor rate when performing those duties on this contract.

By Private Language Testing Institutions: A = Advanced, S = Superior, or H = High skill levels in speaking, listening, reading, and writing in the source language and speaking, listening, reading, and writing in English are acceptable. Low, novice, and intermediate skill levels of proficiency will not be accepted.

Other acceptable providers of language proficiency testing include the following professional interpreter associations: (The list is provided for informational purposes only and does not constitute DEA's endorsement of any of the associations.)

American Translators Association (ATA)
American Counsel of Teachers of Foreign Languages (ACTFL)
Bay Area Court Interpreters
California Court Interpreters Association
California Federation of Interpreters, Inc.
Educational Testing Services (ETS)
National Association of Judiciary Interpreters & Translators
Northern California Translators Association
Southern California Translators Association
Translators and Interpreters Guild

Language proficiency testing by colleges, universities, and additional institutions/associations may be accepted based upon DEA's verification of an entity's credentials to conduct such tests.

C.3.4.2 Language Proficiency Waivers

DEA reserves the right to waive the above language proficiency certification requirement if it is determined to be in the best interest of the Government. In each case, a waiver request shall be submitted by the Contractor to the Task Monitor along with a justification for the proposed waiver. The waiver request will be reviewed and concurred on by the Task Monitor and COTR and shall be forwarded to the Contracting Officer for written approval. The Contracting Officer may delegate this approval authority to the Task Monitor. If the waiver is granted, the linguist is authorized to perform under that task order in accordance with the labor category qualification requirements specified in Section C.4 and C.6 of this contract. A waiver must be approved in writing and will be valid for a period of six (6) months, during which time the linguist must obtain written proof of proficiency at an acceptable level.

C.3.4.3 Availability by Language and Location

It is anticipated that the DEA will have a variety of language requirements for Regional Linguist Services support in the various locations identified in this contract. Previously utilized and anticipated language requirements by location have been detailed in this contract in Section B and in "Required Languages" at Section J, Exhibit J-E-5.

The Contractor shall develop and plan for providing the estimated number of personnel, on an as needed basis during the term of the contract, for each of the languages and locations identified in Exhibit J-E-5. This plan and the provision of services may include subcontracting agreements, teaming arrangements and/or initiatives to provide personnel in the local commuting area. These specific requirements have been identified to reduce, and when possible, eliminate travel costs for the delivery of services under this contract. Therefore, the Contractor shall not be reimbursed for travel for services ordered in the quantities, by location and language, identified in Exhibit J-E-5.

In the event the Government has a requirement in excess of the quantities specified in the exhibit, travel expenses may be reimbursed for these additional levels of support in accordance with the Section H clause entitled "Travel and Related Costs."

In no event shall the levels of effort identified in Exhibit J-E-5 be construed to represent a guarantee of the staffing requirements under the contract.

C.3.5 Quality Control

C.3.5.1 Quality Control Plan Requirements. The Contractor shall develop a Quality Control Plan (QC Plan) for the term of this contract that establishes and maintains well

documented quality control procedures that ensure the production and deliverance of acceptable performance and materials in accordance with this Statement of Work. The QC Plan shall assure adequate quality control throughout all areas of contract performance, and shall be implemented to assure reliability and effective performance. The Government reserves the right to review and approve the quality controls established, and to evaluate its effective use in the performance of the requirements under this contract. The Contractor shall be solely responsible for controlling and assuring quality work, and providing objective evidence that such control does, in fact, exist. The Contractor shall also be liable for Contractor employee negligence, and any fraud, waste or abuse. It shall be the responsibility of the Contractor to enforce all QC Plan requirements for any and all Subcontractor(s).

C.3.5.2 Contract Inclusions. The QC Plan, to be submitted as part of the Contractor's proposal and as accepted by the Government, shall be incorporated into this contract as an attachment in Section J, Exhibit J-E-3, entitled "Quality Control Plan."

C.3.5.3 QC Plan Revision(s). The operation of the Quality Control Program, described in a written plan, shall be maintained current and made available to the Task Monitor. Any revisions to the QC Plan shall be approved in writing by the Contracting Officer prior to implementation.

C.3.5.4 Content of QC Plan. At a minimum, the Contractor's Quality Control Plan shall include:

- a. An internal quality control and inspection system for required services. Job titles and all positions of individuals who will conduct inspections must be specified.
- b. A method to identify and procedures to correct any deficiencies in services that may occur.
- c. A file that documents all inspections and other quality and internal control actions, including the purpose of the inspection, the results of the inspection and any corrective action taken as a result of the inspection. Upon request, this file shall be made available to the Government during the period of performance.
- d. Description of procedures to be used to ensure that transcripts and translations shall be accurate versions of the original documents or copied tapes without omissions, translation errors or typographical errors. These versions shall contain correct spellings of all personnel, organizations, places, common names and numerical information. The Contractor is responsible for the inspection of all Contractor-prepared materials prior to delivery to the Government.
- e. Description of procedures to be used to ensure that, at a minimum, a review of all intercepted calls is conducted to review all translation and transcription work, including all written summaries of interceptions (line sheets), and to ensure that the summaries are accurate, complete and that no pertinent information was overlooked. The individual

performing this review must be someone other than the individual who performed the initial translation or transcription. The reviewer must be a native speaker in the language being reviewed and proficient in the English language.

f. Description of how Contractor personnel assigned to the QC function shall ensure that summaries are accurate and do not include any subjective interpretation. QC functions shall also include procedures to ensure confirmation of proper voice identification and that all entries, i.e., call numbers, dates, times, voice and subject I.D. (caller and recipient), are accurate. In the case that errors are found, the reviewer shall coordinate with the Task Monitor and provide documentation of the errors in writing, correct the line sheets and present the line sheets to the Task Monitor for resolution. In addition, the Contractor shall review computer entries of the line sheets to ensure they are exact representations of the original line sheet entries.

C.3.5.5 QC Personnel. Contractor personnel designated to perform QC functions may be expected to assume other duties. All Quality Control persons shall be capable of providing reliable and efficient monitoring, translation and/or transcription services when not performing QC duties.

C.3.5.6 Correction of Errors. The Government reserves the right to return to the Contractor all materials, transcriptions and translations that contain errors at no additional cost to the Government. Upon receipt of "Requests for Correction," the Contractor shall correct all errors and furnish corrected versions as required by the Task Monitor within five (5) working days. A complete and error free product is expected at the termination of each Title III intercept.

C.3.6 Travel Costs for Subpoenas/Testimony

Performance under this contract will require travel by Contractor personnel as directed by the Government for official business, to include subpoenas/testimony/appearances at Court-specified sites. If the contractor's personnel are subpoenaed to testify in court, they are generally subpoenaed to testify in the role of a "fact" witness for the Government – not as a court interpreter or as an "expert" witness. It is possible that a contract Linguist would be authorized to attend a pre-appearance conference. The fee payable to a "fact" witness subpoenaed to appear in Federal Court is \$40.00 per day, plus travel expenses when required. The payment of fees and travel expenses, including any travel advances, and obtaining travel vouchers are the responsibility of the U.S. Attorney's Office and the U.S. Marshall's Service. The U.S. Attorney's Office will provide detailed information on fees and expenses as an attachment to the subpoenas. DEA will issue a task order to the Contractor to compensate a subpoenaed and appeared contract linguist for eight (8) hours of labor – minus \$40.00 per day – for each day, including travel days if long-distance travel is required. The hourly rate issued on the task order will be based on the contract hourly rate for the affected Linguist's labor category. All travel, including local travel, and associated costs will be in accordance with travel requirements set forth in the Section H clause entitled "Travel and Related

Costs.” Travel arrangements will be the responsibility of the Contractor. All Contractor travel costs shall be itemized and included in monthly financial reports.

C.4 GENERAL REQUIREMENTS, PERSONNEL

C.4.1 General Personnel Qualifications. The Contractor shall provide personnel who have the necessary experience, education, training and skills to perform the work and manage the requirements included in the contract.

C.4.2 Definitions/Descriptions. The service definitions/descriptions set forth below are for the purposes of this contract only:

C.4.2.1 Monitor. To listen to or read foreign language communications, lawfully intercepted, and perform immediate verbal summaries, then subsequent written or typed summaries, into the English language.

C.4.2.2 Transcribe. To render the spoken word of a language into the written form of the same language, then save the result on a Government-owned computer diskette and/or in printed format. For the purposes of this contract, the transcription will be predominately spoken Spanish to written English, but may include, to a lesser degree, other languages as described herein.

C.4.2.3 Translate. To render the spoken or written word of one language into the written form of another language, then save the results on a Government-owned computer diskette or other storage media and/or in printed format. For the purposes of this contract, the translation will be predominantly spoken or written Spanish to spoken or written English, but may include, to a lesser degree, other languages to English.

C.4.2.4 Interpret. To translate spoken words orally and simultaneously or consecutively from a foreign language into English, or to translate spoken words from English into a foreign language.

C.4.2.5 Validate. A review conducted by someone other than the individual performing the original translation, transcription, or the quality control review of the specified original work in order to attest to the accuracy of the final work.

C.4.2.6 Supervise. To plan and organize work activities; to assign, direct and evaluate other personnel.

C.4.2.7 Summarize. To provide a typed, concise and accurate synopsis of oral or written communications intercept that contains the identity of the speakers or correspondents, and all locations and events mentioned that pertain to the subject of the communication.

C.4.2.8 Native/Near-Native. Place of birth or of immediate origin in a specific place.

C.4.3 Duties of All Personnel.

The Contractor shall provide a qualified Linguist(s) and Supervisor(s). All Linguists must be capable of performing the following duties, as may be assigned at any time:

- a. Monitoring, recording, translating, transcribing, and synthesizing content of real-time oral communications intercepts.
- b. Transcribing from storage media, including but not limited to audio cassettes, video cassettes or digital media and typing in both the required foreign language and English.
- c. Preparing typed English translations from other source media.
- d. Performing quality control reviews of completed work.
- e. Validating the accuracy of completed translations and transcriptions.
- f. Appearing in court when subpoenaed to testify.
- g. Interpreting oral conversations, concurrently/simultaneously.

C.4.4 Number of Personnel Per Shift.

The actual number of contract personnel required may vary daily to accommodate the increased or decreased Title III activity. It shall be the responsibility of the Contractor to provide additional personnel as ordered. The Contractor shall have a pool of cleared personnel including Linguists and Supervisors who live within the each Field Division's area of responsibility to be available on an as-needed basis.

C.4.5 Certified Interpreter(s) Qualifications.

The Contractor shall provide qualified Certified Interpreter(s) as ordered by the Government Contracting Officer. The Certified Interpreter(s) should have completed the federal court interpreter examination in the language(s) required when testifying in court. The language(s) will be determined on a case-by-case basis. The Certified Interpreter(s) shall be a Linguist with all the qualifications set forth in this Section. The Certified Interpreter(s) shall be Federally Certified under the Administrative Office of U.S. Courts Certification Program and state certified, as required.

C.5 GENERAL REQUIREMENTS, SERVICES

C.5.1 Monitoring

In order to perform the function of monitoring oral intercepts, Linguists shall:

- a. Listen to oral intercepts in English and foreign languages and provide a verbal summary, immediately followed by a typed summary. Subsequently, all pertinent

calls identified by the supervising law enforcement officer will be transcribed verbatim in the required federal or state format. The verbatim transcripts shall be completed during the 8 1/2 hour shift; otherwise, it shall be transferred to the next linguist on duty. Linguists are responsible for the accuracy of their own summaries/transcripts.

- b. Operate DEA's tape recording equipment, dialed number recorder, Translation and Transcription Support System (T2S2) and JSI Voice Box Software, RedWolf, Raytheon, Penlink or other type of communication collection equipment.
- c. Prepare complete log sheets on each intercepted call, including but not limited to, a short narrative synopsis in standard English.
- d. Complete a log sheet detailing dates, times of recordings and other relevant information as instructed by the Site Supervisor.
- e. Use "sign-in" codes, whenever applicable.
- f. Sign all line sheets, summaries, logs or documents they have prepared and initial all video or audio recordings they have witnessed or heard.
- g. Assume responsibility for varying numbers of intercepts as required during any given shift. The Task Monitor, or other Government authorized technical representative, will coordinate any personnel changes with the Site Supervisor during the shift.
- h. Maintain a voice library for the duration of the intercept.
- i. Maintain a list of slang words and codes (used by the trafficking organization or individuals) for the duration of the intercept.
- j. Enter summary information into a computerized medium provided by DEA, when required.
- k. During an intercept, provide sufficient information about the content of the call to the DEA case agent so DEA authorities can determine whether the conversation is important, should be minimized, is a privileged communication or if enforcement action should be taken.

C.5.2 Transcribing

In order to perform the function of transcribing, Linguist(s) shall:

- a. Type (or if directed, write) verbatim, the words spoken on the source recording or contained in the written media.

- b. When transcribing a foreign language document (such as a map), use the original source document format as a guideline for the English-transcribed document.
- c. Prepare all transcriptions performed at the government site in a format dictated by DEA.
- d. Prepare all transcriptions performed off site without a translation as follows:

8 1/2-inch by 11-inch bond white paper, 1/2-inch margins on the right and left, and one inch margins at the top and bottom. Font should be an accepted industry standard for legal documents (e.g., Times New Roman or CG Times), and pitch size should be 12. The page number shall be in the header and the case number and conversation identifier shall be in the footer. The speakers' names (or identifiers) shall be in upper case followed immediately by a colon. All transcriptions will have a cover page stating the case number, source, and if pertinent, the date and time of the recording or writing, call number, direction and participants.
- e. Use accepted standard grammar and punctuation in all transcriptions.
- f. Save all transcriptions on a Windows-compatible computer disk in a current version of a DEA-approved word processing application (MS Word) then give the diskette to the Task Monitor. The file title will be a combination of wire ID number and the call number, or other unique identifier provided by DEA.
- g. Hand-write transcriptions, when directed by the Site Supervisor.
- h. When transcriptions are conducted off-site, provide the final product in a DEA-approved word processing application on a Windows-compatible computer disk to the Task Monitor for inspection and acceptance within the time frame stated in the Section F clause entitled "Deliverable Items/Delivery Time." The file title will be a combination of wire ID number and the call number, or other unique identifier provided by DEA. All data is the property of the Government.

C.5.3 Translating

When performing the function of translating, Linguist(s) shall:

- a. Prepare an English translation from a variety of foreign language source exhibits, including but not limited to video and audio cassette recorded conversations, facsimile documents and written and typed materials, such as legal documents, diaries, computerized files, personal papers, maps, charts, ledgers and notes.
- b. Provide accurate and complete translations free of typographical errors and without the omission of a word or words from the texts.

- c. Use accepted standard English punctuation in all English translations. Type the translation from the original source in the following formats:
- (1) All translations performed at the government site(s) shall be prepared in a DEA-approved format.
 - (2) All translations prepared off-site *without transcriptions* shall be prepared as defined in C.5.2.d above. Conversations shall be single-spaced with a line space separating one speaker from the next.
 - (3) All translations prepared off-site *with transcription* shall be as defined in C.5.2.d above, with the following additional formatting requirements: Each page shall have four columns: The first column (starting at 1/2-inch) and the third column (starting at 4.5 inches) shall be for speakers' names. The second column (starting at 1 1/2-inch) shall be used for the original language, and the fourth column (starting at 5.5 inches) shall be used for the English translation. Conversations shall be single-spaced with a line space separating one speaker from the next.
 - (4) All translations shall have a cover page with the case number, phone number or source, call number, tape number and footer direction of call date and time of recording if appropriate, and all participants. If abbreviations are used, provide a "Guide to Abbreviations" inside the cover page.

C.5.4 Interpreting Services

Linguists performing interpreting services will be required to consecutively interpret a foreign language into the English language and English into the foreign language. When directed, Linguist(s) shall be required to make notes concerning the content of the conversation; such notes shall then be given to the DEA Case Agent or the Task Monitor. Generally accomplished at the Field Division Title III Operations Center, Interpreting Services shall be performed by Linguist(s) who shall provide services as identified in the Task Order by the Task Monitor. NOTE: Interpreting services may take place away from the Field Division at a safe site, including the Field Division lockup, informant debriefings, jails or off-site investigative sites. In order to perform Interpreting Services, Linguist(s) may be required to go to one of the Resident Offices within the Field Division. Any such services will occur in a controlled environment with an agent present. When interpreting services are required at locations more than fifty (50) miles from a regularly assigned place of performance and residence as specified in Section F.3, "Place of Performance," travel and duty hours will be compensated in accordance with the terms as set forth in Section H.2, "Travel and Related Costs."

C.5.5 Validation Services

Validation of original translation work shall be required, on an as needed basis, at the Government's request. At the Government's discretion, validating services shall also be required at off-site Government or Contractor facilities. The person performing validation duties may be called upon to testify in court.

C.5.6 Minimization

Upon receiving confirmation from a case agent regarding new minimization requirements the Task Monitor will provide the contractor twenty-four hour notice as to the time and location of the minimization. The contractor shall provide all available linguists for minimization prior to the start of a new intercept. Linguists shall comply with all minimization requirements and regulations. Failure of a linguist to adhere to these requirements is grounds for immediate removal from that intercept and any future intercepts. A linguist who has personal knowledge of a target (i.e, the target is a neighbor, acquaintance, relative, etc.), recognizes any target by name, or becomes aware that the intercepted parties are known to them either during or after minimization shall notify the supervising agent and Task Monitor immediately.

A minimization briefing is conducted by the prosecutor and is a meeting that must be attended by the DEA special agents and Linguist personnel assigned to a particular case. The prosecutor provides an overview of the case. The prosecutor explains the minimization procedures and describes the types of conversations that the government is authorized to listen to and record; the types of conversations that are “privileged” and cannot be listened to; and the difference between pertinent information and non-pertinent information. Linguists must attend the minimization briefing for each new case they are assigned to, regardless of how many cases those linguists have worked on in the past.

C.6 LABOR CATEGORIES, QUALIFICATIONS AND WORK DESCRIPTIONS

C.6.1 Site Supervisor

C.6.1.1 Duties of Site Supervisor. The Site Supervisor shall be capable of performing the tasks described below:

- a. Assign Linguist(s) to monitor real-time oral communications intercepts.
- b. Assign Linguist(s) to transcribe, translate and validate completed work. Any personnel changes required during the shift shall be coordinated between the Supervisor and the COTR.
- c. Be responsible for training or orienting new hires and personnel who do not have prior experience related to the procedures and policies for the work and wire room operations.
- d. Be accountable for daily work assignments and end products. The Site Supervisor shall be the Contractor's single point of contact to the COTR.
- e. Ensure that the Quality Control Plan, submitted to and approved by the Government, (and attached to the Contract in Section J, Exhibit J-E-3 entitled, “Quality Control Plan”) is implemented and fully operational, as written.

f. When possible, ensure that each Linguist(s) has completed assigned work prior to the end of the Linguist's shift. In situations, that require monitoring or transcription services that must continue beyond an individual's shift, the Site Supervisor shall be responsible for the smooth transition to the next shift.

g. Oversee activity to ensure that all tasks are being properly executed; interface regularly with the COTR regarding technical performance matters and issues concerning the day-to-day operations; and respond to problems or issues from the COTR, whether technical or administrative in nature.

h. Maintain records of work production, evidence control and other administrative records as required. These records shall be kept at the DEA location.

i. Prepare and present to the COTR a monthly schedule detailing adequate personnel coverage for each forthcoming month. This monthly schedule is due to the COTR by the 12th day of the preceding month.

j. Maintain time and attendance records for all contract employees sufficient for tracking their duty hours.

k. Be capable of performing all the functions and duties described for Linguist(s).

C.6.1.2 Qualifications for Site Supervisor. At a minimum, the Site Supervisor shall possess:

a. Undergraduate Degree and Graduate Education: Major Study - the appropriate foreign language from an English-speaking college or university, English from a college or university in the other country, or translating or interpreting where English and the foreign language were prerequisites.

OR

Specialized Experience: A minimum of 3 to 5 current years of experience in translating, interpreting, or other work requiring the use of English and the other languages; or a combination of work (that required English and the other language) and training at the Defense Language Institute, Foreign Service Institute, or comparable training. Following are examples of work in the required language that may have provided the required abilities and specialized experience: Translator; Interpreter; Librarian or Information Specialist required to make abstracts, screen, index, and scan material; Intelligence; Writer or Editor; International Organizational Work, such as the Peace Corps, World Bank, United Nations, Business, or other Organizations; or Professor, Teacher, or Instructor work at the high school or college level that required the use of the foreign language.

- b. Ability to effectively manage people and resources to satisfy project objectives and ensure completion of assigned tasks.
- c. An excellent command of the English language, with ability to provide clear, concise oral and written directions.
- d. Skills necessary to listen to and comprehend the required foreign language(s) with native or near-native ability, and to follow accurately the basic elements of conversations, such as telephone calls.
- e. Skills necessary to read and comprehend the required foreign language(s) with a native or near-native ability and to read and understand various text-types.
- f. Ability to comprehend slang and colloquial expressions in the required foreign language(s) and translate them into English.
- g. Ability to work well under pressure to meet specific deadlines.
- h. Basic typing/word processing skills of at least 40 wpm. Ability to prepare briefs and make oral and written presentations, as required by DEA. The Government may waive the basic typing skill proficiency level under extenuating circumstances. The COTR will evaluate the circumstances on a case-by-case basis.

C.6.2 Shift Supervisor

C.6.2.1 Duties for Shift Supervisor. The Shift Supervisor shall be capable of performing the following tasks as described below:

- a. Assign Linguist(s) to monitor real-time oral telecommunications intercepts.
- b. Assign Linguist(s) to transcribe, translate and validate completed work. Any personnel changes required during the shift shall be coordinated between the Supervisor and the COTR.
- c. Train or orient new hires and personnel who do not have prior experience related to the procedures and policies for the work and wire room operations.
- d. Be accountable for daily work assignments and end products.
- e. When possible, ensure that each Linguist has completed assigned work prior to the end of the Linguist's shift.
- f. Be responsible for a smooth transition to the next shift and coordinate with the preceding and succeeding Shift Supervisors, when such are assigned.

- g. Ensure that all tasks are being properly executed; interface regularly with the COTR regarding performance matters and issues arising from day-to-day operations; and respond to problems or issues raised by the COTR, whether technical or administrative in nature.
- h. Maintain records of work production, evidence control and other administrative records as required. All such records shall be kept at the DEA location.
- i. Maintain time and attendance records for Linguist(s) on each shift.
- j. Be capable of performing all the functions and duties described for Linguist(s), as required.

C.6.2.2 Qualifications for Shift Supervisor. At a minimum, the Shift Supervisor shall possess:

a. Undergraduate Degree or Graduate Education: Major Study - the appropriate foreign language from an English-speaking college or university, English from a college or university in the other country, or translating or interpreting where English and the Foreign language were prerequisites.

OR

Specialized Experience: Experience in translating, interpreting, or other work requiring the use of English and the other languages; or a combination of work (that required English and the other language) and training at the Defense Language Institute, Foreign Service Institute, or comparable training. Following are examples of work in the required language that may have provided the required abilities and specialized experience: Translator; Interpreter; Librarian or Information Specialist required to make abstracts, screen, index, and scan material; Intelligence; Writer or Editor; International Organizational Work, such as the Peace Corps, World Bank, United Nations, Business or other Organizations; or Professor, Teacher, or Instructor work at the high school or college level that required the use of the foreign language.

- b. Experience that demonstrates an ability to effectively manage people and resources to satisfy project objectives and ensure completion of assigned tasks.
- c. An excellent command of the English language and ability to provide clear and concise oral and written communications.
- d. Skills necessary to listen to and comprehend the required foreign language(s) with native or near-native ability, and to follow accurately the basic elements of conversations, such as telephone calls.
- e. Skills necessary to read and comprehend the required foreign language with a native or near-native ability and to read and understand various text-types.

- f. Ability to comprehend slang and colloquial expressions in the required foreign language(s) and translate them into their English equivalent.
- g. Ability to work well under pressure to meet specific deadlines.
- h. Basic typing/word processing skills of at least 40 words per minute (wpm). The Government may waive the basic typing skill proficiency level under extenuating circumstances. The COTR will evaluate the circumstances on a case-by-case basis and if appropriate, will accept typing skills of less than 40 words per minute.

C.6.3. Linguist(s)

C.6.3.1 Duties for Linguist(s). All Linguists shall be capable of satisfactorily performing various linguistic functions and duties, as described below:

- a. Monitoring, translating, transcribing, interpreting, performing quality control and performing validating services. Linguists shall be responsible for monitoring varying numbers of communications intercepts during any given shift.
- b. Providing reliable and accurate transcriptions, translation or interceptions and/or summaries of source materials or intercepts, into English. All Linguists shall be capable of performing multi-functional duties; i.e., when not intercepting, the linguist shall transcribe or translate source materials/documents and/or perform quality control functions on documents/materials completed by other Linguists.
- c. At the Government's expense, attend DEA-sponsored training pertaining to the operation and upgrade of specific equipment and software utilized by DEA. The equipment and software may include audio recording machines, computerized word processor/data management software and other pertinent equipment determined necessary by DEA.
- d. Perform, as required, administrative duties related to tasks. Such duties may include but are not limited to placing log sheets, line sheets, duplicating tapes and/or summaries into binders, copying and stapling related paperwork, and labeling storage boxes.
- e. Attend minimization briefings conducted by the U.S. Attorney's Office and DEA. (C.5.6)
- f. Understand and comply with Court regulations concerning minimization procedures. (C.5.6)

C.6.3.2 Qualifications for Linguist(s). At a minimum, the Linguist(s) shall possess:

a. Undergraduate Degree or Graduate Education: Major Study - the appropriate foreign language from an English-speaking college or university, English from a college or university in the other country, or translating or interpreting where English and the Foreign language were prerequisites.

OR

Specialized Experience: Experience in translating, interpreting, or other work requiring the use of English and the other languages; or a combination of work (that required English and the other language) and training at the Defense Language Institute, Foreign Service Institute, or comparable training. Following are examples of work in the required language that may have provided the required abilities and specialized experience: Translator; Interpreter; Librarian or Information Specialist required to make abstracts, screen, index, and scan material; Intelligence; Writer or Editor; International Organizational Work, such as the Peace Corps, World Bank, United Nations, Business or other Organizations; or Professor, Teacher, or Instructor work at the high school or college level that required the use of the foreign language.

- b. Proficiency in the appropriate language as required in section C.3.4.1.
- c. An excellent command of the English language with the ability to provide clear and concise oral and written communication.
- d. Ability to understand basic elements of speech in a standard dialect. Standard dialect refers to the listening skill that is the ability to understand the essentials of all speech in a standard dialect including technical discussion within a special field.
- e. Skills necessary to listen and comprehend the required foreign language(s) with native or near-native ability; and ability to follow accurately the basic elements of conversations and telephone calls.
- f. Skills necessary to read and comprehend the required foreign language with native or near-native ability, and to read and understand various text-types.
- g. Ability to comprehend slang and colloquial expressions in the required foreign language and translate them into their English equivalent.
- h. Effective understanding of face-to-face speech with sufficiently broad vocabulary that paraphrasing or explanations are unnecessary.
- i. Ability to work well under pressure to meet specific deadlines.
- j. Basic typing/word processing skills of at least 40 wpm. The Government may waive the basic typing skill proficiency level under extenuating circumstances. The COTR will evaluate the circumstances on a case-by-case basis.

k. Ability to understand requirements necessary to perform specific tasks being processed and produced.

l. State certification, as required.

C.6.4 Court Certifier

The Court Certifier shall be:

a. Federally Certified under the Administrative Office of U.S. Courts Certification Program in the languages required; or

b. State-certified, in the languages required if the case is tried in the State Court.

C.7 **CONTRACTOR ACQUIRED/PROVIDED PROPERTY**

C.7.1 Secure Storage Units

The Contractor, as part of the performance requirement of this contract, must provide a security safe for the temporary storage of documents while they are in the Contractor's possession at the Contractor's facility. Should off-site secure storage be required, the Contractor shall be given adequate time (a minimum of 30 calendar days) to obtain a security safe if not already in possession of an approved storage container. This acquisition shall be billed as a direct cost. Title to this property passes to the Government upon completion of the contract.

The Contracting Officer's Technical Representative (COTR) will make the determination which transcriptions will be done off-site. Under no circumstances will a linguist be permitted to transcribe/translate DEA material at his/her residence or off-site without prior permission of the COTR.

C.7.2 Other Required Equipment

Individual earphones shall be provided by the Contractor.

C.8 **BUSINESS MANAGEMENT**

The Contractor shall establish a business strategy that addresses its approach to the overall business management of this contract. Items shall include, but not be limited to, the following:

C.8.1 Contract Administration

- Frequent communication between the Contractor's contract administration staff and the DEA's Contracting Officer and Contract Specialist in order to ensure that any problems are quickly identified and rectified.

- Timely submittal of all required reports and other contract deliverables (e.g., an estimated deliverable schedule).
- Timely processing of any required modifications (to either the basic contract or any task order) or other documentation.

C.8.2 Financial Management

- Timely preparation and submittal of invoices (in accordance with the Section G clause entitled “Invoice Requirements”) to ensure a steady cash flow from operating activities and the elimination of undelivered orders (as tracked by DEA). Invoices shall be submitted within fourteen (14) days after the termination of a Title III intercept. Delays in receipt of invoices will be reflected in future performance ratings.
- Timely payment to any subcontractor(s) (if applicable).

C.9 REPORTING AND MEETING REQUIREMENTS

The Contractor shall produce and deliver a monthly administrative report appropriate for monitoring performance of work. The Government requires the report monthly even if no task orders are active. The following report shall be submitted with the monthly invoices and shall be delivered to the COTR and the CO, one copy each:

C.9.1 Administrative Report

The monthly Administrative Report shall contain, at a minimum:

1. Financial Statement
 - a. Total expenditures for the reporting period, for each task order. Breakdown by specific tasks. See sample in the “Sample Administrative Report” in Section J, Exhibit J-E-1.
 - b. Expenditures and hours of effort used by each individual by task order during the reporting period.
 - c. Cumulative task order expenditures through the reporting period.
 - d. A summary of the total number of hours worked during a specific month in a specific language and also a year-to-date running total in order to determine if Contractor will be reaching the maximum number of hours stated in the contract.
2. Personnel Status
 - a. A brief description of the work performed during the reporting period for each task order. This includes times of inactivity and should include activities, if any, the Contractor has performed with regard to recruitment, training of new personnel or change in company policies.

- b. Any changes in personnel during the reporting period.
3. Security Packages Information
- a. The current status of all security clearance packages, dates these packages were submitted to the DEA COTR, dates security clearance notifications were received from DEA, how many contractor employees are cleared, and how many are pending clearance.
4. Miscellaneous Comments
- a. A brief description of any technical or administrative problems that have occurred during the reporting period under any task order issued, including any problems that are expected to occur during the next reporting period.

C.9.2 Ad Hoc Reports

The contractor will provide Ad Hoc Reports as requested. From time to time the Contracting Officer may request reports as a result of data calls from the Department of Justice/DEA entities, auditors and/or inspectors. Data calls for information will be provided by written requests to include description, format, distribution and due date.

C.9.3 Performance Evaluation Meetings

At a minimum, Performance Evaluation Meetings shall be held once every year during the contract performance period, or more often, as requested by the COTR or the Contractor. Performance meetings will be required on a weekly basis during transitions and initial contract implementation period. The Contractor shall be prepared to discuss the performance of all contracted employees at Performance Evaluation Meetings, which shall be conducted as specified by the COTR. Meetings shall be held during the hours that are mutually agreeable between the COTR and the Contractor. COTR approved performance meetings may also occur between the Contractor and another specific component. The purpose of any Performance Evaluation Meetings shall be to resolve any problems that arise during the performance of the contract. Written minutes of all Performance Evaluation Meetings will be prepared by the COTR and shall be signed by the Contractor.

[End of section]