

PERFORMANCE WORK STATEMENT (PWS)

Version 9

1 Jun 2019

Security Forces Assistance Exercise: Interpretation/Translation Services

As of 10 December 2020

Part 1

General Information

1. **GENERAL:** This is a non-personal services contract under which the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The United States (U.S.) Government shall not exercise any supervision or control over the Contractor's employees performing the tasks herein. Such contract employees shall be accountable solely to the Contractor who, in turn shall be responsible to the U.S. Government.

1.1 **Description of Services/Introduction:** The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform interpretation/translation services as defined in this PWS except for those items specified as government furnished property (GFP) and government furnished services (GFS). The contractor shall perform to the standards in this contract.

1.2 **Background:** This is a non-personal services contract to provide interpretation services for United States Army South (ARSOUTH), also referred to herein as "the Government", in support of the Security Forces Assistance Exercise being held in Honduras.

1.3 **Objectives:** The objective of this PWS is to obtain support to provide interpretation from Spanish to English and English to Spanish for the Security Forces Assistance Exercise being held at various locations within Honduras.

1.4 **Scope:** Contractor shall provide non-personal services to include on-site language interpretation from Spanish to English and English to Spanish to include simultaneous interpretation and consecutive interpretation. *The contractor shall accomplish* on-site translation and off-site translation.

1.5 **Period of Performance:** The period of performance shall be 4 January 2020 to 31 July 2021.

1.6 **General Information:**

1.6.1 **Quality Control Plan (QCP):** The Contractor shall develop, implement, and maintain a QCP and program to ensure all work described in this contract is performed at or above the standard defined in the Performance Requirements Summary (PRS). The QCP is developed by the contractor for its internal use to ensure that it performs and delivers high-quality service. The contractor's QCP is the means by which the contractor ensures all work complies with the requirements of the contract. The QCP identifies and corrects potential and actual problem areas throughout the entire scope of the contract.

1.6.1.1 The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor shall submit their Quality Control Plan (QCP) as part of the contractor's proposal if QCP will be evaluated. The QCP shall be submitted within thirty (30) days of contract award. After acceptance of the QCP, the contractor shall receive the contracting officer's (KO) acceptance in writing of proposed changes to the QC procedures. The contractor shall submit QCP changes within five (5) days to the KO and Contracting Officer's Representative (COR) for review and approval prior to implementation.

1.6.1.2 The Quality Control Plan shall address as a minimum:

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1.6.1.2.1 Inspection Program. Included shall be a quality control inspection program covering all general and specific tasks included in the contract scope of work. It shall specify tasks or areas to be inspected on a scheduled or unscheduled basis, the manner in which inspections are to be conducted, the titles of the individuals who will perform the inspections, and the percentage of the work that will be inspected on a recurring basis. In developing this inspection program, the Contractor shall identify the key activities and associated characteristics in each process that have a significant influence on specific services and provide for methods for evaluation of the selected characteristics.

1.6.1.2.2 Deficiency Identification. The QCP shall include a method of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable as defined in the PRS. This shall contain processes for corrective action without dependence upon Government direction.

1.6.1.2.3 Deficiency Correction. The program shall contain process control and process performance measurement procedures that shall include how the Contractor shall implement preventive corrective actions. The Contractor shall demonstrate that it has designed quality into the delivery of services thereby mitigating the risk(s) associated with delivery of deficient or nonconforming services.

1.6.1.2.4 Documentation and Enforcement. The QCP shall include a method of documenting and enforcing quality control operations of both prime contractor and subcontractor work; including inspection and testing.

1.6.1.2.5 Trend Analysis. The QCP shall include a method of performing trend analysis and assessments through the use of metrics.

1.6.1.2.6 Surveillance Methods. The QCP shall contain specific surveillance techniques for all contract services. The surveillance methods shall be comprehensive and adaptable to the reporting system of the plan.

1.6.2 Quality Assurance (QA): The government shall evaluate the contractor's performance under this contract in accordance with (IAW) the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed IAW the performance standards and contract quality requirements are met. Contract quality requirements" means the technical requirements in the contract relating to the quality of the product or service and those contract clauses prescribing inspection, and other quality controls incumbent on the contractor, to ensure the product or service conforms to the contractual requirements. It defines how the performance standards will be applied, the frequency of surveillance, the performance threshold, and deductions, if applicable.

1.6.3 Recognized Holidays: The contractor **is required** to perform services on all of the following holidays as required for all annotated locations in this PWS.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

1.6.4 Hours of Operation: As defined by this PWS from 04 January 2020 thru 31 July 2021, except when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. A duty day consists of 12 hours per day with 1.50 hours to be used for lunch. Interpreters must be available 7 days a week. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must, at all times, maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons.

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1.6.5 Place of Performance: The work to be performed under this contract will be performed at the following locations -

- Comayagua: Soto Cano Airbase with travel to Mocoron, Gracias a Dios.
- Comayagua: Soto Cano Airbase with performance at the Estado Mayor Conjunto, Tegucigalpa
- Puerto Castilla, Colon: Puerto Castilla Naval Base.
- Bijagual, Olancho: 16th Battalion, 115th Brigade Army Base, with travel to Mocoron, Gracias a Dios.

1.6.6 Type of Contract: The Government anticipates the award of a Firm-Fixed Price-type contract.

1.6.7 Access and General Protection Policy and Procedures:

1.6.7.1 FPCON: In addition to the changes otherwise authorized by the changes of clause of contract, should the US Government Force Protection Condition (FPCON) at any individual installation change, the Government may require changes in contractor security matters or process in accordance with DoDI 2000.16. During FPCONs Charlie and Delta, only contract services that have been deemed “mission essential” by the Government will continue. Contract services will resume when the FPCON is reduced to Bravo or lower.

1.6.7.2 Physical Security: The contractor shall be responsible for safeguarding all government equipment, information, and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured IAW Army Regulation (AR) 190-13, “The Army Physical Security Program.”

1.6.7.3 Escorts: The Contractor and all associated sub-contractor employees performing services under this contract shall be escorted at all times by host nation security personnel or by an individual designated by the Contracting Officer Representative (COR) while accessing U.S. facilities or activities.

1.6.7.4 Background Checks: The Contractor shall provide a list of all their employees working under this contract who will need access to the facilities during the period of performance of this contract for personnel. All employees will undergo vetting by US Embassy Honduras. The US government retains the right to exclude any employee from performance of duties under this contract if a background security check reveals an employee is a security risk. The exclusion of an employee for security reasons will not relieve the Contractor from performance of services required under this contract. Upon request from the USGR, the Contractor shall provide to the KO or COR, the following information on any contractor or subcontractor employee performing services under this contract:

- Full Name:
- Date of Birth:
- Place of Birth:
- Cell Phone Number:
- Copy of their Honduran Cedula:
- Any other information required by the Honduran Military in order to gain access to their facilities.
- Proof of a COVID 19 test with a negative reading within 48 hours.
- Use of mask to cover both nose and mouth to mitigate the spread of COVID 19.

1.6.7.4.1 Remedies. In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of this paragraph may result in requiring the Contractor to remove a Contractor employee or employees from the performance of the contract.

1.6.7.4.2 Subcontracts. The Contractor shall include the substance of this paragraph and the preceding paragraph in all subcontracts.

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1.6.8 Post Award Conference/Contract Periodic Progress Meetings: The Contractor shall attend the post award conference convened by the contracting activity or contract administration office IAW Federal Acquisition Regulation (FAR) Subpart 42.5. The KO, COR, with other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the KO will apprise the contractor of how the government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.9 Contracting Officer Representative (COR): The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: ensure the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the KO and Contractor of any deficiencies; coordinate availability of government furnished property; and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates, or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.10 Key Personnel: The following personnel are considered key personnel by the government: Team Leader and Team NCOIC. The Contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate, who shall act for the Contractor when the manager is absent, shall be designated in writing to the Contracting Officer. The Contract Manager and alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

1.6.11 Special Qualifications or Certifications:

1.6.11.1 Simultaneous/Consecutive Interpretation Services. Services shall be performed by professional and experienced conference level interpreters that possess demonstrated proficiency levels that range from the ability to speak the language with sufficient structural accuracy and vocabulary, to participate effectively in most formal and informal conversations on practical, social and professional topics (at a minimum). The Contractor shall provide interpreters per required language and shall provide additional personnel if needed. It is preferred that the Interpreters have previous experience working with US Army South, US Southern Command or another US military agency and must possess thorough knowledge of military terminology. However, this is not a limiting factor.

1.6.11.2 Document Translation Services. Service providers shall be technically qualified and experienced native speaking language specialists, to proof-read, edit, and provide the final product layout and output, in the required media format (i.e., hardcopy or electronic). It is preferred that the Translators have previous experience working with US Army South, US Southern Command or another US military agency and must possess thorough knowledge of military terminology. However, this is not a limiting factor.

1.6.11.3 Translation/Interpretation Equipment. The Contractor shall provide their own automation hardware and software to receive, translate, and transfer documents. This includes but is not limited to Laptops, flash drives, CD/DVDs, etc. The Contractor shall provide English/Spanish and Spanish/English translations of written documents, utilizing Microsoft Office Suites to include Word, PowerPoint, Excel, Adobe, and Microsoft Outlook prior to commencing of event.

1.6.11.4 The Government reserves the right to refuse the use of an individual interpreter provided by the Contractor due to poor performance, inappropriate hygiene/appearance/conduct, security concerns, past documented issues, or any other reason based on a failure to satisfy the requirements of the contract.

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1.6.12 Identification of Contractor Employees: Contractor employees shall identify themselves as Contractor personnel and shall avoid representing themselves as Government employees. This identification includes meeting attendance, answering Government telephones, email communications, and working in other situations where Contractor status is not obvious. Contractor personnel identification shall be easily identifiable through the display of badges, name tags, lanyards, etc.

1.6.12.1 Badging of Contractor Employees: At a minimum, all contractor personnel shall wear contractor identification badges with full name, photo, and ID number. ID shall be visible at all times on/in Honduran military and/or US facilities. Badges will be surrendered to a designated US government security representative each time contractor departs Honduran military and/or US facilities. The US government security representative will re-issue badges upon re-entry to Honduran and/or US facilities.

1.6.12.2 Uniform: Contractors shall maintain a professional appearance when performing duties (for example, slacks and polo or collared shirt).

1.6.13 Contractor Travel: Contractor shall be required to travel during the performance of this contract to attend meetings, conferences, and training, with the of Mocoron, Gracias a Dios, where US transportation will be provided from Soto Cano Airbase. The Contractor may be required to travel to off-site training locations and to ship training aids to these locations in support of this PWS. Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification to the COR 2 days prior to travel.

1.6.14. Non-Disclosure Requirements: Performance under this contract may require the Contractor to access data and information proprietary to a Government agency, another Government Contractor, or of such nature that its dissemination or use other than as specified in this work statement would be adverse to the interests of the Government or others. Neither the Contractor, nor Contractor personnel, shall divulge, nor release data or information developed, or obtained under performance of this work statement, except to authorize Government personnel or upon written approval of the KO. The Contractor shall not use, disclose, or reproduce proprietary data, which bears a restrictive legend, other than as specified in this PWS. All documentation showing individual names or other personal information shall apply, and shall be controlled and protected under the provisions of the Privacy Act of 1974, Public Law 93-579, 5 United States Code (U.S.C.) Section 552a.

1.6.14.1 Non-Disclosure Statements: The Contractor shall provide signed non-disclosure agreements to the Government prior to commencement of work under the contract. Disclosure of information by Contractor personnel may result in Contractor personnel removal from performance of duties under this contract.

1.6.14.2 Advertisement and Social Media: The Contractor shall NOT post information to public website or social media locations, personal or professional, that in any way disclose names, locations, hotel data, participants, discussions, pictures, etc. before, during or after the contract period of performance without the express consent of the Government. The use of propaganda violates DOD Commercial Use of Imagery Guidelines stated at (<http://www.defenseimagery.mil/products/DODimagery/commercialuse.html>). The Contractor shall not cite any information (e.g., contract information, pictures, locations, etc.) obtained through this contract on any marketing tools to include its company website.

1.6.14.3 INFORMATION ASSURANCE: At no time will the Contractor or associated sub-contractor employees transmit government documents or information over using methods that do not meet the security requirements specified in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" such as personal electronic mail accounts, public digital data storage sites (cloud storage), social media platforms or instant messaging. Approved government sites such as U.S. Army Aviation and Missile Research Development and Engineering Center (ARMDEC) Safe Exchange at

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<https://safe.amrdec.army.mil/SAFE/About.aspx>, or All Partners Access Network (APAN) at <https://community.apan.org/>, or other transmission means determined by the government must be used.

1.6.15 Organizational Conflict of Interest (OCI): Contractor and subcontractor personnel performing work under this contract may receive, have access to, or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the KO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the KO to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the KO and in the event the KO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the KO may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.16 General Training Requirements:

1.6.16.1 OPSEC Awareness: If the Contractor, or a subcontractor, or employees of either disclose any information that disrupts or harms the Government's operations or activities, then the Government retains the right to exclude any employee from performance of duties under this contract. The exclusion of an employee for security reasons will not relieve the Contractor from performance of services required under this contract. By way of example, personnel shall not sketch or take photos of government facilities or activities, unless related to service to be provided. All government paper products and removable digital storage material that is received, generated, or stored during the contract will be destroyed completely when no longer needed to preclude recognition of information.

1.6.17 Foreign (OCONUS) Requirements:

1.6.21.1 Vetting: The Contractor and all associated sub-contractor companies, must have been vetted by the US Embassy in the country which the contract will be performed. For the purposes of this contract, the company is considered vetted if the company is located in the country which the contract will be performed unless the company has been previously barred from performing services for the Government. If during a previous vetting process the company was barred from performing service for the Government, then that is grounds for termination of the contract. If the company is located outside of the country which the contract will be performed, the company must be vetted by the US Embassy in the country of performance. Vetting will coordinated through the US Embassy's DOD Security Cooperation Office (SCO) in the country of performance. If during any previous vetting process in other countries, the company is found to be barred from performing services for the Government; this finding is grounds for termination of the contract.

1.6.21.2 Host Nation Installation Access with No DOD Facility: Contractor and all associated subcontractor employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures. The employee performing services under this contract shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services, Security Office or the host nation equivalent.

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PART 2

DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1. Definitions:

2.1.1 Area of Responsibility. The U.S. Southern Command (USSOUTHCOM) area of responsibility (AOR) includes the geographic areas of Antigua and Barbuda, Argentina, Aruba, Barbados, Belize, Bolivia, Brazil, British Virgin Islands, Cayman Islands, Chile, Colombia, Costa Rica, Cuba, Curacao, Dominica, Dominican Republic, Ecuador, El Salvador, Falkland Islands, French Guiana, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Martinique, Mayotte, Montserrat, Nicaragua, Panama, Paraguay, Peru, Saint Barthélemy, Saint Martin, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Saint Maarten, Suriname, Trinidad and Tobago, Turks and Caicos Islands, Uruguay, and Venezuela.

2.1.2. Contractor. The total contractor organization or a separate entity of it; such as an affiliate, division, or plant that performs its own purchasing.

2.1.3. Contracting officer (KO). A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

2.1.4. Contracting Officer's Representative (COR). An individual designated and authorized in writing by the contracting officer to perform specific technical or administrative functions.

2.1.5. Defective Service. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.6. Deliverable. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.7. Foreign National. A foreign national is not a U.S. citizen. Green card holders are also identified as foreign nationals. A foreign national is further categorized as either a third country national or a local national based on the person's citizenship and location of performance of duty.

2.1.8. Key Personnel. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.9. Local National. Local nationals are foreign nationals who are citizens of the country where the performance of duty will occur.

2.1.10. Performance Work Statement (PWS). A statement of work for performance-based acquisitions that describes the required results in clear, specific, and objective terms with measurable outcomes.

2.1.11. Physical Security. Protection of the perimeter area, government property, and assets that prevent the loss or damage of Government property.

2.1.12. Quality Assurance. The various functions, including inspection, performed by the government to determine whether a Contractor has fulfilled the contract obligations pertaining to quality and quantity.

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2.1.13. Quality Assurance Surveillance Plan (QASP). A plan describing how the agency will survey, observe, test, sample, evaluate and document the Contractor's performance in meeting critical performance standards identified in the contract.

2.1.14. Quality Control (QC). Tasks performed by the Contractor to improve the quality of the organization's output.

2.1.15. Shall. An imperative command; has a duty to or is required to. Denotes that a regulation must be followed unless the contracting officer has obtained a deviation.

2.1.16. Subcontractor. Any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

2.1.17. Third Country National. Third country nationals are foreign nationals who are not citizens of the country where the performance of duty will occur.

2.1.18. Work Day. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.19. Work Week. Monday through Friday, unless specified otherwise.

2.2 Acronyms:

AFFSSIR	Armed Forces Repository of Specimen Samples
ALMS	Army Learning Management System
ANSI	American National Standards Institute
AOR	Area of Responsibility
AR	Army Regulation
ATCTS	Army Training Certification Tracking System
AT	Anti-Terrorism
CAC	Common Access Card
CFR	Code of Federal Regulations
CI	Counter Intelligence
CLIN	Contract Line Item Number
CMR	Contract Manpower Reporting
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
DD Form 254	Department of Defense Contract Security Requirement List
DNA	Deoxyribonucleic Acid (DNA)
DOD	Department of Defense
DODD	Department of Defense Directive
DODI	Department of Defense Instruction
FAR	Federal Acquisition Regulation
FHP	Force Health Protection
FCG	Foreign Clearance Guide
FN	Foreign National
FY	Fiscal Year
GFE	Government Furnished Equipment
GFP	Government Furnished Property
GFS	Government Furnished Services
IA	Information Assurance
IAW	In Accordance With
IT	Information Technology
JPAS	Joint Personnel Adjudication System

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JTR	Joint Travel Regulation
KO	Contracting Officer
LN	Local National
LOA	Letter of Authorization
NCIC-III	National Crime Information Center Interstate Identification Index
NIST	National Institute of Standards and Technology
ODC	Other Direct Costs
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OSHA	Occupational Safety and Health Administration
OPSEC	Operation Security
PIPO	Phase In/Phase Out
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
QCP	Quality Control Program
RA	Requiring Activity
SOP	Standard Operating Procedures
SPOT	Synchronized Redeployment and Operational Tracker
TCN	Third Country National
TE	Technical Exhibit
TSDB	Terrorist Screening Data Base
U.S.C.	United States Code
USSOUTHCOM	United States Southern Command

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PART 3

Government Furnished Equipment (GFE), Government Furnished Property (GFP), and Government
Furnished Services (GFS)

3. **GOVERNMENT FURNISHED ITEMS AND SERVICES:**

3.1. **Services:** At times, the Government may provide transportation for contractor personnel because of mission requirements. An example of such transportation may include aerial movement to Mocoron from Soto Cano Airbase via helicopter. The government is not responsible for the Contractor's personnel lodging, transportation (other than pre-planned military movements), meals and parking fees, as required. Time in transit or lunch does not count as part of the workday.

3.2 **Facilities:** The Government will provide the necessary workspace for the contractor's staff to provide the support outlined in the PWS.

3.3 **Utilities:** The Government will not provide utilities.

3.4 **Equipment:** The Government will not provide equipment.

3.5 **Materials:** The Government will not provide materials.

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PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4. **CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

4.1 **General.** The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Part 3 of this PWS.

4.2 **Facility Security Clearance:** Not applicable.

4.3. **Materials:** The contractor must be able to print their own documents using their own paper and printer. The contract must also be able to take notes for interpretation and translation services using their own paper and writing utensils.

4.4. **Equipment.** The Contractor must have a laptop with a Windows operating system and have access to the internet.

PART 5

SPECIFIC TASKS

5. **Specific Tasks:** The Contractor shall provide non-personal interpretation and translation from Spanish to English and English to Spanish for unit training events.

5.1 **Basic Services.** The contractor shall provide services for Oral interpretation in support of the Security Forces Assistance Exercise in Honduras. The interpreters shall be able to interpret at native level and be able to interpret simultaneous accurate renditions of the speaker faithfully, including many details and nuances, reflecting the style, register, and cultural context of the source language, without omissions, additions or embellishments. The delivery must be completed with pleasant voice quality and only occasional hesitations, repetitions or corrections.

5.1.1 **Reporting Instructions.** The Contractor shall ensure that all interpreters are at the specific event location 15 minutes before scheduled time of event, every day dressed in appropriate professional appearance (for example, slacks and polo or collared shirt).

5.1.2 **Qualifications.** Service providers shall be technically qualified and experienced native speaking language specialists, to proof-read, edit, and provide the final product layout and output, in the required media format (i.e., hardcopy or electronic).

5.1.3 **On-site Interpretation Services.** The Contractor must provide interpretation from Spanish to English and from English to Spanish as required, enabling communication between the government and other entities. Interpreters shall be physically available during the duration of the Security Forces Assistance Exercise and be ready to provide interpretation services for briefings, meetings, and social events. Interpreters will be authorized one (1.5) hour lunch break each day. Contractor must maintain record of hours worked, Government reserves the right to reallocate hours not worked to other days of event, 24 hours prior, not to exceed hours of interpretation contracted. (Note: the government shall provide a copy of briefings to the interpreters approximately 24 hours prior to a presentation, so they have it as reference material. Interpreters are expected to interpret the speaker and not simply read from the briefing bullets/notes).

5.1.4 **Off-site Translation Services.** Translator shall provide English to Spanish translations of written or digital documents, utilizing Microsoft Word, PowerPoint, and other appropriate word processing tools via email or CD as per COR request. Translations will be reviewed by the government and any errors will be sent back for corrections one time, and shall be returned within one day for pre-event windows and same day for event windows with no errors. The contractor shall return the products via email in the appropriate

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format per the original document (e.g. Microsoft Word or PowerPoint). The contractor shall maintain a log and electronic file with all the products for back up. Translations will primarily be PowerPoint briefings ranging from 15 - 20 pages and will include graphics. Word documents are typically 10-40 pages in size. These generally when provided NLT 4:00 PM and are needed back NLT 4:00 PM the following day for documents up to 5000 words.

5.1.5 On-site Translation Services. The contractor will receive documents for translation hard copy or by email from the government. Work will be primarily assisting with translation of documents and assisting working groups with back brief translations. Translated copies will be provided back to the government within a time period of 20 minutes per 500 words.

5.1.6 Contractor Communication. The contractor shall maintain sufficient means of monitored communications (telephone, E-mail, etc.) to enable rapid contact between the Government and contract manager. The contract shall respond within 20 minutes of the government attempting to contact the contractor.

PART 6

APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

6.1.1 DOD Commercial Use of Imagery Guidelines

6.1.2 AR 190-13, The Army Physical Security Program

6.1.3 Army Directive 2014-05, Policy and Implementation Procedures for CAC Credentialing Access for Uncleared Contractors

6.1.4 DOD 5220.22-M, National Industrial Security Program Operating Manual

6.1.5 Defense Federal Acquisition Regulation Supplement (DFARS)

6.1.6 Joint Travel Regulation (JTR)

6.1.7 AR 735-5, Policies and Procedures for Property Accountability

6.1.8 DODD 8570.01, Information Assurance Training Certification and Workforce Management

6.1.9 DOD 8570.01-M, Information Assurance Workforce Improvement Program

6.1.10 AR 25-2, Information Assurance

6.1.11 DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces

6.1.12 USSOUTHCOM SC Regulation 40-501, Medical Suitability Screening Regulation

6.1.13 DODI 2000.16 DoD Antiterrorism (AT) Program

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PART 7

ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. Attachment/Technical Exhibit List:

7.1 Attachments:

7.1.1 Attachment 1 – Performance Requirements Summary

7.1.2 Attachment 2 – Deliverables Schedule

ATTACHMENT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The standard should relate to timeliness, quality, or quantity (metrics) of service required by the Contractor is stated in the PWS verbiage. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. **These thresholds are critical to mission success.** Para 5 stuff

Performance Objective (The Service required—usually a shall statement)	Standard	Performance Threshold (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	Method of Surveillance
PRS # 1. Combating Trafficking in Persons FAR 52.222-50 c	The Contractor shall Notify its employees of a. The United States Government's zero tolerance policy described in paragraph (b) of this clause The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment	100% Compliance	100% Inspection, COR Validation
PRS # 2. Reporting Instructions Para. 5.1.1	The Contractor shall ensure that all interpreters are at the specific event location 15 minutes before scheduled time of event, every day dressed in appropriate professional appearance (for example, slacks and polo or collared shirt).	100% Compliance	100% Inspection, COR Validation
PRS # 3. On-site Interpretation services Para. 5.1.3	The Contractor must provide interpretation from Spanish to English and from English to Spanish as required, enabling communication between the government and other entities.	Minor interpretation errors that do not impede operations or cause miscommunication.	Government native speaker and Partner Nation observations 100% Inspection

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PRS # 4. Off-site Translation services. Para. 5.1.4	Translations will be reviewed by the government and any errors will be sent back for corrections one time, and shall be returned within one day for pre-event windows and same day for event windows with no errors	Minor translation and errors that do not impede operations or cause miscommunication	Government native speaker and Partner Nation observations 100% Inspection
PRS #5 On-site Translation services Para 5.1.5	The contractor will receive documents for translation by email or hard copy from the government. Translated copies will be provided back to the government within a time period of 20 minutes per 500 words.	Minor translation and errors that do not impede operations or cause miscommunication	Government native speaker and Partner Nation observations 100% Inspection
PRS #6. Communication Para 5.1.6	The contractor shall maintain sufficient means of monitored communications (telephone, E-mail, etc.) to enable rapid contact between the Government and contract manager.	100% Compliance	100% Inspection, COR Validation

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ATTACHMENT 2

Deliverables Schedule

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
QCP [PWS para. 1.6.1]	Within 30 days of contract award.	1 original and 2 copies, within 30 days of contract award	Paper (hard copy), or Briefing Slides	Designated COR via email
Employee List [PWS para. 1.6.7.4]	Within 7 days of contract award.	1 copy	Electronic (Microsoft Word or Excel)	Designated COR via email
Interpretation from Spanish to English and from English to Spanish [PWS para. 5.1.3]	As required, with occasional hesitations, repetitions or corrections.	Not Applicable	Oral delivery	Not Applicable
Off-site English to Spanish translations of written or digital documents [PWS para. 5.1.4]	As required, returned within 12 hours of receipt	2 copies if paper, 1 if electronic	Paper or Electronic (Microsoft Word or Excel), in the appropriate format per the original document	Government key personnel
On-site English to Spanish translations of written or digital documents [PWS para. 5.1.5]	As required, with a time period of 20 minutes per 500 words.	2 copies if paper, 1 if electronic	Paper or Electronic (Microsoft Word or Excel), in the appropriate format per the original document	Government key personnel
The contractor shall maintain sufficient means of monitored communications [PWS para. 5.1.6]	Reply within 20 minutes of Contact	Not Applicable	Telephone, text, or email	Government key personnel

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TECHNICAL EXHIBIT C

Estimated Workload Data

ITEM	LOCATION	DESCRIPTION	TOTAL DAYS	ESTIMATED WORDS
1	Soto Cano AB	Interpretation	209	N/A
2	Soto Cano AB	Translation	209	50000
3	Tegucigalpa	Interpretation	209	N/A
4	Tegucigalpa	Translation	209	50000
5	Puerto Castilla	Interpretation	209	N/A
6	Puerto Castilla	Translation	209	50000
7	Bijagual	Interpretation	209	N/A
8	Bijagual	Translation	209	50000

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ATTACHMENT 1 – OCI LANGUAGE

1.6.17 Organizational Conflict of Interest (OCI).

(a) Work under this contract may create a future organizational conflict of interest (OCI) in the way of unequal access to information that could prohibit the Contractor from competing for, or being awarded future Government contracts. It is not the intention of the 410th RCO, Soto Cano Air Base, Honduras to foreclose a vendor from a competitive acquisition due to a perceived OCI. 410th RCO, Soto Cano Air Base, Honduras Contracting Officers are fully empowered to evaluate each potential OCI scenario based upon the applicable facts and circumstances. The final determination of such action may be negotiated between the impaired vendor and the Contracting Officer. The Contracting Officer's business judgment and sound discretion in identifying, negotiating, and eliminating OCI scenarios should not adversely affect the 410th RCO, Soto Cano Air Base, Honduras policy for competition. The 410th RCO, Soto Cano Air Base, Honduras committed to working with potential vendors to eliminate or mitigate actual and perceived OCI situations, without detriment to the integrity of the competitive process, the mission of the 410th RCO, Soto Cano Air Base, Honduras, the Army, or the legitimate business interests of the vendor community.

(b) Mitigation plans. The Contractor shall review its OCI mitigation procedures to avoid any potential OCI created by performance under this contract. The Contractor shall submit the reviewed OCI mitigation plan to the Contracting Officer no later than thirty (30) days after award. The 410th RCO, Soto Cano Air Base, Honduras reserves the right to reject a mitigation plan, if in the opinion of the Contracting Officer, such a plan is not in the best interests of the 410th RCO, Soto Cano Air Base, Honduras or the Army. Additionally, after award, the 410th RCO Honduras will review OCI mitigation plans, as needed, in the event of changes in the vendor community due to mergers, consolidations, or any unanticipated circumstances that may create an unacceptable organizational conflict of interest.

(c) Potential Organizational Conflict of Interest. The following provides examples of situations where mitigation plans may or may not be required by 410th RCO, Soto Cano Air Base, Honduras. These examples are not intended to be all inclusive.

(1) Unequal access to information. Access to "nonpublic information" as part of the performance of an Army contract could provide the Contractor a competitive advantage in a later competition for another Army contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the Army procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor should be required to submit and negotiate an acceptable mitigation plan. Alternatively, the "nonpublic information" may be provided to all vendors.

(2) Biased ground rules. A Contractor in the course of performance of an Army contract has in some fashion established important "ground rules" for another Army contract, where the same Contractor may be a competitor. For example, a Contractor may have drafted the statement of work, specifications, or evaluation criteria of a future Army procurement. The primary concern of the Army in this case is that a Contractor so situated could slant key aspects of procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the Army procurement anticipate the Contractor may have been in a position to establish important ground rules, including but not limited to those described herein, the Contractor should be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired objectivity. A Contractor in the course of performance of an Army contract is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the Contractor's ability to render impartial advice to the Army could appear to be undermined by the Contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may

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well be insufficient to remove the perception that the objectivity of the Contractor has been tainted. If the requirements of the Army procurement indicate that the Contractor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected Contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

(d) The Contractor shall provide information which concisely describes all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise), relating to the work to be performed and bearing on whether the offeror or Contractor has a possible OCI.

(e) If the Contractor does not disclose any relevant facts concerning an OCI, the Contractor, by signing the contract, warrants that to its best knowledge and belief no such facts exist relevant to possible OCI.

(f) Remedies for nondisclosure. The following are possible remedies should a Contractor refuse to disclose, or misrepresent, any information regarding a potential OCI:

- (1) Refusal to provide adequate information may result in disqualification for award.
- (2) Termination of the contract, if the nondisclosure or misrepresentation is discovered after award.
- (3) Disqualification from subsequent 410th RCO Honduras contracts.
- (4) Other remedial action as may be permitted or provided by law or in the resulting contract.