

Company Name:  
Metropolitan Interpreters & Translators

Contract Number:  
HSCEOP-07-A-00034 (HSCEOP07A00034)

Period of Performance:  
9/10/2007 through 9/9/2012

Services Provided:  
Providing foreign language interpretation (translation) services.

**FOIA Case No: 2009FOIA 2590**

**Metropolitan Interpreters  
Translators**

**Blanket Purchase Agreement**

**HSCEOP-07-A-00034**

**ORDER SUPPLIES OR SERVICES**

PAGE OF PAGES  
1 1

**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 09/10/2007		2. CONTRACT NO. (If any) HSCEOP-07-A-00034		6. SHIP TO: a. NAME OF CONSIGNEE Indicated on call	
3. ORDER NO.		4. REQUISITION/REFERENCE NO.			
5. ISSUING OFFICE (Address correspondence to) ICE/Strategic Sourcing Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536				b. STREET ADDRESS	
7. TO: a. NAME OF CONTRACTOR METROPOLITAN INTERPRETERS TRANSLATORS INC		b. COMPANY NAME		f. SHIP VIA	
c. STREET ADDRESS 110 E 42ND STREET SUITE 802		d. CITY NEW YORK		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
e. STATE NY		f. ZIP CODE 100178538		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
9. ACCOUNTING AND APPROPRIATION DATA Indicated on call				10. REQUISITIONING OFFICE ICE Ofc of Acquisition Management	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS				12. F.O.B. POINT Destination	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Indicated on call	
				16. DISCOUNT TERMS Indicated on call	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	GSA Contract #: GS-10F-0292K Tax ID Number: 13-3759052 DUNS Number: 186945325 Period of Performance: 09/10/2007 to 09/09/2012					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO: a. NAME Indicated on call \$0.00						
b. STREET ADDRESS (or P.O. Box)						17(i) GRAND TOTAL
c. CITY		d. STATE		e. ZIP CODE \$0.00		

22. UNITED STATES OF AMERICA  
BY (Signature)

*Deborah Locke*

23. NAME (Typed)  
Deborah Locke  
TITLE: CONTRACTING/ORDERING OFFICER

BLANKET PURCHASE AGREEMENT (BPA) NUMBER HSCEOP-07-A-00034

Pursuant to GSA Federal Supply Schedule (FSS) Contract Number(s) GS-10F-0292K and Federal Acquisition Regulation (FAR) 8.405-3, Blanket Purchase Agreements (BPAs), the Contractor agrees to the following terms of a BPA EXCLUSIVELY WITH ICE.

- (1) The following contract services/products can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

ITEM (Model/Part Number or Type of Service)

SPECIAL BPA DISCOUNTED CLIN PRICING

CLIN 0001 Title III Monitoring, Interpreting & Transcribing

PLEASE SEE ATTACHED EXCEL SCHEDULE B.

CLIN 0002 Non-Title III Translation Services (per word)

NOTE: Supervisor and program manager costs

CLIN 0003 Non-Title III Translation Services (per word w/formatting)

are built into CLIN 0001-0006 rates

CLIN 0004 Interpreting Services (Oral)

CLIN 0005 Consultation & Planning Services

CLIN 0006 Sign Language

CLIN 0007 Other Direct Costs (ODCs)

CLIN 0007AA Monthly Administrative Reports

CLIN 0007AB Weekly Status Reports

CLIN 0007AC Ad Hoc Reports

CLIN 0007AD Travel Costs (Per Call)

G&A Rate: 10.26% all years

- (2) Delivery:

DESTINATION

DELIVERY SCHEDULE/DATES

To Be Determined (TBD) and indicated in each call

TBD and indicated in each call

- (3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \$50,000,000.00 during a five year period.
- (4) This BPA does not obligate any funds.
- (5) This BPA expires 5 years from date of award or at the end of the GSA contract period, whichever is earlier.
- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

A) Detention and Removal Operations (DRO)

Contracting Officer's Technical Representative (COTR) & Ordering Official (OO)

Vic A. Waters, COTR & OO; (202) 732-2953

B) Office of Intelligence (OI)/Office of Investigations (OIV)

~~Non-Title III: Kathy Hopkins, COTR; (202) 307-3845~~

Nicki L. Hopkins, COTR; (202) 305-1217

Lisa Holland, COTR & OO; Phone Number TBD

Grace Creek, Alternate COTR; (202) 616-7029

Shameika Cottrell, Alternate OO; (202) 305-2758

Title III: Kimberly P. Morgan, COTR (703) 495-6006

Quentin Scott Walters, COTR & OO (202) 305-3405

C) Office of the Principal Legal Advisor (OPLA)

D) Acquisition Policy and Strategic Sourcing (APASS)

T.H. Sanchez, Contract Specialist (202) 353-8460

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, paper, or oral communications. Calls/orders at or below the micro-purchase threshold of \$3,000.00 need not be competed. For administrative reasons, purchase cards will not be accepted as a form of payment to order services.
- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
- (a) Name of Contractor;
  - (b) GSA FSS Contract Number;
  - (c) BPA Number;
  - (d) Model Number or National Stock Number (NSN);
  - (e) Call/Task/Delivery Order Number and Work Request Authorization (WRA) Number
  - (f) Date of Purchase;
  - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
  - (h) Date of Shipment.
- (9) The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Invoices shall be submitted monthly to the address specified within the call/task/delivery order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BEST VALUE  
BLANKET PURCHASE AGREEMENT (BPA)  
FEDERAL SUPPLY SCHEDULE (FSS)**

In the spirit of the Federal Acquisition Streamlining Act (FASA), the US IMMIGRATION CUSTOMS ENFORCEMENT (ICE) AGENCY and Metropolitan Interpreters and Translators, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) FSS Contract(s) GS-10F-0292K.

FSS contract BPAs eliminate contracting and open market costs such as: the search for sources; the development of technical documents and solicitations; and the evaluation of bids and offers. Contractor Team Arrangements are permitted with FSS in accordance with Federal Acquisition Regulation (FAR) Subpart 9.6.

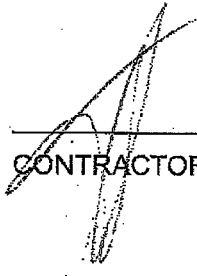
This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the Schedule contract. The end result is to create a purchasing mechanism for the **Government that works better and costs less.**

Signatures:

Deborah Locke 9/10/07

ICE

DATE



CONTRACTOR

9-7-07

DATE

Printed Name and Title:

Deborah Locke, Contracting Officer

**Joseph Cirano  
Vice President**

**Homeland Security Acquisition Regulation (HSAR) and Federal Acquisition Regulation  
(FAR) Clauses for Blanket Purchase Agreement (BPA)  
HSCEOP-07-A-00034**

**HSAR 3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION  
TECHNOLOGY RESOURCES (JUN 2006)**

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within 60 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

(End of clause)

**Homeland Security Acquisition Regulation (HSAR) and Federal Acquisition Regulation  
(FAR) Clauses for Blanket Purchase Agreement (BPA)  
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**HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006)**

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer.



**Homeland Security Acquisition Regulation (HSAR) and Federal Acquisition Regulation  
(FAR) Clauses for Blanket Purchase Agreement (BPA)  
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For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of clause)

**HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS Alternate I (JUN 2006)**

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;

(2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

(3) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

**Homeland Security Acquisition Regulation (HSAR) and Federal Acquisition Regulation  
(FAR) Clauses for Blanket Purchase Agreement (BPA)  
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**HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS Alternate II (JUN 2006)**

When the Department has determined contract employee access to sensitive information or Government facilities must be limited to U.S. citizens and lawful permanent residents, but the contract will not require access to IT resources, add the following paragraphs:

(g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.

(h) Contractors shall identify in their proposals, the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

**HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES  
(JUN 2006)**

(a) Prohibitions. Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

*Expanded Affiliated Group* means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

*Inverted Domestic Corporation*. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership;  
and

Homeland Security Acquisition Regulation (HSAR) and Federal Acquisition Regulation  
(FAR) Clauses for Blanket Purchase Agreement (BPA)  
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(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

*Person, domestic, and foreign* have the meanings given such terms by paragraphs

(1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) *Special rules.* The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) *Treatment of Certain Rights.*

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

**Homeland Security Acquisition Regulation (HSAR) and Federal Acquisition Regulation  
(FAR) Clauses for Blanket Purchase Agreement (BPA)  
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(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:  
 it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of provision)

**HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)**

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

(specify key personnel or facilities)

(End of clause)

**HSAR 3052.217-93 SUBCONTRACTS (DEC 2003)**

(a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade.

(b) The Contractor shall be responsible to the Government for acts and omissions of its own employees, and of subcontractors and their employees. The Contractor shall also be responsible for the coordination of the work of the trades, subcontractors, and material men.

(c) The Contractor shall, without additional expense to the Government, employ specialty subcontractors where required by the specifications.

(d) The Government or its representatives will not undertake to settle any differences between the Contractor and its subcontractors, or between subcontractors.

Homeland Security Acquisition Regulation (HSAR) and Federal Acquisition Regulation  
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(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:  
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it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of provision)

**HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)**

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(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

Personnel

b6 - Project Manager  
Operations Manager

Facilities

New York  
110 E. 42<sup>nd</sup> Street, Ste 802  
New York, NY 10017

Miami  
8405 North W 53<sup>rd</sup> Street B 116  
Miami, FL 33166

Los Angeles  
412 W. Broadway, #214  
Glendale, CA 91204

San Diego  
1450 Frazee Road, Ste 410  
San Diego, CA 92108

(End of clause)

**Homeland Security Acquisition Regulation (HSAR) and Federal Acquisition Regulation  
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(b) The Contractor shall be responsible to the Government for acts and omissions of its own employees, and of subcontractors and their employees. The Contractor shall also be responsible for the coordination of the work of the trades, subcontractors, and material men.

(c) The Contractor shall, without additional expense to the Government, employ specialty subcontractors where required by the specifications.

(d) The Government or its representatives will not undertake to settle any differences between the Contractor and its subcontractors, or between subcontractors.

(End of clause)

**HSAR 3052.228-70 INSURANCE (DEC 2003)**

In accordance with the clause entitled "Insurance - Work on a Government Installation" [or *Insurance - Liability to Third Persons*] in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

(a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).

(b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).

(c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

(End of clause)

**HSAR 3052.242-71 DISSEMINATION OF CONTRACT INFORMATION (DEC 2003)**

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

(End of clause)

**HSAR 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)**

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as

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(FAR) Clauses for Blanket Purchase Agreement (BPA)  
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review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of clause)

**HSAR 3052.245-70      GOVERNMENT PROPERTY REPORTS (JUN 2006)**

(a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on DHS Form 0700-5, Contractor Report of Government Property.

(End of clause)

The following FAR clauses are hereby incorporated by reference:

FAR 52.204-2	Security Requirements	(AUG 1996)
FAR 52.204-9	Personal Identity Verification of Contractor Personnel	(NOV 2006)
FAR 52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	(FEB 2007)

Metropolitan Interpreters  
GSA Rate: 10.26%

HSCEOP-07-A-00034 GS-10F-0292K

BASE YEAR

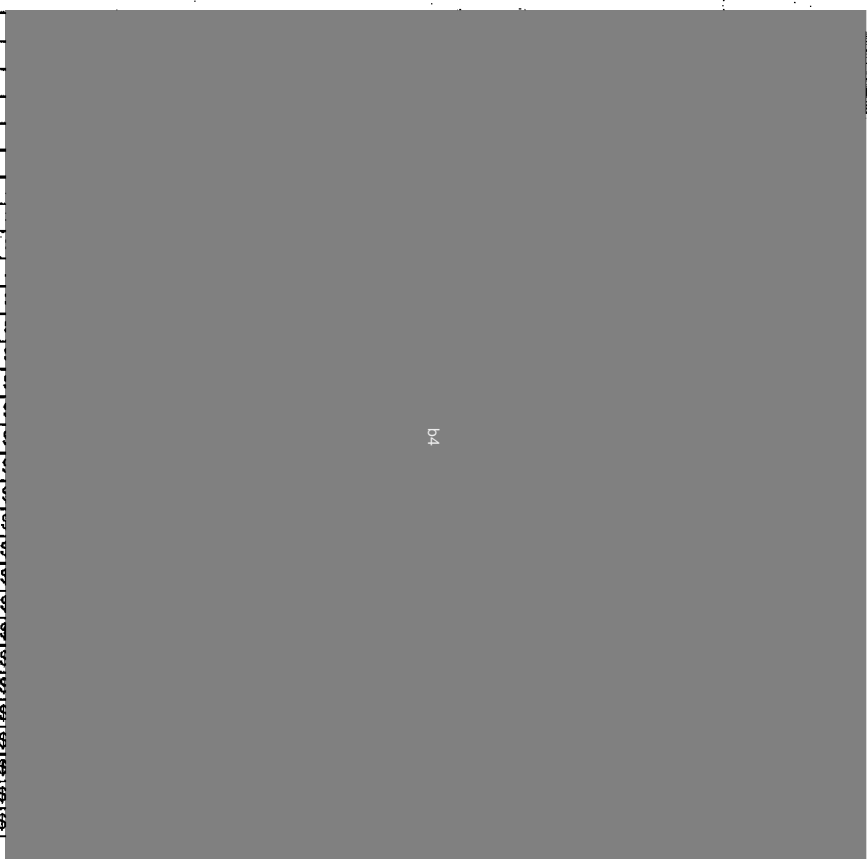
SCHEDULE B

\*\* Open Market- 4hr. Minimum

#	Language Labor Categories	OPEN MKT
1	Afrikaans	
2	Albanian	
3	Amharic	
4	Arabic	
5	Armenian	
6	Assyrian	
7	Azeri (Azerbaijani)	
8	Bahasa/Malay	
9	Baloch	X
10	Balochi	X
11	Baluchi	X
12	Baltic States (Latvian, Lithuanian)	
13	Bengali	
14	Berber dialects	X
15	Burmese	
16	Byelorussian	
17	Cambodian	
18	Cebuano/Visayan	
19	Chamorro	X
20	Chikewa	X
21	Chimora	X
22	Chin	X
23	Chinese/Cantonese/Mandarin	
24	Creole	
25	Creole Patois	
26	Danish	
27	Dari	
28	Dari/Tajiki	
29	Dinka	X
30	Dutch	
31	Eastern European (Polish)	
	Eastern European (Bosnian-Croatian, Bulgarian, Czech, Croatian, Serbian, Serbo Croatian, Slovak, Slovenian)	
32		
	Eastern European (Belorussian, Hungarian, Macedonian, Romanian, Ukrainian, Yugoslavian)	
33		
34	Estonian	
35	English	
36	Ewe	X
37	Farsi	



38	Finnish	
39	Flemish	
40	French	
41	French, Canadian	
42	French Patois	
43	Fukien	
44	Fu Iani/Hesua/Ibo/Yoruba	
45	Fuzhou	
46	Ga	X
47	Georgian	
48	German	
49	Greek	
50	Gujarati	
51	Guyanese	X
52	Haitian Creole	
53	Hakka	
54	Hakka dialects	
55	Hausa	
56	Hebrew	
57	Hindi	
58	Hmong	X
59	Icelandic	X
60	Ilocano	
61	Indonesian	
62	Italian	
63	Japanese	
64	Kachin	X
65	Kanjobal	X
66	Kashmiri	X
67	Kazakh	



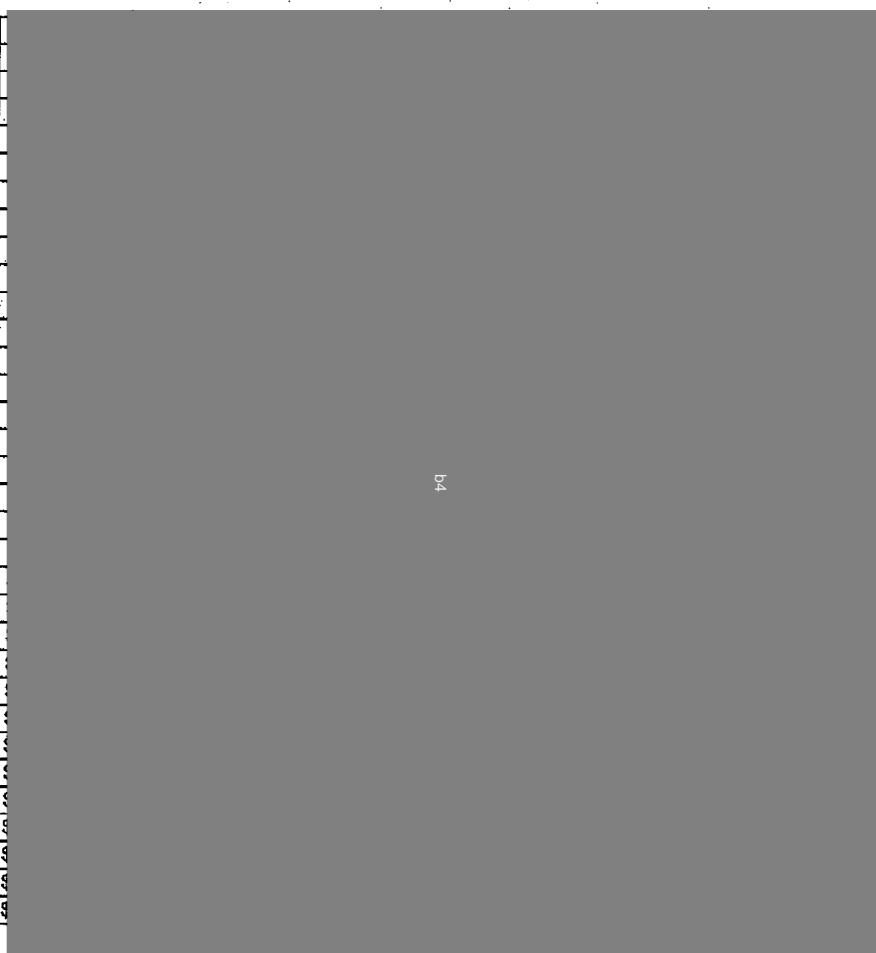
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68	Khmer	X
69	Kikongo/Kingona	X
70	Kirghiz	X
71	Kinyarwanda	X
72	Korean	
73	Krio	X
74	Kurdish	
75	Lao	
76	Lapp	X
77	Lingala	X
78	Luxembourgeoisch	X
79	Malagasy	X
80	Malaysian	
81	Malayalam	
82	Malayo-Polynesian	
83	Maltese	
84	Mandalay	X
85	Marathi	
86	Mintzei (Fuzhou)	
87	Minnan (Hokkien-Taiwanese)	
88	Moldovan	X
89	Mongolian	X
90	Mon-Khmer	X
91	Moshi-Dagomba	X
92	Nepali	
93	Norwegian	
94	Papiamentu	X
95	Pashai	X
96	Pashu/Pashto	
97	Patois	
98	Philippine/Tagalog	
99	Portuguese, Continental	
100	Portuguese	
101	Punjabi	
102	Romani	
103	Russian	
104	Samoan	
105	Sanskrit	X
106	Shan	X
107	Shona	X
108	Sindhi	X
109	Sinhalese	
110	Sinhala	X

111	Somali	
112	Sotho	X
113	Spanish	
114	Spanish, Castilian	
115	Surname Tongo	X
116	Swahili	
117	Swedish	
118	Tajik	X
119	Taiwanese	
120	Tajik	
121	Takl-Takl	X
122	Tamil	
123	Telugu	X
124	Thai	
125	Tibetan	X
126	Tigrinya	
127	Tongan	
128	Turkic	
129	Turkish	
130	Turkmen	
131	Twi	
132	Urdu	
133	Uzbek	
134	Vietnamese	
135	Wenzhou	X
136	Wolof	
137	Wu (Shanghainese)	
138	Xiang	X
139	Xhosa	X
140	Yiddish	
141	Yue (Cantonese)	
142	Yunnanese	X
143	Zulu	



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Metropolitan Interpreters  
G&A Rate: 10.26%

HSCEOP-07-A-00034 GS-10F-0292K

YEAR 1

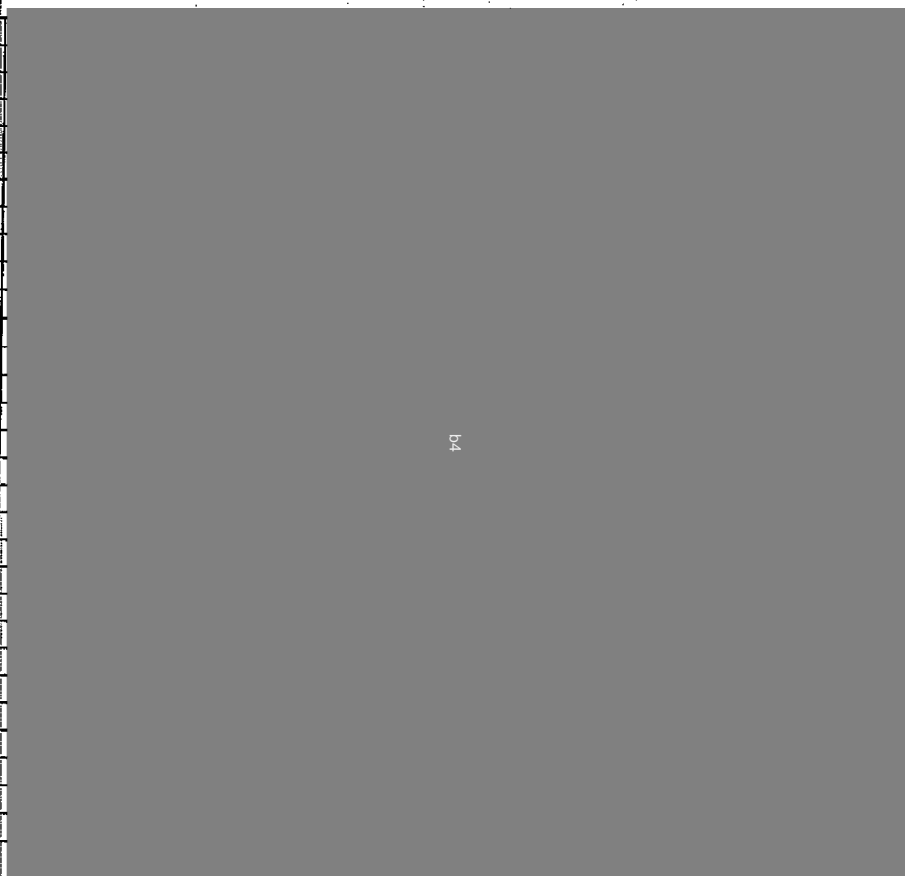
SCHEDULE B

\*\* Open Market- 4hr. Minimum

#	Language Labor Categories	OPEN MKT
1	Afrikaans	
2	Albanian	
3	Amharic	
4	Arabic	
5	Armenian	
6	Assyrian	
7	Azeri (Azerbaijani)	
8	Bahasa/Malay	
9	Baloch	X
10	Balochi	X
11	Baluchi	X
12	Baltic States (Latvian, Lithuanian)	
13	Bengali	
14	Berber dialects	X
15	Burmese	
16	Byelorussian	
17	Cambodian	
18	Cebuano/Visayan	
19	Chamorro	X
20	Chichewa	X
21	Chimora	X
22	Chin	X
23	Chinese/Cantonese/Mandarin	
24	Creole	
25	Creole Patois	
26	Danish	
27	Dari	
28	Dari/Tajiki	
29	Dinka	X
30	Dutch	
31	Eastern European (Polish)	
	Eastern European (Bosnian-Croatian, Bulgarian, Czech, Croatian, Serbian, Serbo-Croatian, Slovak, Slovenian)	
32		
	Eastern European (Belorussian, Hungarian, Macedonian, Romanian, Ukrainian, Yugoslavian)	
33		
34	Estonian	
35	English	
36	Ewe	X
37	Farsi	

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38	Finnish	
39	Flemish	
40	French	
41	French, Canadian	
42	French Patois	
43	Fukien	
44	Fulani/Hasua/Ibo/Yoruba	
45	Fuzhou	
46	Ga	X
47	Georgian	
48	German	
49	Greek	
50	Gujarati	
51	Guyanese	X
52	Haitian Creole	
53	Hakka	
54	Hakka dialects	
55	Hausa	
56	Hebrew	
57	Hindi	
58	Hmong	X
59	Icelandic	X
60	Ilocano	
61	Indonesian	
62	Italian	
63	Japanese	
64	Kachin	X
65	Kanjobat	X
66	Kashmiri	X
67	Kazakh	



68	Khmer	X
69	Kikongo/Kingiona	X
70	Kirghiz	X
71	Kiriyarwanda	X
72	Korean	
73	Krio	X
74	Kurdish	
75	Lao	
76	Lapp	X
77	Lingala	X
78	Luxembourgesch	X
79	Malagasy	X
80	Malaysian	
81	Malayalam	
82	Malayo-Polynesian	
83	Maltese	
84	Mandalay	X
85	Marathi	
86	Minbei (Fuzhou)	
87	Minnan (Hokkien-Taiwanese)	
88	Moldovan	X
89	Mongolian	X
90	Mon-Khmer	X
91	Moshi-Dagomba	X
92	Nepali	
93	Norwegian	
94	Papiamentu	X
95	Pashai	X
96	Pashu/Pashto	
97	Patois	
98	Philippine/Tagalog	
99	Portuguese, Continental	
100	Portuguese	
101	Punjabi	
102	Romanian	
103	Russian	
104	Samoan	
105	Sanskrit	X
106	Shan	X
107	Shona	X
108	Sindhi	X
109	Sindhalese	
110	Sinhala	X

111	Somali	
112	Sotho	X
113	Spanish	
114	Spanish, Castilian	
115	Surname Tongo	X
116	Swahili	
117	Swedish	
118	Tajik	X
119	Taiwanese	
120	Tajik	
121	Tak-Tak	X
122	Tamil	
123	Telugu	X
124	Thai	
125	Tibetan	X
126	Tigrinya	
127	Tongan	
128	Turkic	
129	Turkish	
130	Turkmen	
131	Twi	
132	Urdu	
133	Uzbek	
134	Vietnamese	
135	Wenzhou	X
136	Wolof	
137	Wu (Shanghaiese)	
138	Xiang	X
139	Xhosa	X
140	Yiddish	
141	Yue (Cantonese)	
142	Yunnanese	X
143	Zulu	

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Metropolitan Interpreters  
G&A Rate: 10.28%

HSCEOP-07-A-00034 GS-10F-0292K

YEAR 2

SCHEDULE B

\*\* Open Market- 4hr. Minimum

#	Language Labor Categories	OPEN MKT
1	Afrikaans	
2	Albanian	
3	Amharic	
4	Arabic	
5	Armenian	
6	Assyrian	
7	Azeri (Azerbaijani)	
8	Bahasa/Malay	
9	Baloch	X
10	Balochi	X
11	Baluchi	X
12	Baltic States (Latvian, Lithuanian)	
13	Bengali	
14	Berber dialects	X
15	Burmese	
16	Byelorussian	
17	Cambodian	
18	Cebuano/Visayan	
19	Chamorro	X
20	Chikewa	X
21	Chimora	X
22	Chin	X
23	Chinese/Cantonese/Mandarin	
24	Creole	
25	Creole Patois	
26	Danish	
27	Dari	
28	Dari/Tajiki	
29	Dinka	X
30	Dutch	
31	Eastern European (Polish)	
	Eastern European (Bosnian-Croatian, Bulgarian, Czech, Croatian, Serbian, Serbo-Croatian, Slovak, Slovenian)	
32		
	Eastern European (Belorussian, Hungarian, Macedonian, Romanian, Ukrainian, Yugoslavian)	
33		
34	Estonian	
35	English	
36	Ewe	X
37	Farsi	

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38	Finnish	
39	Finnish	
40	French	
41	French, Canadian	
42	French Patois	
43	Fukien	
44	Fulani/Hasua/Ibo/Yoruba	
45	Fuzhou	
46	Ga	X
47	Georgian	
48	German	
49	Greek	
50	Gujarati	
51	Guyanese	X
52	Haitian Creole	
53	Hakka	
54	Hakka dialects	
55	Hausa	
56	Hebrew	
57	Hindi	
58	Hmong	X
59	Icelandic	X
60	Ilocano	
61	Indonesian	
62	Italian	
63	Japanese	
64	Kachin	X
65	Kanjbal	X
66	Kashmiri	X
67	Kazakh	

68	Khmer	X
69	Kikongo/Kingona	X
70	Kirghiz	X
71	Kinyarwanda	X
72	Korean	
73	Kro	X
74	Kurdish	
75	Lao	
76	Lapp	X
77	Lingala	X
78	Luxembourgesch	X
79	Malagasy	X
80	Malaysian	
81	Malayalam	
82	Malayo-Polynesian	
83	Maltese	
84	Mandalay	X
85	Marathi	
86	Mihbei (Fuzhou)	
87	Minnan (Hokkien-Taiwanese)	
88	Moldovan	X
89	Mongolian	X
90	Mo-Khmer	X
91	Moshi-Dagomba	X
92	Nepali	
93	Norwegian	
94	Papiamentu	X
95	Pashai	X
96	Pashtu/Pashto	
97	Patois	
98	Philippine/Tagalog	
99	Portuguese, Continental	
100	Portuguese	
101	Punjabi	
102	Romani	
103	Russian	
104	Saricoan	
105	Sanskrit	X
106	Shan	X
107	Shona	X
108	Sindhi	X
109	Sinhalese	
110	Sinhala	X

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111	Somali	
112	Sotho	X
113	Spanish	
114	Spanish, Castilian	
115	Sunname Tongo	X
116	Swahili	
117	Swedish	
118	Tadjik	X
119	Taiwanese	
120	Tajik	
121	Takl-Takl	X
122	Tamil	
123	Telugu	X
124	Thai	
125	Tibetan	X
126	Tighya	
127	Tongan	
128	Turkic	
129	Turkish	
130	Turkmen	
131	Twi	
132	Urdu	
133	Uzbek	
134	Vietnamese	
135	Wenzhou	X
136	Wolof	
137	Wu (Shanghaiese)	
138	Xiang	X
139	Xhosa	X
140	Yiddish	
141	Yue (Cantonese)	
142	Yunnanese	X
143	Zulu	

Metropolitan Interpreters  
G&A Rate: 10.26%

HSCEOP-07-A-00034 GS-10F-0292K

YEAR 3

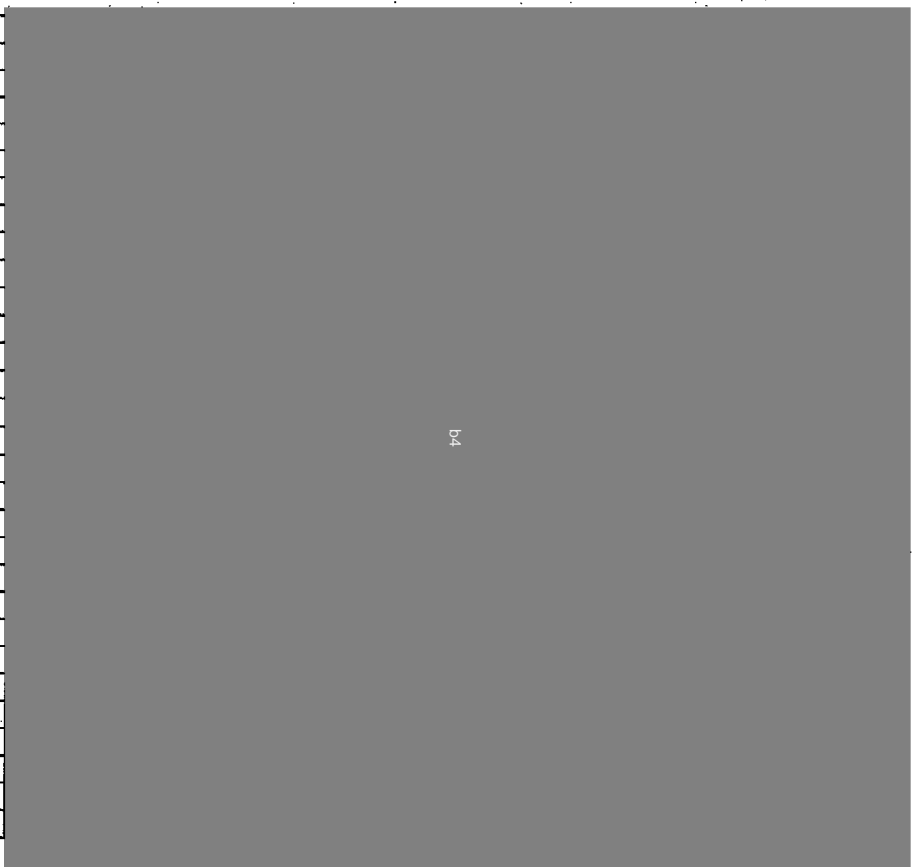
SCHEDULE B

\*\* Open Market- 4hr. Minimum

#	Language Labor Categories	OPEN MKT	CLIN 3001	CLIN 3002	CLIN 3003	CLIN 3004	CLIN 3005	CLIN 3006	CLIN 3007	CLIN 3008	CLIN 3009	
1	Afrikaans											
2	Albanian											
3	Amharic											
4	Arabic											
5	Armenian											
6	Assyrian											
7	Azeri (Azerbaijani)											
8	Bahasa/Malay											
9	Baloch	X										
10	Balochi	X										
11	Baluchi	X										
12	Baltic States (Latvian, Lithuanian)											
13	Bengali											
14	Berber dialects	X										
15	Burmese											
16	Byelorussian											
17	Cambodian											
18	Cebuano/Visayan											
19	Chamorro	X										
20	Chichewa	X										
21	Chimora	X										
22	Chin	X										
23	Chinese/Cantonese/Mandarin											
24	Creole											
25	Creole Patois											
26	Danish											
27	Dar											
28	Dari/Tajiki											
29	Dinka	X										
30	Dutch											
31	Eastern European (Polish)											
	Eastern European (Bosnian-Croatian, Bulgarian, Czech, Croatian, Serbian, Serbo-Croatian, Slovak, Slovenian)											
32												
	Eastern European (Belorussian, Hungarian, Macedonian, Romanian, Ukrainian, Yugoslavian)											
33												
34	Estonian											
35	English											
36	Ewe	X										
37	Farsi											

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38	Finnish	
39	Flemish	
40	French	
41	French, Canadian	
42	French Patois	
43	Fukien	
44	Fulani/Hausa/Ibo/Yoruba	
45	Fuzhou	
46	Ga	X
47	Georgian	
48	German	
49	Greek	
50	Gujarati	
51	Guyanese	X
52	Haitian Creole	
53	Hakka	
54	Hakka dialects	
55	Hausa	
56	Hebrew	
57	Hindi	
58	Hmong	X
59	Icelandic	X
60	Ilocano	
61	Indonesian	
62	Italian	
63	Japanese	
64	Kachin	X
65	Kanjobal	X
66	Kashmiri	X
67	Kazakh	



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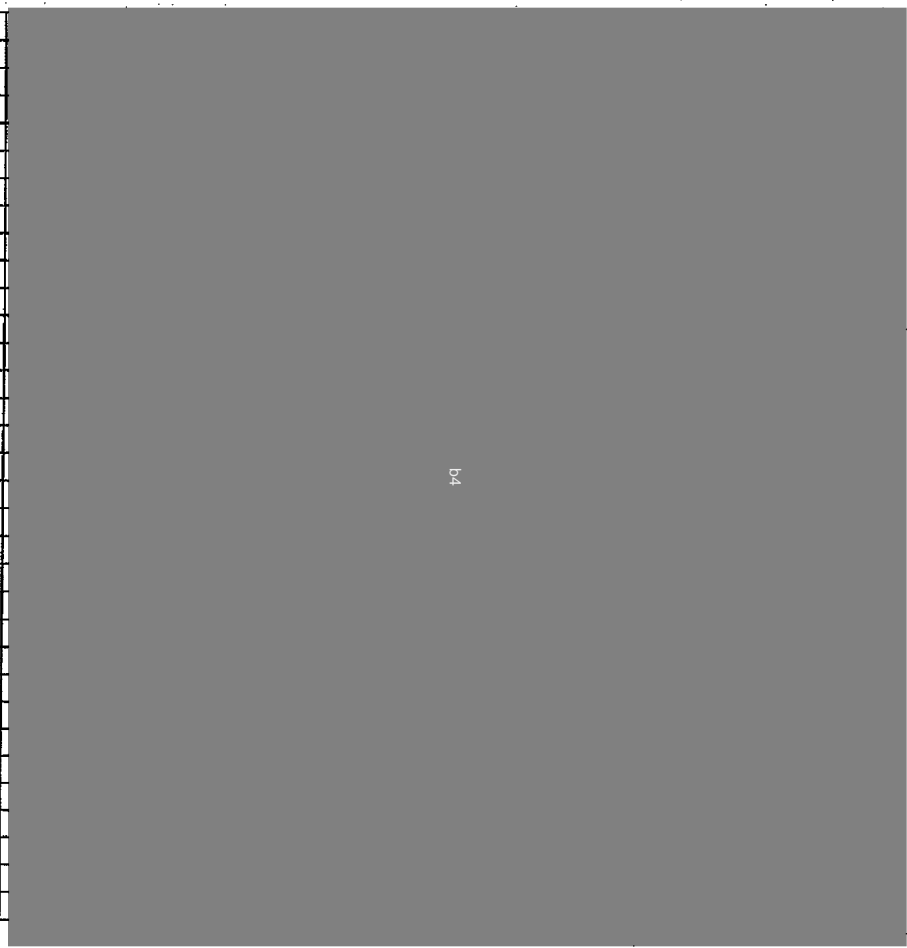
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68	Khmer	X
69	Kikongo/Kingona	X
70	Kirghiz	X
71	Kinyarwanda	X
72	Korean	
73	Krio	X
74	Kurdish	
75	Lad	
76	Lapp	X
77	Lingala	X
78	Luxembourgisch	X
79	Malagasy	X
80	Malaysian	
81	Malayalam	
82	Malayo-Polynesian	
83	Maltese	
84	Mandalay	X
85	Marathi	
86	Minbei (Fuzhou)	
87	Minnan (Hokkien-Taiwanese)	
88	Moldovan	X
89	Mongolian	X
90	Mori-Khmer	X
91	Moshi-Dagomba	X
92	Nepali	
93	Norwegian	
94	Papiamentu	X
95	Pasjaj	X
96	Pashu/Pashlo	
97	Patois	
98	Philippine/Tagalog	
99	Portuguese, Continental	
100	Portuguese	
101	Punjabi	
102	Romani	
103	Russian	
104	Samoan	
105	Sanskrit	X
106	Shan	X
107	Shona	X
108	Sindhi	X
109	Sindhalese	
110	Sinhala	X

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111	Somali	
112	Sotho	X
113	Spanish	
114	Spanish, Castilian	
115	Suriname Tongo	X
116	Swahili	
117	Swedish	
118	Tadjik	X
119	Taiwanese	
120	Tajik	
121	Takl-Taki	X
122	Tamil	
123	Telugu	X
124	Thai	
125	Tibetan	X
126	Tigrinya	
127	Tongan	
128	Turkic	
129	Turkish	
130	Turkmen	
131	Twi	
132	Urdu	
133	Uzbek	
134	Vietnamese	
135	Wenzhou	X
136	Wolof	
137	Wu (Shanghainese)	
138	Xiang	X
139	Xhosa	X
140	Yiddish	
141	Yue (Cantonese)	
142	Yunnanese	X
143	Zulu	



Metropolitan Interpreters  
G&A Rate: 10.26%

HSCEOP-07-A-00034 GS-10F-0292K

YEAR 4

SCHEDULE B

\*\* Open Market- 4hr. Minimum

#	Language Labor Categories	OPEN MKT
1	Afrikaans	
2	Albanian	
3	Amharic	
4	Arabic	
5	Armenian	
6	Assyrian	
7	Azeri (Azerbaijani)	
8	Bahasa/Malay	
9	Baloch	X
10	Balochi	X
11	Baluchi	X
12	Baltic States (Latvian, Lithuanian)	
13	Bengali	
14	Berber dialects	X
15	Burmese	
16	Byelorussian	
17	Cambodian	
18	Cebuano/Visayan	
19	Chamorro	X
20	Chichewa	X
21	Chimora	X
22	Chin	X
23	Chinese/Cantonese/Mandarin	
24	Creole	
25	Creole Patois	
26	Danish	
27	Dari	
28	Dari/Tajiki	
29	Dinka	X
30	Dutch	
31	Eastern European (Polish)	
	Eastern European (Bosnian-Croatian, Bulgarian, Czech, Croatian, Serbian, Serbo-Croatian, Slovak, Slovenian)	
32		
	Eastern European (Belorussian, Hungarian, Macedonian, Romanian, Ukrainian, Yugoslavian)	
33		
34	Estonian	
35	English	
36	Ewe	X
37	Farsi	

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38	Finnish	
39	Flemish	
40	French	
41	French, Canadian	
42	French Patois	
43	Fukien	
44	Fu lan/Hasua/Ibo/Yoruba	
45	Fuzhou	
46	Ga	X
47	Georgian	
48	German	
49	Greek	
50	Gujarati	
51	Guyanese	X
52	Haitian Creole	
53	Hakka	
54	Hakka dialects	
55	Hausa	
56	Hebrew	
57	Hind	
58	Hmong	X
59	Icelandic	X
60	Ilocano	
61	Indonesian	
62	Italian	
63	Japanese	
64	Kachin	X
65	Kanjobat	X
66	Kashmiri	X
67	Kazakh	

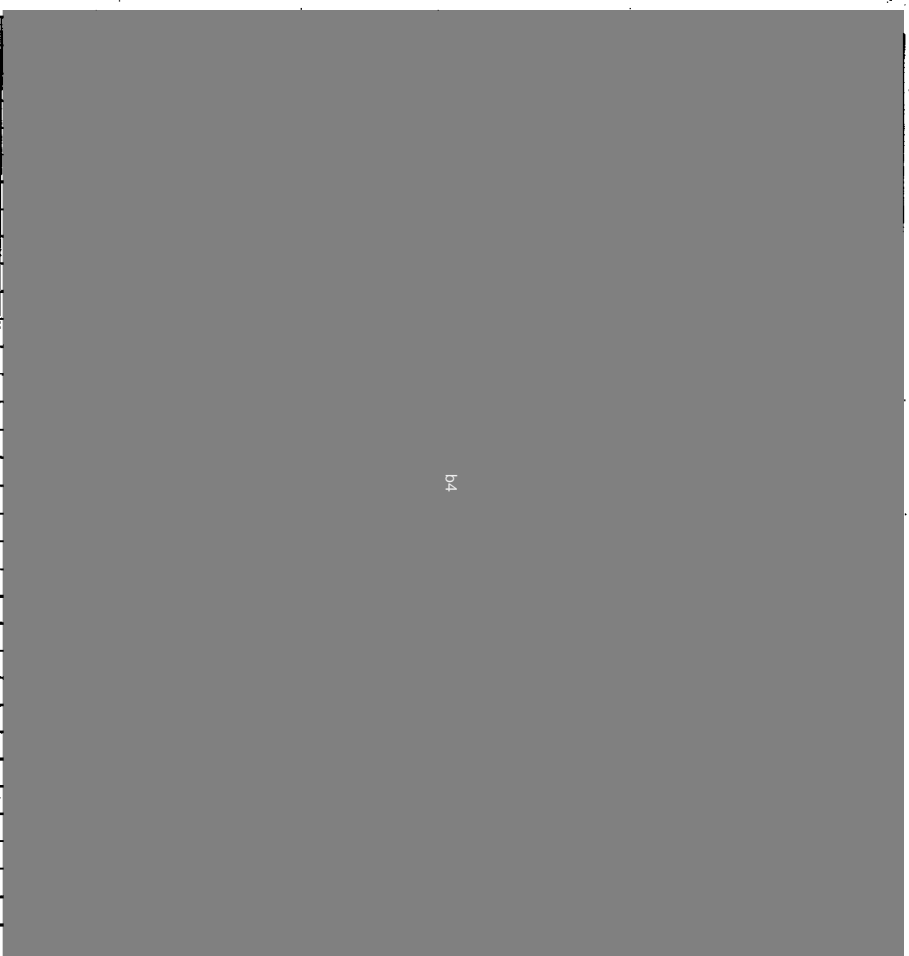
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68	Khmer	X
69	Kikongo/Kingona	X
70	Kirghiz	X
71	Kinyarwanda	X
72	Korean	
73	Krio	X
74	Kurdish	
75	Lao	
76	Lapp	X
77	Lingala	X
78	Luxembourgesch	X
79	Malagasy	X
80	Malaysian	
81	Malayalam	
82	Malayo-Polynesian	
83	Maltese	
84	Mandalay	X
85	Marathi	
86	Minbei (Fuzhou)	
87	Minnan (Hokkien-Taiwanese)	
88	Moldovan	X
89	Mongolian	X
90	Mori-Khmer	X
91	Moshi-Dagomba	X
92	Nepali	
93	Norwegian	
94	Papiamentu	X
95	Pashai	X
96	Pashtu/Pashto	
97	Patois	
98	Philippine/Tagalog	
99	Portuguese, Continental	
100	Portuguese	
101	Punjabi	
102	Romani	
103	Russian	
104	Samoan	
105	Sanskrit	X
106	Shan	X
107	Shona	X
108	Sindhi	X
109	Sinhalese	
110	Sinhala	X

111	Somali	
112	Sonho	X
113	Spanish	
114	Spanish, Castilian	
115	Suriname Tongo	X
116	Swahili	
117	Swedish	
118	Tadjik	X
119	Taiwanese	
120	Tajik	
121	Tak-Taki	X
122	Tamil	
123	Telugu	X
124	Thai	
125	Tibetan	X
126	Tigrinya	
127	Tongan	
128	Turkic	
129	Turkish	
130	Turkmen	
131	Twi	
132	Urdu	
133	Uzbek	
134	Vietnamese	
135	Wenzhou	X
136	Wolof	
137	Wu (Shanghainese)	
138	Xiang	X
139	Xhosa	X
140	Yiddish	
141	Yue (Cantonese)	
142	Yunnanese	X
143	Zulu	



**PERFORMANCE WORK STATEMENT (PWS)**

**TO PROVIDE  
TITLE III AND NON-TITLE III TRANSLATION AND INTERPRETATION SERVICES**

**DEPARTMENT OF HOMELAND SECURITY  
Immigration and Customs Enforcement (ICE)**

**General Requirements**

## 1.0 INTRODUCTION

ICE 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 shall be provided on an as-needed basis and shall support the efforts of the ICE.

The objective of this solicitation is to establish multiple blanket purchase agreements (BPAs), for various language translation services. The resultant BPAs will provide a streamlined acquisition approach to obtain the services of qualified and experienced language professionals. ICE will issue calls to GSA Schedule Holder contractors in accordance with the Ordering Procedures contained in the solicitation. A call may contain any service described herein and shall outline specific requirements in accordance with applicable statutes and regulations.

## 2.0 BACKGROUND

The mission of the ICE is to "protect America and uphold public safety. We fulfill this mission by identifying criminal activities and eliminating vulnerabilities that pose a threat to our nation's borders, as well as enforcing economic, transportation and infrastructure security. By protecting our national and border security, ICE seeks to eliminate the potential threat of terrorist acts against the United States."

## 3.0 SCOPE

ICE is soliciting Language Services to enable ICE to improve communications in its efforts to enforce the immigration and customs laws and to protect the United States against terrorist attacks, targeting illegal immigration activities. These services will facilitate the elimination of language barriers to improve the performance, quality and efficiency of operations. The contractor shall provide a full range of Translation and Interpretation Services to ICE.

The Contractor shall furnish the services directed by an order, as well as transportation, security clearance(s) and background investigation verification, and other items or services necessary to perform the work described in this PWS, except as specified as Government furnished equipment.

### Title III and other Intercepts (GSA Schedule 738 II Language Services)

The Contractor shall monitor or listen to live or recorded court authorized and otherwise legally obtained conversations and shall translate/transcribe same into the English language equivalent. These monitored conversations may represent telecommunications or other device-type monolog or dialog.

Contractor personnel shall utilize system workstations to process the audio recordings/conversations.

The Contractor shall perform production control in accordance with U.S. Law and ICE procedures. The Contractor shall conduct translation/transcription, validation checks and error correction of conversation transcripts as they occur during the course of the overall intercept process and not

during a post-intercept time frame. In addition, the contractor shall be responsible for scheduling functions, review work product and other source documents for completeness, enter data as required by the local wire room supervisor or other authority directing applicable procedures, and secure the work product.

#### **4.0 GENERAL REQUIREMENTS**

##### **4.1 Definitions of General Requirements**

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 BPAs as defined below.

- **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.
- **Transcribe.** To render the spoken word of a language into the written form of the same language.
- **Translate.** To render the spoken or written word of one language into the written form of another language.
- **Interpret.** To translate spoken words orally and simultaneously from a foreign language into English, or to translate spoken words from English into a foreign language.
- **Validate.** A review conducted by someone other than the individual performing the original translation, transcription, or quality control review of the specified original work, in order to attest to the accuracy of the final work.
- **Supervise.** To plan and organize work activities; to assign, direct and evaluate other personnel.
- **Summarize.** To provide a typed, concise and accurate synopsis of oral or written communications intercept that contains the identity of the speakers or correspondents, as well as all locations and events mentioned that pertain to the subject of the communication.
- **Native/Near-Native.** Place of birth or of immediate origin in a specific place.

##### **4.1.1 Definition of Terms**

###### **TRANSLATOR/TRANSCRIBER** -

Individual who translates from recorded foreign language conversations and prepares a document showing verbatim words from the conversation and the recording and the English equivalent. End product is stored on a removable media with a printed copy.

###### **INTERPRETOR** -

Individual who provides simultaneous translation from foreign language to English equivalent from face-to-face interview, consensual telephone conversation or as a third party to live conversation (No transcription or written verbatim record prepared by interpreter).

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###### **MONITOR/TRANSLATOR** -

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Individual who translates from live foreign language telephone or other live conversation, keeping a phone or conversation log, providing instantaneous interpretation service for the special agent wire room supervisor, who determines whether the conversation is of value/consequence to the investigation. All telephone conversations are recorded, as directed by the special agent wire room supervisor. When not engaged in providing interpretative service, the monitor shall transcribe previously recorded telephone conversations, the end product of which is prepared on a workstation using a word processing program, stored on a removable media with one printed, final copy. Pricing is determined based on the hourly rate of the principal foreign language being monitored.

#### **4.2 Translation Services**

The contractor shall provide written conversions of source texts in one language into target texts written in another language, with the meaning and intent of the original source text (translation). Services shall include translation of documentation by technically qualified and experienced native-speaking language specialists, proofing, editing, and client consultation for product assessment, glossary development, final production layout and output, in the required media format (i.e., hardcopy or electronic). The required field of expertise include, but are not limited to, the translation of Business, Legal, Medical and Technical documents, Manuals, Web sites, Multimedia, Intranet, Video, Audio and Software Localization in accordance with the requirements and timeframes established in the BPA call. The contractor shall provide quality multilingual translations that are accurate, clear and are culturally and politically sensitive to the social environment of the target reader/audience.

#### **Transcription of Foreign Documents:**

Provide transcription services for foreign court records, arrest records, passports, and, in some cases, an entire book. Certain documents shall require some degree of formatting. All documents shall require certification that they comport with 8 CFR 1003.33.

#### **4.3 Interpretation Services**

The contractor shall provide support services to agencies by providing oral multilingual interpretation (simultaneous and/or consecutive) services for meetings, conferences, seminar, litigation proceedings, briefings, training, escort and other forms of voice communication requirements from a source language to the target language. Sign Language is included. Services shall be performed by professional and experienced interpreters that possess demonstrated proficiency levels that range from the ability to speak the language with sufficient structural accuracy and vocabulary, to participate effectively in most formal and informal conversations on practical, social and professional topics at a minimum. The maximum proficiency level will demonstrate that of a highly articulate well-educated native speaker which reflects the cultural standards of the country where the language is natively spoken. The requesting agency shall specify in the call or order, the language requirement, location, dates and times and any required certifications or accreditation necessary.

The contractor shall provide consultation and planning assistance to requesting agencies for conference interpretation services to determine interpretation team and equipment requirements, when necessary. The contractor shall be required to confirm availability and acceptance of specified tasks for scheduling purposes.

#### 4.4 Languages

The Contractor shall provide Linguist(s) fluent in languages ordered. All Linguists shall be fluent in English. Under the BPAs, the government shall require, at a minimum, Linguist(s) be fluent in languages specified in the listing at the end of the PWS. During the life of the BPAs, the Government may also require Linguist(s) fluent in languages other than the languages specified. The listing sets forth a comprehensive, though not exhaustive, list of languages the Government could require.

##### 4.4.1 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 is required for all linguists prior to assignment. Testing shall have occurred no more than five years ago. In-house testing by companies that provide linguistics services will not be accepted. ICE 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 results are:

- *By the U.S. Government:* 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). A proficiency rating of 3 or above in speaking, listening, reading, writing, and congruity judgment in the source 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, but this certification is provided only for Spanish to/from English, Navajo to/from English, and Haitian Creole to/from English.
- *By the State Courts:* Several states have a certification program for court interpreters, while some states have a Registry of Tested Interpreters based on Qualifications Examinations. Persons who pass the Qualifications Examination are eligible to be included in the Registry of Tested Interpreters. Certification or inclusion on the Registry of Tested Interpreters by any of the following members of the Consortium for State Court Interpreter Certification is acceptable proof of language proficiency: (1) Arkansas; (2) California; (3) Colorado; (4) Delaware; (5) Florida; (6) Georgia; (7) Hawaii; (8) Idaho; (9) Illinois; (10) Maryland; (11) Massachusetts; (12) Michigan; (13) Minnesota; (14) Missouri; (15) Nebraska; (16) New Jersey; (17) New Mexico; (18) North Carolina; (19) Oregon; (20) Utah; (21) Virginia; (22) Washington; and (23) Wisconsin. The languages that are certified or tested will vary depending on each state's



requirements. Certification as a Court Interpreter by the Administrative Office of the U.S. Courts or by the State Courts is acceptable, but is not required unless a Certified Court Interpreter(s) is the subject of a Call. Any Certified Court Interpreters that are assigned to other linguistic duties under the BPAs shall be paid at the rate for the labor category to which assigned.

➤ *By Private Language Testing Institutions:* A = Advanced, S = Superior, or H = High skill levels in speaking, listening, reading, and writing in the source language. 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 ICE's endorsement of any of the associations):

ALTA Language Services (ALTA)  
American Translators Association (ATA)  
American Council of Teachers of Foreign Languages (ACTFL)  
Bay Area Court Interpreters  
California Court Interpreters Association  
California Federation of Interpreters, Inc.  
Central Intelligence Agency (CIA)  
Defense Language Proficiency Test (DLPT)  
Defense Language Institute (DLI)  
Educational Testing Services (ETS)  
Foreign Service Institute (FSI)  
National Association of Judiciary Interpreters & Translators  
Northern California Translators Association  
Peace Corps  
Southern California Translators Association  
Translators and Interpreters Guild

#### 4.4.1.2 Language Proficiency Waivers

The Government 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, the Contractor, along with a justification for the proposed waiver, shall submit a waiver request. The waiver request will be reviewed and concurred by the COTR and shall be forwarded to the CO for approval. The CO may delegate this approval authority to the COTR. If the waiver is granted, the individual is authorized to perform under that call in accordance with the labor category qualification requirements specified in this section of the BPAs. A waiver will be valid for a period of 12 months, during which time the linguist must obtain written proof of proficiency at an acceptable level.

#### 4.4.2 Linguists/Supervisors

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

- a. Monitoring (listening to), recording, translating, transcribing, and synthesizing the content of real-time oral communications' intercepts.
- b. Transcribing from storage media, including but not limited to: audiocassettes, videocassettes 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 simultaneously.

The actual number of contract personnel required may vary daily to accommodate increased or decreased 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 available on an as-needed basis.

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.

The supervisor shall plan and organize work activities; assign, direct and evaluate other personnel.

#### **4.5 Quality Control**

The Contractor shall develop a Quality Control Plan (QC Plan) for the term of the BPAs that establishes and maintains well-documented quality control procedures that ensure the production and deliverance of acceptable performance in accordance with this PWS. The QC Plan shall assure adequate quality control throughout all areas of performance, and shall be implemented to assure reliability and effective performance. The Government reserves the right to review the quality controls established, and to evaluate its effective use in the performance of the requirements under the BPAs. 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 Quality Control Plan requirements for all Subcontractor(s).

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, and any corrective action taken. Upon request, this file shall be made available to the Government during the period of performance.
  - d. Description of the procedures used to ensure that transcripts and translations shall be accurate versions of the original documents, or copied tapes, without omissions, translation or typographical errors. All 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 ensuring that, at a minimum, a review of all intercepted calls is conducted; reviewing 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 COTR and provide documentation of the errors in writing, correct the line sheets and present the line sheets to the COTR 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.
- 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.

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 COTR within five (5) working days.

#### **4.6 Privacy and Security**

This requirement deals with sensitive data and privacy act information, making it imperative that all personnel meet all security clearance requirements. Personnel employed by the Contractor shall either currently possess or be able to favorably pass the security background investigation (BI) required by ICE Policy and Procedure in compliance with Department of Homeland Security policy and Management Directive 11055. The Contractor shall submit all required security paperwork prior to the assignment of personnel to this task.

ICE Clearance - the ICE Office of Security must clear all translators/transcribers, interpreters and monitor transcribers. It is the responsibility of the Contractor to obtain and properly complete the SF-85P or 86, as well as any other information required by the Government. All individuals performing services under the terms of this contract must be able and willing to provide certified testimony in court relating to services provided and accuracy of end product.

Each prospective contract or subcontract employee must furnish the following documents to the COTR in the form and format indicated. Blank forms not included as attachments to the contract will be provided by the COTR. The forms shall be completed and submitted to the COTR at least 60 business days prior to the use of services of prospective employees who will be performing under this contract.

- Form FD-258 (Applicant Fingerprint Card - three (3) cards)
- Drug Use Statement (one copy with original signature)
- Authorization for Credit Release (one copy with original signature)
- Standard Form (FS) 86 or 85P Questionnaire for National Security Positions (original and one copy) on the Authorization for Release of Medication information; signature must be less than 60 days old when the processing package arrives at ICE for processing). Note: A number of questions on the SF-86 have a 7-year time frame. The following questions must be answered using a 10-year time frame:

Question 9: Residence Question 10: Education Question 11: Employment Question 12: References Question 13: Medical Question 14: Discharges Question 15: Police Record Question 16: Court Actions

- For "sensitive" positions only: A statement that the individual has resided in the United States for three of the last five years immediately prior for the particular call
- The individual must be a citizen (either by birth or naturalization) or a national of the United States, an alien registered by the Bureau of Citizenship and Immigration Services (CIS) to a class of immigrants authorized to be employed, or an individual alien who is expressly authorized by the CIS to be employed. The Contractor shall verify and maintain documentation that all of its employees engaged in the performance of the duties of this contract are in compliance with the Code of Federal Regulations, Title 8, Subsection 274A.

Contractor Security Program - The Contractor shall pre-screen all persons proposed for work under this contract for suitability. To facilitate this process, the Contractor shall designate a Security Officer (and an alternate in case of primary Security Officer's absence) with the authority and responsibility for performing personnel security screening to the maximum extent practical. At a minimum, pre-screening shall include, but is not be limited to, verification of current home address, phone number, prior work experience, as well as witnessing the employee's signature on the aforementioned Drug Use Statement.

Other duties shall include, but not be limited to, the following: ensuring that all security forms are filled out correctly and completely and submitted to the COTR in a timely manner; ensuring that only cleared employees are authorized access to the project area; ensuring that contract employees are denied access to National Security information; and ensuring that contract employees do not remove ICE data or materials from the project area.

The Contractor shall provide a monthly status report of all Contractor employees seeking ICE security clearances. The report shall state the current status of all security clearances packages, dates these packages were submitted to the ICE COTR, dates security clearance notifications were received from ICE, how many are cleared, and how many are pending clearance. The date the report is due will be established by the COTR. The Contractor's Security Officer shall make every effort to avoid incurring unnecessary costs by the Government for BIs by pre-screening all applicants to ensure that all personnel furnished are reliable and of reputable background

and sound character. The following types of previous conduct, as discussed on the personnel security questionnaires, in a personal interview with the prospective contract employee, or disclosed as part of the BI, are grounds for mandatory disqualification for employment on an ICE contract:

- Conviction resulting from a felony, regardless of when the conviction occurred.
- Pending indictments or criminal charges. Any arrest or detention for an offense that could result in felony criminal charges.
- Currently serving probation for an offense that resulted from a criminal conviction.
- Current or prior illegal use of drugs: As a result of its law enforcement responsibilities, as well as the sensitive nature of its work, ICE has a compelling obligation to ensure a workplace that is free of illegal drugs. Current ICE Drug use policy states that, "applicants who are found, through investigation or personal admission, to have experimented with or used narcotics or dangerous drugs, except those medically prescribed, will not be considered for employment with ICE. Exceptions to this policy may be made for applicants who admit to experimental use of marijuana. Such applicants may be considered for employment if there is no evidence of regular, confirmed usage and the BI is otherwise favorable. Experimental use or use of any narcotic, dangerous drug or marijuana, except medically prescribed, after employment with ICE is cause for removal.
- Intentional false statement, deception, or fraud in appointment (e.g. altering, the condition of discharge on military discharge documents, altering college transcripts, falsely completing the appropriate security questionnaire (SF86) or other official documents used in the selection process. Conflicting statements of drug use within the appropriate security questionnaire (SF86) and the Drug Use Questionnaire, and/or the BI, will constitute a false statement.
- Default on a guaranteed student loan (without any attempt to repay such loans). Failure to honor any just debt, as may be indicated from the BI, credit check or self-admission, will constitute a default on credit. In these circumstances, the applicant will be required to correct any credit deficiencies prior to further processing of the security paperwork.
- Failure to pay income tax, or other Federal or state financial obligation.
- Failure to pay child support.
- Evidence of behavior that is disloyal to the United States, or reasonable doubt of loyalty to the United States.
- Dual citizenship (depending on the country and reasons for acquiring and maintaining it).
- For positions requiring access to sensitive information; has not resided in the United States for at least 3 out of the last 5 years.
- Failure to register for the Selective Service (males born after December 31, 1959).
- It is possible that issues concerning the hiring or retention of a contractor may be raised that are not addressed in these guidelines.

ICE may inquire into and examine a contract employee applicant's performance experience, conduct, character, judgment, stability, discretion, integrity, responsibility, and candor in determining his/her trustworthiness for contract employment with ICE. In making this determination, ICE may investigate and consider any matter that would reasonably subject the prospective contract employee to coercion; but no inference concerning susceptibility to coercion may be raised solely on the basis of race, color, religion, sex, national origin, disability, or sexual orientation. Conduct or behavior becomes germane to the adjudication of a BI when it offers the potential for undue influence, coercion, of exploitation that may cause the individual to act in a manner inconsistent with the mission of ICE.

In the event ICE or the Contractor has reasonable cause to believe that a prospective contract employee falls under any of the disqualification factors listed above, the prospective contract employee must be removed from consideration for performance under the contract. If a contract employee's BI results in a determination of unsuitability or is otherwise deemed unfavorable, the contract employee must be removed from further consideration for performance under the ICE contract. ICE reserves the right to refuse and/or terminate the service and access of any contract employee who is or may be judged a security risk. The COTR will inform the Contractor of the non-suitability of any translator. It is understood that a determination by ICE that a person is not suitable to perform work under this contract is not a denial, suspension, or revocation of a previously granted security clearance and is neither intended as nor shall be interpreted as a direction or recommendation to the contractor regarding the suitability of an individual for other employment outside the scope of any ICE contract.

Discretionary Factors - All available, reliable information about the person, past and present, favorable and unfavorable, will be considered in reaching a determination regarding whether to hire a contract employee. In evaluating the relevance of a person's conduct, the following factors may be considered:

- Nature, extent, and seriousness of the conduct.
- The circumstances surrounding the conduct, to include knowledgeable participation.
- The frequency and prevalence of the conduct.
- The individual's age and maturity at the time of the conduct.
- The voluntariness of participation.
- The motivation of the conduct.
- The potential for pressure, coercion, or duress.
- The likelihood of continuation or recurrence.

Note: To avoid a conflict of interest, it is critical that the contractor does not provide translation services to both ICE and the individual who is the subject of the case for which ICE pursued the translation. (e.g. If the contractor provides a translation to ICE for a case involving individual X, the contractor cannot provide the same services to individual X.)

#### **4.7 Time and Place of Performance**

The Contractor shall provide support as needed for each order, up to and including a seven-day workweek and a 24-hour day. The location will be determined per each order (see attached Work Request Authorization and attached list of locations and users for Detention and Removal Operations). Overtime may be required. If overtime is required, the Contractor will be notified prior to commencement of the order as determined by the ICE field office designee. Normal business hours are 8:00am to 4:30pm.

Transcription of work may only take place at a government facility or Contractor facility. When there is no government facility or acceptable contractor facility available, with the concurrence of the COTR, transcription work may be performed at an alternative location that must meet ICE security requirements. 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. A chain of custody must be maintained at all times. All Contractors' facilities must comply with ICE security requirements.

Under no circumstances will a linguist be permitted to transcribe/translate ICE material at his/her residence or at a public facility using a computer, or other equipment accessible by the public, i.e. a public library's computer, cyber cafe, etc.

Linguist(s) may be required to interpret for enforcement operations, which include but are not limited to search warrants, arrest warrants, debriefings, jail interviews, or any other investigative activity. Any such services will occur in a controlled environment with an agent present. Any notes made concerning the content of the conversation(s) will be given to the ICE Special Agent at the conclusion of the enforcement operation.

#### **4.8 Travel Costs**

Performance under the BPAs may require travel by Contractor personnel as directed by the Government for official business, to include subpoenas/testimony/appearances at Court-specified sites. Travel to be reimbursed for the actual costs incurred. Invoices shall be submitted in accordance with the Federal Travel Regulations and must be approved by the COTR prior to travel.

#### **4.9 Deliverables**

The Contractor shall be responsible for delivering all end items specified in the user procedures and for returning all source documentation in a timely manner. The following are deliverables that fall within the scope of this requirement:

- Completed transcripts of audio conversations. Removable media files, diskettes and work product documents provided to the Government Field Office as requested.
- Logs, records and files that are produced and/or maintained in performing the contracted functions.
- Call Status Reports and Staffing and Vacancy Reports in accordance with the terms of the call. Once the deliverables have been accepted it shall become the property of ICE.

##### **4.9.1 Reporting Requirements**

**Monthly Administrative Report:** 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 calls 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:

The monthly Administrative Report shall contain, at a minimum:

1. Financial Statement
2. Personnel Status
3. Security Packages Information

4. Miscellaneous Comments
5. Work performed under CLINs and amount per CLIN

Weekly Status Report: The Contractor shall provide a weekly status report of all Contractor employees working on any Work Request Authorizations. The report shall state each linguist's legal name, social security number, date cleared, and WRA currently working on. This report will be provided to the ICE Office of Investigation COTR(s) and Program Manager(s) by COB Wednesday of each week.

Ad Hoc Reports: The contractor shall provide Ad Hoc Reports as requested.

#### **4.10 Acceptance Criteria**

The Contracting Officer's Technical Representative (COTR) will issue acceptance for the delivery of services upon the successful completion of the tasks required under each order.

#### **4.11 Designation of Government Program Managers and COTRS**

The below named individual is designated as the Government's Program Manager: TBD

The Government Program Manager is responsible for providing "technical direction" and quality assurance for the overall program and BPA(s).

The below named individual is designated as the Government's COTR: TBD

The COTR is responsible for receiving all deliverables and inspecting and accepting the services provided in accordance with the terms and conditions of this BPA as well as providing direction to the contractor.

#### **4.12 Contractor Personnel**

The Contractor shall furnish qualified personnel and supervision to perform the work required by this PWS and the terms of the BPA. Contractor personnel assigned to this task shall be well versed and highly experienced with a wide variety of work product documents. Resumes of personnel possessing the qualifications required for the successful completion of this requirement shall be furnished to the Contracting Officer or his designated representative for review and approval prior to beginning performance.

The Contractor shall designate a full-time representative who shall be responsible for the following:

- Supervise Contractor personnel in the performance of their assigned duties.
- Provide instructions to Contractor employees and ensure that work progresses on schedule to meet the required deadlines, accuracy requirements, and rate of production.
- Coordinate with Government personnel in the assignment and prioritization of requested work.
- Scheduling work shifts of monitors. Ensuring overtime is performed only with the prior approval of the wire room supervisor and the concurrence of the COTR and/or program



manager. Ensuring double shifts for individuals are not scheduled or worked and that whenever possible, individual monitors will be off duty for a minimum of 16 hours between shifts.

- Assure that all deliverables are submitted as required.

#### **4.13 Performance Meetings**

For each order, the Contractor shall establish and maintain a work product procedure reference file to ensure that all procedures reflect the user requirements and system changes. The Contractor shall instruct each new or added employee regarding new and changed procedures. Performance Evaluation Meetings: At a minimum, Performance Evaluation Meetings should be held every six months during the BPAs 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 BPA 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 agreeable between the COTR and the Contractor. COTR approved performance meetings may also occur between the Contractor and other components. The purpose of any Performance Evaluation Meetings shall be to resolve any problems that arise during the performance of the BPAs. Written minutes of all Performance Evaluation Meetings will be prepared by the COTR and shall be signed by the Contractor.

### **5.0 TITLE III AND OTHER INTERCEPTS**

#### **5.1 Specific Services**

The Contractor shall monitor or listen to live or recorded court authorized and otherwise legally obtained conversations and shall translate/transcribe same into the English language equivalent. These monitored conversations may represent telecommunications or other device-type monolog or dialog.

Contractor personnel shall utilize system workstations to process the audio recordings/conversations. The Contractor shall perform production control and scheduling functions, review work product and other source documents for completeness, enter data as required by the local wire room supervisor or other authority directing applicable procedures, and secure the work product in accordance with U.S. Law and ICE procedures. The Contractor shall conduct translation/transcription, validation checks and error correction of conversation transcripts as they occur during the course of the overall intercept process and not during a post-intercept timeframe.

##### **5.1.2 Workload**

The Contractor shall monitor live audio and recorded conversations and process same upon the direction of designated Government personnel; all work products, including recordings, transcripts, call synopsis and other documents are considered to be an **URGENT** priority. Under Title III requests, the average numbers of lines intercepted have been 130 per year (averaging 2-3 lines per request), including spin-off or related intercepts.

**5.1.3 Transcription and/or Translation of Recorded Conversations**

The Contractor shall transcribe and/or translate recorded conversations that were derived from court ordered and/or consensual telephone (wire and wireless) intercepts. The recorded conversations shall be submitted on a disc format in the form of audio data or other recorded media files. The Government will, provide the necessary equipment for the transcription of the provided media, unless stated otherwise in the order. The transcripts shall be made available to the submitting office on a data disc for verification. These projects shall only be submitted with the prior authorization of the Title III Program Manager or designee.

**5.1.4 Job Processing**

The Contractor shall accurately transcribe all source documents according to standard practices as directed by the wire room supervisor and/ or as outlined in the training program materials for the intercept system utilized by the Government.

**5.1.5 Production Control and Scheduling**

Title III intercept requirements will vary with each order. The specific workload for each order should be outlined and agreed upon between the Government and the Contractor prior to the commencement of work associated with that order. The Contractor shall balance its staff with the daily workload to meet deadlines, turnaround and due-out schedules.

**5.1.6 Data Entry**

Transcription of source conversations will vary in complexity due to the language spoken and the rapidity of calls/conversations. The workload will move from simple to complex. Work requires the application of experience and skill in translating/interpreting, transcribing and documenting conversation. The Contractor shall review and analyze source conversations necessary, to accurately document conversations and activities.

**5.1.7 Incomplete and Illegible Source Conversations**

During the keying or review of any source conversations, the Contractor shall note the conversation as detailed in instructions from the wire room supervisor and/or supervising attorney.

**5.1.8 Verification**

The Contractor shall verify transcription work products in accordance with wire room and minimization instruction procedures and shall ensure that the accuracy of completed jobs meet the standards for performance of the order(s). Unless otherwise specified, all transcription work products shall be 100% verified.

**5.1.9 Completed Work Product Output Processing**

Transcription work products shall be transcribed to file according to due-out times established in the wire room / minimization instructions for the Title III intercept. The work product files shall be

the property of the Government and shall be stored on removable electronic storage media.

ICE needs services delivered at the time and place specified on the work order (see attached Work Request Authorization). Generally, this will be approximately 30 days from the date of submission of the work order, however, the contractor should be prepared to provide a 24 to 48 hour turn around in rare cases. (in advance of Hearings in Detention settings)

ICE requires the return of the original document along with a hardcopy of the transcription. This copy should include the necessary certification (8CFR1003.33), an original signature and the printed name of the translator.

To ensure there is an ability to track the document, submit all documents via DHL and expect that they be returned via DHL. ICE will pay this shipping cost.

#### **5.1.10 Hours of Performance for Title III**

The Contractor shall be prepared to provide Linguists for intercept activities 24 hours per day, seven (7) days per week. Generally, Linguists shall be required during three shifts, each eight and one-half (8 1/2) hours, per day. The start time for each shift will vary depending upon investigative requirements. Contractor personnel are entitled to one 30-minute meal period and two (2) fifteen minute breaks in an eight and one-half hour shift. Overtime, if authorized, shall be billable in accordance with the BPA. Wire(s) shall be covered at all times during a shift.

#### **5.1.11 Government Furnished Property –Title III**

The Government will furnish the following property and services to the Contractor, when available:

- Intercept workstations
- Dedicated telephone line(s)
- Transcription Equipment

The contractor shall be required to provide this equipment when notified and if not otherwise provided by the Government.

#### **5.1.12 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 of poor quality and cannot be enhanced, thereby making it difficult to hear what is being said. Example - There may be loud background noises such as television, radio or motor traffic.

#### **5.1.13 Removal and/or Bar from Worksite**

The Government reserves and maintains the absolute right to remove and or bar any Contractor employee(s) from an order worksite. Issues that could lead to a removal or bar include, but are not limited to, translation/transcription errors, poor work habits, and failure to follow wire room or

minimization requirements. An employee removed from an order worksite may be permanently barred from any other worksite for the life of this BPA. The Contractor shall be responsible for all costs related to replacement of the employee(s) identified for removal and may be barred from future participation in Government translation for failing to supply adequate replacement personnel in a timely manner as determined by the Government.

#### **6.0 Performance Requirements Summary**

Contractor performance under this PWS shall be measured by its ability to meet Acceptable Quality Levels (AQL). All work will be governed by meeting or exceeding the levels defined with Performance Standards and AQL.

Financial-based disincentives associated with the contractor's compliance with Performance Standards and AQLs shall be used. The Contractor's compliance with Performance Standards and AQLs shall be formally reported on and analyzed quarterly, and the associated incentives and disincentives assessed at that time.

The required Contractor error rate for work products shall not exceed more than 1% of the total transcribed conversations. The Contractor may be required to provide corrections for excessive error rates at no additional cost to the Government, as determined by the wire room supervisor. Delivery dates and times will be as specified by the ORDER and in the wire room / minimization instructions. The Contractor shall meet or exceed the quality requirements specified in the Contractor Quality Control Plan.

The following chart defines the Performance Standards and AQLs, to which the contractor shall develop performance criteria and approach. The performance metrics are grouped into several categories:

Performance Standard	AQL	Method of Surveillance	Incentive	Disincentive
Translation and interpretation services	<p>Delivery within the time frame requested on the work order and translations without inaccuracies. Acceptable performance levels are no missed suspense dates per the work order and no translations with errors requiring re-work.</p> <p>Errors include but are not limited to: misinterpreted word improper context, improper syntax, incomplete translation/interpretation</p>	Complaints by customers/Performance Evaluation Meetings	Increase TI services work. Favorable past performance evaluation(s).	Less TI services work. Poor past performance evaluation(s).
Timely submission of transcripts	Transcripts submitted on time with few errors	Feedback/complaints from customers	See above	Less TI service, non-payment or rework
Certification of documents	Certification in compliance with 8 CFR 1003.33	100% Inspection of documents	More work	Non-payment or rework

Language Labor Categories

Language Labor Categories	CLIN 0001	CLIN 0002	CLIN 0003	CLIN 0004
Afrikaans				
Albanian				
Amharic				
Arabic				
Armenian				
Assyrian				
Azeri (Azerbaijan)				
Bahasa/Malay				
Baloch				
Balochi				
Baluchi				
Baltic States (Latvian, Lithuanian)				
Bengali				
Berber dialects				

Burmese				
Byelorussian				
Cambodian				
Cebuano/Visayan				
Chamorro				
Chichewa				
Chimora				
Chin				
Chinese/Cantonese/Mandarin				
Creole				
Creole Patois				
Danish				
Dari				
Daril/Tajiki				
Dinka				
Dutch				
Eastern European (Polish)				
Eastern European (Bosnian-Croatian, Bulgarian, Czech, Croatian, Serbian, Serbo Croatian, Slovak, Slovenian)				
Eastern European (Belorussian, Hungarian, Macedonian, Romanian, Ukrainian, Yugoslavian)				
Estonian				
English				
Ewe				
Farsi				
Finnish				
Flemish				
French				
French, Canadian				
French Patois				
Fukien				
Fu lani/Hasua/Ibo/Yoruba				
Fuzchou				
Ga				
Georgian				
German				
Greek				
Gujarati				
Guyanese				
Haitian Creole				
Hakka				
Hakka dialects				
Hausa				

Hebrew				
Hindi				
Hmong				
Icelandic				
Ilocano				
Indonesian				
Italian				
Japanese				
Kachin				
Kanjobal				
Kashmiri				
Kazakh				
Khmer				
Kiknogo/Kingiona				
Khirghiz				
Kinyarwanda				
Korean				
Krio				
Kurdish				
Lao				
Lapp				
Lingala				
Luxembourgisch				
Malagasy				
Malaysian				
Malayalam				
Malayo-Polynesian				
Maltese				
Mandalay				
Marathi				
Minbei (Fuzhou)				
Minnan (Hokkien-Taiwanese)				
Moldovan				
Mongolian				
Mon-Khmer				
Moshi-Dagomba				
Nepali				
Norwegian				
Papiamento				
Pashai				
Pashtu/Pashto				
Patois				
Philippine/Tagalog				
Portuguese, Continental				
Portuguese				

Punjabi				
Romani				
Russian				
Samoan				
Sanskrit				
Shan				
Shona				
Sindhi				
Sindhalese				
Sinhala				
Somali				
Sotho				
Spanish				
Spanish, Castilian				
Suriname Tongo				
Swahili				
Swedish				
Tadjik				
Taiwanese				
Tajik				
Taki-Taki				
Tamil				
Telugu				
Thai				
Tibetan				
Tigrinya				
Tongan				
Turkic				
Turkish				
Turkmen				
Twi				
Urdu				
Uzbek				
Vietnamese				
Wenzhou				
Wolof				
Wu (Shanghainese)				
Xiang				
Xhosa				
Yiddish				
Yue (Cantonese)				
Yunnanese				
Zulu				