SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: See Schedule

PAGE 1 OF 30

2. CONTRACT NO.: 68HERH19C0003

3. AWARD/ EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER: 68HERH19Q0008

6. SOLICITATION ISSUE DATE: 11/20/2018

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Eric Ward

b. TELEPHONE NUMBER (No collect calls): 202-564-2937

8. OFFER DUE DATE/LOCAL TIME: ET

9. ISSUED BY CODE: HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:

☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☒ 8(A)

NAICS: 541930

SIZE STANDARD: $7.50

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS:

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING:

14. METHOD OF SOLICITATION
☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE: HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

16. ADMINISTERED BY CODE: HPOD

HPOD
US Environmental Protection Agency
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N. W.
Mail Code: 3803R
Washington DC 20460

17a. CONTRACTOR/ OFFEROR CODE: 964390350 FACILITY CODE:

Riva Solutions, Inc.
Attn: Angelica Matias
8000 Westpark Dr.
MC LEAN VA 22102

TELEPHONE NO. 2022625358

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE:

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	DUNS Number: 964390350 ---------- TRANSLATION, IN-PERSON INTERPRETATION, AND TELEPHONIC INTERPRETATION SERVICES ---------- Contracting Officer's Representative: Waleska Nieves-Munoz Telephone: (202)564-7103 Email: Nieves-Munoz.Waleska@epa.gov *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$270,000.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 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)*
ELECTRONIC SIGNATURE

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*
Sheila Dolan

31c. DATE SIGNED
02/26/2019

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

	Max Expire Date: 02/29/2024				
	Period of Performance: 03/01/2019 to 02/29/2020				
0001	Base Period - Document Translation, In-Person Interpretation, & Telephonic Interpretation				
	The contractor shall provide required support services in accordance with the Performance Work Statement. All pricing shall be billed in accordance with the attached pricing proposal. This is a Time & Materials line item with a not-to-exceed (NTE) amount of $270,000.00.				
	POP: 03/01/2019 - 02/29/2020				
	Requisition No: PR-OA-19-00025, PR-OGC-19-00004, PR-OLEM-19-00001				
	Accounting Info: 18-H-D3C-000D91-2505-19D3C17001-003 BFY: 18 Fund: H Budget Org: D3C Program (PRC): 000D91 Budget (BOC): 2505 Job #: ZQ00 DCN - Line ID: 19D3C17001-003				
	Funding Flag: Partial				
	Funded: $107,536.09				
	Accounting Info: 18-H-D3C-000D91-2505-19D3C17001-001 BFY: 18 Fund: H Budget Org: D3C Program (PRC): 000D91 Budget (BOC): 2505 Job #: ZQ00 DCN - Line ID: 19D3C17001-001				
	Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR
Riva Solutions, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funding Flag: Partial Funded: $2,463.91 Accounting Info: 18-19-B-39I-000NE7-2504-1939I9C001-001 BFY: 18 EFY: 19 Fund: B Budget Org: 39I Program (PRC): 000NE7 Budget (BOC): 2504 DCN - Line ID: 1939I9C001-001 Funding Flag: Partial Funded: $15,000.00 Accounting Info: 19-20-B-QJ-000ME9-2505-1911J91004-001 BFY: 19 EFY: 20 Fund: B Budget Org: QJ Program (PRC): 000ME9 Budget (BOC): 2505 DCN - Line ID: 1911J91004-001 Funding Flag: Partial Funded: $145,000.00				
1001	Option Period I - Document Translation, In-Person Interpretation, & Telephonic Interpretation The contractor shall provide required support services in accordance with the Performance Work Statement. All pricing shall be billed in accordance with the attached price proposal. This is a Time & Materials line item with a NTE amount of $270,000.00. P.O.P: 03/01/2020 - 02/28/2021 (Option Line Item) 02/01/2020				270,000.00
2001	Option Period II - Document Translation, In-Person Interpretation, & Telephonic Interpretation The contractor shall provide required support services in accordance with the Performance Work Statement. All pricing shall be billed in accordance with the attached pricing proposal. This is a Time & Materials line item with a NTE amount of $270,000.00. P.O.P: 03/01/2021 - 02/28/2022 (Option Line Item) 02/01/2021				270,000.00
3001	Option Period III - Document Translation, Continued ...				270,000.00

NAME OF OFFEROR OR CONTRACTOR
Riva Solutions, Inc.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	In-Person Interpretation, & Telephonic Interpretation The contractor shall provide required support services in accordance with the Performance Work Statement. All pricing shall be billed in accordance with the pricing proposal attached. This is a Time & Materials line item with a NTE amount of $270,000.00. P.O.P: 03/01/2022 - 02/28/2023 (Option Line Item) 02/01/2022				
4001	Option Period IV - Document Translation, In-Person Interpretation, & Telephonic Interpretation The contractor shall provide required support services in accordance with the Performance Work Statement. All pricing shall be billed in accordance with the pricing proposal attached. This is a Time & Materials line item with a NTE amount of $270,000.00. P.O.P: 03/01/2023 - 02/29/2024 (Option Line Item) 02/01/2023				270,000.00

PERFORMANCE WORK STATEMENT (PWS)
TRANSLATION, IN-PERSON INTERPRETATION, AND TELEPHONIC INTERPRETATION SERVICES FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY EXTERNAL CIVIL RIGHTS COMPLIANCE OFFICE

BACKGROUND & PURPOSE:

As required by Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," and as part of its implementation of the February 17, 2011, memorandum entitled "Federal Government's Renewed Commitment to Language Access Obligations Under Executive Order 13166", the United States Environmental Protection Agency (EPA), Office of General Counsel (OGC), External Civil Rights Compliance Office (ECRCO) is committed to establishing a contract for translation, in-person interpretation, and telephonic interpretation services to be made available for all EPA regional and program offices. The implementation of these services will better enable communication with limited English proficient (LEP) individuals throughout the United States and its territories.

TASK 1: PROJECT MANAGEMENT

The Project Manager (PM) will have the responsibility of the planning and the executing of Translations, Interpretation, Ad Hoc support, and Emergencies and Crisis Communication's requests. The PM also will coordinate with the LEP Coordinator and Contracting Officer's Representative (COR) on the process to provide the services to the requestors. The COR will finalize the requests and provide details in a Direction from the COR Document (DCORD).[1]

TASK 2 – TRANSLATIONS:

Translation is the process by which a translator takes a written message from a source language and renders that written message into a different target language in writing (e.g., English into Spanish, English into Vietnamese, Spanish into English, etc.).[2]

The amount of words per page will vary and is unknown at this time, therefore, will not be provided. The types of documents that EPA's regional and program offices may submit may include, but are not limited to:

- Brochures
- Question & Answer Documents
- Correspondence
- Reports
- Technical Documents
- Fact Sheets
- Settlement Agreements
- Press Statements
- Final Agency Decisions
- Other Vital Documents

[1] Process will be discussed at the kickoff meeting.
[2] Standard Operating Procedure for Obtaining Translation and Interpretation Services for LEP Persons under the EPA Agencywide Contract http://intranet.epa.gov/civilrights/pdfs/2015_standard_operating_procedures.pdf

All material will be provided to the contractor via email or in another electronic format (e.g., flat files, portable document format (PDF), etc.), facsimile, or via the United States Postal Service (USPS) mail. The contractor shall be capable of receiving material by email, in electronic format, facsimile, and by mail via the USPS or courier delivery. None of the material to be translated will be hand-written. Documents needing to be translated will be provided to the contractor in either Microsoft (MS) Word, PDF, or other editable formats.

The material to be translated shall be due no later than one (1) week after the material is provided to the contractor, unless a different mutually agreed upon timeframe is set in the Direction from the COR Document (DCORD).

Documents need to be submitted via email to the EPA in MS Word format unless otherwise specified in a technical directive during contract performance (formats: Adobe Acrobat, InDesing, Quarke, FrameMaker, PafeMaker) Deliverables shall be submitted to the EPA in the following format: typed, double-spaced, on 8 ½ x 11" or 8 ½ x 14" white paper with 1" margins on all sides, in Times New Roman and 12-point font.

REQUIREMENTS FOR TRANSLATIONS:

Though LEP populations within the United States (U.S.) and U.S. territories may change over time, currently, the seven (7) most prominent languages other than English used by LEP persons are: (1) Spanish, (2) Mandarin Chinese (traditional), (3) Mandarin Chinese (simplified), (4) Vietnamese, (5) Korean, (6) Tagalog, and (7) Russian. The contractor should have the capability to expand to other languages not explicitly stated above, as needed by the EPA including Native American and Alaskan languages. The details on the interpretation event will be provided to the contractor in the Direction from the COR Document (DCORD).

1. The contractor must have qualified professional translators.[3]
2. The contractor should have an understanding in environmental, health, scientific, legal terms and professional jargon.
3. The contractor shall follow the Spanish Language Style and Glossaries for U.S. Government Web Sites –

   http://www.usa.gov/webcontent/spanish_guide/spanish_index.shtml

   In addition, the contractor shall use the EPA Terms of Environment Glossary, Abbreviations, and Acronyms in Spanish for the translation –

   https://espanol.epa.gov/espanol/glosario-ambiental-bilingue

[3]A certified professional translator and/or interpreter is one whose competency is assured based upon professional qualifications. Appropriate professional qualifications include a Master of Arts degree in translation/interpretation, or accreditation from the American Translators Association, or other recognized accrediting body. Of course, to be qualified, both translators and interpreters must have appropriate training regarding professional confidentiality and conduct standards.

4. EPA will need for the contractor to provide a two-level translation/translation review for each translation. Once the certified professional translator completes the initial translation, EPA would like for the translation to receive an "edited translation." That is, the translation will also go through an additional certified professional who will then do an edit of the document before it is returned to EPA.

5. The contractor must be capable to provide quality and professional graphic design and form layout services. The contractor should provide layouts in MS Word, PowerPoint, Publisher, Illustrator and Photoshop for PC and Desktop Publishing for Windows and Macintosh in programs including, but not limited to: In Design, Quark Passport, Quark Express, Frame Maker, Illustrator, PageMaker, Persuasion, Photoshop, Streamline, MS Word and Power Point among others.

TASK 3 – IN-PERSON INTERPRETATIONS:

Interpretation is the process by which an interpreter takes a message from a source language and orally renders that message in a different target language (e.g., English into Spanish, English into Vietnamese, Spanish into English, etc.).[4]The need for in-person interpretation services will vary greatly based on the service population, the audience, and the type of forum.

Though LEP populations within the United States and U.S. territories may change over time, currently, the seven (7) most prominent languages other than English used by LEP persons are: (1) Spanish, (2) Mandarin Chinese (traditional), (3) Mandarin Chinese (simplified), (4) Vietnamese, (5) Korean, (6) Tagalog, and (7) Russian. The contractor must be able to provide effective interpretation in these languages and, in addition, the contractor should have the capability to expand to other languages not explicitly stated above, as needed by the EPA including Native American and Alaskan languages. The types of forums that the EPA may request an interpreter may include, but is not limited to:

Public Hearings/Meetings	Investigative Interviews
Presentations	Speeches
Public Outreach Events	Emergency Response

REQUIREMENTS FOR IN-PERSON INTERPRETATIONS:

1. The contractor must have the capability to provide simultaneous interpretation in certain forums throughout the United States and U.S. territories.
2. The contractor must be able to provide certified professional interpreters in the prominent languages previously stated as well as have the capability to expand to other languages as needed by the EPA.

TASK 3.1 – INTERPRETATIONS EQUIPMENT & TRAVEL

[4] Standard Operating Procedure for Obtaining Translation and Interpretation Services for LEP Persons under the EPA Agencywide Contract http://intranet.epa.gov/civilrights/pdfs/2015_standard_operating_procedures.pdf

1. The contractor must be able to provide equipment such as headsets (best available technology), booths (Table-Top or Fully Enclosed-BoothFull) and other equipment in support of certain town hall meetings or conferences such as control unit, transmitter, wireless receiver-FM, Headset-Single-Ear, Technician, Assistant Technician, Technician's Services/Dismantling, Wired Microphone, Mixer-5 channel, Microphone-wireless Handheld, control unity-delegate microphone, microphone delegate, small public address system (25-to 100 people) and others.
2. The contractor must be able to provide onsite technicians to assemble and breakdown all equipment
3. The contractor shall find local interpreters and technicians for the events, in the event that local interpreters technicians cannot be found, the should be considered to find interpreters and technicians outsides of the area. Travel must be incurred and invoiced at cost in the accordance with Government travel and per diem guidelines established by General Services Administration (GSA).

TASK 4 – TELEPHONIC INTERPRETATIONS:

Interpretation is the process by which an interpreter takes a message from a source language and orally renders that message in a different target language (e.g., English into Spanish, English into Vietnamese, Spanish into English, etc.).[5] This process can be done also by phone. Linguists available on live telephone lines within one (1) minute to help EPA employees, and contractors communicate.

Though LEP populations within the United States may change over time, currently, the seven (7) most prominent languages other than English used by LEP persons are: (1) Spanish, (2) Mandarin Chinese (traditional), (3) Mandarin Chinese (simplified), (4) Vietnamese, (5) Korean, (6) Tagalog, and (7) Russian. The contractor must be able to provide effective interpretation in these languages and, in addition, the contractor should have the capability to expand to other languages not explicitly stated above, as needed by the EPA including Native American and Alaskan languages.

REQUIREMENTS FOR TELEPHONIC INTERPRETATIONS:

1. Telephonic Interpretation Support in 150+ languages to meet the needs of LEP individuals in the U.S. and its territories. The initial focus would be on the seven (7) more commonly used languages, as previously listed, with the expansion capability to support 150+ languages.
2. Simple logistics for EPA's record keeping that would enable EPA to keep an accurate record of use of the telephonic service, including the language requested/provided and the length of time of the call. (For example, specific corresponding codes for each program/regional office – 800 number, enter an access code, request the required language and within a minute or less the interpreter is online).
3. Provide training to EPA employees on the use of the telephonic interpretation service. In addition to in-person training for LEP working group representatives and others, the

[5] Standard Operating Procedure for Obtaining Translation and Interpretation Services for LEP Persons under the EPA Agencywide Contract http://intranet.epa.gov/civilrights/pdfs/2015_standard_operating_procedures.pdf

contractor shall provide any additional training material(s) or quick reference guides to augment the in-person training sessions. Details on how the training is expected to be delivered will be provided and outlined in a DCORD.

4. The contractor shall ensure that, subject to any limitations of the EPA's current telephone system, calls that require transferring to an EPA regional office or to HQ by a regional office are successfully transferred so that the customer caller and interpreter remain on the line to communicate with the EPA representative located at the EPA regional office.
5. The contractor shall comply with all §504 & §508 of the Rehabilitation Act of 1973 (as amended) to support EPA employees or callers with disabilities.
6. With the exception of initial and subsequent training, as needed, and contract monitoring meetings, when needed, the work will be performed via telephone from the contractor's location. While it is envisioned that the existing 1-800 telephone numbers will be used for the purpose of providing this service to EPA customers, the contractor shall be prepared to assist the EPA in the establishment of additional 1-800 telephone numbers for the purpose of providing this telephonic interpretation service.
7. Provide customer support and troubleshooting assistance and should be accessible to all EPA regional and program offices to include, but not limited to, offices located in the U.S. territories.
8. The contractor shall provide regular quality assurance to ensure that interpreters are qualified, responsive, accurate in their interpreting, professional and polite. Results of the quality assurance monitoring shall be included in the monthly status reporting and shall include identification of the issues and resolution of any such issues.
9. The contractor shall propose performance metrics for review and approval by the EPA that are consistent with the Expected Outcomes described herein. The performance metrics shall include any industry standards for telephonic interpretation services, such as, but not limited to, (1) time to answer call and (2) time it takes to engage an appropriate interpreter.

TASK 5 – AD HOC SUPPORT:

The contractor shall provide support to the EPA on an ad hoc basis within the scope of this contract, but which do not fall under the requirements of Executive Order 13166. The details of the support required will be outlined in the DCORD. In general, ad hoc support may include, but is not limited to, support for translations needed by the EPA's Regional and Program Offices that are not required by law in order to provide access to LEP persons. For example, the translation from Spanish to English of enforcement case documents/records submitted to EPA in Spanish by Puerto Rico or an interpretation request in support of a meeting between a foreign government or business entity with EPA officials.

REQUIREMENTS FOR AD HOC SUPPORT:

Tasks performed under this section of the SOW will be ordered on an as-needed basis and must be approved by the Contracting Officer (CO), via a modification to the contract, prior to performance of any work associated with the task. Each modification to approve work under this section will obligate the requisite amount of funding needed, and agreed upon between parties, to complete the work. The total price of each task ordered under this section of the SOW will be firm-fixed price. Prices proposed for work under this task must be equal to or discounted from

final agreed to prices under this contract. Specifics of each ad hoc task will be provided to the contractor in a separate DCORD with the modification package. Travel may be incurred for ad hoc support with the approval of the Contract Officer (CO).

TASK 6- EMERGENCIES & CRISIS COMMUNICATIONS

An emergency/crisis situation is when the Office of Public Affairs (OPA) at HQ or a Public Affairs Directors (PAD) in an EPA region is engaged in an emergency and/or high profile matter, requiring time sensitive communication with LEP individuals and/or communities.

In the event of such an emergency/crisis situation, the contractor shall have the personnel available seven (7) days a week and 24 hours per day and be able to respond by email or a phone call to the COR or EPA personnel authorized to submit a request for services of emergencies and crisis situations in 30 to 45 minutes. The EPA personnel authorized are identified as an LEP Alternate Emergency Point of Contact (LEP AEPC).[6]

In the event of a government shutdown, no work is authorized to be performed under this contract unless the contractor is notified by the Contracting Officer otherwise.

If work ordered under Task 5 is expected to exceed the task order ceiling amount, for the respective performance period, the contractor shall not perform the work. Instead the contract must contact the Contracting Officer and the COR immediately so that a contract action can be authorized and executed, if need be.

TRANSLATIONS FOR EMERGENCY/CRISIS SITUATIONS:

The types of documents that may need to be translated in the events of emergencies and crisis situations include:

- Question & Answer Documents
- Correspondence
- Reports
- Other Vital Documents
- Settlement Agreements
- Press Statements
- Fact Sheets
- Meeting Advisories

The amount of words per page will vary and is unknown at this time, therefore, is not being provided. After the material to be translated is provided to the contractor, the translations shall be due no later than the time requested by the LEP AEPC. It is expected to be less than a 24 hour turn around. After the request is submitted by the authorized EPA personnel, within three (3) days of the request the contractor shall submit the estimate of the work performed to the ECRCO COR. The ECRCO COR will document the request in a DCORD and will submit to the contractor.

[6] Under emergency/crisis situations the following authorized LEP AEPC(s) may direct the contractor to perform the required language assistance service and are identified as the following: Director of ECRCO, Director of Public Affairs, ECRCO COR, ECRCO Alternate COR, and Contracting Officer.

IN-PERSON INTERPRETATIONS FOR EMERGENCY/CRISIS SITUATIONS:

In the event of emergency/crisis situations the need for in-person interpretation services will vary greatly based on emergency need and the service population, the audience, and the type of meeting or public meeting. The interpreter shall be available for the time established in the request submitted to the contractor by the LEP AEPC. After the request is submitted by the authorized EPA personnel, within three (3) days of the request the contractor shall submit the estimate of the work performed to the ECRCO COR. The ECRCO COR will document the request in a DCORD and will submit to the contractor. The types of forums that the EPA may request an interpreter may include, but is not limited to:

Public Hearings/Meetings	Investigative Interviews
Presentations	Speeches
Public Outreach Events	Emergency Response

PERIOD OF PERFORMANCE OF CONTRACT:

The performance period of the contract is for a total of five (5) years consisting of a base period and four (4) years option periods. The effective dates of each performance period are stated in the order award.

REPORTING:

The contractor shall prepare for and submit to the EPA's designated representative a monthly report that itemizes by EPA regional and/or program office:

1. Document Translation: each requested translation; the language(s) involved; and any issues encountered;
2. In-Person Interpretation: each requested interpretation service; location of the event; the language (s) involved, and any issues encountered;
3. Telephonic Interpretation: the number of calls; actual time and/or average time per call; languages used; any issues encountered (e.g., connectivity, language challenges, misunderstanding of nature of call, and so on).
4. Ad Hoc Support: each requested ad hoc support task with the specification of the support provided and any issue(s) encountered.

Additionally, in any given performance period, if the price of work ordered is within 75% of the performance period price ceiling, i.e., not-to-exceed amount, or the performance period funded amount, whichever is less, then the contractor shall immediately notify the CO and the Contracting Officer's Representative (COR) in writing.

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

(1) U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.

(2) Voucher Number - insert the voucher number as shown on the Standard Form 1034.

(3) Schedule Number - leave blank.

(4) Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

(5) Number and Date of Order - insert payee's name and address as in the Standard Form 1034.

(6) Articles or Services - insert the contract number as in the Standard Form 1034.

(7) Amount - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).

(8) A summary of claimed current and cumulative costs and fee by major cost element. Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.

(9) The fee shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate,
the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds $1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) – identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) – identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed $2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting
is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds $1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed $2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice.
The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's

accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

(1) Contractor's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer. The Payee's DUNS number and Tax Identification number should also be listed below the address.

(2) Contract Number - insert the number of the contract under which reimbursement is claimed.

(3) First voucher number and completion voucher number.

(4) Total amount of cost claimed for each cost element category through the completion voucher.

(5) Total Fee awarded.

(6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any
fiscal period.

(7) Fiscal year.

(8) Indirect cost center.

(9) Appropriate basis for allocation.

(10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).

(11) Signature.

(12) Official title.

(13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.