

**BLANKET PURCHASE AGREEMENT (BPA)  
Translation/Interpretation Services and equipment  
Statement of Work (SOW)**

**A. PRICES**

Terms and Conditions

- This is a Blanket Purchase Agreement (BPA). A BPA is a simplified method of filling anticipated repetitive needs for supplies or services within the Simplified Acquisition Threshold (SAT) that selected vendors can furnish through the issuance of individual call orders.
- The Embassy is not obligated to purchase any definite amount under this agreement.
- Price shall include all labor, materials, overhead, profit, and transportation necessary to deliver the required items to the delivery location(s) as provided on each call order.
- The prices to the Government shall be as low or lower than those charged your most favored customers for comparable quantities under similar terms and conditions, in addition to any discount for prompt payment.

**Definitions:** The BPA Setup will be issued by the Procurement Office. Within the limits of the terms and conditions of this BPA, the BPA call orders will provide instructions such as, but not limited to, delivery point, invoice address, points of contact, currency, and authorized ordering individuals. Changes to the list of authorized ordering individuals shall be recorded by way of a written modification to the master call order by an American Supervisor or in a letter from the section before the individuals place BPA call orders.

**PRICE ADJUSTMENT**

Addendum to FAR 52.216-2 (c)(1) Economic Price Adjustment—Standard Supplies: Pursuant to FAR 12.302(d), the price list may be updated as often as the Contractor desires, provided that the price of items actually delivered shall be the same as the last quotation provided. Retroactive price adjustments or costs associated with returning rejected items as a result of pricing differences shall be borne entirely by the Contractor.

**B. PERFORMANCE WORK STATEMENT**

**GENERAL INFORMATION**

Contractor shall perform written and verbal translation per scope of work required by the Embassy, BPA authorized callers on case-by-case basis.

Contractor rate shall cover all costs associated with the translation requirements, including preparation of the translation, materials, overhead and profit. The Government will not pay any additional expenses.

Contractor shall perform translation services conforming to professional standards. The contractor shall:

- Translate from English to Portuguese vice versa and from English to Spanish vice versa, producing full, idiomatic translations of a broad range of documents of varying complexity including but not limited to technical papers, legal documents, regulations, laws, or government correspondence.
- Properly convey the substance of the words and information to be translated, conducting requisite research and with attention to detail and nuances. The Contractor shall prepare a translation that can be readily understood by the intended target audience. The Contractor shall resolve linguistic problems as they arise and coordinate the work with others as necessary and as directed by the Embassy.
- Display fluent written command of English, Portuguese, and Spanish (when needed), covering a wide range of terminology and specialized vocabulary in many fields. The translated material may be for the information of the Embassy or for publication and dissemination. Translations shall be of such quality of accuracy, terminology, and style that they require minimal review by the Embassy.

The Government may require the Contractor to compare the English, Portuguese and Spanish (when needed) versions of texts of treaties, agreements, and other documents for conformity of meaning prior to signature and publication.

The Contractor shall develop research patterns in order to define the specific parameters that must be mastered to overcome communications problems, often caused by differences in general philosophy, academic education, or scientific methodology among various countries and cultures.

## **B.1 CONSECUTIVE TRANSLATION**

The Contractor shall:

B.1.2. Interpret from and into English, generally in informal situations, but involving in-depth professional exchanges on a wide variety of subjects. The mode of interpretation is usually consecutive, i.e. the interpreter takes notes as a person is speaking and interprets from those notes at regular intervals during the remarks.

B.1.3. Perform instant analysis in order to understand correctly the substance of the words and information to be interpreted, including attention to detail and nuances. The Contractor shall adapt to constantly changing circumstances, personalities, and work environments.

B.1.4. Display fluent spoken and written English, Spanish, and *Portuguese*, covering a wide range of terminology in many fields, as well as knowledge of the government, history, and culture of the United States and of the cultural differences between the languages. After personal research and/or topical briefings by the Government, the Contractor should be able to bridge terminology gaps, different measurement systems, and similar disparities.

B.1.5. Adjust to the demands of diplomatic protocol, protective security requirements, and similar considerations while interpreting with clarity and accuracy. The Contractor shall perform interpreting services with the desired tenor of a public statement or the goals to be reached in a negotiation.

B.1.6. Serve as a notetaker, when needed.

## **B.2 FORMAL SIMULTANEOUS TRANSLATION**

The Contractor shall:

B.2.1. Interpret from and into English, possibly using the consecutive and the simultaneous technique, in structured or unstructured settings, in private or in public, with high level officials on difficult or sensitive assignments, using a wide range of standard and non-standard terminology, for official or unofficial statements. The Contractor shall perform instant analysis in order to understand correctly the substance of the words and information to be interpreted, including attention to detail and nuances. The Contractor shall adapt to constantly changing circumstances, personalities, and work environments.

B.2.2. Display fluent spoken and written English and *[Note to Contracting Officer: Fill in appropriate language]*, covering a wide range of terminology in many fields, as well as thorough knowledge of the government, history, and culture of the United States and of the cultural differences between the languages. The Contractor shall also possess sufficient specialized knowledge to be able to handle, with personal research and/or topical briefings by the Government, any technical subject of high complexity, and be able to bridge terminology gaps, incongruent methodologies, different measurement systems, and similar disparities.

B.2.3. Perform interpreting with clarity, accuracy, and professional, poised delivery. The Contractor shall perform interpreting services with the desired tenor of a public statement or the goals to be reached in a negotiation.

B.2.4. Trace, analyze, and define previously unknown concepts and theories, developing equally sophisticated counterparts that have the equivalent meaning and impact in a different cultural environment.

B.2.5. Adjust to the demands of diplomatic protocol, protective security requirements, and similar considerations. The Contractor may be required to take on a public relations or mediating role as part of the interpreting, so as not to jeopardize policies and program objectives and in order to obtain the desired results.

B.2.6. Serve as official notetaker, when needed.

## **B.3. LOGISTICS**

B.3.1. Date, Time, and Location. The Contractor shall provide interpreting services on the following in all locations in Brazil.

B.3.2. Transportation. The Contractor is responsible for transportation to and from all locations and events.

B.3.3. Equipment. The Government shall supply the materials and equipment listed at Attachment 2, and the Contractor shall supply the materials and equipment listed at Attachment 3. ***[Note to Contracting Officer: Delete if equipment will not be required for this action.]***

## **B.4. ADMINISTRATIVE RECORDS**

The Contractor shall maintain administrative files, which shall at a minimum include time and attendance records for all employees furnished under the contract. The COR is authorized to

examine the Contractor's administrative files. Daily time and attendance records shall be maintained and may be reviewed as required by the COR.

**C. INSPECTION AND ACCEPTANCE**

**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 Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](http://Acquisition.gov) this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](http://e-CFR) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

CLAUSE TITLE AND DATE

52.246-6 INSPECTION—TIME AND MATERIAL AND LABOR HOUR (MAY 2001)

C.1. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP). This plan is designed to provide an effective surveillance method to promote effective Contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the service provided. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Paragraph	Performance Threshold
<p align="center"><u>Services</u></p> <p>Performs all interpreting services set forth in the Performance Work Statement (PWS).</p>	<p>B.1. thru B.4</p>	<p>All required services are performed and no more than one (1) <b>[Note to Contracting Officer: insert different number if desired]</b> customer complaint is received per month <b>[Note to Contracting Officer: add other measures as desired]</b></p>

C.1.1 Surveillance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

C.1.2 Standard. The performance standard is that the Government receives no more than one (1) [*Note to Contracting Officer: insert other number if desired*] customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-6, Inspection – Time and Material and Labor-Hour (MAY 2001) ), if any of the services exceed the standard.

C.1.3 Procedures

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## **D. INVOICING AND PAYING INSTRUCTIONS**

The Contractor shall send the invoices to the BPA caller and the Financial Management Center (FMC) at the mission with electronic copies. All invoices must be sent by e-mail to [BrasiliaDBO@state.gov](mailto:BrasiliaDBO@state.gov) upon items delivery at the Embassy of the United States. Each invoice must contain an itemized list of the items ordered.

Payment will be made via EFT (electronic funds transfer) up to 30 days after completion of services and receipt of a valid invoice.

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

**E. SPECIAL CONTRACT REQUIREMENTS**

**E.1 PERMITS**

Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract.

**E.2 RELEASE OF INFORMATION**

All information furnished to the Contractor and developed by the Contractor in connection with this transaction shall be considered privileged. The Contractor shall make no public announcements, including news or press releases about this contract.

**E.3 STANDARDS OF CONDUCT**

The Contractor shall maintain satisfactory standards of competency, conduct, cleanliness, appearance and integrity. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves and the United States Government. Interpreters must at all times use politeness and courtesy in the course of their duties.

**TABLE 1 - INTERPRETING SERVICES/CONSECUTIVE TRANSLATION/  
SIMULTANEOUS TRANSLATION**

**Languages:** English/Portuguese/English and English/Spanish/English

<b>PRICES – for Interpreting Services</b>		
	Cost (BRL)	Ceiling Price
Estimated per day		
Hourly Rate		
Price per interpreter		
Extra hour		
<b>PRICES – for Consecutive Translation</b>		
	Cost (BRL)	Ceiling Price
Estimated per day		
Hourly Rate		
Price per interpreter		
Extra hour		
<b>PRICES – formal Simultaneous Translation</b>		
Type	Cost (BRL)	Ceiling Price
Estimated per day		
Hourly Rate		
Price per interpreter		
Extra hour		

**TABLE 2 - TRANSLATION OF DOCUMENTS**

**Languages:** English/Portuguese/English and English/Spanish/English

<b>Translation of Documents</b>		
Type	Cost (BRL)	Description
Translation		
Translation per word		
Translation per lauda		
Emergency Fee (if applicable)		

**TABLE 3 – TRANSPORTATION AND ACCOMMODATION COSTS**

**Languages:** English/Portuguese/English and English/Spanish/English

<b>Air Ticket, Hotel and Meals -if applicable</b>		
Type	Cost (BRL)	Description
Air ticket		
Hotel		
Meals		
Transportation by car or bus		

**TABLE 4 - TRANSLATION BY A CERTIFIED TRANSLATOR**

**Languages:** English/Portuguese/English and English/Spanish/English

Such translations must be accompanied by a signed translator certification statement including the date of the translation, the name, and version date of the translated document. A copy of the certification should be attached to the translation

<b>Translation and Emergency Fee</b>		
Type	Cost (BRL)	Description
Translation by a Certified Translator		
Translation per word		
Translation per lauda		
Emergency Fee (if applicable)		

**TABLE 5 – TRANSLATION EQUIPMENT**

List the equipment provided by your company.

<b>Translation and Emergency Fee</b>		
Type	Cost (BRL)	Description