

Project Title:	Department-Wide Deaf and Hard of Hearing Interpreting Services
Description of Acquisition:	Deaf and Hard of Hearing Interpreting Services
Contract Type:	BPA
Contract #:	12314420A0010
Business Size ( <i>i.e. SB, 8(a), SDB, WO</i> )	Small Business
Description of Supply/Service:	The primary purpose of this contract is to acquire Sign Language Interpreting services CART and TypeWell for USDA employees, applicants, visitors and for departmental-sponsored events.
Agencies Identified to Receive Supplies/Svc:	USDA Department-Wide
Agencies Authorized to Place Calls/Orders:	USDA Department-Wide
Effective Period of Contract for Placing Calls/Orders:	05/15/2020 – 05/14/2025
Call/Ordering Procedures:	Purchase Card up to Micro Purchase Threshold IAS Task Order above Micro Purchase Threshold
CO 's Name: Telephone: Email: Fax:	Frederick Freeman P: 202-720-2649 <a href="mailto:Frederick.Freeman@usda.gov">Frederick.Freeman@usda.gov</a>
Contractor's Name Contractor POC Name: Telephone: Email: Fax:	ACCESS INTERPRETING INC Brad Leon (571)730-4330 Ext 30 <a href="mailto:bleon@ainterpreting.com">bleon@ainterpreting.com</a> <a href="http://www.ainterpreting.com">http://www.ainterpreting.com</a>

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER		PAGE OF 1 2	
2. CONTRACT NO. 12314420A0010		3. AWARD/ EFFECTIVE DATE 05/14/2020	4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME FREDERICK FREEMAN			b. TELEPHONE NUMBER (No collect calls) 202-720-2649		8. OFFER DUE DATE/LOCAL TIME E.T
9. ISSUED BY CODE DASO-OCP-POD- USDA, DM/OCP/POD/AMB, POD Acq Mgmt Acquisition Management Branch-WDC 355 E Street S.W. 10th Floor, Suite 10-149A Washington DC 20024-3243				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 541930 SIZE STANDARD: \$8.00			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS As Indicated On Each Call		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CODE As Indicated On Each Call		16. ADMINISTERED BY CODE DASO-OCP-POD-AME USDA, DM/OCP/POD/AMB, POD Acq Mgmt Acquisition Management Branch-WDC 355 E Street S.W. 10th Floor, Suite 10-149A Washington DC 20024-3243					
17a. CONTRACTOR/OFFEROR CODE 1100516403# FACILITY CODE ACCESS INTERPRETING INC Attn: Brad Leon 200 LAWYERS ROAD NW #1993 1100516403# VIENNA VA 22180  TELEPHONE NO. (571) 730-4330 Ext 30		18a. PAYMENT WILL BE MADE BY CODE As Indicated On Each Call					
<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
	GSA Contract #: GS-10F-0372X Tax ID Number: 26-1345012 DUNS Number: 809104529 USDA-Wide Blanket Purchase Agreement (BPA) for Deaf and Hard of Hearing Interpreting Services.  The period of performance of this contract is:  Base Period(May 15, 2020 - May 14, 2021) Option Year 1(May 15, 2021 - May 14, 2022) Option Year 2(May 15, 2022 - May 14, 2023) <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA As Indicated On Each Call						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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 type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____ 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				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
FREDERICK FREEMAN		05/14/2020		FREDERICK FREEMAN		05/14/2020	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Option Year 3 (May 15, 2023 - May 14, 2024) Option Year 4 (May 15, 2024 - May 14, 2025) Period of Performance: 05/15/2020 to 05/14/2021  Contractor POC: Brad Leon (571)730-4330 Ext 302 bleon@ainterpreting.com  Technical POC: Michelle Sherbondy 202-640-4117 michelle.sherbondy@usda.gov  Contracting Officer: Frederick Freeman 202-720-2649 Frederick.Freeman@dm.usda.gov				

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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D (YY/MM/DD)

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- ATTACHMENT 1 – PRICING TABLE
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- ATTACHMENT 3 – SPECIFIC TERMS AND CONDITIONS

Contract Body Revision History

Ver.	Action	Date
1.0	Award	May 15, 2020

## PERFORMANCE WORK STATEMENT

This Request for Quote is based on a Performance Work Statement (Attachment 2). This work statement outlines the types of services required; the minimum qualifications of the resources providing the services, and the quality standards that shall be met to be successful.

### *APPLICABLE FEDERAL ACQUISITION REGULATION CLAUSES*

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

- <https://www.acquisition.gov/far/index.html>

#### 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (SEPT 2013)

#### 52.224-2 PRIVACY ACT (APR 1984)

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

#### 52.227-14 RIGHTS IN DATA – GENERAL (DEC 2007)

#### 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

### FULL-TEXT CLAUSES

#### FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT  
STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (JAN 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).  
\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- \_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_X\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- \_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- \_X\_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- \_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- \_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (8) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).
- \_X\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- \_X\_ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

- \_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- \_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- \_\_\_ (13) [Reserved]
- \_X\_ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637 (d)(4).)
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (July 2010) of 52.219-9.
- \_X\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- \_X\_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- \_X\_ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (26) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (27) 52.219-30 Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- \_X\_ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
  
- \_X\_ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

- (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (34) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (36) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (39) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- (ii) Alternate I (Dec 2007) of 52.223-16.
- (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- (41) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- (42) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (Mar 2012) of 52.225-3.
- (iii) Alternate II (Mar 2012) of 52.225-3.
- (iv) Alternate III (Nov 2012) of 52.225-3.
- (43) 52.225-5, Trade Agreements (Sept 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).
- (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Jul 2013) (42 U.S.C. 5150).
- (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).



\_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer— Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

X (52) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after

final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, et seq.)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

#### 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from May 15, 2020 through May 14, 2025

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) \$100 When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) \$150,000 The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$500,000;

(2) Any order for a combination of items in excess of \$500,000 or

(3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after December 31, 2025.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days of the expiration of the contract

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

(a) The Government may extend the term of the contract by written notice to the contractor within 15 days of the expiration of the contract provided, that the Government shall give the contractor a preliminary notice of its intent to extend at least 30 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 provision.

(c) The total duration of this contract, including the exercise of options under this clause, shall not exceed 5 years as discussed in 452.211-74 Period of Performance.

52.232-19 -- AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.232-40 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS  
SUBCONTRACTORS (DEC 2013)

- (a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- (b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
- (c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

***AGAR CLAUSES APPLICABLE TO THIS ORDER***

**AGAR 452.204-71 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR EMPLOYEES (JULY 2010)**

(a) The contractor shall comply with the personal identity verification (PIV) policies and procedures established by the Department of Agriculture (USDA) Directives 4620-xxx series.

(b) Should the results of the PIV process require the exclusion of a contractor's employee, the contracting officer will notify the contractor in writing.

(c) The contractor must appoint a representative to manage compliance with the PIV policies established by the USDA Directives 4620-xxx series and to maintain a list of employees eligible for a USDA LincPass required for performance of the work.

(d) The responsibility of maintaining a sufficient workforce remains with the contractor. Employees may be barred by the Government from performance of work should they be found ineligible or to have lost eligibility for a USDA LincPass. Failure to maintain a sufficient workforce of employees eligible for a USDA LincPass may be grounds for termination of the contract.

(e) The contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(f) The PIV Sponsor for this contract is a designated program point of contact, which in most cases is the Contracting Officer's Representative (COR), unless otherwise specified in this contract. The PIV Sponsor will be available to receive contractor identity information from \* (hours and days) to \* (hours and days) at \* (office address for registration). The Government will notify the contractor if there is a change in the PIV Sponsor, the office address, or the office hours for registration; however, it is the contractor's responsibility to meet all aspects of paragraphs (c), (d), and (e). (End of clause)

- 452.211-74 PERIOD OF PERFORMANCE.

The period of performance of this contract is:

Base Period	(May 15, 2020 – May 14, 2021)
Option Period 1	(May 15, 2021 - May 14, 2022)
Option Period 2	(May 15, 2022 - May 14, 2023)
Option Period 3	(May 15, 2023 - May 14, 2024)
Option Period 4	(May 15, 2024 - May 14, 2025)

- 452.216-74 CEILING PRICE. (FEB 1988)  
The ceiling price of this contract is \$1,000,000.00. The Contractor shall not make expenditures or incur obligations in the performance of this contract which exceed the ceiling price specified herein, except at the Contractor's own risk.
  
- 452.237-75 RESTRICTIONS AGAINST DISCLOSURE (TAILORED)
  - (a) The Contractor agrees, in the performance of this contract, to keep all information received during interpreting sessions, or contained in, source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.
  - (b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

*Special Requirements Applicable to this Contract:*

#### ACCESS TO SENSITIVE/CRITICAL DATA

Contractor access to data deemed sensitive and/or critical by the Government will follow guidelines set forth in FIPS Publication 199, USDA and OCIO security policy and only following successful completion of all security training. Contractor personnel shall have the necessary security clearances to access USDA Identity Minder and eAuthorization applications for user account verification.

#### SBU INCIDENT REPORTING

Contractors shall report the loss or suspected loss of equipment or paper-based data including Sensitive but Unclassified (SBU) or Personally Identifiable Information (PII) information according to the "Incident Reporting Process for all USDA Employees" pamphlet when they become aware of the loss or suspected loss. If they don't have access to this pamphlet, then they should immediately report the incident to the USDA Incident Response Team's 24 hour hotline phone number at (703) 200-3308 and e-mail at [USDA.security@usda.gov](mailto:USDA.security@usda.gov). The contractor is also required to report the incident to the designated COR or CO immediately upon incident discovery.

## BADGES, FACILITY AND PARKING

The Contractor shall comply with each facility's badging, parking\*, and building access requirements. These requirements include the Contractor's responsibility to pursue temporary or permanent badges for on-site employees for performance under this contract as well as the collection of badges for those no longer requiring access under this contract. These requirements also include (but are not limited to) the following; badge must be worn at all times, above the waist, and easily visible to other personnel in the building. The Contractor is responsible for the safekeeping, wearing, and visibility of Government furnished badges.

\*Local parking fees will not be reimbursed

## PHYSICAL SECURITY

The Contractor shall be responsible for safeguarding all Government property and data made available for Contractor use. At the close of each work period, Government facilities, equipment and materials shall be secured.

## TRAVEL

Travel is not likely to be part of this contract. If a contracting officer determines travel is required it shall be noted in writing. All travel shall be planned and billed in accordance with the Federal Travel Regulations.

## TRAINING

The Contractor shall provide fully trained employees and as required to have an ongoing training program ensuring personnel are able to adequately perform the duties required to successfully perform this contract throughout the entire period of performance.

No training is anticipated to be required and shall not be paid for by the government.

## SECURITY VIOLATIONS USING GOVERNMENT EQUIPMENT

Any Contractor violating USDA security policies, guidelines, procedures, or requirements while using Government equipment or while accessing the USDA network may, without notice, have their computer and network access terminated, be escorted from their work location, and have their physical access to their work location removed at the discretion of the CO/COR.

## PROFESSIONAL CONDUCT WHILE ON GOVERNMENT FACILITIES AND WHILE USING GOVERNMENT PROVIDED EQUIPMENT

Contractor employees shall observe and maintain themselves in accordance with professional standards according to their location. Attire should be consistent with professional standards. Contractor employees are held to the same standard as Federal employees and must abide by the USDA rules of behavior as presented in the annual training and will follow Title 270 – National Information Security Handbook, Part 602 – Internet Usage and E-Mail Guidelines on computer personal use. (<http://directives.sc.gov.usda.gov/viewerFS.aspx?hid=18984>).

No expectation of personal privacy or ownership using any USDA electronic information or communication equipment shall be expected.



## OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE

For the labor hour portion of this task, the Contractor shall not be required to work nor will payment be made by the Government on holidays except where specifically required in this Contract. The following is a list of Federal holidays and administrative leave:

- a. New Years Day – January 1st
- b. Martin Luther King Birthday – 3rd Monday in January
- c. President’s Day – 3rd Monday in February
- d. Memorial Day – Last Monday in May
- e. Independence Day – July 4th
- f. Labor Day – 1st Monday in September
- g. Columbus Day – 1st Monday in October
- h. Veteran’s Day – November 11th
- i. Thanksgiving Day – 4th Thursday in November
- j. Christmas Day – December 25th
- k. Any other day designated by Federal Statute or Presidential Proclamation will be addressed on a case by case basis.

When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed.

## CONSERVATION OF UTILITIES

The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating of utilities to preclude the waste of utilities, which shall include:

- a. Lights shall be used only in areas where and when work is actually being performed.
- b. Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by the Contractor or by contract employees unless authorized.
- c. Water faucets or valves shall be turned off after the required usage has been accomplished.

## CONTRACT ADMINISTRATION ITEMS

### CONTRACT MINIMUM AND MAXIMUM

#### Order Limitations:

Contract Limits		
	Minimum Amount:	\$25,000.00
	Contract Ceiling:	\$1,000,000
	Guaranteed Minimum:	No

## POINTS OF CONTACT

The following points of contact are to be used to communicate with the Government during the contract duration.

### **Contracting Officer:**

Frederick Freeman  
202-720-2649  
Frederick.Freeman@usda.gov

355 E. Street SW, Room 10-149A,  
Washington, DC 20024-3243

### **Contracting Officer's Representative (COR)**

Appointed in writing by the contracting officer

#### ○ Duties and Authority of COR/CORs

##### Contracting Officer's Representative (COR)

The COR is the technical representative to the CO for all tasks issued under this contract. The COR's main responsibility is the coordination of tasks issued under the contract. The COR is the CO's coordinating point of contact for the entire contract and ensures a reasonable level of coordination of available Government and Contractor resources.

##### Contracting Officer's Representative (COR)

Each task issued under this contract will have a COR designated to provide technical guidance for that task. The COR represents the CO for technical matters pertaining to the task. The general responsibilities and authorities of the COR include:

- Giving technical directions to the Contractor which provide the necessary technical details to complete the task requirements;
- Providing information to the Contractor which assists in the interpretation of the technical portions of the work description; and
- Reviewing and recommending approval by the CO of all work products/deliverables.

#### ○ Administration Duties of COR/COR

The COR has the authority to provide "technical direction" to the Contractor during the performance of work under contract for their individual projects. Technical direction generally requires monitoring the Contractor's work closely and continually as it progresses to ensure that the task requirements are being met. While progress monitoring does not mean taking charge and conducting the Contractor's effort, or in any way supervising Contractor employees, it does, however, mean that the COR will:

- Keep well informed of the Contractor's performance and activities;
- Use technical expertise to identify the Contractor's actions, or failure to act, that clearly affect the quality of the work under way and the end results or deliverables;
- Notify the Contractor of apparent deficiencies; and
- Determine the appropriate action in discussion with the CO and Contractor to correct deficiencies.

#### ○ Communication

- The terms and conditions of this contract shall govern the administration and management of the work products and deliverables. The lines of communication and

authorities between Government and Contractor personnel under this contract are as follows:

- Communications related to contract management issues shall take place between the CO, COR, COR, and the Contractor Representative.
- For issues related to task management and technical matters, communication may occur between the CO and/or COR, COR and the Contractor's Site Management or Task Leader.
- The Contractor's resource personnel shall communicate to Government personnel through its Task Leader, and the Government's resource personnel shall communicate to the Contractor resource personnel through the COR.

## INVOICING REQUIREMENTS

The Contractor shall submit the original of the invoice complying with 52.212-4(g) via the Invoice Payment Platform (IPP) at: <http://www.ipp.gov/>.

Invoicing shall occur no more than once per month per task order. Invoicing on a more frequent basis may be allowed only if explicitly written into a task order agreement.

## GENERAL STANDARDS

The Contractor is responsible for obtaining and maintaining all the documentation necessary for performance under this contract. The Contractor shall make any specific documentation requests, including applicable standards, known to the COR on an as-needed basis and in accordance with the governing contract. Applicable standards under which specific work shall be accomplished include, but are not limited to those specified in USDA policy, those specified in applicable USDA departmental regulation.. Upon Contractor's request and at its sole discretion, the Government may deem it beneficial to provide such documentation electronically to the Contractor if documentation is readily available in electronic format and requires no additional production or handling cost to the Government.

## ORDERING PROCEDURES

### **Authorized Ordering Personnel:**

Task orders may be placed up to the micro-purchase threshold via the government purchase card. These orders should be for infrequent or unforeseen requirements to the maximum extent practicable.

Only USDA Warranted Contracting Officers may place Task Orders against the contracts above the micro-purchase threshold and shall utilize the Integrated Acquisition System.

Agencies outside of USDA are not authorized to use these contracts.

### **Fair Opportunity**

Per FAR 16.505(b)(1)(i) USDA Agencies are required to provide “**Fair Opportunity**” when issuing Task Orders against this Contract **by competitively soliciting requirements estimated to be over the micro-purchase threshold to all BPA holders via email** .

All Task Order solicitations should include the “Basis for Award.”

Past Performance and Price are the recommended evaluation criteria but are not mandatory.

USDA Agencies may tailor the evaluation criteria to include agency specific criteria when soliciting interpreting services and USDA Agency specific evaluation criteria must be included in the solicitation issued to establish Task Orders.

### **Task Order Ceiling**

Each task order shall include AGAR Clause 452.216-74 Ceiling Price. (FEB 1988) when using Labor Hour Order Types. Ceilings should be tailored to limit government risk.

### **North American Industry Classification System (NAICS) Code**

The applicable NAICS Code that should be used for the Contract and related Task Orders is 541930 – Sign language services. The size standard is \$7 million The Contractor must ensure that NAICS codes are updated in their System Award Management (SAM) database listing.

### **Product Service Code (PSC)**

The applicable PSC that should be used for the Contract and related Task Orders R608 Translation and Interpreting Services (including Sign Language)

## TASK ORDER REPORTS (QUARTERLY AND END OF PERFORMANCE OF PERFORMANCE)

The Contractor shall provide a detailed cumulative Task Order Report at the end of each quarter and at the end of each Period of Performance to include: the Contractor's contract number; each Task Order received under the related contract to date along with the related Task Order Amount, Agency Name, the COR and the Summary amount of all Task Orders received under the contract, from issuance of the first Task Order to the last Task Order issued to date for the specified quarter or end of Period of Performance.

The Contractor shall provide Task Order Reports to the Contracting Officer via email not later than 10 calendar days after each quarter and not later than 10 calendar days after the end of each Period of Performance. An Excel spreadsheet is the preferred format for submission. If the Contractor has not performed any services at the end of each quarter and/or at the end of each Period of Performance, the Contractor must also provide a Task Order Report annotating that no services have been performed.

This is a cumulative running Task Order Reports of all USDA Task Orders issued against the Contractor's contract to date. For example: If a report is due in July 10, 2020, it would include all UDA Agency Tasks issued from contract award date through June 30, 2020. If a report is due on October 10, 2020, it would include all UDA Agency Tasks issued from contract award date through September 30, 2020.



# Performance Work Statement

**USDA-Wide**

**Deaf**

**and**

**Hard of Hearing**

**Interpreting Services**

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## **1.0 PURPOSE**

The TARGET Center is a division of the Office of Operations, U.S. Department of Agriculture (USDA). The TARGET Center operates the Interpreting Services Office (ISO).

USDA Agencies provide reasonable accommodations to USDA employees, applicants and visitors as required by the Rehabilitation Act of 1973, as amended. Accommodations include certified Sign Language Interpreting services, certified Communication Access RealTime Translation (CART) services, and qualified Typewell transcriber services. Disciplined procurement practices, recordkeeping, and related analysis are essential to track expenditures, workload, and to ensure that accommodations are provided within established timeframes.

Services that are procured for USDA employees with disabilities require, and are handled with, the greatest of sensitivity and confidentiality.

The primary purpose of this contract is to acquire Sign Language Interpreting services CART and TypeWell for USDA employees, applicants, visitors and for departmental-sponsored events as approved by the Contract Officer's Technical Representative (COR).

Qualified interpreters are skilled professionals who adhere to a strict code of ethics and facilitate communication between two parties that do not share the same language. American Sign Language (ASL) has a linguistic structure quite different from English, therefore a skilled interpreter must be able to interpret effectively, accurately, and impartially both expressively (voice-to-sign) and receptively (sign-to voice) in any given communication situation.

Section 504 of the Rehabilitation Act of 1973 and Title II and Title III of the Americans with Disabilities Act (ADA), as well as other state and federal laws require the provision of auxiliary aids and services (i.e., interpreting services) necessary to ensure effective communication with deaf, hard of hearing or deaf-blind individuals. An interpreter should be certified by either the Registry of the Interpreters for the Deaf (RID), the National Association of the Deaf (NAD) or the American Consortium of Certified Interpreters (ACCI) or possess the other suitability qualifications as stated in criteria section 4.2.3.4.2.

Each individual that requires interpreting services is unique with differing communication needs. Interpreters are assigned to clients based on these needs, certification level, experience and other factors. Specialized credentials are available for educational and legal settings.

“Interpreting” involves translating the spoken word into sign language and vice versa to enable deaf persons to communicate with hearing persons. The terms “signing” and “interpreting” are often used interchangeably; however, “interpreting” requires a high degree of skill which many persons who have sign language abilities do not possess. An interpreter is one who has completed an interpreting training program and/or is certified by a recognized certifying body such as the National Registry of Interpreters for the Deaf. (Chapter 306, Federal Personnel Manual, Subchapter 5, Section 5-3(a).)

## **2.0 BACKGROUND**

Under the provisions of the Rehabilitation Act of 1973, as amended, in Title V, Section 501. Federal Agencies are required to provide reasonable accommodations for qualified applicants and employees with disabilities, barring undue hardship. Title V, Section 504, stipulates that an individual with disability, solely because of the disability, shall not be excluded from participation in or be denied the benefits of any Federal program or program receiving Federal financial assistance.

USDA employs 89,602 employees at sites within the National Capital Region (NCR) and nationwide. 8,189 employees currently identify themselves as an individual with disability. As of the date of this Performance Work Statement (PWS), 40 employees currently identify themselves as deaf or hard of hearing in the NCR. As a result, interpreters are needed by deaf, hard of hearing, and hearing employees to fulfill responsibilities throughout USDA.

USDA conducts numerous Departmental programs, public meetings, and activities where assemblies may vary in size. The Department facilitates communication access through the use of interpreting services, CART services, and transcriber services.

### 3.0 SCOPE OF EFFORT

This contract will be awarded to multiple vendors. Delivery orders issued pursuant to the base contracts will deliver interpreting services across the entire USDA enterprise nationwide, in all locations throughout the United States.

There is a high concentration of deaf and hard of hearing customers in the Washington, DC area when compared to other geographic locations. Most of the services are expected to be performed in the National Capital Region.

Services to be provided:

- Deaf and Hard of Hearing Interpretation
  - Full-Time
  - On-call
  - By Request
- Communication Access Realtime Translation (CART)
- TypeWell

There are numerous types of interpreting situations, such as:

- American Sign Language (ASL)/English Interpreter (translation between ASL and spoken English), Signed Exact English (SEE), Contact Sign (formerly known as PSE), close vision, and sign supported speech.
- Transliterator (translation between English-based sign language and spoken English).
- Oral Interpreter (words are silently mouthed, and gestures are used to convey spoken English).
- Tactile Interpreter (translation for deaf-blind individuals where the client places his/her hands on the interpreter's to feel the formation of signs).
- Low Vision Interpreter (for individuals with vision impairments that can only read signs at close range).
- Deaf Interpreter (using a deaf person as an intermediary between a hearing person and another deaf, deaf-blind or hard of hearing person).
- Trilingual Interpreter (translating from English to ASL to Spanish - or some other language).
- Video Interpreter (providing services from a remote location, through video conferencing technology).

## 4.0 REQUIREMENTS

The Contractor is responsible for providing qualified and vetted interpreting services upon request for short and long-term engagements supporting USDA deaf and hard of hearing employees.

The contractor shall be responsible for all coordination of services from receipt of request through fulfillment of the request.

The quality of the provided interpreter's performance is particularly important and critical when the USDA selects a firm's suitability for future orders. All evaluations of delivery orders under this Indefinite Delivery Indefinite Quantity (IDIQ) contract shall be based on Past Performance and Price.

It is incumbent on the prime vendor to verify each interpreter's capabilities and take corrective action if performance problems arise.

The contractor is responsible for the following:

- Provide qualified and vetted interpreters with the qualifications as stated in this work statement.
- Schedule and manage service requests ensuring all requests are fulfilled.
- Ensure all services are provided in a quality manner in compliance with this work statement via a sound quality control program.

It is essential that all interpreters assigned to this contract acquire and maintain extensive knowledge of the USDA culture and terminology that relates to the client's/employee's work.

It is required that a team of individuals be identified to provide the majority of interpreting services to USDA employees at each site. This will allow the interpreters to become familiar with the culture, terminology, and logistics of each work site while ensuring continuity and consistency of service for the employees who receive interpreting services.

The contractor is responsible for ensuring interpreters are provided with materials available from the COR such as videos, briefing materials, mission statements and speeches. Interpreters should also be familiar with information on the employee's agency website.

## 4.1 TASK 1 – Management / Scheduling of Services

### 4.1.1 Overview of USDA Management Expectations

The Contractor shall perform all administrative support tasks associated with performance including:

- a) Maintaining a profile for each consumer that minimally includes each person's communication preferences, description of workplace terminology, and contact information;
- b) Maintaining an appointment schedule, taking all incoming requests for interpreting services;
- c) Determining how and who will cover these services;
- d) Scheduling appointments;
- e) Resolving scheduling conflicts for interpreting services;
- f) Originating invoices,
- g) Obtaining client/employee receipts for services rendered;
- h) Forwarding documents to appropriate billing address which will be provided by the COR;
- i) Verifying with the COR, the hours worked against all invoices and submitted receipts.
- j) Monthly invoicing through IPP

### 4.1.2 Vendor Point of Contact

The Contractor shall provide the phone number and email of the point of contact (POC) who will be responsible for coordinating and scheduling interpreting services. The POC(s) shall be available Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m. EST (or as otherwise required in an individual task order). The POC shall work with the COR or his/her designee for additional assignments.

#### 4.1.2.1 Assignment/Designation of Interpreting Coordinator if Different from POC

Due to the number of employees, applicants or visitors who require services at NCR, the Contractor shall provide an interpreting coordinator. The interpreting coordinator is responsible for directing all requests for services, identifying those that will require additional resources and those that can be filled by on-site interpreters. The interpreting coordinator manages the schedule for on-site interpreters. In general, the schedule is finalized within three full business days in advance, considering the requests known at that time and the interpreters that will be available. Contractor staff that performs scheduling are expected to work closely with the Target center to ensure accuracy and that resources are used efficiently and effectively.

#### 4.1.3 Vendor Responsiveness

The Contractor must be able to receive and respond to requests for services within 48 hours by e-mail during normal business hours. E-mail including routing, receipts and time stamps, represents official records of service requests and shall be retained in accordance with documentation for billing and service delivery requirements.

#### 4.1.4 Authority to Request Services

Only the COR or his/her designee is authorized to request services and/or approve expenditure of funds within the total value of the current task order obligation, unless otherwise stated in the delivery order issued pursuant to this contract.

#### 4.1.5 Escorts on USDA Premises

When an escort is required for building access, the person requesting services is expected to address those needs. The Contractor is expected to notify the requestor in the confirmation notice if an escort is required. The Contractor is required to obtain primary and alternate contact information as part of the request and to confirm as necessary. The Contractor is also expected to arrive sufficiently early to clear security prior to the start time of the request.

#### 4.1.6 Normal Service Hours

The Contractor shall provide Interpreting Services during normal business hours at standard rates, Monday through Friday (except Federal Holidays) from 8 a.m. to 5 p.m. (9 business hours) at the USDA employee's assigned workplace/meeting room or at other locations approved by the COR.

4.1.6.1 Times outside of these hours must be approved by the COR or his/her designee in advance.

4.1.6.2 Full-Time Interpreting Services are defined as interpreters scheduled for the day at the government's facility and assigned to requests by the government on an ad hoc basis.

4.1.6.3 Scheduled (additional) interpreting services are defined as interpreting provided for individual requests for a period of time. More than one interpreter may be required for a single request.

#### 4.1.7 Short Notice Scheduling

The Contractor may provide additional scheduled services on a per-request basis as authorized by the COR or his/her designee. Additional service requests may be submitted with short notice. If interpreters become available as a result of a last minute cancellation and are requested on another request, the Contractor may not charge a cancellation fee.

#### 4.1.8 USDA Requests

The USDA Agency point of contact (POC), designated at the task order level, shall contact the contractor POC to provide the request a minimum of three (3) business days prior to the date of the assignment.

The Contractor, interpreter, captioner, and transcriber shall not initiate requests or modifications outside of the established processes. If an end-user requests additional services, they should be referred to the COR or designee for scheduling. The USDA shall not be liable for requests made by individuals without the actual authority to do so.

The request shall include the following information:

- Name of Agency
- Name of Requestor
- Name of Customer
- Services Preference, (Signing, etc)
- Date of Assignment
- Assignment Name/Description/Topic
- Location
- Building Address
- Room/Office Number
- Start Time, End Time
- On-site USDA POC
- On-site USDA POC Phone/Email
- Agenda/Program/Documents/Acronyms
- Appropriate Attire
- Customer's Escort for the Vendor Employee

##### 4.1.8.1 Receipt and Acknowledgement of Requests

The Contractor shall notify the USDA Target Center, USDA Agency POC, the person requesting services, and other parties as identified in the email requesting services as follows:



4.1.8.1.1 The request for services has been received. This is an acknowledgement of the request and begins the process of identifying and scheduling resources. If any information is incomplete, the acknowledgement shall identify the missing information that will be required before the request can be confirmed. The acknowledgement is expected within one (1) business day of receipt (weekends and federal holidays are not considered business days).

4.1.8.1.2 The request for services has been confirmed. This is a commitment from the contractor to provide the requested resources at the date, time and location specified. A confirmation shall not be issued if required information (date, start time, end time, specific location including room number and minimum of 2 contacts) is missing. The confirmation shall be sent at least 3 business days prior to the day of the request.

4.1.8.1.3 Unconfirmed requests: If the contractor is unable to confirm a request at least 3 business days prior to the day of the request, the contractor shall notify the USDA Target Center and USDA Agency POC that the request cannot be filled. This notice should be sent to the interpreting coordinator with as much advance as the contractor can provide ahead of the day of the request.

4.1.8.1.4 In the case of late requests made with 3 or fewer business days' notice to the contractor, the notice that the request is confirmed or unconfirmed shall be sent as early as possible, and by 4 p.m. the day of the request.

#### 4.1.8.2 Contractor Right of Refusal for Last Minute Requests

If a request is received less than (3) three business days (27 business hours) prior to the time of the assignment, the contractor may turn-down the request if it is unable to provide a contractor employee meeting minimum qualification. The contractor should attempt to fill the request if able or notify the USDA Target Center, and Agency POC as soon as possible, or within 48 hours prior to the assignment to attempt to fulfill the request in an alternative manner.

#### 4.1.8.3 On-Call services

The USDA may contract for on-call services. On-call services are not subject to the scheduling notification and refusal constraints outlined in this PWS.

#### 4.1.8.4 Cancellation of Services

Sign language interpreting services may be cancelled two (2) business days from the time of the request (18 business hours) in advance of the scheduled interpreter assignment without penalty or charges for cancelled services.

4.1.9 The Contractor shall provide additional interpreters to assist at training, conferences, events, or meetings. The Contractor shall obtain advance authorization from the COR or designee and arrange for additional interpreters to fulfill these requirements.

#### 4.1.10 Full Time Services

##### 4.1.10.1 On-Call/Ad Hoc Requests When Full-Time Services are Contracted

USDA has sufficient need for interpreting services on a very frequent or full-time basis for the National Capital Region (NCR) and potentially other facilities.

The COR or designee may maintain an on-site schedule for interpreters who are assigned to various recurring and scheduled meetings, typically of 2 hours duration or less. The COR and contractor may collaborate to determine a mix of full-time, on-call, and by request interpreters providing the best price and service continuity for the government.

Services not scheduled in advance (on-call and/or ad hoc services) are provided only as full-time or on-call interpreters are available between other scheduled requests. A significant number of requests for services are met in this manner that would otherwise be considered late requests or might not be filled. Late requests, emergency requests, or short notice fees may not be charged for these services when an interpreter is already on-site and is able to fulfill the assignment.

#### 4.1.11 Change of Assignment

On occasion, the COR or his/her designee may request a change of assignments between interpreters at the same time and at the same location in order to best meet the needs of some consumers. Therefore, the COR or his/her designee requires information about the particular resources assigned to the schedule 24 hours in advance.

## **4.2 TASK 2 – Fulfill Sign Language Interpreting Requests**

4.2.1 The contractor shall provide qualified sign language interpreters upon request and monitor quality of services provided.

### **4.2.2 Provision of multiple Interpreters**

Contractor shall provide sufficient interpreters to adequately perform the required services according to industry accepted best practices. For Example: One (1) interpreter may be sufficient for most assignment(s) of one and a half (1.5) hours or less. Two interpreters may be required for a special circumstance based on an individual's needs. Two (2) or more interpreters may be needed for, but are not limited to, the following:

4.2.2.1 Any assignment exceeding one and a half (1.5) continuous hours;

4.2.2.2 Any assignment where a Deaf/Hard of Hearing individual has a prominent role in the scheduled activity and/or there are multiple Deaf/Hard of Hearing or Deaf/Blind participants;

4.2.2.3 Any assignment where more than one (1) mode of communication is preferred by the Deaf/Hard of Hearing participants; e.g., interpreting, transliterating, oral interpreting and/or tactile interpreting;

4.2.2.4 Any assignment where the material or subject matter being presented or discussed is extremely technical, complex or difficult for a lay person to understand;

4.2.2.5 Any assignment involving a panel discussion or large group meetings of any length.

4.2.2.6 Any assignment, based on the nature of the subject matter or the Deaf/Hard of Hearing participants' needs, which requires extensive sign language interpreting services.

NOTE: It is incumbent on the USDA requestor to convey the information.

### **4.2.3 Qualifications and Expectations**

4.2.3.1 Receptive and expressive skills are equally important.

4.2.3.2 A variety of interpreting services are required including, American Sign Language (ASL), Signed Exact English (SEE), Contact Sign (formerly known as PSE), close vision, sign supported speech, and tactile.

4.2.3.3 The following skills and abilities are required (for receptive and expressive interpreting) of all Sign Language Interpreters under this contract:

- 4.2.3.3.1 Ability to keep pace with normal conversation in conferences, meetings, seminars, training courses, interviews, and public speaking events;
- 4.2.3.3.2 Ability to voice interpret;
- 4.2.3.3.3 Ability to accurately indicate nuances, tone, intonation, inflection and the spirit of the speaker's voice to enable the consumer to fully receive messages;
- 4.2.3.3.4 Skills to cover special events (e.g., anthem);
- 4.2.3.3.5 Ability to interpret personal sessions of a sensitive nature;
- 4.2.3.3.6 Comprehensive knowledge of the use of the English vocabulary including the ability to read well and articulate clearly;
- 4.2.3.3.7 Interpreting assignments will include technical and non-technical content and may involve computers, finance, science, engineering, legislative matters, human resources, civil rights, meetings, training, and other job-related functions;
- 4.2.3.3.8 Ability to select, highlight and abstract with context when dealing with complicated concepts, idioms, etc.
- 4.2.3.3.9 Comprehensive knowledge of the use of ASL vocabulary and grammar.

4.2.3.4 The Contractor shall provide interpreters who possess the following qualifications:

- 4.2.3.4.1 All interpreters provided on this contract shall be qualified to interpret within the state where services are delivered. States have differing requirements which may include certification. Contractors are expected to identify and conform to any applicable state requirements for sign language interpreters.

4.2.3.4.2 In addition, interpreters provided on this contract are required to fully meet one of the following criteria statements:

Criteria Statement 1 for Certified Interpreters:

- i. Interpreters shall hold an active national certification (e.g., RID, NAD); and
- ii. Interpreters shall have a minimum of three years professional experience; and
- iii. At least one of the three years of professional experience shall be in a professional office environment (e.g., government, legislative, accounting, finance, human capital, legal).

Criteria Statement 2 for Non-Certified Interpreters:

- i. Interpreters shall have a minimum of 6 years of professional experience; and
- ii. At least three of those years shall be in a professional office environment (e.g., government, accounting, finance, legal); and

4.2.3.4.3 Experience shall not include time when the interpreter was in training, mentoring, or fulfilling an internship requirement.

4.2.3.4.4 Interpreters must have substantive experience transliterating ASL and Contact Sign.

4.2.3.4.5 Interpreters must be equally proficient in sign-to-voice and voice-to-sign transliteration.

4.2.3.4.6 Additional modes of communications that can be required include the following: SEE, cued, tactile, close vision, oral transliteration, and other appropriate modes of communication to the Deaf, deaf/blind, Hard of Hearing and hearing individuals.

4.2.3.4.7 The interpreters must also be aware of and sensitive to ethnic/cultural and linguistic concerns regarding the Deaf community and culture.

4.2.3.4.8 The interpreters must comply with the Code of Professional Conduct established by the Registry of Interpreters for the Deaf (RID).

4.2.3.4.9 At times, interpreters may be required for legal proceedings. These services will be requested in advance. The Contractor must be able

to fill requests with qualified/certified interpreters within the agreed upon advance scheduling requirements.

### **4.3 TASK 3 – Fulfill Communication Access RealTime Translation (CART) Service Requests**

4.3.1 The contractor shall provide Communication Access RealTime Translation (CART) services according to industry best practices upon request.

4.3.2 The contractor shall provide NCRA certified captioners with a Certified CART Provider (CCP), Certified RealTime Reporter (CRR), Certified Broadcast Captioners (CBC), Registered Professional Reporter, or other NCRA certifications.

4.3.3 The contractor shall ensure that transcripts are provided to customers within one (1) business day of receipt of a transcript request. The contractor shall not assess charges for requested transcripts.

#### **4.4 TASK 4 – Fulfill TypeWell Transcription Requests**

4.4.1 The contractor shall provide TypeWell Transcription services according to industry best practices upon request.

4.4.2 The contractor shall provide qualified TypeWell transcribers, with at least three years of experience.

4.4.3 The contractor shall ensure that transcripts are provided to customers within one (1) business day of receipt of a transcript request. The contractor shall not assess charges for requested transcripts.

## 5.0 CONTRACT DELIVERABLES

### 5.1.1 Management Plan - Internal Procedures for Executing Requirements

Within five (5) business days after the effective date of the contract, the contractor shall submit electronic copies of the vendor's management plan, to the COR and Contracting Officer (CO), detailing procedures used to complete the administrative tasks outlined in the Performance Work Statement.

### 5.1.2 Contract Kick-Off

Within five (5) business days after the effective date of the contract, the contractor shall meet with the CO and COR to clarify terms and conditions of the contract, review the contractor's approach to fulfill tasks outlined in this Performance Work Statement, and review procedures when service requests are received, monitoring work performed, and timeliness of performance.

### 5.1.3 Quality Control Plan

Within five (5) business days after the effective date of the contract, the contractor shall submit electronic copies of the proposed quality control plan to the COR.

This plan should include the actions the vendor will take to instill quality, monitor quality and resolve identified quality issues effectively and timely throughout the course of the contract.

### 5.1.4 Monthly Activity Report for Overall Contract

Within five (5) business days after the end of the prior month, the contractor shall provide the COR with a monthly activity report, summarizing the activities, usage, resolved and unresolved issues, and recommendations for the reporting period. This should summarize all activities on all task orders with the goal of providing an overall picture of contract activities from a management, quality assurance and task execution perspective.

5.1.5 The Contractor shall send an electronic copy of the monthly performance report to the COR and CO, including:

- All fulfilled assignments by:
  - USDA employee name using the service;
    - and the name of person requesting services, if different.
  - Company name
  - Interpreter name
  - USDA administration (e.g. FAS, AMS, NFIS, etc.);
  - Address where services were rendered
  - Task order or purchase order associated with assignment
  - assignment/work date;
  - assignment/work type;



- number of hours worked;
- interpreting cost/fees per interpreter per event;
- hours of interpreting per assignment;
- number of interpreters;
- travel and mileage charges;
- number of cancellations and cost;
- number of late requests.
- Scheduled assignments cancelled.
- Scheduled assignments not accepted due to late requests.
- Schedule assignments not fulfilled.
- Other identifying issues that require resolution such as double booking, last minute notices, quality issues, etc.

5.1.5.1 The report shall reflect the contract number on the cover or first page.

5.1.5.2 Reporting may evolve over time as operations normalize and continuous improvement occurs.

## 6.0 PERFORMANCE MEASURES

The following performance measures pertain to the overall contract and will be calculated as a culmination of all task order performance in the more recent 12-month period.

### 6.1.1 Scheduling of Services

6.1.1.1 The contractor shall ensure at least 98% of all requests are accurately confirmed, based on information provided by the customer request.

6.1.1.2 The contractor shall ensure 98% of all requests are confirmed within one (1) business day (by 4:00 p.m. the following business day from the request, on Fridays due by 4:00 the following Monday)

6.1.1.3 The contractor shall ensure 98% of all requests received 3 days in advance shall be filled. Periodically, the contractor shall be expected to provide on-call sign language interpreters, captioners, or transcribers to provide last minute, urgent requests.

### 6.1.2 Fulfillment of Requests

6.1.2.1 Sign language interpreters and transcribers shall arrive at scheduled assignments thirty (30) minutes prior to the beginning of the assignment and contact the onsite USDA POC to be escorted, at least 95% of the time. If the USDA POC, or designee, has not arrived within the prescribed timeframe, Sign language interpreters shall immediately contact the Contractor for guidance.

6.1.2.2 Captioners shall arrive at scheduled assignments one (1) hour prior to the beginning of the assignment and contact the onsite USDA POC to be escorted, at least 95% of the time. If the USDA POC, or designee, has not arrived within the prescribed timeframe, Sign language interpreters shall immediately contact the Contractor for guidance.

6.1.2.3 . There shall be no more than four (4) instances in the past 12 months where interpreters, transcribers, or captioners fail to arrive for an assignment.

### 6.1.3 Interpreting Skills

6.1.3.1 Sign language interpreters, captioners, and transcribers shall demonstrate receptive voice translation and technical expression as they relate to the requirements of the deaf or hard of hearing employee, 98% of the time.

6.1.3.2 The contractor shall ensure customer preferences and expectations related to the selection of sign language interpreters are met, 95% of the time. This will be measured via client surveys.

6.1.3.3 . There shall be no more than twelve (12) instances each in the past 12 months where feedback received from customers indicate customer dissatisfaction pertaining to the preferred mode of communication and/or code of ethics.

### 6.1.4 Professionalism

6.1.4.1 The contractor shall ensure that 98% of all sign language interpreters, captioners, and transcribers demonstrate professionalism in business attire, attitude, and behavior.

#### 6.1.4.1.1 Business attire

Business attire shall not be distracting to the eyes of the customers (e.g., jewelry, buttons, bright-colored tops and nail polish, and visual tattoos) and will not be permitted.

#### 6.1.4.1.2 Professional Neutrality

Sign language interpreters, captioners, and transcribers shall not attempt to influence USDA policy when performing services.

#### 6.1.4.1.3 Contractual or Other Matters Relating to the Contract at Hand.

Interpreters shall not discuss contract or other business related issues such as employment, pay, etc with end-users.

### 6.1.5 Confidentiality

Sign language interpreters, captioners, and transcribers shall not disclose any information obtained during assignments.

### 6.1.6 Reporting

At least 90% of all reports must be submitted within the deadlines outlined in the scope of work.

#### 6.1.7 Monthly Meetings

The COR and the contractor shall meet every month to discuss the results of a quality review of services provided by the contractor.

#### 6.1.8 Quarterly Performance Reviews

USDA shall conduct quarterly surveys and/or obtain performance assessments from employees who have received sign language interpreting, CART, and TypeWell transcriber services. At least 90% of the completed surveys and performance assessments per quarter shall have an overall satisfaction rating for the services provided.

#### 6.1.9 Quality Control/Standards

The Contractor shall continually monitor the quality of interpreting services as outlined in their quality assurance plan, including internal methods for monitoring, identifying problems and deficiencies and effectively alleviating them to produce a quality level of services.

The Contractor shall propose to meet these stated quality standards and shall state how it will achieve and monitor them including any additional proposed quality standards.

#### 6.1.10 Vendor Quality Surveys

The Contractor will conduct surveys of quality assurance and maintain records of customer feedback. Surveys are to be conducted a minimum of yearly and results reported to COR.

#### 6.1.11 USDA Quality Surveys

USDA users of the contract interpreting services may, if they desire, provide the COR with written feedback on the services that were provided. The COR will maintain and evaluate the records of customer feedback. Problems, if any, will be identified by the COR and communicated to the CO, who will take action as necessary with the vendor.