

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER ICS190023		PAGE OF 1 9	
2. CONTRACT NO. GS-10F-0022K		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER 70SBUR19F00000454		5. SOLICITATION NUMBER 70SBUR19Q00000307	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME NICOLE RUSSO		b. TELEPHONE NUMBER (No collect calls) 802-872-4183		8. SOLICITATION ISSUE DATE 07/16/2019	
9. ISSUED BY USCIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: NAICS: 541930 SIZE STANDARD: \$7.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO USCIS Office of Administration 20 Mass. Ave 2nd Floor Washington DC 20529		CODE HQADM		16. ADMINISTERED BY USCIS Contracting Office Department of Homeland Security 70 Kimball Avenue South Burlington VT 05403		CODE CIS	
17a. CONTRACTOR/ OFFEROR LANGUAGE DOCTORS INC THE 412 H STREET NE SUITE 302 WASHINGTON DC 200024338		CODE 8359705180000 FACILITY CODE		18a. PAYMENT WILL BE MADE BY See Invoicing Instructions		CODE WEBVIEW	
TELEPHONE NO. <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 835970518+0000 This task order is for foreign language translation services for the United States Citizenship and Immigration Services (USCIS) External Affairs Division (EXA). The task order is firm fixed price and is subject to the Performance Work Statement, USCIS Terms and Conditions and GSA Terms and Conditions. Period of Performance: 09/19/2019 to 09/18/2022  Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$86,240.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	
<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: Quote DATED 07/29/2019 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR Adam Bouc 2019.09.19 14:35:49 -04'00'				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Adam Bouc, Director of BD		30c. DATE SIGNED 09/19/2019		31b. NAME OF CONTRACTING OFFICER (Type or print) Tiffany N. Vezina		31c. DATE SIGNED 9/19/19	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Translations Service in accordance with attached Performance Work Statement and Pricing Matrix  FFP Period of Performance 09/19/2019-09/18/2020.  Accounting Info: CSPDCON TRN EX 40-02-00-000 29-30-0000-00-00-00-00 GE-25-14-00 000000 Funded: [REDACTED]	1	LO	[REDACTED]	[REDACTED]
0002	Project Management in accordance with the Performance Work Statement  FFP Period of Performance 09/19/2019-09/18/2020.  Accounting Info: CSPDCON TRN EX 40-02-00-000 29-30-0000-00-00-00-00 GE-25-14-00 000000 Funded: [REDACTED]	12	MO	[REDACTED]	[REDACTED]
1001	Translations Service in accordance with attached Performance Work Statement and Pricing Matrix  FFP Period of Performance 09/19/2020-09/18/2021. Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date:09/01/2020 Fully Funded Obligation Amount: [REDACTED]  Continued ...	1	LO	[REDACTED]	[REDACTED]

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT ( <i>Location</i> )		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
GS-10F-0022K/70SBUR19F00000454PAGE OF  
3 9

NAME OF OFFEROR OR CONTRACTOR

LANGUAGE DOCTORS INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002	Accounting Info: Funded: [REDACTED]  Project Management in accordance with the Performance Work Statement  FFP Period of Performance 09/19/2020-09/18/2021. Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date:09/01/2020  Accounting Info: Funded: [REDACTED]	12	MO	[REDACTED]	[REDACTED]
2001	Translations Service in accordance with attached Performance Work Statement and Pricing Matrix  FFP Period of Performance 09/19/2021-09/18/2022. Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date:09/01/2021  Accounting Info: Funded: [REDACTED]	1	LO	[REDACTED]	[REDACTED]
2002	Project Management in accordance with the Performance Work Statement  FFP Period of Performance 09/19/2021-09/18/2022. Amount: [REDACTED] (Option Line Item) Anticipated Exercise Date:09/01/2021  Accounting Info: Funded: [REDACTED]  The total amount of award: [REDACTED]. The obligation for this award is shown in box 26.	12	MO	[REDACTED]	[REDACTED]

## **PART I. SF 1449**

## **PART II. TASK ORDER CLAUSES, TERMS AND CONDITIONS**

All of the contractor's GSA schedule clauses/terms and conditions are applicable to this task order.

### **FAR CLAUSES INCORPORATED BY REFERENCE:**

#### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This task order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: <http://www.acquisition.gov/far> or <http://farsite.hill.af.mil/>

Federal Acquisition Regulation (FAR) Clauses incorporated by reference:

#### **52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018)**

Federal Acquisition Regulation (FAR) Clauses incorporated by full text:

#### **52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36months.

(End of Clause)

### **HSAR CLAUSES INCOPORATED BY REFERENCE:**

#### **3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the

date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(b) Clauses.

  X   3052.205-70 Advertisement, Publicizing Awards, and Releases. (SEP 2102)

  X   3052.242-72 Contracting Officer's Technical Representative.

(End of clause)

## **HSAR CLAUSES IN FULL TEXT:**

### **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

(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 an acquisition described in section 835(b)(1) 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.

(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 3009.108-7001 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, 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 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(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 clause)

### **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:

- **Project Manager**

(End of Clause)

### **USCIS LOCAL CLAUSES IN FULL TEXT:**

#### **INVOICING INSTRUCTIONS**

In accordance with FAR Part 52.212-4(g) Contract Terms and Conditions -- Commercial Items (OCT 2018)

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include:

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

#### **ADDITIONAL INVOICING INSTRUCTIONS:**

USCIS' preferred method for invoice submission is electronically. Invoices shall be submitted in Adobe pdf format with each pdf file containing only one invoice. The pdf files shall be submitted electronically using the "To" line in the e-mail address to

USCISInvoice.Consolidation@ice.dhs.gov with each email conforming to a size limit of 500 KB.

If a paper invoice is submitted, mail the invoice to:  
USCIS Invoice Consolidation  
PO Box 1000  
Williston, VT 05495

**DIRECT PAYMENT INQUIRIES TO ICE FINANCIAL OPERATIONS, (877) 491-6521**

**Posting of Order in FOIA Reading Room**

- (a) The Government intends to post the order resulting from this solicitation to a public FOIA reading room.
- (b) Within 30 days of award, the Contractor shall submit a redacted copy of the executed order (including all attachments) suitable for public posting under the provisions of the Freedom of Information Act (FOIA). The Contractor shall submit the documents to the USCIS FOIA Office by email at [foiaerr.nrc@uscis.dhs.gov](mailto:foiaerr.nrc@uscis.dhs.gov) with a courtesy copy to the contracting officer.
- (c) The USCIS FOIA Office will notify the contractor of any disagreements with the Contractor's redactions before public posting of the contract or order in a public FOIA reading room.

**SECURITY REQUIREMENTS:**

**FACILITY ACCESS CONTROL**

The Contractor will observe all internal building security regulations that apply to any and all buildings concerning this contract. The Contractor will only enter the facility or building with continuous escort service during their work hours and they will depart the facility or building after work hours. When entering and departing the facility or building each contractor must sign in and out as required at the site.

**EMPLOYMENT OF ILLEGAL ALIENS**

Subject to existing law, regulations and other provisions of this contract, the Contractor shall not employ illegal or undocumented aliens to work on, or with this contract. The Contractor shall ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.



### **PART III**

#### **LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

- A. Performance Work Statement (PWS), 24 pages
- B. Pricing Matrix, 1 page

**DEPARTMENT OF HOMELAND SECURITY (DHS)**  
**PERFORMANCE WORK STATEMENT (PWS)**  
**FOR**  
**Foreign Language Translation Services**  
**70SBUR19F00000454**  
**Attachment A**

**1.0 INTRODUCTION**

As part of U.S Citizenship and Immigration Services (USCIS), the External Affairs Directorate (EXA) translates into different languages information about immigration benefits, services, and policies. The information is distributed via multiple formats, including printed materials, information posted to the USCIS website, presentations, and audio files.

In support of USCIS' efforts to provide meaningful access to Limited English Proficient (LEP) individuals, EXA ensures the availability of USCIS information in multiple languages other than English. In translating important USCIS information, EXA serves all agency directorates and offices, including the Field Operations Directorate and the Enterprise Service Directorate, as well as other program offices including the USCIS Director's office. EXA also supports the agency's language access working group by ensuring that USCIS Community Relations Officers and agency directorates have multilingual outreach materials available for public engagements or communications such as in-language toolkits on citizenship and naturalization (for dissemination to the public and stakeholders), USCIS press releases, and other web-based communications.

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," requires Federal agencies to examine the services they provide, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

Language services are needed for a broad range of interactions and activities, including critical interactions in which an individual's health, safety, or liberty are at stake or where the integrity or success of a USCIS program or any part thereof depends on accurate, timely, and complete language services. The elimination of language and other communication barriers improves the performance, quality, and efficiency of operations throughout USCIS and promotes compliance with federal civil rights requirements. In accordance, EXA manages the translation services USCIS-wide.<sup>1</sup>

1.1 Compliance Documents - The following documents provide specifications, standards, or guidelines that must be complied with:

- 1.1.1 The Privacy Act of 1974, 5 USC §552a, As Amended
- 1.1.2 DHS Section 508 Compliance Test Process for Applications (ver. 4)
- 1.1.3 Electronic Documents

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<sup>1</sup> DHS Foreign Language BPA

- 1.1.3.1 Review the Accessible Electronic Documents Community of Practice (AED COP) guidance for MS Word, Excel, and PDF.
- 1.1.3.2 Accessible Electronic Documents Community of Practice (AED COP) guidance for MS word, Excel, and PDF
- 1.1.4 Plain Language Act and Guidelines (<https://www.plainlanguage.gov/>)

## **2.0 OBJECTIVES**

The objective of this contract is to obtain high quality translations of public-facing information in multiple languages, receive desktop publishing services, and to meet requirements for section 508 compliance on print and web materials in multiple languages.

## **3.0 SCOPE**

The Contractor shall provide multiple language translation services of public-facing source materials into target languages with the meaning and intent of the original source material intact (Translation). The Contractor will not have access to For Official Use Only (FOUO) or Sensitive but Unclassified (SBU) documents, nor materials containing Personally Identifiable Information (PII) or Sensitive Personally Identifiable Information (SPII).

Services shall include translation of materials by technically qualified and experienced U.S. based, U.S. citizen translators. It shall also include quality assurance and quality control measures which include but are not limited to editing, formatting, proofreading, review, and verification. It shall additionally include desktop publishing, 508 compliance, and client consultation for product assessment, as well as final production layout and output in the required media format (i.e., hardcopy or electronic). Contractor shall also create and adhere to approved glossaries and term bases, with the additional development of linguist style guides as necessary. Translation of materials may include, but are not limited to, the translation of documents, manuals, web sites, multimedia, video, and audio. Contractor shall also provide dedicated and skilled project management.

## **4.0 PERIOD OF PERFORMANCE**

The period of performance for this task order is one base year plus two option years.

## **5.0 PLACE OF PERFORMANCE**

The principle place of performance will be the Contractor's facilities located within the United States.

## **6.0 SPECIFIC REQUIREMENTS/TASKS**

### **6.1 GENERAL REQUIREMENTS**

The Contractor shall translate documents from English into multiple languages that may include, but are not limited to Amharic, Arabic, Armenian, Burmese, Cebuano, Chinese (Simplified), Chinese (Traditional), Dari, Farsi, Filipino, French (Canadian), French (European), French (West African), German, Haitian Creole, Hindi, Hmong, Ilocano, Indonesian, Italian, Japanese, Karen, Korean, Kurdish (Kurmanji), Kurdish (Sorani), Nepalese, Polish, Portuguese, Portuguese (Brazilian), Punjabi, Romanian, Russian, Somali, Spanish, Swahili, Tagalog, Tigrinya, Ukrainian, Urdu, and Vietnamese. The Contractor shall provide the translations in the regional dialect specified by the Government.

The languages above are grouped by category as outlined herein.

<b>Category 1</b>	<b>Category 2</b>	<b>Category 3</b>	<b>Category 4</b>	<b>Category 5</b>
Spanish	Chinese	Amharic	Farsi	Dari
French	Korean	Arabic	Kurdish	Hindi
Italian	Tagalog	Burmese	Nepali	Hmong
German	Vietnamese	Haitian Creole		Indonesian
Polish	Filipino	Japanese		Punjabi
Portuguese		Somali		Swahili
Russian		Urdu		Cebuano
		Ukrainian		Karen
		Romanian		Tigrinya
		Ilocano		
		Armenian		

The Contractor shall recruit and vet qualified translators in all the key languages listed above and maintain adequate personnel to meet the requirement. All languages in Categories 1-3 are frequently used languages and need to be recruited and vetted in a timely manner. The Contractor shall provide Recruitment and Retention Reports to the Contracting Officer's Representative (COR) monthly throughout the lifecycle of the contract.

The Contractor shall provide translators with specific technical understanding of subject matter when requested by the Government. The Contractor shall provide translations for different audiences and shall adhere to the specifications provided for a single source document (SSD) or Project regarding audience and tone. This shall entail instances where full content correspondence or customization for a specific locale is needed. Register shall be considered per the ATSM standards (F2575-14 8.3.5) and the output modality may vary.

The Contractor shall format all materials properly per the Government's specifications. It shall also make documents and deliverables 508 compliant when specified by the Government per Section 11.3 of the PWS.

Translated materials shall be returned to the Government in the same source file format originally submitted as well as any other format specified by the Government to include side-by-side line translations when requested. All non-Cyrillic fonts and right-to-left

reading text requires the return of a pdf document in addition to the requested files by default. The electronic translations prepared in Microsoft Word, Excel, Power Point or other desktop applications, shall be compatible with like-applications used by the Government.

The Contractor shall use approved terminology in the languages for which the Government has provided a USCIS Language glossary or term base. The Government shall provide the language glossary or term base in English within 30 days of contract commencement. The terms provided to the contractor in a glossary shall be the same terms translated in other languages for production of further glossaries.

A term base is herein defined in keeping with ISO standard 1087 – “a database containing data related to concepts or their designations or both.” Where a glossary or term base do not exist for a particular language, the Contractor shall create and continually update and maintain one at no additional cost to the Government. The contractor shall coordinate with the Government when determining the appropriate terms to add to a glossary or term base. This is a critical part of Quality Assurance to ensure consistency and accuracy of terminology throughout the translation. The Contractor shall provide the glossaries to the COR within 90 days of contract initiation and whenever requested thereafter.

The Contractor shall provide language editing of the translated documents. The target language editor assigned to each translation request shall be fully bilingual in English. The editor shall compare the target text to the source text “to confirm that the target text is complete, accurate, and free from misinterpretations of the source text and that the appropriate terminology has been used throughout. Second, the editor shall read the target text in its entirety, checking for overall coherence and readability, and referring back to the source text only when necessary.”<sup>2</sup>

Proofreading and verification must be performed on every translation and proofreading is never to be used as a substitute for editing. Proofreading shall be done by the target language editor and focuses on checking the documents to find typographical and formatting errors. Contractor shall provide the COR with the intermediary editing files containing the editors’ markups and edits upon request as verification of services performed.<sup>3</sup> In extraordinary cases, the Contractor may request a waiver of this requirement on an individual language basis providing detailed justification for such a waiver in each case. The COR must approve the waiver in writing prior to any work commencing.

The Contractor shall use computer-assisted translation (CAT) to support the task of human translation. The CAT tool should include terminology extraction and management, text alignment, translation memory, term lookup showing context of use, indexing and frequency counts, and other specialized editing tools designed to protect code and facilitate translation of resource text.<sup>4</sup> This CAT tool shall be capable of providing reports when requested by the Government including word counts and monthly sentence counts. It shall be capable of

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<sup>2</sup> ASTM International Standard Guide for Quality Assurance in Translation-Designation: F2575-14 (ASTM) 3.1.7 and 9.6

<sup>3</sup> ISO 1087

<sup>4</sup> ASTM 3.1.4.1 and 3.1.25

compiling term bases and supporting glossary development and maintenance. Machine translation (MT), also known as automated translation, is prohibited.

The Contractor shall not translate the USCIS seal or other branding labels. The Contractor shall use high resolution materials including the source USCIS seal even if the original document submitted for translation uses a low resolution image. Government will provide the contractor with the high resolution seal(s) at commencement of the contract. The high resolution seal used by the Contractor should match the color and type of seal submitted.

The Contractor shall be responsible for communicating in a timely manner with the COR and the Government Program/Project Manager (GPM) whenever there are issues with source graphics, impediments to high quality document return, or questions about formatting so no delays in turnaround occur.

The frequency of translation requests, the length of the text, and the number of translation requests, will vary with each assignment. Historically, approximately 30% of requests are for translation into Spanish while approximately 60% have consisted of translation into Arabic, Burmese, Chinese (Simplified and Traditional), Farsi, French (West African), Creole, Hindi, Korean, Kurdish (Kurmanji), Nepalese, Polish, Portuguese (Brazilian), Russian, Somali, Tagalog, Urdu, and Vietnamese.

A single source document (SSD) is herein defined as all single document submissions for translation into one or more languages. A project is defined as source documents submitted to the Contractor to be translated with the same submission and due date into either a single language or multiple languages. These projects may contain more than one document and may require translation into more than one language.

Larger projects with special needs such as translation of entire websites or manuals may be required. These projects will mandate a higher level of project management and review to ensure continuity between separate elements. These types of projects will require a kick-off meeting to discuss requirements. The Contractor's PM will capture the requirements and develop a schedule within five business days of the kick-off. This schedule will be delivered to the Government for review and approval. The Government will have five business days to provide comments and the Contractor will then have three business days to correct.

The contract standard turnaround time for a SSD or project is two to five business days. Return within five business days will be considered as in-compliance with the terms of this contract unless a shorter turnaround time is requested by the COR. There will be occasions when the COR will require an expedited or rush delivery within 24 hours.

Extensions to the turnaround times require COR approval, including additional time for larger projects and rare languages. Due dates require return of all translated materials to the COR by 3:00 m EST. Government approval of quotes after 3:00 pm on a business day will be considered submitted on the following day and the turnaround time will be calculated based on this. All quotes approved prior to 3:00 pm will be considered submitted on that same day and the turnaround times will include that day.

The Contractor shall provide phonetic and audio translations when required. Audio files shall be delivered in an mp3, mp4, or similar file format as specified by the Government. The format must be compatible with Government software and versions. Audio project shall be quoted separately.

The process for audio projects is:

1. The Contractor will participate in a project kick-off call to confirm all instructions, schedule, and requirements within five days of request – including but not limited to preferences on gender, tone, audience, file format and delivery method.
2. The Contractor shall provide a quote for the audio projects for COR review and approval.
3. The Contractor's PM will submit voice samples to the COR and GPM for selection of translator. These will be delivered to the Government based on agreed upon schedule and delivery method.
4. The Contractor will send the full translation script to the COR and GPM for review and approval prior to recording. All necessary corrections to the script translation shall be completed by the contractor under the same quality standards outlined in the contract.
5. A 30-second sample of the assigned Contractor Voice Over (VO) artist reading a portion of the translated text will be sent to the COR and GPM at no additional charge from the approved quote. The COR and GPM will review for tone, tempo, cadence, and all other agreed upon criteria and requirements. Adjustments will be made based on Government feedback and new samples supplied by the Contractor until acceptance is achieved. These requested adjustments from the Government will occur at no cost. Once acceptance is granted by the COR, the Contractor's VO artist will proceed with the full studio quality recording.
6. The VO Artist will record the messages and conduct a quality assurance process to ensure that the voice corresponds to the written text exactly, is clear and complete. All pronunciation of words must also be correct.
7. The Contractor will check the recordings to confirm that the work is complete, that all requirements have been met, and that the recording is of high quality with appropriate volume, no background noise and no distortion. The files will be delivered in the required format and per the delivery instructions.
8. COR and GPM will review the files for acceptance. A verifiable translation error, pronunciation error, or a failure to adhere to the requirements on behalf of the contractor will result in no-cost corrections and the corrected audio file delivered within five business days of notice of error by the Government.

## **6.2 TRANSLATION OF DOCUMENTS**

For the USCIS website and all print material, the Contractor shall:

- 6.2.1 Perform the accurate translation of texts into other languages;
- 6.2.2 Follow the existing protocols established by USCIS for communication, tracking of project status, and maintenance of audit trails to include:

- 6.2.2.1 Use standard naming conventions and version control as instructed by the Government;
- 6.2.2.2 Use document or project titles in the subject line of emails in compliance with instructions provided by the Government;
- 6.2.2.3 Provide an internal project tracking ID number for each project and SSD that coordinates with the quote and invoice provided to the Government. This tracking ID shall be assigned as soon as a translation request for quote is submitted.
- 6.2.3 Provide USCIS with documents in a compatible format to what the Government is currently using and ensure there are no issues with formatting when USCIS uploads the document to the web;
- 6.2.3.1 Return documents in the same format as the source document plus any additionally requested formats, to include Word, PowerPoint, IDML, Excel, and Adobe pdf as well as any other format or multiple formats if specified at no additional cost unless Desktop Publishing Fees apply based on the contract allowances and definitions;
- 6.2.3.2 Provide the name of the typeface/font used with delivery of every document, and the font package(s) upon request;
- 6.2.3.3 Provide the name of the translator(s) and editor(s) for each SSD or project, in each language, in the body of the email confirming receipt of the work request.
- 6.2.4 Provide editing and changes to an already translated document for updates;
- 6.2.5 Perform corrections at no charge if caused by Contractor error within one business day of notification for all translations;
- 6.2.5.1 Adhere to all approved quality assurance and quality control measures and approved plans;
- 6.2.5.2 The Contractor shall not use automated translation systems to translate text and must provide polished translations;<sup>5</sup>
- 6.2.6. Provide an itemized quote with accurate word count to the Government within 4 hours of request. The turnaround time is measured by the date and time the Government requests the quote. The contractor shall adhere to the process described herein to determine the word count for quotes and invoices. The word counts determined from the below scenarios shall be considered valid in all other scenarios where repeated words do not need to be excluded via the CAT Tool. The Contractor shall commence work only after receiving written approval of the quote from the COR
- 6.2.6.1 The contractor shall track the word count monthly and provide this to the Government in an itemized format, split out by language and project. The Government may audit these word counts to determine their accuracy based on adherence to the process below. If it is determined that the Contractor's word count is not adhering to the process or if there is a discrepancy between the Contractor's word count and the Government's word count, the Government shall provide a screenshot of the word count from Microsoft Word to the Contractor and the Contractor shall adjust the count accordingly.
- 6.2.6.2 It is the Contractors obligation and duty to adhere to the guidelines and provide the Government with an accurate word count. If repeated discrepancies occur due

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<sup>5</sup> ATSM 6.5.1



to version differences in Adobe and Word software then the Contractor shall change the version they are using to match the Government's version.

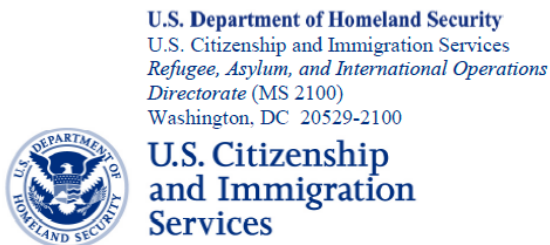
6.2.6.2.1 Word Count in a Word Source File - If the original document to be translated is in Microsoft Word format then the word count is properly determined by utilizing the word count feature of Word focusing exclusively on words- including text boxes, footnotes, and endnotes in the source language. All USCIS seals or similar seals, and USCIS or similar addresses which will be provided as graphics in the final product are not to be counted as text for the word count since they are never to be translated.

6.2.6.2.2 Word Count in a PDF document shall be determined based on how the text is represented in the source PDF file – as either text or graphics – as outlined below:

6.2.6.2.2.1 PDFs containing text represented as text - PDFs which contain text represented as text retain all text as font-based characters in the output. This requires that the Contractor exclude all DHS seals or component signatures (DHS seal and component name), and USCIS or similar addresses which will be provided as graphics in the final product from the word count.

6.2.6.2.2.2 PDFs containing text represented as graphics - In some cases PDFs contain text which is not represented as characters using fonts but as graphics instead. Before determining word count using Word for these types of PDF the Contractor shall convert the graphics back into text characters where appropriate. Some graphics will be excluded from the word count when converting, such as all DHS seals or component signatures (DHS seal and component name), and USCIS or similar addresses which will be provided as graphics in the final product from the word count.

See example below:



In order to ensure that pdf documents with text represented as graphics achieve a proper word count the described process herein shall be adhered to.

If a pdf document is comprised of text represented as graphics, then the contractor shall recreate the document in Microsoft Word. The new document shall maintain all graphics as graphics where appropriate to ensure that the words in those graphics are not counted towards the word count. All DHS seals or component signatures (DHS seal and component name), and USCIS or similar addresses which will be provided as graphics in the final product are to be excluded from the word count.

The word count is then achieved by following the process described above using the functionality of Word.

If a pdf is a mixed document having some text represented as text and some text represented as graphics then the contractor is to follow the process described above using the functionality of Word to determine word count. The Contractor shall exclude all DHS seals or component signatures (DHS seal and component name), and USCIS or similar addresses which will be provided as graphics in the final product from the word count.

The contractor is always to use the copy and paste feature when moving text represented as text and text represented as graphics to the Word document for counting. The contractor is never to export the document into pdf as this process converts the text represented as graphics into text automatically and can therefore result in errors. A graphic that will be maintained as a graphic and not translated is never to be counted as text in the word count.

### **6.3. PROVIDE DESKTOP PUBLISHING (DTP) SERVICES**

As a general definition, DTP is formatting that includes but is not limited to layout, design, 508 compliance, or manipulation and editing of graphics or images. Contractor shall track DTP time spent per project to include in monthly reporting.

The level of effort and time associated with DTP varies depending on the complexity of the SSD or project. Given that some projects may take very little time, the Contractor must track in .5 hour increments. No minimum DTP fee shall be approved.

For example, a simple pdf submitted for text translation with no images, requests for format changes, or requests for 508 compliance, shall not incur DTP fees for tracking purposes. A straight text word document with no requests to change font, colors, logos, etc. and with no 508 compliance shall not incur DTP fees for tracking purposes.

In the event the Contractor's proposed DTP fees on a SSD or project are deemed excessive by the government, the Contractor will need to provide a written justification and explanation with a breakdown of how much time each proposed task will take accompanied by the approved DTP fees associated with it.

The Contractor shall establish a standard and track these charges to ensure consistency in billing, tracking and reporting to the Government. This tracking mechanism shall be capable of providing detailed reports to the Government upon request.

The Contractor shall communicate with the Government to gather any additional required information to produce the highest quality final product and coordinate with the Government's Graphic Designer and Office of Communication (OCOMM) when necessary for guidance on complying with USCIS and DHS branding guidelines. This may include, but is not limited to, font styles and colors, use of white space, overall design look, and quality of graphics.

6.3.1 DTP with source file - Light: This includes basic formatting in a Microsoft office environment for documents that include images, requested formatting changes, and/or 508 compliance for a print environment.

6.3.2 DTP with source file - Standard: This includes formatting with Microsoft Publisher or equivalent, and 508 compliance for a web environment. This may also include a pdf document with images where the Government is asking for recreation or updates to format and style with no changes to the images or translation of text within images where a source file has been provided.

6.3.3 DTP Advanced: This includes formatting with Adobe Creative Suite or equivalent. This may include a using a Government-provided mock-up using low resolution graphics or images that require the contractor to create a final product with layout and improved resolution. This may also include a pdf document where the Government has requested new images or translation to text within images where no source file is provided. This also includes 508 compliance for all medium which involve advanced script and/or advanced layout.

Source file is herein defined and understood to mean a file that is provided in the format that it was originally created in. For example, if the Government provides a PowerPoint file and asks for translation of text only, then the Contractor will only maintain the format of the slides already provided and therefore has received the source file – which means the Contractor shall track time notated for Light DTP. If the Government provides a PowerPoint file and asks for translation of text within the images and provides the images as separate InDesign file (or similar) then the Contractor has been provided all source files and can track time notated for Standard DTP. If the Government provides a PowerPoint file and asks for translation of text within the images but doesn't provide the InDesign files (or similar) for the images then the Contractor has not received the source files for the images and may track time notated for Advanced DTP. The time it takes to complete the Light DTP should be less than the time it takes for Advanced DTP.

This standard does not apply for return of documents in multiple formats such as Word and PDF, or side-by-side translations as these are considered standard translation activities. It also does not apply to all instances where DTP itself does not apply by contract definitions and standards, such as using the high resolution USCIS logo on all final products.

Basic 508 required for each SSD or project, when requested, includes making deliverables eReader compatible, providing alt text for photos/images, and passing the color contrast test – 4.5:1. (Compliance software is required and some types provide an easy PASS or FAIL – the Government currently uses Colour\_Contrast\_Analyser). More advanced 508 requirements may be requested on a case-by-case basis.

## **7.0 DELIVERABLES**

The Contractor shall provide all submittals specified in the deliverable table for review and acceptance.

Unless otherwise specified, the Government will have ten business days to review and provide comments to the Contractor prior to acceptance of all deliverables. The COR will review the submittal and notify the contractor if it is rejected or accepted.

The government has the right to reject or require corrections of any deficiencies. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection.

The Contractor shall have an opportunity to correct the rejected deliverable. The Contractor will directly account for each correction referenced in the COR's rejection notification in their response. The Contractor shall respond with corrections within ten business days after receipt of Government comments unless the correction required is to a translation in which case the Contractor will supply the corrected document within one business day.

If the deliverable is acceptable, the COR will send an e-mail to the Contractor notifying that the deliverable has been accepted. If it is rejected again then the Contractor shall have three business days to make the necessary corrections following the same process described above. This will continue until the Contractor corrects all deficiencies. Requests from the Government for corrections that are not corrected by the Contractor will be corrected with no additional PM hours tracked against the FFP. Deficiencies in deliverables may result in negative CPARS ratings based on the PRS found herein.

The Contractor shall provide all written deliverables in electronic format with read/write capability using applications that are compatible with DHS workstations (Windows XP and Microsoft Office Applications).

As part of the deliverables, the Contractor shall provide a list of all language fonts to be used on the contract specific to the languages herein within 15 calendar days following the Post Award Conference and update this list whenever a new font will be used. The Contractor shall limit the font usage to no more than two approved fonts for each language. This list shall be reviewed by the Government for branding compliance and any required changes shall be provided to the Contractor. The Contractor will have three business days for all revision cycles. The Contractor shall discontinue using any fonts deemed unacceptable by the Government and only use fonts that are approved by the USCIS Branding Officer. If the Contractor needs to add a font in order to more accurately match the style of a SSD or project, then the Contractor shall submit the font for review and approval prior to use. This list shall be provided to the COR and GPM for every iteration.

## **7.1 POST AWARD CONFERENCE**

The Contractor shall attend a Post Award Conference with the Government no later than five business days after the date of award. This meeting will be chaired by the Contracting Officer (CO). The Contractor's designated PM and alternate PM shall participate, as well as all corporate staff working on the requirement. The purpose of the Post Award Conference is to

ensure that the Contractor understands Contract terms and conditions; inspection, acceptance, and invoicing procedures; deliverables; identify primary points of contacts for the Government and the Contractor; outline authority, responsibilities, and limitations of the Government staff, and to ensure a clear and mutual understanding of contract requirements as well as identify and resolve potential or actual problems. Contractor shall be fully familiar with the requirements prior to the meeting and come prepared with questions.

The contractor shall prepare and submit a written report of the Post Award Conference summarizing discussion and action items within 5 business days. This Post Award Report shall cover all topics addressed at the Conference and be organized according to the sections and subsections of the agenda. The COR shall review the report and has the right to request revisions and changes until the report is deemed accurate and complete. If corrections are required, the Contractor shall make all required changes within 3 business days of receipt by COR. Multiple rounds of revisions may be required and the Contractor has 3 business days for each round of corrections. The Post Award Conference will be held at the Government's facility, located at 111 Massachusetts Avenue, NW Washington, D.C. or via teleconference.

## **7.2 MONTHLY REPORT**

The Contractor shall submit a monthly report within ten calendar days after the end of each month, directly to the CO and COR for verification.

Each monthly report shall include a summary sheet to provide the information outlined below. Incomplete or missing information in the report will result in a rejection by the COR and be considered a late deliverable. This may negatively impact the Contractor's rating in the Contractor Performance Assessment Reporting System CPARS per the PRS. Contractor will have five business days to make corrections and re-submit:

- Summary description of all deliverables achieved during the report period;
- Schedule variances with cause and proposed or implemented solution(s);
- Contractor performance issues that occurred or were raised by the Government during the month with explanations of corrective actions taken or planned;
- Problems, issues or concerns requiring Government intervention, information or help in general. This section shall focus on the Contractor's actions and include all information;
- Any known tasks scheduled for the next reporting month period;
- Language usage trend analysis to include tracking of language usage frequency by rush and normal rates, word count ranges, DTP hours, PM hours, and 508 Compliance.
- Total sentence and word counts for each language on a monthly and a cumulative basis.

In addition, the information in the sample chart illustrated below shall be submitted with the monthly report for all languages.

Description - Language	Date	Project ID and Title	DTP Hours	PM Hours	Current Monthly Word Count	Cumulative Word Count
Spanish Text Translation						
Spanish Text Translation (Rush)						
Urdu Text Translation						
Urdu Text Translation (Rush)						
Special Project – Chinese Simplified						

### 7.3 QUALITY ASSURANCE PLAN (QAP)

The Contractor's Project Plan (PP) – to include a QAP and Quality Control Plan (QCP) - is the documentation of the Contractor's process for delivering the foreign languages translation services outlined in the PWS. The PP should be based on accepted quality standards such as ISO and ASTM as well as follow the Specifications Phase, Production Phase, and Post-Project Review Phase model. This must be tailored specifically to this requirement.

This plan shall address each aspect of the work outlined in the PWS. The initial Draft PP is due 15 business days after the post award conference. Multiple revision cycles may be required to receive final Government approval. The Government has 15 business days to review the first Draft PP and submit comments to the Contractor. If revisions to the first draft PP are required, the Contractor has 5 business days to make the required changes. During the remaining revision periods the Government has 5 business days to review the subsequent draft PPs and submit comments to the Contractor. The Contractor has 3 business days to make required corrections following Government comments in all subsequent rounds of editing.

The Contractor shall submit the last revised PP for final approval within 60 days after the post award conference.

The Contractor shall adhere to the final approved PP throughout the lifecycle of the contract. The Contractor shall submit the PP at the start of each performance period. The Contractor is responsible for ensuring that the first draft addresses all the PWS requirements for the PP and that the document is polished and professional. The PP shall **directly reference all sections in the PWS by section number in every revision.**

The Contractor shall track and document all changes and corrections requested by the Government to ensure that each revision round addresses all of the required changes and corrections. The Contractor shall provide a Correction/Revision Report to the COR following receipt of each request for revisions that outlines all required changes and then send the report to the COR within 3 days of receipt of revision request from the Government. The COR will review the report for accuracy and completeness and reject the report if it is incomplete. A rejection constitutes a late deliverable.

Once the contractor's PP revisions are completed, the Contractor shall send the same COR-approved Correction/Revision report with verification of each completed task with their revised PP for COR review. Delays caused by the Contractor providing versions that have not addressed and completed the requested changes and corrections – or that contradict the PWS - will be considered a late deliverable and the fault of the Contractor. The Government reserves the right to request additional revisions to the final approved PP during the entire period of performance if the Government determines revisions are necessary.

The PP shall be specific, detailed and adhere to the Plain Languages Guidelines. All statements shall be thoroughly explained and supported. Metrics shall be discrete, relevant, timely, and measurable. Risks shall be assessed and enumerated. All mitigation strategies tied to the risks must be detailed. Accountability shall be traceable. Application of Lessons Learned shall be outlined. Project Management Best Practices shall be integrated. The PP is a critical component of this requirement.

The Contractor's PP shall include, but is not limited to:

- 7.3.1 An internal project management plan, to include:
  - 7.3.1.1 A description of the internal project management workflow and application of Project Management best practices to include traceability and accountability;
  - 7.3.1.3 Mitigation strategies and corrective action plans for addressing slow turnaround, and quality issues with translation deliverables.
  - 7.3.1.4 Strategies to correct for schedule slippage issues including delays in return of translations, vetting of translators, and recruitment/retention issues;
  - 7.3.1.5 Oversight and Management plan for administration of the workload to include utilization of the CAT Tool;
  - 7.3.1.6 A section that contains a strategic plan for addressing rush project needs;
  - 7.3.1.7 A section that addresses the communication plans for maintaining contact with the Government and addressing communication issues;
  - 7.3.1.8 A staffing section that outlines how non-disclosure agreements (NDA) and verification requirements will be met to include a delivery and tracking plan;
- 7.3.2 A Quality Assurance Plan including but not limited to;
  - 7.3.2.1 Proofing and quality plan that includes editing and proofreading by a second qualified linguist in the target language, DTP, and 508 Compliance;
  - 7.3.2.2 A detailed description of the internal quality review process and translation workflow to include accountability;

- 7.3.2.3 Mitigation strategies and corrective action sections for addressing turnaround time issues, poor translation quality, formatting issues, 508 Compliance issues, PM issues, Process flow issues, Contract requirement compliance issues, and translator qualification issues;

The Contractor must adhere to all approved quality assurance control measures and plans. The Contractor shall provide and perform quality control to ensure high quality services.

## **7.4 USCIS LANGUAGE GLOSSARIES AND TERM BASES**

The contractor shall develop and maintain a language glossary and term base for translations based on USCIS standard of translation usage at no additional cost to the Government in key languages identified by the Government. The Government will provide the contractor with an initial English glossary to use to build the initial translation glossaries within 30 days of contract award. The Contractor shall maintain and update the glossaries and term bases throughout the lifecycle of the contract to ensure they are accurate and use approved USCIS terminology. Initial glossaries in key languages identified by the Government shall be provided to the COR within 90 days of contract award. The Contractor will provide the glossaries and term bases to the Government quarterly or more frequently upon request of the COR.

The Contractor shall work with the Government to ensure that the terminology in the glossaries and term bases is acceptable and consistent. These deliverables shall be accessible to the Government throughout the term of the contract and will remain the property of the Government upon completion of the contract. These shall be provided to the Government in an Excel or tab delineated file format, or approved similar style, with a copy to the COR and GPM.

## **7.5 QUARTERLY PROGRESS MEETINGS**

The PM shall be available to meet with the COR upon request to present deliverables, discuss progress, exchange information, and resolve emergent technical problems and issues. These meetings shall take place via teleconference or at the Government facility.

The PM shall be responsible for keeping the COR informed about Contractor progress throughout the performance period of this contract, and ensure Contractor activities are aligned with DHS objectives. At a minimum, the PM shall review the status and results of Contractor performance with the COR and GPM on a quarterly basis via telephone and follow up with a summary email report.

The Contractor is responsible for setting up the quarterly meetings, preparing the agenda, taking minutes, and providing a written summary report to the COR and GPM within 5 business days of the Quarterly Meeting.



## 7.6 DELIVERABLE TABLE

ITEM	PWS REFERENCE	DELIVERABLE / EVENT	DUE BY	DISTRIBUTION
1	7.1	Post Award Conference Report	5 business days following Post Award Conference. 3 business days for revisions.	COR, CO, GPM
2	7.2	Monthly Reports	Within 10 calendar days after the end of each month. 5 business days for corrections.	COR, CO
3	7.3	Draft Contractor Quality Assurance Plan	15 days after Post Award Conference. 5 business days for revisions.	COR, CO, GPM
		Correction/Revision Report(s) for Contractor Quality Control Plan	3 days after Receipt of Government Comments and Requests for Revisions.	COR, CO, GPM
5	7.3	Final Contractor Quality Control Plan	60 days from Award Date.	COR, CO, GPM
6	7.4	USCIS Language Glossaries or Term Bases.	90 days after contract award for base glossaries and then quarterly and at end of PoP (or additionally upon request from the COR.)	COR, GPM
7	7.5	Quarterly Progress Meeting Report	Quarterly within 5 business days of meeting.	COR, GPM
8	7.0	Font List	15 days from Post Award Conference and when updated.	COR, GPM
9	6.1	Recruitment and Retention Reports	Monthly within 10 calendar days from end of previous month.	COR
10	11.3	508 Compliance Reports	As requested per project or SSD. Within 4 hours of request.	COR, GPM
11	6.1	QA Review Report – Intermediary editing files with markups	As requested per project or SSD. Within 4 hours of request.	COR, GPM

ITEM	PWS REFERENCE	DELIVERABLE / EVENT	DUE BY	DISTRIBUTION
12	11.2.2.3	Personnel Accreditations and/or Certifications	As requested per linguist or PM. Within 4 hours of request.	COR
13	11.2	Non-Disclosure Agreements and Citizenship Verification Documents	3 days after Award for corporate staff. Linguists must submit prior to work commencing or viewing of documents.	COR
14	11.2	The proposed PM's credentials and resume	At the time of the award.	COR, CO
15	T&C	FOIA	30 Days of award.	COR, OSI, USCIS FOIA Office

## **8.0 GOVERNMENT-FURNISHED PROPERTY, MATERIAL, EQUIPMENT, OR INFORMATION (GFP, GFM, GFE, or GFI)**

The Government will provide all necessary information, data and documents to the Contractor for work required under this contract.

The Contractor shall use Government furnished information, data, and documents only for the performance of work under this contract, and shall be responsible for returning all Government furnished information, data, and documents to the Government at the end of the performance period or for destroying the information at the instruction of the Government. The Contractor shall not release Government furnished information, data, and documents to outside parties without the prior and explicit written consent of the Contracting Officer.

## **8.1 CONTRACTOR FURNISHED PROPERTY**

The Contractor shall furnish all facilities, materials, equipment, and services necessary to fulfill the requirements of this contract.

## **9.0 SECURITY**

All security shall be in accordance with the security attachment.

## **10.0 TRAVEL**

Travel is not authorized under this contract.

## **11.0 SPECIAL REQUIREMENTS**

### **11.1 INVOICING**

In addition to all applicable invoicing instructions in the resultant contract or task order, the Contractor shall provide line item categorical breakdowns and subtotals within the invoice(s) submitted for payment as referenced in section 7.2 above. Contractor shall invoice on a monthly basis.

### **11.2 CONTRACTOR PERSONNEL**

#### **11.2.1 Key Personnel**

In accordance with the HSAR Clause 3052.215-70 contained in the Terms and Conditions, all contractor staff and linguists or support staff who will participate in any part of the translations contract will have to sign a non-disclosure agreement to ensure that no information is released. This must be signed prior to the viewing of any contract related documents or documents to be translated. All individuals associated with the contract and the contract's performance shall also meet the requirements outlined below.

##### **11.2.1.1 Project Manager**

The Contractor shall provide a qualified Project Manager (PM) who will be responsible for all Contractor work performed under this Performance Work Statement (PWS). The PM shall be a single point of contact for the CO and the COR. Single point of contact means that this individual will be the one communicating with the Government including providing quotes, timelines, answering questions, and all other contract related requirements. The PM shall meet the following qualifications:

- a. Possess a bachelor's degree and
- b. A minimum of 5 years of experience in project management;
- c. A demonstrated ability to successfully manage a project of similar scope; and
- d. A demonstrated understanding of Project Management principals, tools, and best practices.

The proposed PM's credentials and resume must be submitted for Government review and acceptance at the time of the Award and any subsequent replacements or designated alternates are subject to the same process and qualification standards. The PM and all designated alternates are required to read, write, speak and understand English fluently.

11.2.1.2 During any absence of the PM, only one alternate PM (Alt PM) shall have full authority to act for the Contractor on all matters relating to work performed under this contract and shall be equally as qualified.

11.2.1.3 The Contractor shall create a dedicated email address for submission of Government communications regarding the contract, including requests for quotes and invoice issues. When replying to all COR communications, the Contractor shall cc the Alternate COR identified.

11.2.1.4 The PM or Alt PM shall be available to the COR via telephone between the hours of 7:30am and 5:30pm EST, Monday through Friday, and shall respond to a request for discussion or resolution of technical problems within four hours of notification. The PM and Alt PM will be located at the Contractor's facility.

11.2.2 Qualification Requirements of foreign languages translation personnel:

11.2.2.1 The Contractor shall ensure that only personnel whom are accredited or certified according to accepted Translation and Interpretation Services Industry Standards: such as the American Translators Association (ATA) or the International Association of Conference Interpreters, are employed in the provision of services in accordance with the solicitation. For all languages for which a certification from ATA or the International Association of Conference Interpreters is not available, the Contractor shall ensure certification of personnel through another acceptable accrediting body such as:

- Institute of Translation and Interpreting (ITI)
- U.S. National Association of Judiciary Interpreters and Translators
- United Nations
- Institute of Linguists

**OR** possess a bachelor's degree and Certificate in Translation Studies from an accredited university with a specialty program in translation studies plus a minimum of five years' experience in translating for a Government agency.

11.2.2.2 The Government reserves the right to request and receive, at any time, a copy of the accreditations and certifications of any personnel providing services under this contract and any resulting task orders.

11.2.2.3 For all personnel who are NOT accredited or certified according to accepted Translation and Interpretation Services Industry Standards, documentation demonstrating university accreditation and a Certificate in Translation Studies shall be provided within one business day to the COR upon request.

11.2.2.4 All Contractors and sub-Contractors or individuals who provide any work or support on the contract shall be U.S. citizens, with signed non-disclosure agreements, who are cleared by E-Verify; evidence of which shall be submitted to the COR prior to any work commencing or documents being shared or viewed.

11.2.2.5 If the Contractor is utilizing 1099 subcontractor employees, and therefore cannot meet the e-Verify requirement, they shall submit alternative documentation as outlined below:

Either a U.S. Passport or U.S. Passport Card **OR** one document from each list below:

LIST A:

- Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address
- ID Card issued by federal, state or local Government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address
- Voter's registration card
- U.S. Military card or draft record
- Military dependent's ID Card
- U.S. Coast Guard Merchant Mariner Card
- Native American tribal document

**AND**

LIST B:

- Social Security Account Number card, unless the card includes one of the following restrictions:
  - NOT VALID FOR EMPLOYMENT
  - VALID FOR WORK ONLY WITH INS AUTHORIZATION
  - VALID FOR WORK ONLY WITH DHS AUTHORIZATION
- Certification of Report of Birth issued by the Department of State (Form DS-1350)
- Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
- U.S. Citizen ID Card (Form I-197)
- Identification Card for Use of Resident Citizen in the United States (Form I-179)

11.2.2.6 All translators shall have a demonstrated translation competence as defined in ATSM F2575-14 - 3.1.42 and a minimum of three years' experience as a translator working with the language combination.

11.2.2.7 Identity verification documents and properly executed NDAs for all corporate staff must be delivered to the COR within three business days of Award. All linguist identity verification documents and properly executed NDAs must be received prior to their viewing any SSD or project. These should be grouped by language and each linguist's folder should have their name and language. All documents within should be properly titled with the type of document and the linguist's name. All NDAs must be signed by hand, including witness signature. Electronic signatures are not acceptable – including electronic cursive. The witness must be someone who physically sees the individual sign the NDA. All sections of the NDA must be filled out.

All identity documents must be delivered to the COR via email in a WinZip folder that is compatible with the Government's software version and must be password protected. The password must be sent in a separate email and adhere to the specifications here. It must be a minimum of eight characters with at least one number and one special character. The password established must be the same one used throughout the lifecycle of the contract for all personnel documents containing sensitive information.

The Contractor is fully responsible for tracking all of their staff and subcontractors, including submission dates for NDAs and Identity documents, and maintaining an Excel spreadsheet that is up-to-date for use in reporting the Recruitment and Retention. The Contractor is also responsible for reviewing all documents for accuracy and completeness prior to submitting to the COR.

### **11.3 SECTION 508 COMPLIANCE**

The Contractor shall format all electronic documents properly and make them 508 compliant when requested to do so. This means that the contractor shall make documents, projects, and deliverables accessible to those with disabilities per the standards of the Rehabilitation Act to include text, tables, pictures, graphs, audio, video, multimedia, and all appropriate collateral materials for electronic and print files as required.

In meeting the DHS Section 508 expectation for compliance, the contractor shall ensure before delivery that all electronic and information technology meet the specific criteria on which they will be held for delivery acceptance. These criteria are described in detail in the guidance documents cited in Section **1.1.6 DHS Agency Section 508 Compliance Requirements** under Section **1.1 Compliance** in this PWS.

In alignment with the above requirement, upon delivery of electronic content within the scope of this PWS, the Contractor may also be required to submit a Section 508 Test Report that describes the Section 508 compliance level of the item(s) delivered.

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by P.L. 105-220 under Title IV (Rehabilitation Act Amendments of 1998) all Electronic and Information Technology (EIT) developed, procured, maintained and/or used under this contract shall be in compliance with the "Electronic and Information Technology Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 37 CFR Part 1194. The complete text of Section 508 Standards can be accessed at <http://www.access-board.gov/> or at <http://www.section508.gov>.

### **11.4 PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

This contract includes a Performance Requirements Summary (PRS). The PRS plays an integral role in the administration of the contract. In addition to any applicable inspection clauses or other related terms and conditions contained in the contract, the PRS shall serve as a primary tool for inspection and acceptance of services as facilitated by the COR. Evaluation of the Contractor's overall performance shall be in accordance with the performance standards set forth in the PRS, and will be conducted by the COR. The PRS constitutes a material aspect of the contract and will not be changed or otherwise modified without prior written approval of the Contracting Officer (CO).

The PRS establishes key elements of Contractor performance that represent "mission essential" service requirements, which are identified in the table below in the "Service Output" column. The "Performance Objective" column represents the standard against which Contractor performance will be measured in relation to accomplishment of the corresponding service output. The performance objective or "standard" describes the minimum acceptable level of service by the Contractor for satisfactory performance. The "Acceptable Quality Level (AQL)" column displays the maximum allowable deviation from the performance objective, which, if exceeded, evokes the negative incentive specified in the table below.

Service Output	Performance Objective	Acceptable Quality Level (AQL)	Positive Incentive	Negative incentive	Surveillance Method
1. Accuracy and Quality of Translations (PWS 1.2 and 2.0, 11.3)	Provide translations that are free of formatting errors including spelling, punctuation, grammar, spacing, formatting, 508 compliance, and DTP errors on the first production round.	90%	CPARS Rating of Satisfactory or Above (Applies to all of Service Output 1)	CPARS Rating of Marginal or Unsatisfactory. Termination of contract for repeated issues and poor performance. Contractor must re-work materials at no additional cost. (Applies to all of Service Output 1)	Review and inspection of works and deliverables, and/or results of 508 Compliance reports.
	Accurate translations into the target language(s) in both word and meaning – ensure these reflect the approved terminology in the glossaries/term bases on the first production round. Complete translations with no missing languages or documents.	90%			Validated Customer Complaints. Random sampling, Periodic surveillance.
	Correct all reported errors properly and have zero further corrections required after first round of editing.	98%			Review and inspection of works and deliverables. Analysis of Correction/Revision Report.

Service Output	Performance Objective	Acceptable Quality Level (AQL)	Positive Incentive	Negative incentive	Surveillance Method
2. Accuracy and Quality of Deliverables	Provide deliverables that are complete (no missing sections or required information from the PWS)	95%	CPARS Rating of Satisfactory or Above (Applies to all of Service Output 2)	CPARS Rating of Marginal or Unsatisfactory. Termination of contract for repeated issues and poor performance. Contractor must re-work of materials at no additional cost. (Applies to all of Service Output 2)	Review and inspection of works and deliverables. Random sampling, periodic surveillance,
	Provide deliverables that are free of formatting errors including spelling, punctuation, grammar, spacing, and layout.	95%			Review and inspection of works and deliverables.
	Provide high quality first round 508 compliant deliverables with minimal edits required for missing information, formatting errors, or failure to meet PWS requirements.	< 20% of pages require revisions			Review and inspection of works and deliverables and/or results of 508 Compliance reports.
	Complete all requested edits accurately after first round of editing. Provide deliverable revisions that are complete and address all revision requirements with no further grammar, spelling, punctuation, or formatting errors.	99%			Review and inspection of works and deliverables.
3. Accommodation Rate (PWS 1.2, 2.2, 2.3, and 9.0)	Deliver quotes, translations, and deliverables on time, including Rush requests.	98%	CPARS Rating of Satisfactory or Above	CPARS Rating of Marginal or Unsatisfactory. Termination of contract for repeated issues and poor performance.	Random sampling of Government tracking log, periodic surveillance.



Service Output	Performance Objective	Acceptable Quality Level (AQL)	Positive Incentive	Negative incentive	Surveillance Method
4. Recruitment and Retention of Qualified Translators (PWS 6.1)	Recruit and fully vet qualified linguists in the target languages identified in the PWS within the 30 and 60 day deadlines. Retain the required levels throughout the life of the contract and continue recruitment efforts monthly as linguists are no longer available. Provide a monthly report showing the names of all linguists in each language available and the date when their availability was last confirmed. Ensure that 99% of all required languages are vetted within the 30 and 60 day timeframe and 99% of these languages have vetted linguists throughout the life of the contract.	99%	CPARS Rating of Satisfactory or Above	Failure to meet the 60 day Recruitment requirement will result in a negative CPAR rating. Failure to meet the goal by 90 days may result in termination. Failure to retain linguists in all languages listed in the PWS may result in a negative CPAR. Failure to resolve deficiencies within 30 days of written notification may result in termination of the contract.	Monitoring of contractor monthly Recruitment and Retention reports. COR audits.
5. Dual Review – Editing (PWS 6.1)	All documents must be reviewed by two separate linguists in the target language unless a waiver is granted by the COR	100%	CPARS Rating of Satisfactory or Above	Failure to meet the requirement will result in a CPARs rating of marginal or unsatisfactory. Termination of contract for repeated issues and poor performance.	Random Sampling of intermediary files with mock-ups and edits as requested by the COR.
6. Responsiveness to USCIS Request(s) (PWS 1.2, 2.1.6, 3.2.2)	Provide timely response to COR requests including all deliverables, emails, voicemails, requests for meetings, mitigation responses, and similar.	99%	CPARS Rating of Satisfactory or Above	CPARS Rating of Marginal or Unsatisfactory. Termination of contract for repeated issues and poor performance.	Random sampling, Periodic surveillance. Validated Customer Complaints

**PRICING MATRIX for Foreign Language Translation**  
**Services 70SBUR19Q00000307 Attachment B**

<b>Offeror:</b>	<b>Base</b>	<b>OPTION YEAR 1</b>	<b>OPTION YEAR 2</b>
<b>Language Category</b>	<b>Cost per Word</b>	<b>Cost per Word</b>	<b>Cost per Word</b>
ROUTINE REQUEST: Translation Group One - Spanish, French, Italian, German, Polish, Portuguese, Russian			
RUSH REQUEST: Translation Group One - Spanish, French, Italian, German, Polish, Portuguese, Russian			
ROUTINE REQUEST: Translation Group Two - Chinese, Korean, Tagalog, Vietnamese, Filipino			
RUSH REQUEST: Translation Group Two - Chinese, Korean, Tagalog, Vietnamese, Filipino			
ROUTINE REQUEST: Translation Group Three - Amharic, Arabic, Burmese, Haitian Creole, Japanese, Somali, Urdu, Ukrainian, Romanian, Ilocano, Armenian			
RUSH REQUEST: Translation Group Three - Amharic, Arabic, Burmese, Haitian Creole, Japanese, Somali, Urdu, Ukrainian, Romanian, Ilocano, Armenian			
ROUTINE REQUEST: Translation Group Four - Farsi, Kurdish, Nepali			
RUSH REQUEST: Translation Group Four - Farsi, Kurdish, Nepali			
ROUTINE REQUEST: Translation Group Five - Dari, Hindi, Hmong, Indonesian, Punjabi, Swahili, Cebuano, Karen and Tigrinya			
RUSH REQUEST: Translation Group Five - Dari, Hindi, Hmong, Indonesian, Punjabi, Swahili, Cebuano, Karen and Tigrinya			
ROUTINE REQUEST: Translation (Other Languages)			
RUSH REQUEST: Translation (Other Languages)			
<b>Desktop Publishing Fees</b>	<b>Rate per Hour</b>	<b>Rate per Hour</b>	<b>Rate per Hour</b>
DTP Light			
DTP Standard			
DTP Advanced			
<b>Audio / Voice Over</b>	<b>Rate per Minute</b>	<b>Rate per Minute</b>	<b>Rate per Minute</b>
All Languages			

<b>PM Fees</b>	<b>Price per Hour</b>	<b>Price per Hour</b>	<b>Price per Hour</b>
PM Fees - Monthly Firm-Fixed-Price - 42 Hours Monthly			

**Project Minimum:**