

# RECLAMATION

*Managing Water in the West*

## Reclamation Acquisition Regulation (RAR) System

October 2007



U.S. Department of the Interior  
Bureau of Reclamation  
Acquisition and Assistance Management Division  
Denver, Colorado

# RECLAMATION ACQUISITION REGULATION SYSTEM

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# **PART WBR 1401**

## **RECLAMATION ACQUISITION REGULATIONS SYSTEM**

### **SUBPART WBR 1401.3 -- AGENCY ACQUISITION REGULATIONS**

#### **WBR 1401.301 Policy.**

(a) The Bureau of Reclamation implements and supplements the Federal Acquisition Regulation (FAR) and the Department of the Interior Acquisition Regulation (DIAR) through the Reclamation Acquisition Regulation (RAR) System.

(b) The RAR is issued pursuant to the authority delegated under [Part 255, Chapter 3.1 of the Departmental Manual \(255 DM 3.1\)](#) and the Reclamation Manual (RCD 03-01).

(c)

(1) Except as provided in subparagraph (c)(2) below, all RAR revisions are issued for comment prior to issuance.

(2) When statutory implementation dates preclude sufficient time for comment, interim procedures shall be issued with a concurrent request for comments.

#### **WBR 1401.303 Publication and codification.**

##### **WBR 1401.303-80 Arrangement of Reclamation acquisition regulations.**

(a) Numbering.

(1) RAR System issuances conform to the numbering conventions contained in [FAR 1.105-2](#).

(2) Supplementary coverage for which there is no counterpart in the FAR or DIAR is identified using part, subpart, section, or subsection numbers of 80 and up (e.g., WBR 1401.303-80). Coverage which is unique to Reclamation (i.e., is not the result of a higher-level regulatory requirement) is identified by underlining the text, except for text in Part WBR 1452 and 1453.

(3) Solicitation provisions and contract clauses issued for local use shall be identified in accordance with [WBR1452.103-80](#).

(b) Citations. Pursuant to the DIAR, citations of issuances under the RAR use the prefix "WBR" followed by the number designated in accordance with paragraph (a) above.

**WBR 1401.304 Agency control and compliance procedures.**

(a) The BPC is responsible for --

(1) Development and maintenance of the RAR System;

(2) Ensuring that periodic reviews are conducted of the RAR System to control and limit issuances and ensure compliance with FAR Part 1 and [DIAR Part 1401](#).

(b) The CCO is responsible for issuance of any local procedures necessary to implement or supplement higher level acquisition issuances.

**WBR 1401.370 Interior Acquisition Regulation Council.** The BPC is the Reclamation member of the Interior Acquisition Regulation Council (IARC).

**SUBPART WBR 1401.4 -- DEVIATIONS FROM THE RAR**

**WBR 1401.480 Individual and class deviations from the RAR.**

(a) The BPC is authorized to approve any deviations from the RAR.

(b) Requests shall be submitted by the CCO and shall include a justification for the deviation and the impact if it is not granted. For class deviations, the justification shall indicate an estimate of the contract actions affected.

(c) The justification and the approval shall be included or referenced in each applicable contract file.

**SUBPART WBR 1401.6**

**CAREER DEVELOPMENT, CONTRACTING AUTHORITY AND RESPONSIBILITIES**

**WBR 1401.601 General.**

The Secretary's authority and responsibility to contract for supplies and services has been redelegated to the Assistant Secretary - Water and Science in [Part 205, Chapter 11.1 of the Departmental Manual \(205 DM 11.1\)](#). This authority has been further redelegated to the Commissioner in [Part 255, Chapter 3.1H of the Departmental Manual \(255 DM 3.1H\)](#). Pursuant to [DIAR 1401.601 \(c\)](#) and [Subpart 1402.1](#), the Director, Management Services, 84-27000, is the HCA for Reclamation and may redelegate contracting authority in accordance with the procedures in [WBR 1401.603](#).

**WBR 1401.602 Contracting officers.**

**WBR 1401.602-1 Authority.** To comply with the information requirements of [DIAR 1401.602-1](#) --

- (a) AAMD shall maintain a database containing information on CO appointments; and
- (b) The CCO shall ensure that records are maintained which identify --
  - (1) Each CO in the contracting office holding a certificate of appointment (COA);
  - (2) The amount and limitation of the COA; and
  - (3) The maintenance training obtained by each CO for each fiscal year.

**WBR 1401.602-3 Ratification of unauthorized commitments.**

(a) Notification. Upon receipt of information regarding an unauthorized commitment made by a Reclamation employee, the CCO shall --

- (1) Confirm the commitment with the employee;
- (2) Provide written notice of the action to the employee's supervisor, and any other party deemed appropriate; and
- (3) Request that a statement of facts be prepared in accordance with paragraph (b) below.

(b) Statement of facts.

(1) Upon receipt of a request under subparagraph (a)(3) above, the initiating office shall prepare a written statement of facts which shall be signed by the employee and the employee's supervisor. The statement shall include, as a minimum, the following information:

(i) The name, title, office location, and telephone number of the employee who made the unauthorized commitment;

(ii) A detailed summary which demonstrates compliance with [FAR 1.602-3\(c\)\(1\) through \(c\)\(3\)](#) and [FAR 1.602-3\(c\)\(6\)](#);

(iii)

(A) A list of the acquisition sources solicited, if any, and the rationale for the source selected; or

(B) A justification for the absence of competition in accordance with [FAR 1.601\(a\)\(4\)](#) ;

(iv) Identification of any previous unauthorized commitments made by the employee;

(v) Action taken to prevent a recurrence of the commitment; and

(vi) A copy of all relevant documents and records pertaining to the commitment.

(2) The signed statement of facts shall be forwarded to the CCO for action under paragraph (c) below.

(c) Contracting officer action. Upon receipt of the statement of facts prepared in accordance with paragraph (b) above, the CCO shall be responsible for preparation of a determination and findings to support a ratification decision under paragraph (d) below.

(1) If ratification is recommended --

(i) A determination and findings shall be prepared to document full compliance with the limitations contained in [FAR 1.602-3\(c\)](#) and shall include --

(A) A determination of price reasonableness and payment;

(B) A statement as to whether the action proposed for ratification resulted from a CO exceeding the limitations specified in the CO's certificate of appointment; and

(C) Reasons for the CO exceeding the limitations, if applicable;

(ii) A bilateral contract document (or, if appropriate, a purchase order signed by both parties) shall be prepared and shall contain the following statement in a prominent location: "This action involves an unauthorized commitment which has been ratified pursuant to [FAR 1.602-3](#);" and

(iii) Legal review of the documents in subparagraphs (c)(1)(I) and (c)(1)(ii) shall be obtained from the Office of the Solicitor for commitments in excess the micropurchase threshold pursuant to [DIAPR 2001-3](#).

(2) If ratification is not recommended, a determination and findings shall be prepared to support such position. Advice shall be obtained from the Office of the Solicitor regarding possible resolution of the matter as a claim to the General Accounting Office under [FAR 1.602-3\(d\)](#).

(3) The determination and findings shall be prepared in accordance with subparagraph (c)(1) or (c)(2) above, signed by the CO and submitted for approval under paragraph (d) below. The statement of facts prescribed by subparagraph (b), and the contractual document prepared in accordance with subparagraph (c)(1)(ii) above shall also be submitted for approval.

(d) Approvals.

(1) Except as provided in subparagraph (d)(2) below, CCO's are authorized to ratify unauthorized commitments pursuant to [FAR 1.602-3\(b\) \(2\)](#) and [DIAR 1401.602-3](#) . If a CCO does not hold a certificate of appointment to cover the commitment amount, the HCA shall approve the ratification.

(2) Unauthorized commitments which result from a CO exceeding the limitations of the certificate of appointment shall be ratified by the HCA. In reviewing the circumstances involving the commitment, the HCA shall determine what, if any, revisions shall be made to the certificate of appointment.

(e) Payment.

(1) In cases where an invoice has been received for an unauthorized commitment which has not been approved under paragraph (d) above, the invoice shall be considered as an improper invoice and shall be returned within 7 calendar days with the notification required by [FAR 32.905\(e\)](#). The notification shall indicate that the invoice involves an unauthorized commitment requiring ratification and if ratified, a contract document (or purchase order) will be transmitted for signature and an invoice for payment may then be resubmitted.

(2) If the commitment is not ratified, advice shall be obtained from the Office of the Solicitor regarding notification for possible submission of a claim to the General Accounting Office under [FAR 1.602-3 \(d\)](#).

**WBR 1401.603 Selection, appointment, and termination of appointment.**

**WBR 1401.603-1 General.**

(a) Pursuant to [DIAR 1401.603-1](#), the BPC is authorized to appoint CO's and terminate their appointments in accordance with the Department of the Interior Contracting Officer's Certificate of Appointment (COA) Manual. Requests for appointment, deviations, terminations of appointment, or other information on the COA shall be submitted to AAMD, 84-27800, for action in accordance with [WBR 1401.603-3](#).

**WBR 1401.603-3 Appointment.**

(a) Nomination. The CCO is responsible for nominating individuals for contracting officer appointments. As required by [FAR 1.603-2](#), the nomination request shall document ability to comply with the standards contained in the COA Manual and shall be submitted in accordance with the procedures of the COA Manual.

(b) Maintaining a certificate of appointment.

(1) CO's who have been issued certificates of appointment are required to complete continuing education, as prescribed in the COA Manual. The CCO is responsible for ensuring that the training needed for maintaining permanent certificates is completed in a timely manner.

**WBR 1401.603-4 Termination.**

(a) Termination of a COA shall be made by the BPC pursuant to [DIAR 1401.603-1](#) and the DOI COA Manual. The CCO shall provide prompt notification to the BPC whenever a CO appointment should be terminated.

**WBR 1401.670 Appointment and termination of appointment of contracting officers' representatives.**

**WBR 1401.670-2 COR Certification Programs.**

(a) CCOs shall ensure that any proposed COR/COTR, including those requested by a non-DOI department/agency (requiring agency) requesting Reclamation to function as the assisting agency for acquisition services, has satisfied the DOI COR Program Manual requirements prior to receiving the designated COR authority. Therefore, contracting offices are responsible for keeping a record of who has taken the training required by the DOI COR Program Manual and when.

(b) A requiring agency's COR/COTR policy may be used in lieu of the DOI COR Program Manual, if requested as part of its agreement with the assisting agency (Reclamation).

#### **WBR 1401.670-4 Appointment.**

(a) CO's are authorized, within the limits and scope of their own nondelegable authority, to appoint and terminate the appointment of --

(1) CO' representatives (COR's); and

(2) Technical approval officers (TAO's), personnel who approve or disapprove drawings and other submittals delivered under a contract. Such appointments may be made by position rather than by designated individual without violation of [DIAR 1401.670-1](#) since TAO's serve as aides to the COR.

(b) Appointments shall be made in accordance with the requirements of [WBR 1401.670-80](#). A copy of the appointment memorandum shall be furnished to, and acknowledged by, the contractor as required by [DIAR 1401.670-4](#). An additional copy of the appointment may be furnished to the COR's supervisor for information purposes.

(c) Pursuant to the DOI COR Program Manual only employees who have completed the required COR training and who are COR certified are eligible to serve as CORs.

#### **WBR 1401.670-80 Appointment memoranda.**

(a) For delegation of authority to a COR, the contracting officer shall use a format substantially the same as the format illustrated in [WBR 1453.303-1401-1](#), Contracting Officer's Representative (With Warrant) Memorandum.

(c) The CO shall appoint TAO's using a format substantially the same as the format illustrated in [WBR 1453.303-1401-3](#), Technical Approval Officer's Memorandum.

(d) Application of the requesting agency's COR/COTR policy must be noted by the Contracting Officer in the memorandum of appointment required by [DIAR 1401.670-4](#). (See [DIAPR 2005-03](#))

#### **WBR 1401.670-81 Reclamation contract clause.**

The CO shall insert the clause at [WBR 1452.201-80](#), Authorities and Limitations -- Bureau of Reclamation in all solicitations and contracts, except for acquisition of commercial items and services - FAR Part 12.

## SUBPART 1401.70 -- ACQUISITION REVIEWS

**WBR 1401.7000 Scope of section** . This section contains criteria for legal review of acquisition actions as required by [DIAR 1401.7000](#) .

### **WBR 1401.7001-3 Administrative review and approval by bureaus and offices.**

(a) Prior review or approval by the Head of the Contracting Activity (HCA). This paragraph prescribes policies and procedures for obtaining approvals by the HCA and reviews by the HCA prior to submission to other offices for approval (e.g., Department of the Interior).

(1) Stage of review or approval. Except for legal sufficiency reviews, all other reviews or approvals, (e.g., independent reviews) shall be obtained prior to any submittal to the HCA. For expediency, legal sufficiency reviews may be requested concurrently with requests for HCA approval.

(2) Information required for review or approval.

(i) Transmittal memoranda. The memorandum transmitting the request for review or approval shall identify the action, the supporting documents provided, and any special circumstances relating to the action which need to be taken into consideration.

(ii) Documents. Submission of requests for review or approval shall contain the documents or information required by the regulation prescribing the review or approval. Any proprietary information or source selection information to be submitted shall be marked and protected in accordance with [FAR 3.104-5](#).

(3) Review or approval process.

(i) Requests for review or approval by the HCA shall be addressed to Director, Management Services, Attention: 84-27800.

(ii) Upon completion of the approval process, the initiating office will be informed by the HCA, in writing, of final approval or disapproval of the action.

(b) Prior approval by Acquisition and Assistance Management Division (AAMD). As required by [DIAR 1401.7001-3](#) this paragraph provides policies and procedures for review and approval of significant acquisition actions by AAMD, 84-27800, in order to ensure that sound business practices are being used; actions are in compliance with applicable laws, executive orders, and acquisition regulations; actions serve the Government's best interest; and actions meet the requirements of OMB Circular A-123, Management Accountability and Control and [Executive Order 12931](#), Federal Procurement Reform.

(1) Stage of approval. Written requests for review shall be transmitted, and approval obtained, prior to taking any of the actions listed in [WBR 1401.7001-3\(b\)\(2\)](#). For expediency, legal sufficiency reviews may be requested concurrently with requests for approval under paragraph (a) above. All other reviews

or approvals (e.g., independent reviews) which are required shall be obtained prior to request for AAMD approval.

(2) Actions requiring approval.

(i) Representative sample. In recognition of acquisition office workload variance, each Regional acquisition office (including the RSC ) shall negotiate an annual review agreement with AAMD, 84-27800, no later than August 31 of each year, which establishes office-specific review thresholds for each type of action listed in [WBR 1401.7001- 3\(b\)\(2\)\(ii\)\(A\)](#) through (F) and H. The review threshold for (G) is the same for all offices.

(ii) Dollar amounts. For purposes of approval under this paragraph, the dollar amount of an action shall include--

(A) All option amounts;

(B) For requirements contracts, the estimated total contract amount corresponding to the total quantity required by [FAR 16.503\(a\)\(1\)](#) ; and

(C) For indefinite-delivery contracts, the total amount which corresponds with the stated maximum quantity required by [FAR 16.504\(a\)\(1\)](#).

(iii) Approval requirements. The following actions require prior AAMD approval --

(A) For contracts to be awarded pursuant to [FAR Part 12](#) (irrespective of the procedure used), executing the action when the contract amount exceeds the acquisition office threshold.

(B) For contracts to be awarded pursuant to [FAR Part 14](#), executing the action when the contract amount exceeds the acquisition office threshold.

(C) For contracts to be awarded without discussions pursuant to [FAR Subpart 15.3](#), executing the action when the contract amount exceeds the acquisition office threshold.

(D) For contracts to be awarded after negotiations pursuant to [FAR Subpart 6.1](#), [6.2](#), or [6.3](#), entering into negotiations when the prenegotiation objective exceeds the acquisition office threshold;

(E) For construction contracts (see [25 CFR 900.110 through 900.137](#) ) awarded pursuant to the Indian Self-Determination and Education Assistance Act, as amended, [25 U.S.C. 450](#) et seq., entering into negotiations when the prenegotiation objective for a contract exceeds the acquisition office threshold (for other than construction transactions with Indian Tribes requiring approval, see [RM ACM 01-01](#) of the Reclamation Manual); or

(F) For contract modifications, entering into negotiations when the prenegotiation objective will result in a price adjustment expected to exceed the acquisition office threshold. Price adjustment amounts shall consider both increases and decreases as explained in [FAR 15.403-4\(a\)\(1\)\(iii\)](#).

(G) Statements of Work for services expected to equal or exceed \$100,000 that are not in the format prescribed in [FAR 37.601](#), generally known as Performance-Based Acquisition (PBA), are required to be submitted to 84-27800 for review and approval. The submission shall include a detailed justification for not utilizing the PBA format; or

(H) For orders to be awarded under multiple award contracts pursuant to [FAR 16.505\(b\)](#), executing the action when the award amount exceeds the acquisition office threshold.

(3) Information required for approval.

(i) General. Requests for approval shall include, as a minimum, the information set forth in this paragraph, if pertinent to the action, and shall be forwarded to the AAMD in sufficient time to allow at least five working days from receipt for review and approval.

(ii) Transmittal memoranda. The memorandum transmitting the request for approval shall identify the action submitted, the supporting documents provided, and any peculiar or extraordinary circumstances relating to the action which needs to be taken into consideration.

(iii) Documents. Documents submitted for review will be retained by the AAMD for record purposes. Any proprietary information or source selection information shall be marked and protected in accordance with [FAR 3.104-5](#). The following documents, if pertinent to the action, shall be submitted with the request for approval:

(A) Justification for other than full and open competition.

(B) Undefined modification.

(C) Solicitation with all amendments and record of any independent review.

(D) Government cost estimate.

(E) Option justification.

(F) Proposal or claim.

(G) Proposal evaluation reports (e.g., technical evaluation, technical analysis; cost and/or price analysis).

(H) Audit or waiver.

(I) Fair market price estimate for Section 8(a) contract awards under [FAR Subpart 19.8](#).

(J) Determination of competitive range.

(K) Calculation of profit/fee objectives.

(L) Prenegotiation memorandum and any record of independent review.

(M) Proposed modification.

(N) For sealed bids, documentation for awarding as required by [FAR 14.408-7](#)

(4) Approval process. Upon completion of the review process, the initiating office will be informed by AAMD, in writing, of approval or disapproval of the action. Disagreements that cannot be reconciled by the CO and the AAMD procurement analyst reviewer must be resolved by the BPC. If AAMD gives conditional approval, requiring the CO to take corrective action within a specified period of time, the CCO shall ensure that corrective actions are accomplished within the time prescribed. Copies of all conditional approvals shall be furnished to the Director of Policy, Management and Technical Services (W-2000)

(c) Independent review at the contracting office. In accordance with [DIAR 1401.7001-3](#), this paragraph prescribes policies and procedures for independent review of a representative sample of proposed acquisition actions.

(1) Authority. In order to provide maximum flexibility, the CCO is authorized to establish written procedures for independent reviews. Copies of the written procedures and any subsequent modifications shall be furnished to AAMD, 84-27800, for approval. Procedures shall be reviewed at least every two years with appropriate notification provided to AAMD, 84-27800

(2) Content. Procedures for independent review shall, as a minimum, include the following policies:

(i) The requirement for the review to be performed prior to taking a specified action.

(ii) The requirement for a representative sample of all acquisition actions to be reviewed (including dollar thresholds, stage of review, and types of contract actions).

(iii) Review procedures when an action is both prepared and signed by the same CO.

(iv) Designation of an individual independent reviewer, an independent review board, or a combination thereof, to perform the review. When the independent review is conducted by an individual, the reviewer shall be an acquisition professional. When the independent review is conducted by a Board, at least one member shall be an acquisition professional.

(v) Individual reviewer (or review board member) procedures that require the individual reviewer be other than the preparer of the acquisition action.

(3) Forms. The independent review shall be documented using a format substantially the same as the Record of Independent Review format (illustrated in [WBR 1453.303-1401-5](#)).

(i) Independent reviewer action. The form shall be signed and dated by the reviewer and returned with the action file to the preparer.

(ii) Preparer action. The preparer shall review the recommendations, annotate the review form with a response to each recommendation including concurrence or nonconcurrence and the basis therefore, and comply with the concurred recommendations. If the preparer does not concur with a recommendation, the review form and the proposed action file shall be forwarded to the contracting officer for disposition under subparagraph (c)(2)(iii).

(iii) Contracting officer action. The CO shall review the recommendations made by the reviewer and the preparer's response(s), and resolve any disagreements.

(iv) Record of independent review. The annotated review form including documentation of the resolution of any disagreements pursuant to subparagraph (c)(2)(iii) shall be made a part of the contract file. A copy of the form shall be returned to the reviewer.

**WBR 1401.7001-4 Acquisition performance measurement systems.**

(a) Scope of section. This section prescribes general policies and procedures for the conduct of onsite acquisition and assistance management reviews (AAMRs) at Reclamation contracting offices and other offices executing and administering financial assistance actions.

(b) Policy. AAMRs of major and subordinate acquisition offices will be conducted as directed by PAM.

(c) Responsibility. The Acquisition and Assistance Management Division (AAMD), 84-27800, is responsible for conducting AAMRs of Reclamation's major acquisition and assistance offices. CCOs are responsible for conducting AAMRs of subordinate offices.

(d) Subject areas to be reviewed. The acquisition subject areas to be reviewed in AAMRs are delineated in DOI's AAMR Handbook.

(e) AAMR reports. Reports shall be prepared and submitted in accordance with guidelines established by PAM.

**WBR 1401.7080 Distribution of informational copies.** An informational copy of each of the following acquisition documents shall be forwarded to AAMD, 84-27800:

(a) AAMR reports submitted pursuant to [WBR 1401.7001-4](#) ;

(b) Audit report responses submitted pursuant to [WBR 1401.7081-3](#) ;

(c) Administrative determinations made pursuant to [DIAR 1414.406-3\(c\)](#) .

(d) BUDS appointments;

(e) Approved subcontracting plans submitted under [FAR 19.702](#) or the determination required by [FAR 19.705-2\(c\)](#). (See [WBR 1419.705-2\(b\)](#));

(f) Subcontracting Reports for Individual Contracts, [Standard Form 294](#), submitted pursuant to [WBR](#)

[1419.705-6\(j\)](#) .

(g) Subcontracting program review reports submitted pursuant to [WBR 1419.705-6\(k\)](#) .

(h) Liquidated damages determinations submitted pursuant to [WBR 1419.705-7](#) .

(i) Protest reports submitted pursuant to [WBR 1433.104](#) ;

(j) Construction contractor performance evaluation reports ([SF 1420](#)). (See [DIAR 1436.201 \(c\)](#)); and

(k) Architect-engineer performance evaluation reports ([SF 1421](#)). (See [DIAR 1436.604 \(c\)](#)).

(l) Contractor performance evaluation reports (other than construction and architect-engineer services, which are covered separately above). Annual and/or final evaluation reports shall be submitted simultaneously to 84-27800 and the contractor.

(m) Local directives and guidelines as soon as they are issued.

(n) Final negotiation memoranda if prenegotiation objectives were approved under [WBR 1401.7001-3\(b\)\(2\)\(iii\)\(D\) through \(F\)](#).

(o) Final negotiation memoranda if prenegotiation objectives were approved under [WBR 1401.7001-3\(b\)\(2\)\(iii\)\(A\) through \(C\) and \(H\)](#).

### **WBR 1401.7081 Internal and external audits.**

#### **WBR 1401.7081-1 Policy.**

This section prescribes policies and procedures for compliance with audit management guidelines under management of the Director, Program Analysis Office (84-50000), pursuant to the requirements of Part 360, Department Manual, Chapters 1-6, and [Part 361, Departmental Manual, Chapters 1 and 2](#) (360 DM 1-6 and 361 DM 1 and 2).

#### **WBR 1401.7081-2 Definitions.**

(a) "Internal audit," as used in this section, means an audit of a Reclamation acquisition program, function, or activity.

(b) "External audit," as used in this section, means a preaward audit, an equitable adjustment proposal audit, an audit of a claim, a final indirect cost proposal audit, or a termination settlement proposal audit of a Reclamation contractor or lessee.

#### **WBR 1401.7081-3 Responses to audit reports.**

(a) Internal audits.

(1) Responsibility. The Program Analysis Office (PAO), (84-50000), will assign the lead responsibility for responding to an internal audit report and provide any additional instructions which may be necessary.

(2) Response dates. Responses to draft and final audit reports are due to 84-50000 on the date assigned in the transmittal memorandum.

(3) Content. Responses to final audit reports shall contain the information required by 360 DM 5.3F for each finding and recommendation. Any response to a recommendation which will impact Reclamation's acquisition policies or procedures shall first be coordinated with the AAMD, (84-27800).

(b) External audits.

(1) Response dates. Responses to external audit reports are due within 90 days after the date of the report unless another date is requested in the report transmittal memorandum. If final action cannot be completed by the requested response date, the contracting officer shall furnish a written status report to the cognizant Office of Inspector General organizational element specified in the transmittal memorandum. A copy of the status report shall also be sent to the AAMD, (84-27800). Unresolved questions regarding a recommendation shall be processed in accordance with [DIAR 1415.805-5 \(g\)](#),

(2) Content. Pursuant to [FAR 15.406-3](#) and [DIAR 1415.808-70 \(c\)\(7\)](#), the price negotiation memorandum required or, if applicable, the settlement negotiation memorandum (see [FAR 49.110\(a\)](#)), shall discuss disposition of each recommendation (including any reasons for variances from the recommendation) made in a field pricing report requested under --

(i) [FAR 15.404-2](#) for a preaward audit, an equitable adjustment proposal audit, or an audit of a contractor claim;

(ii) [FAR 42.705](#) for a final indirect cost proposal audit; or

(iii) [FAR 49.107](#) for a termination settlement proposal audit of a Reclamation contractor or lessee.

(3) Distribution.

(i) As required by [FAR 15.406-3](#), a copy of each approved price negotiation memorandum ([WBR 1415.406-3](#)), contracting officer's final decision ([DIAR 1433.211](#)), or termination settlement negotiation memorandum ([WBR 1449.107](#)), involving audit recommendations in subparagraph (b)(2) above shall be sent to the cognizant audit office with a copy forwarded to --(A) The Office of the Inspector General, Director of Audit Followup and Quality Assurance; and (B) The AAMD, (84-27800).

(ii) Additional guidance on distribution is provided in 360 DM 5.3G.

**WBR 1401.7081-4 Followups to audit reports.**

(a) Policy. Policies and procedures for audit followups are contained in [361 DM 1 and 2](#).

(b) Responsibility. 84-50000 serves as the Audit Liaison Officer (ALO) for Reclamation and is the single point of contact for all activities pertaining to audit followup.

(c) Internal audits.

(1) Status reports on resolved audit recommendations shall be submitted to 84-50000 on a quarterly basis in accordance with instructions provided by 84-50000.

(2) Unresolved audit recommendations are referred by the Office of the Inspector General to the Departmental Audit Coordination Official for resolution in accordance with the procedures in chapter [361 DM 1.5D\(1\)](#).

(d) External audits. External audit reports, except those for preaward audits, are referred by the Office of the Inspector General to the Departmental Audit Coordination Official for resolution when the audit response has not been received within 120 days. To meet the information requirements of [361 DM 1.5C\(4\) and \(5\)](#), followup reports on referred audit reports shall be in the format illustrated in [WBR 1453.303-1401-4](#), Status of Audit Requests/Claims Settlement, and submitted to the AAMD, (84-27800), for submission to the ALO by the last day of each fiscal year quarter.

## **SUBPART WBR 1401.80 -- ACQUISITION INITIATION**

### **. WBR 1401.8000 General.**

(a) Department of the Interior Form DI-1, Requisition, or electronic equivalent, shall be used for initiating acquisition transactions by acquisition offices. Reclamation form 7-702, Requisition, may continue to be used until IDEAS is implemented.

(b) In accordance with the Reclamation Purchase Card Handbook, acquisitions made by individuals located outside of acquisition offices do not require a requisition.

### **WBR 1401.8001 Responsibilities.**

(a) Property and Offices Services (POS). POS, Reclamation Service Center, (84-27840), is responsible for developing policies and procedures for use and preparation of requisitions.

(b) Approval officials. Approval authority is delegated from the Commissioner to Regional Directors and the Director, Reclamation Service Center. These officials are responsible for developing local procedures for further redelegation. Copies of delegations shall be sent to POS, 84-27840 and to the servicing acquisition office .

(c) Screening. Approval officials are responsible for screening the request against stock inventory and other Government sources of supply required by FAR Part 8.

(d) Budget officer. After a requisition has been approved, it shall be forwarded to the responsible budget officer who shall certify that funds have been reserved and remain available for the acquisition. The certification shall be documented by the signature of the budget officer on the requisition (or other locally-developed form). This may be accomplished by electronic signature when using an automated acquisition system. Blanket certification procedures for small dollar value transactions may be established by the budget office.

## **Reclamation Acquisition Regulation (RAR)**

### **PART WBR 1402**

#### **DEFINITIONS OF WORDS AND TERMS**

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##### [WBR 1402.101 Definitions](#)

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### **PART WBR 1402**

#### **DEFINITIONS OF WORDS AND TERMS**

#### **SUBPART WBR 1402.1 -- DEFINITIONS**

##### **WBR 1402.101 Definitions .**

As used throughout this regulation, the following words and terms are used as defined in this subpart unless the context in which they are used clearly requires a different meaning, or a different definition is prescribed for a particular part or portion of a part:

(a) "Acquisition and Financial Assistance Management Division" (AAMD) means 84-27800.

(b) "Bureau Procurement Chief" (BPC) means the Manager, AAMD.

(c) "Chief of the contracting office" (CCO) means --

(1) The senior GS-1102 official in each regional contracting office; and

(2) The Manager, Acquisition Operations Group (AOG), 84-27810.

(d) "Contracting office" means --

(1) The regional contracting office; and

(2) AOG.

(e) "Head of the contracting activity" (HCA) means --

(1) The Commissioner, Bureau of Reclamation; and

(2) The Director, Management Services Office, 84-27000.

(f) "Head of the contracting office" (HCO) means --

(1) The Regional Director; and

(2) The BPC.

## Reclamation Acquisition Regulation (RAR)

### PART WBR 1403

#### IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST

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### PART WBR 1403

#### IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST

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##### SUBPART WBR 1403.1 -- SAFEGUARDS

##### **WBR 1403.101 Standards of conduct.**

##### **WBR 1403.101-3 Agency regulations.**

(a)

(1) As a DOI authorized exception to the gratuity prohibitions in [FAR 3.101-2](#), employees may accept food, refreshments, or entertainment at widely- attended functions provided a completed form [DI-1958](#), "Free Attendance at Widely Attended Gathering or Speaking Engagement", is approved by the employee's supervisor and ethic's official prior to the event. The employee shall retain the original copy of the approved form.

(2) If food, refreshments, or entertainment are provided at a widely-attended function and the furnishing of such gratuities was not previously announced, the approval required by subparagraph (a)(1) above shall be obtained orally by the employee attending the function, if practicable. Upon return to work, the employee shall promptly obtain the required written approval.

## **WBR 1403.101-70 Notice.**

The notice in [DIAR 1403.101-70](#) is contained in the Technical Evaluation Panel appointment memorandum prescribed in [WBR 1415.305](#).

## **WBR 1403.104 Procurement Integrity**

**WBR 1403.104-2 General .** To ensure compliance with the time restrictions on prohibited conduct under [FAR 3.104-3\(d\)](#), supervisors of officials who participate personally and substantially in a Reclamation procurement shall maintain records documenting work assignments involving personal and substantial participation in any activities listed under the definition of "Participating personally and substantially in a Federal agency procurement" at [FAR 3.104-1](#). The records shall include the official beginning and estimated ending dates of work assignments. Upon request, the supervisor shall furnish this information to all such affected officials.

## **WBR 1403.104-5 Disqualification.**

(b) Disqualification notices shall contain the following information in addition to that required by [FAR 3.104-5\(b\)](#):

- (1) Requisition, solicitation or other number which identifies the procurement action;
- (2) Title of project;
- (3) Location of the servicing contracting office.

(c) Officials desiring resumption of participation in a procurement in accordance with [FAR 3.104-5\(c\)](#) must submit a written request for reinstatement through AAMD, 84-27800, to the HCA.

(1) The request must include --

- (i) A reference to the original disqualification notice;
- (ii) The duration of the disqualification period;
- (iii) The result of any discussions of employment; and
- (iv) The circumstances now permitting resumption.

(2) Within 5 days after receipt of a request for resumption, AAMD, 84-27800, shall review and evaluate all information regarding the request and submit a recommendation for approval or disapproval to the HCA.

(3) Within 5 days after receipt of all information transmitted under paragraph (c)(1) of this subsection, the HCA shall --

- (i) Consult with the Reclamation Ethics Official, 84-25500, as required by [FAR 3.104-5\(c\)\(2\)](#) , prior to approving the request;
- (ii) Determine from the request if the official is eligible for resumption of duties;

- (iii) Evaluate the request and related information in accordance with [FAR 3.104-3\(c\)](#); and
- (iv) Approve or reject the request in writing unless additional information is necessary to complete the evaluation.

**WBR 1403.104-6 Ethics advisory opinions regarding prohibitions on a former official's acceptance of compensation from a contractor.**

The Reclamation ethics counselor is responsible for responding to a written request for an ethics advisory opinion and shall retain the request and the advisory opinion regarding prohibitions on a former official's acceptance of compensation from a contractor in accordance with [FAR 3.104-6](#).

**WBR 1403.104-7 Violations or possible violations.**

(a) The CO's determination under [FAR 3.104-7\(a\)](#) regarding the impact of a reported or possible violation shall be in writing and include the following information:

- (1) A description of the procurement;
- (2) The status of the procurement;
- (3) The facts surrounding the violation or possible violation;
- (4) The reasons why the procurement is or is not impacted;
- (5) Recommendations regarding disposition of the violation or possible violation; and
- (6) A concluding statement regarding whether the procurement should or should not proceed.

(b) If the determination under paragraph (a) above concludes that there is no impact on the procurement, it shall be submitted (along with supporting documentation) by sealed envelope to the CCO for concurrence or nonconcurrence. The envelope shall be marked "*CONFIDENTIAL PROCUREMENT INTEGRITY INFORMATION TO BE OPENED ONLY BY ADDRESSEE.*"

(c)

- (1) The concurrence or nonconcurrence of the CCO with the CO's conclusion shall be made in writing.
- (2) In the event of concurrence, the CO shall proceed with the procurement. The CCO shall forward a copy of the reported violation and recommended action to 84-27800.
- (3) In the event of nonconcurrence, the CCO shall advise the CO to suspend further action on the procurement and refer the matter through 84-27800 to the HCA in accordance with [FAR 3.104-7\(a\)\(1\)\(ii\)](#) and provide a copy of the reported violation and recommended action to the OIG in accordance with 111 DM 3.

**WBR 1403.8000 Acquisition activities and related functions .**

(a) Separation of key acquisition activities and related functions is necessary in order to establish checks and balances to maintain effective internal control pursuant to OMB Circular A-123, Management's Responsibility for Internal Control. Accordingly, acquisition operations shall be organized to ensure --

- (1) The person signing a contract action is not the same person who signed the requisition for that action;
- (2) The person performing the independent review or providing higher level approval on a contract action is not the same person who performed the action; and
- (3) The person certifying invoices for payment is not the same person who signed the contract action under which the payments are being made. However, contracting officers may use their own Integrated Charge Cards (ICC) to make payments under the procedures at [FAR 32.1108](#) or, if a vendor does not accept the ICC, their convenience checks.

(b) Reclamation policy concerning independent review of contract actions is contained in [WBR 1401.7001-3](#) .

**Reclamation Acquisition Regulation (RAR)**

**PART WBR 1404**

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## **SUBPART WBR 1404.6 -- CONTRACT REPORTING**

### **WBR 1404.602 Federal Procurement Data System.**

Information and instructions on reporting requirements under the Federal Procurement Data System Next Generation (FPDS-NG) shall be transmitted to contracting offices by AAMD, (84-27800), using electronic transfer or memoranda.

## **SUBPART WBR 1404.8 GOVERNMENT CONTRACT FILES**

### **WBR 1404.804-5 Procedures for closing out contract files.**

(a) The following procedures apply to deobligating unliquidated balances under physically completed contracts or completed performance years under or multi- or multiple-year contracts:

(1) For all contracts reported in FPDS-NG, the CO

- (i) must deobligate by modification if the residual amount is greater than \$500;
- (ii) may deobligate by E-mail or memorandum if the residual amount is \$500 or less.

## **SUBPART WBR 1404.80 -- DISTRIBUTION OF ACQUISITION DOCUMENTS**

### **WBR 1404.8000 Information copies required by Technical Service Center (TSC) for construction related contracts.**

Information copies of the following documents for acquisitions of construction or construction related supply contracts shall be provided to the Estimating, Specifications, and Value Programming Group, 86-68170, or Construction Management, 86-68160.

(a) For specifications prepared with TSC assistance:

(1) Presolicitation Notice. Send three copies to 86-68170.

(2) Solicitation/specifications. Send copies to 86-68170. The number of copies of the solicitation/specifications and amendments required will be indicated in the transmittal of the final draft specifications (normally 10 to 15 copies).

(3) Technical and cost proposal. Send one copy of each of the successful offeror's technical and cost proposals to 86-68160 (including all revisions before award).

(4) Abstract of offers. Send five copies to 86-68170.

(5) Contract. Send one copy of completed contract to 86-68160 (SF 1442, SF 1447, SF 33, or equivalent).

(6) Notice to proceed. Send one copy to 86-68160.

(7) Modifications. Send one copy to 86-68160.

(b) For specifications prepared without TSC assistance but meeting one or more of the following criteria:

Factory inspection required.  
Submittal review required by TSC.  
Special request by TSC.

(1) Presolicitation Notice. Send two copies to 86-68170

(2) Solicitation/specifications. Send three copies to 86-68170.

(3) Technical and cost proposal. Send one copy of each of the successful offeror's technical and cost proposals to 86-68160 (including all revisions before award).

(4) Abstract of offers. Send two copies to 86-68170.

(5) Contract. Send one copy of completed contract to 86-68160 (SF 1442, SF 1447, SF 33, or equivalent).

(6) Notice to proceed. Send one copy to 86-68160.

(7) Modifications. Send one copy to 86-68160.

(c) For specifications prepared without TSC assistance and not having any of the criteria listed in (b):  
Abstract of offers. Send one copy to 86-68170.

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## **SUBPART WBR 1404.81 -- REQUISITION AND PROCUREMENT INSTRUMENT IDENTIFICATION NUMBERING SYSTEM**

### **WBR 1404.8100 Scope of subpart.**

(a) This subpart prescribes policies and procedures for assigning identification numbers to --

(1) Requisitions;

(2) Procurement instruments awarded by Reclamation and numbered in accordance with requirements of the IPDS Reporting Manual ([DIAR 1404.602](#)) ; and

(3) Interagency agreements made pursuant to [FAR Subpart 17.5](#) that are not reportable under the IPDS Reporting Manual.

(b) Instructions for assigning identification numbers for grants and cooperative agreements are contained in Part IV.C.3. of the Reclamation Financial Assistance Directive.

**WBR 1404.8110 Requisition numbering.**

The uniform requisition number (RN) prescribed in this section shall be used for all requisitions initiated by Reclamation offices (Subpart [WBR 1401.80](#)).

**WBR 1404.8110-1 Elements of the requisition number.**

The RN is an 11-digit number consisting of alpha-numeric characters positioned as illustrated in Appendix A of this Part and identified as follows:

- (a) The first two positions shall be the last two digits of the fiscal year in which the RN is assigned.
- (b) The third through eighth positions shall be the numeric organizational code (e.g. D88450) of the office initiating the requisition (add zeros to fill in any remaining digits).
- (c) The ninth through eleventh positions shall be a sequentially assigned three-digit identification number

beginning with the number "001" each new fiscal year.

**WBR 1404.8111 Procurement instrument numbering.**

(a) The uniform procurement instrument identification number (PIIN) prescribed in this section shall be used to identify all Reclamation solicitations and contracts.

(b) The procurement instrument identification number (PIIN), including any prescribed supplementary numbers, shall be placed in --

- (1) The spaces provided therefore on the business instrument form to be used; or
- (2) The upper right-hand corner of the form if spaces are not otherwise provided; and
- (3) The spaces for Item 2, Contract Number, Item 3, Modification Number, and Item 4, Contracting Office Order Number, on Standard Form 279.

**WBR 1404.8111-1 Elements of the number.**

(a) The PIIN is an 11-digit number consisting of alpha-numeric characters positioned as illustrated in Appendices B through F of this subpart and identified as follows:

- (1) The first and second positions --
  - (i) For solicitations shall be the last two digits of the fiscal year in which the PIIN is assigned.

(ii) For awards shall be the last two digits of the fiscal year in which the award is made.

(2) The third and fourth positions --

(i) For solicitations shall be the capitalized alpha code assigned to identify the solicitation type as prescribed in Appendix C of this subpart;

(ii) For reportable awards under FPDS-NG shall be the appropriate business instrument type as prescribed in Appendix D; or

(iii) For awards of interagency agreements made pursuant to [FAR Subpart 17.5](#) (not reported under the FPDS-NG shall be the code "AA" as prescribed in Appendix D.

(3) The fifth and sixth positions shall be the first two digits of the organization code published in the Office of PAY/PERS Management Organization Description, Table 10, identifying the contracting or purchasing office issuing the business instrument. For Job Corps Civilian Conservation Centers, these positions shall contain the alpha characters which correspond to the applicable Center, as illustrated in Appendix E of this subpart.

(4) The seventh through the tenth positions shall be a sequentially assigned serial number of the business instrument. The serial number may consist of four numeric characters (9999) or three numeric characters and an alpha character (999A), depending on the specific operational circumstances of the acquisition office. For offices using the first option, multiple awards shall be designated by the assignment of a separate serial number. For offices using the second option, when multiple awards are to be made from a solicitation the tenth position of the PIIN shall be a capital letter. "A" shall be used for the first award, "B" for the second award, etc., (e.g., 97CP81999AX). Alpha letters I and O shall not be used. All serial numbers shall commence with the number "0001" or "001" and continue until the number "9999" or "999" is reached. Offices may choose to start the numbering again at "0001" or "001" at the beginning of each fiscal year.

(5) The eleventh space shall be reserved for Finance to identify payments.

(b) For transactions involving Job Corps Centers the PIIN shall be used in addition to the internal Job Corps Finance Number. The PIIN shall be used for Reclamation reporting.

#### **WBR 1404.8111-2 Supplemental numbers.**

(a) The supplemental number is a number used in addition to the PIIN to further identify a solicitation amendment, a contract modification, a delivery order issued under a Reclamation contract; or a BPA call.

(b) The supplemental number shall --

(1) For an amendment to a solicitation or a contract modification, use a sequential number which identifies the amendment or modification commencing with the number "1."

(2) For a delivery or task order under a Reclamation contract, use a ten-digit alpha-numeric designator: the last two numbers of the fiscal year of the basic contract in the first two positions; a sequential alpha-numeric identifier for the delivery/task order number in the third and fourth positions commencing with A1 and proceeding through Z0 (260 possible order numbers); if total delivery orders exceed 260, designate additional orders with a two alpha identifier: AA, AB, AC through ZZ; the contracting office organizational code in the fifth and sixth positions; and the serial number of the basic contract in the seventh through tenth positions - e.g., 99A1810001.

(3) For a BPA call, use a ten-digit alpha-numeric designator: the last two numbers of the fiscal year of the BPA in the first two positions; a sequential alpha-numeric identifier for the call in the third and fourth positions commencing with A1 and proceeding through Z0 (260 possible call numbers); the contracting office organizational code in the fifth and sixth positions; and the serial number of the BPA in the seventh through tenth positions - e.g., 99A1810001.

**WBR 1404.8111-4 Number registers.**

(a) The CCO shall ensure that a register of all assigned PIIN's and supplemental numbers, either automated or manual, is maintained in each office which has contracting authority.

(b) The HCO shall ensure that a register is maintained to track interagency acquisitions awarded under [FAR Subpart 17.5](#) (See Subpart [WBR 1417.5](#)).

**APPENDIX A - ILLUSTRATION OF REQUISITION NUMBER**

POSITION	POSITION	POSITION
(1-2)	(3-8)	(9-11)
96	D88450	001
Fiscal Year	Organization Code	Serial Number

**APPENDIX B - PROCUREMENT INSTRUMENT IDENTIFICATION NUMBER**

Position	Position	Position	Position	Position
(1-2)	(3-4)	(5-6)	(7-10)	(11)
96	CP	30	9999	X
Fiscal Year	Business Instrument Type	Organization Code	Business Instrument Serial No.	Payment Number

**APPENDIX C - TYPE OF SOLICITATION CODE EXPLANATION SOLICITATIONS**

CODE	EXPLANATION
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SOLICITATION	
SI	Invitation for bids
SP	Request for proposals
SQ	Request for quotations

**APPENDIX D - TYPE OF BUSINESS INSTRUMENT CODE EXPLANATION FOREIGN ACQUISITIONS**

CODE	EXPLANATION
<b>FOREIGN ACQUISITIONS</b>	
CX	Contract entered into for a foreign government
PX	Purchase order entered into for a foreign government
<b>AGREEMENTS</b>	
AA	Orders placed with a Government agency when the contractual instrument is an Interagency Agreement
<b>PUBLIC LAW 93- 638</b>	
NA	Actions executed under P.L. 93-638 with Indian Tribal Organizations
<b>CONTRACTS</b>	
CA	Architect - engineer contract
CC	Construction contract
CK	Advisory and assistance service contract
CO	Contract incorporating a basic agreement
CP	Personal property contract (including leases and rental) but excluding real property
CR	Research and development contract
CS	Service (other than architect-engineering, construction, advisory and assistance, and research and development)
CU	Utilities contract
CL	Contract for lease of real property
<b>PURCHASE AND DELIVERY ORDERS</b>	
PA	Orders placed with a Federal government agency when the contractual instrument is a Purchase Order
BC	ICC transaction
PB	Blanket purchase agreement
PC	Purchase order for construction
PD	Delivery order under Reclamation contract
PE	Order placed under another agency contract (e.g. Federal Supply Schedule Orders)
PG	Purchase order (OF form 347 or Reclamation form 7-711),or SF1449 when used as an order pursuant to FAR 13.004(a)
PK	Purchase order for advisory and assistance services

PO	Purchase order incorporating a basic agreement
PU	Order for utilities
PV	Oral order

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**APPENDIX E - JOB CORPS CENTERS CODES CODE EXPLANATION**

<b>CODE</b>	<b>EXPLANATION</b>
CB	Columbia Basin
CN	Collbran
FS	Fort Simcoe
IC	Fort Centennial
WB	Weber Basin

1. The Economy Act applies when more specific statutory authority does not exist. Examples of interagency acquisitions to which the Economy Act does not apply include acquisitions from required sources of supplies prescribed in FAR Part 8, which have separate statutory authority (UNICOR and JWOD Nonprofit Agency awards are reported to FPDS-NG; and acquisitions of information technology from agencies designated by OMB as executive agents under the authority of Public Law 104-106. Each Economy Act order (placed by either an Interagency Agreement or a Purchase Order) must be supported by a Determination and Finding pursuant to [FAR 17.503](#).

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**APPENDIX F - ORGANIZATIONAL CODES**

<b>CODE</b>	<b>OFFICE</b>
10	PN
20	MP
30	LC
40	UC
60	GP
70	ASC
80	RSC

## Reclamation Acquisition Regulation (RAR)

### PART WBR 1405

#### PUBLICIZING CONTRACT ACTIONS

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[WBR 1405.503 Procedures](#)

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#### PUBLICIZING CONTRACT ACTIONS

#### SUBPART WBR 1405.3 -- SYNOPSES OF CONTRACT AWARDS

#### WBR 1405.303 Announcement of contract awards.

The information required in [DIAR 1405.303 \(a\)\(1\)](#) shall be electronically transmitted, after all preaward approvals and clearances have been obtained, to Public Affairs Group, 92-40000, and Congressional and Legislative Affairs Group, 92-30000.

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#### SUBPART WBR 1405.5 -- PAID ADVERTISEMENTS

#### WBR 1405.503 Procedures

(a) Pursuant to 470 DM 1, the CO shall not make awards or place orders for paid advertising in any publication without written approval of the Reclamation Public Affairs Office (82-40000).

(b) The CO shall require the contractor to certify, in writing, that the advertising rates are in compliance with [FAR 5.503\(b\)](#).

(c) After obtaining proof of advertising required by [FAR 5.503\(d\)](#), the CO shall attach a copy of the approval obtained in accordance with [DIAR 1405.502](#) and [WBR 1405.503\(a\)](#) and the certification required by paragraph (b) above to the invoice before it is processed for payment.

## Reclamation Acquisition Regulation (RAR)

### PART WBR 1406

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### PART WBR 1406

### COMPETITION REQUIREMENTS

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#### **SUBPART WBR 1406.3 -- OTHER THAN FULL AND OPEN COMPETITION**

**WBR 1406.303 Justifications .**

**WBR 1406.303-1 Requirements .** A proposed contract modification which involves work outside the contract scope of work shall require a justification under [FAR 6.303](#).

**WBR 1406.303-2 Content .**

(a) Justifications under [FAR 6.303](#) shall be prepared using a format substantially the same as the format illustrated in [WBR 1453.303-1406-1](#) .

(b) The certification of a justification for simplified acquisition transactions (in accordance with [FAR Part 13.5](#)), which is required of technical or requirements personnel, (See [FAR 6.303-2\(b\)](#)) can be submitted electronically and does not require an original signature.

#### **WBR 1406.304 Approval of the justification .**

(a) Justifications for proposed transactions as described in [FAR 6.304\(a\)\(3\)](#) which are expected to exceed \$550,000 but not exceed \$11,500,000 shall be signed by the CO and the CCO and submitted to AAMD, 84-27800, , for approval by the Reclamation competition advocate. Justifications for proposed transactions expected to exceed \$11,500,000 but not exceed \$57,000,000 shall be processed through the Reclamation competition advocate for approval by the HCA and shall contain the title, signature, and date of approval of each official.

(b) A class justification for other than full and open competition as described in [FAR 6.304\(c\)](#) shall be processed through AAMD, 84-27800, for approval by the HCA

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### **SUBPART 1406.5 -- COMPETITION ADVOCATES**

#### **WBR 1406.501 Requirement .**

(a) The Reclamation Competition Advocate is responsible for promoting the acquisition of commercial items, promoting full and open competition in acquisitions, challenging barriers to competition, and assisting the agency competition advocate in generating reports to the Senior Procurement Executive that provide information and recommendations related the agency-wide furtherance of competition in acquisition and promotion of commercial item acquisition.

(b) The Bureau Procurement Chief (BPC) is the designated Reclamation Competition Advocate.

(c) The BPC is authorized to designate, in writing, qualified individuals as alternate contracting activity Competition Advocates in her absence. Such designations shall not exceed one month in duration and shall be effected after consultation with the agency competition advocate.

## **Reclamation Acquisition Regulation (RAR)**

### **PART WBR 1407**

#### **ACQUISITION PLANNING**

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### **PART WBR 1407**

#### **ACQUISITION PLANNING**

#### **SUBPART WBR 1407.3 -- CONTRACTOR VERSUS GOVERNMENT PERFORMANCE**

##### **WBR 1407.302 General .**

Property and Office Services, 84-27840, is responsible for implementation of Office of Management and Budget (OMB) Circular A-76 within Reclamation. Requests for information regarding this OMB Circular its supplements or handbooks, shall be addressed to 84-27840.

##### **WBR 1407.304 Procedures.**

Section 5(g) of the Federal Workforce Restructuring Act (Act) of 1994 prohibits converting the work of government employees included in the 272,900 workforce reduction to contract performance unless a cost comparison shows that the conversion gives the Government a financial advantage. OMB Memorandum dated August 19, 1994, requires cost comparisons to be conducted in accordance with FAR Subpart 7.3 prior to contracting for work previously performed by government employees who were included in the 272,900 reduction or who accepted a buyout under the Act.

## Reclamation Acquisition Regulation (RAR)

### PART WBR 1408

#### REQUIRED SOURCES OF SUPPLIES AND SERVICES

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### PART WBR 1408

#### REQUIRED SOURCES OF SUPPLIES AND SERVICES

**WBR 1408.001 Priorities for use of Government supply sources.** The responsible property officer shall review the sources in [FAR 8.001\(a\)\(1\)\(i\),\(ii\), and \(v\)](#) when screening a requisition.

**WBR 1408.002 Use of other Government supply sources.**

In addition to the sources specified in [FAR 8.002](#), the Naval Construction Battalion Center (NCBC), Department of the Navy may be considered as a supply source for rigid frame steel buildings (20 ft. x 48 ft., and 40 ft. x 100 ft.) and for certain types of construction equipment (e.g., crawler tractors, truck cranes, lighting plants, air compressors, pumps, drilling equipment, heavy shop equipment, trucks and trailers). The NCBC offers the sale of these items to other Government agencies at prices based on its own scale of depreciation and applies sale revenues to the purchase of new equipment. Reclamation cooperates on a voluntary basis in this program and further information may be obtained from the Commanding Officer, NCBC, Code 15321, Port Hueneme, California 93043, telephone (805) 982-2158.

**WBR 1408.002-80 Acquisition of audio-visual production services.**

a. Applicability. This subsection applies to audio and video tape recordings, motion pictures, sound-synchronized slide shows, digital audio tapes (DAT), CD-Rom programs and laser discs as used for exhibits and any other audiovisual products used for public showings, including digital audio and video

products and any multimedia programs. Multimedia refers to the use, in combination, of audiovisual formats and elements produced by a bureau, or cooperatively, with a private entity. Included are radio and television public service announcements.

b. Exceptions. The following products and services are excluded from the coverage of this subsection:

- (1) Training programs and other intra-bureau audiovisual products produced entirely with in-house production capabilities and without outside contracting for production or post-production services;
- (2) Video news releases dealing with fast-breaking news stories;
- (3) Radio news actualities, reports, and other time-critical news stories;
- (4) Collections of slides or transparencies to be used as one-time visual accompaniments to speeches or other verbal presentations; and
- (5) Stock footage specifically for "B" roll use, and not specifically intended for use in a specific audiovisual presentation.

c. Policy. Prior to developing a video, motion picture, or audio production which requires in whole, or in part, the services of an outside contractor, offices must submit a Form DI-551, Audiovisual Authorization Request, approved by the Commissioner and the Reclamation Public Affairs Officer, to the Office of Communications (OCO). The DI-551 will be reviewed by the OCO for cost effectiveness and to ensure that products produced will be of acceptable industry quality, and procured at the most advantageous rates to the government. No production work may commence until an approved DI-551 has been returned to the requesting office. Contracts and purchase orders shall not be awarded unless an approved DI-551 has been presented to the contracting officer.

d. Sources.

(1) The Department of the Interior operates U.S. Film and Video Productions, formerly known as the Audiovisual Center. The mailing address for this government-owned/contractor-operated facility is PO Box 280982, Denver Federal Center, Lakewood, Colorado 80225. If market research and the program offices cost-benefit analysis result in a decision to acquire these products from this source, U.S. Films staff will prepare all necessary paperwork, including DI-551s and Statements of Work. Their staff will assist COs and technical representatives by customizing programs to match Reclamations requirements and budgets and may be reached at (303)236-2001.

(2) Reclamation may obtain these products and services from other sources after prior approval is received from OCO pursuant to [WBR 1408.002-80\(c\)](#). When pursuing this option, contracting officers must solicit an offer from U.S. Film and Video Productions.

(e) Authority. If an interagency acquisition is made from U.S. Film and Video Productions, the proper authority is not the Economy Act. This sources parent bureau, the Minerals Management Service, operates as a franchising activity under the Government Management Reform Act (GMRA) of 1994. Therefore, the authority would be GMRA. Consequently, it is not required that the interagency agreement be signed by a warranted contracting officer. (Refer to [FAR 17.500\(b\)](#) and COWS Manual Exemption D.)

(f) Other considerations. Other general policies, reporting requirements, and periodic review criteria may be found in [471 DM 1](#).

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## **SUBPART WBR 1408.8 -- ACQUISITION OF PRINTING AND RELATED SUPPLIES**

**WBR 1408.802 Policy.** The Leader, Property and Office Services, 84-27840, is the designated Reclamation liaison officer for the purpose of obtaining the approval required by [DIAR 1408.802 \(b\)](#).

**WBR 1408.880 Acquisition of printing services.**

(a) In accordance with DIAPR 93-7, dated November 18, 1992, CO's shall obtain all requirements for printing/duplicating products (including camera-ready artwork, film negatives, plates, presswork, and bindery), regardless of dollar amount, from the Government Printing Office (GPO). Desktop publishing is included in the definition of composition or typesetting when the information is reproduced through a laser printer (or other source of typeset quality printer) and is to be used as camera-ready copy for printing or duplication.

(b) Reclamation contracts for services (other than printing/duplication services) which include a report as a final product may include duplication of less than 5,000 units of only one page (or less than 25,000 units in the aggregate of multiple pages) when printed in only one color. Such pages may not exceed a maximum image size of 10 3/4 by 14 1/4 inches. GPO approval is required prior to acquisition of copy quantities exceeding these limits.

**WBR 1408.881 Acquisition of reprographic equipment.** In accordance with a memorandum from the Leader, Property and Office Services, dated December 21, 1994, Reclamation has redelegated authority to approve the acquisition of reprographic equipment to Reclamation Directors (Regional, RSC, and ASC).

## Reclamation Acquisition Regulation (RAR)

### PART WBR 1409

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#### PART WBR 1409 -- CONTRACTOR QUALIFICATIONS

##### SUBPART WBR 1409.2 -- QUALIFICATION REQUIREMENTS

**WBR 1409.204 Responsibilities for establishment of a qualification requirement.** The approval required by [DIAR 1409.202](#) for inclusion of a qualification requirement applies only to requirements established by Reclamation. Qualification requirements established by other agencies do not require approval before use.

**WBR 1409.206 Acquisitions subject to qualification requirements.**

**WBR 1409.206-2 Contract clause.** Notwithstanding the provisions of paragraph (e) of the clause at [FAR 52.209-1](#), Qualification Requirements, the CO shall consider an offer or bid which does not contain the information required by the clause pursuant to General Accounting Office decision B-225727 dated June 15, 1987.

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## **SUBPART WBR 1409.4**

### **DEBARMENT, SUSPENSION, AND INELIGIBILITY**

**WBR 1409.405 Effect of listing.** The contract file shall indicate the date(s) on which the Excluded Parties List System (EPLS) at <http://www.epls.gov> was reviewed to comply with [FAR 9.405\(d\)](#).

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## **SUBPART WBR 1409.5**

### **ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST**

#### **WBR 1409.500 Scope of subpart.**

This subpart establishes Reclamation policy and procedures for identifying, evaluating, and resolving organizational conflicts of interest for all contracts, including contracts negotiated under Section 8(a) of the Small Business Act. This subpart does not apply to interagency agreements made under [FAR Subpart 17.5](#) or to acquisitions made under [FAR Part 13](#).

**WBR 1409.503 Waiver.** The CO shall first obtain a review by the local Office of the Solicitor before a request for a waiver of [FAR Subpart 9.5](#) is processed for further action.

#### **WBR 1409.504 Contracting officer responsibilities.**

(a) In accordance with the procedures in [FAR 9.504](#), if the CO determines that an award involving a conflict of interest is not in the best interest of the United States, a written determination of nonresponsibility shall also be made pursuant to [FAR 9.104-1\(g\)](#) and placed in the contract file.

(b) For acquisitions that may involve a significant conflict of interest, the CO shall --

(1) Prepare the documentation required by [FAR 9.506\(b\)](#) and submit it for HCA approval; and

(2) Insert the provision prescribed in [WBR 1409.507-80](#) (a) in the solicitation.

#### **WBR 1409.505 General rules.**

##### **WBR 1409.505-2 Preparing specifications or work statements.**

Procedures for approval of a construction contract awarded to the firm that designed the construction project are contained in the [DIAR 1436.209](#) .

#### **WBR 1409.506 Procedures.**

- (a) At the request of the CO, offerors responding to solicitations or submitting unsolicited proposals shall provide information for use in identifying, evaluating, or resolving potential organizational conflicts of interest. If the offeror is aware of any information bearing on the existence of an organizational conflict of interest, it shall provide a disclosure statement which describes concisely all relevant facts concerning any past, present, or planned interests relating to the work to be performed and bearing on whether they, including their chief executives, directors, or any proposed consultant or subcontractor, may have an actual or potential organizational conflict of interest.
- (b) When a contractor has previously submitted a conflict of interest certification or disclosure for a contract, only an update of such information is required if the scope of the contract is increased.
- (c) The CO shall document, in writing, the resolution of any potential or actual conflicts of interest identified and include such documentation in the contract file.

#### **WBR 1409.507 Solicitation provisions and contract clauses.**

##### **WBR 1409.507-80 Reclamation contract clauses.**

- (a) Except for solicitations and contracts covered under [FAR 9.505-2\(a\)\(1\)\(i\) and \(ii\)](#) and [9.505-2\(a\)\(3\)](#) , the CO shall insert a provision substantially the same as the provision at [WBR 1452.209-80](#) , Organizational Conflict of Interest -- Bureau of Reclamation, in all solicitations when it has been determined under [FAR 9.506b](#) that potential organizational conflicts of interest may exist.
- (b) The CO shall insert a clause substantially the same as the clause at [WBR 1452.209-81](#) , Prohibition on Release of Information -- Architect-Engineer Services -- Bureau of Reclamation, in solicitations and contracts under [FAR Subpart 36.6](#) when the statement of work includes delivery of a cost estimate which will be utilized in preparing the official Government cost estimate for the subsequent construction contract.
- (c) The CO shall insert a clause substantially the same as the clause at [WBR 1452.209-82](#) , Prohibition on Release of Information -- Bureau of Reclamation, in all solicitations and contracts which require proprietary information to be obtained from a commercial source.
- (d) The CO shall insert a clause substantially the same as the clause at [WBR 1452.209-83](#) , Limitation on Future Contracting -- Bureau of Reclamation, in solicitations and contracts when necessary to comply with the requirements of [FAR 9.505-1](#) and [9.505-2](#).

**Reclamation Acquisition Regulation (RAR)**

**PART WBR 1411**

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**PART WBR 1411**

**DESCRIBING AGENCY NEEDS**

**WBR 1411.002 Policy.**

Reclamation shall use the metric system to the maximum extent practicable in its procurements and other business-related activities in accordance with [Part 758 Department Manual \(DM\) Chapter 1](#), Metric Transition Program, and the Reclamation Metric Transition Plan dated January 14, 1993.

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## **SUBPART 1411.1 -- SELECTING AND DEVELOPING REQUIREMENTS DOCUMENTS**

### **WBR 1411.105 Items peculiar to one manufacturer.**

(a) Pursuant to [FAR 11.105\(b\)](#), the estimated cost of the "brand name" product shall determine the approval level required under [WBR 1406.304](#).

(b) The CO shall insert the clause at [WBR 1452.236-80](#), Restriction on Submission and Use of Equal Products, in solicitations and contracts for construction when a "brand name" only product is approved for use.

### **WBR 1411.107 Solicitation provision.**

When the contracting officer determines that a "brand name product" is to be excluded from the bid submission requirements of paragraphs (b) and (c) of the provision at [FAR 52.211-6](#), Brand Name or Equal, the provision shall be modified in accordance with instructions in [WBR 1452.211-6](#).

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## **SUBPART 1411.2 -- USING AND MAINTAINING REQUIREMENTS DOCUMENTS**

### **WBR 1411.201 Identification and Availability of Specifications.**

Designers/specification writers are responsible for providing the titles and specific dates of any requirements documents that will be cited in the solicitation. They shall verify that documents cited in the specification are available and have not been replaced or discontinued. The CO shall not issue the solicitation if specific dates are not included in the technical requirements.

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## **SUBPART WBR 1411.5 -- LIQUIDATED DAMAGES**

### **WBR 1411.501 Policy.**

(d) The CO shall forward recommendations for remission of liquidated damages pursuant to [FAR 11.501\(d\)](#) to the HCA for review prior to submission to the Commissioner, Financial Management Services. The recommendation shall be in writing and include --

- (1) A statement that all alternative administrative remedies have been exhausted;
- (2) Information as to the reasonableness of the liquidated damages rate in relation to the contract price; and
- (3) Actions taken to mitigate the assessment of liquidated damages.

### **WBR 1411.502 Procedures.**

(a) The contract file shall document the basis for calculating the rate(s) of liquidated damages to be included in a solicitation.

(b) In addition to the items included in [FAR 11.503\(b\)](#), other examples of losses to be considered in calculating the rate(s) of liquidated damages are --

- (1) Other personnel costs (e.g., engineering; contract administration);
- (2) Overhead costs associated with inspection, superintendence, or other personnel costs;
- (3) Other direct costs (e.g., operation costs, maintenance costs, travel and per diem costs); and
- (4) Anticipated revenues.

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## **SUBPART 1411.80**

### **USE OF METRICATION IN SOLICITATIONS AND CONTRACTS**

#### **WBR 1411.8001 Responsibilities.**

(a) AAMS is responsible for --

- (1) Publicizing Reclamation's intent to acquire and use metric products and services;
- (2) Establishing acquisition policies and procedures related to metric purchases; and
- (3) Establishing required metric accountability and review systems.

(b) The Reclamation Metric Coordinator, W-6340, is responsible for establishing guidelines for use of metrication in solicitations and contracts for supplies, services, and construction.

#### **WBR 1411.8002 Selection of metric or nonmetric specifications and descriptions.**

(a) The CO shall be involved in the decision to use metric or inch-pound dimensions in specifications. The CO is also responsible for reviewing individual specification packages for compliance with [758 DM 1](#) and Reclamation's Metric Transition Plan.

(b) The CO shall document the contract file providing the reasons why metrication was not used in solicitations or contracts when metrication is not included.

#### **WBR 1411.8003 Reclamation provisions and contract clauses.**

The CO shall insert the provision at [WBR 1452.211-80](#), Notice of Intent to Acquire Metric Products and Services -- Bureau of Reclamation, in all solicitations and contracts.

**Reclamation Acquisition Regulation (RAR)**

**PART WBR 1412**

**ACQUISITION OF COMMERCIAL ITEMS**

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**PART WBR 1412 - ACQUISITION OF COMMERCIAL ITEMS**

**SUBPART WBR 1412.1 -- ACQUISITION OF COMMERCIAL ITEMS-GENERAL**

**WBR 1412.101 Policy**

(a) Contracting officers shall examine each requirement which exceeds the micro-purchase threshold for application of commercial item policies and procedures. They shall document this analysis for requirements estimated to exceed \$10,000 using a format substantially the same as found at [WBR 1453.303-1412-1](#), Market Research Checklist. They may also use this format for requirements estimated to be between the micro-purchase threshold and \$10,000.

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**PART WBR 1413 - SIMPLIFIED ACQUISITION PROCEDURES**

**SUBPART WBR 1413.1 -- PROCEDURES**

**WBR 1413.106-3 Award and documentation.**

(a) Documentation of simplified acquisition transactions not greater than \$100,000 (\$25,000 for construction requirements) may be accomplished using Reclamation form 7-2080, Small Purchase Documentation Memorandum (illustrated in [WBR 1453.303-2080](#)).

(b) Documentation of simplified acquisition transactions greater than \$100,000 (\$25,000 for construction requirements) shall be accomplished using Reclamation form 1453.303-1413-1. Contracting officers may use this format for actions which do not exceed these thresholds as they deem

appropriate.

(c) Sole source justifications for simplified acquisitions not greater than the simplified acquisition threshold can be submitted electronically and do not require an original signature.

(d) Justifications for sole source requirements being acquired under [FAR Subpart 13.5](#) shall be prepared and approved in accordance with FAR 13.602 and [WBR 1406.303-2\(b\)](#).

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## **SUBPART WBR 1413.3 -- SIMPLIFIED ACQUISITION METHODS**

### **WBR 1413.301 Governmentwide commercial purchase card.**

- (a) General. Personnel who are authorized to use the purchase business line under the DOI Integrated Charge Card (ICC) Program Guidelines shall follow the requirements included in the DOI Guidelines and the Bureau of Reclamation Acquisition Regulation (RAR) Supplement: Purchase Business Line Requirements Handbook (PURLBOOK), revised July 2007. The PURLBOOK is a RAR supplement and establishes the Reclamation requirements for use of the purchase business line and shall be used by cardholders as the reference document when using the purchase business line of the Integrated Charge Card program. Copies of the handbook are available from your Regional Acquisition Office or online at <http://www.usbr.gov/mso/aamd/purchCard.html>.
- (b) Authority. The Head of the Contracting Activity (HCA) has delegated authority to the Bureau Procurement Chief (BPC) and the Chief of the Contracting Offices (CCO) to issue, amend, or rescind delegation of purchasing authority to cardholders. This authority may be delegated to Regional purchase line card coordinators (PLCC).
- (c) ICC as payment vehicle. The ICC may be used to make payments under single delivery written purchase orders greater than the micro-purchase threshold but not exceeding \$100,000. Purchase orders formed on this basis of payment shall not be reported to Federal Financial System (FFS) for obligation since the obligation will be recorded at the time of payment. However, ICC payments which are not made by the end of a fiscal year shall be accrued in accordance with instructions provided by the Finance and Accounting Services (84-27700).

### **WBR 1413.302 Purchase orders.**

#### **WBR 1413.302-3 Obtaining contractor acceptance and modifying purchase orders.**

[Standard Form 30](#), (SF-30) Amendment of Solicitation/Modification of Contract shall be used to modify purchase orders in accordance with [WBR 1443.301](#).

### **WBR 1413.303 Blanket purchase agreements (BPAs).**

#### **WBR 1413.303-1 General.**

The Reclamation Blanket Purchase Agreement (BPA) Handbook establishes policies and procedures for use of BPAs. Copies of the handbook are available from AAMS, 84-27800 or online at <http://www.usbr.gov/pmts/acquisitions/bankmain.html>.

**WBR 1413.303-6 Review procedures.**

Review procedures are contained in Section V of the BPA Handbook.

**WBR 1413.305 Imprest funds and third party drafts.**

**WBR 1413.305-2 Agency responsibilities.**

(a) Use of the Governmentwide commercial purchase card prescribed under [WBR 1413.301](#) shall be considered as the preferred purchasing method, rather than using imprest funds, when a purchase card transaction is feasible.

(b) The HCO, or designee, may designate personnel authorized to make purchases using imprest funds.

**WBR 1413.305-4 Procedures.**

(a) In accordance with local procedures, an approved and validated Reclamation form 7-702, Requisition, Standard Form 1164 (SF-1164), Claim for Reimbursement for Expenditures on Official Business, or handwritten entries on the receipt or invoice showing the specified need, appropriate approval(s), and accounting information (18 or 19-digit cost structure, 7-digit cost center, and 4-digit object class code) shall be presented to the designated cashier prior to receiving funds.

(b)(1) The authorized purchaser shall place his or her signature on the "Interim Receipt for Cash" portion of Standard Form 1165 (SF-1165) Receipt for Cash Subvoucher; and

(2) The designated cashier shall establish a purchase file for the action;

(c) The file shall contain acknowledgment of a receipt of payment using a signed and dated --

(1) Sales receipt from the supplier for over-the-counter purchases;

(2) A shipping invoice for C.O.D. deliveries to a designated point; or

(3) In the absence of documents in subparagraphs (3)(i) or (3)(ii) above, a SF-1165, Receipt for Cash-Subvoucher;

(d) A "Received and Accepted" certification shall be made on the applicable document in subparagraph (c) above, signed and dated by the purchaser;

(e) The receipt in subparagraph (c) above, certified in accordance with subparagraph (d) above, and any unused cash shall be returned to the cashier; and

(f) The designated cashier shall void the receipt obtained in subparagraph (b)(1) above and record completion of the action in the purchase file.

**WBR 1413.307 Forms.**

(a) Forms for transactions not made using IDEAS.

(1) In accordance with [FAR 13.307](#), Reclamation form 7-711, Order for Supplies or Services (illustrated in WBR 1453.303-7-711) and form 7-711A, Order for Supplies or Services Schedule - Continuation (illustrated in WBR 1453.303-7-711A) shall be used as purchase order forms for transactions not made using IDEAS.

(2) Conditions of Use for forms 7-711 and 7-711A. Reclamation forms 7-711 and 7-711A shall be used under the conditions listed in --

(i) [FAR 53.213\(f\)](#); and

(ii) For receiving purposes --

(A) Block 11 of form 7-711 shall specify that invoices are to be sent to the mailing address for the "Designated billing office" which is also the receiving location; and

(B) Delivery instructions shall avoid specifying names of individuals when there is a centralized receiving office at the delivery location.

(b) Standard Form (SF) 44, Purchase Order-Invoice-Voucher.

(1) The SF 44 can be used as an alternative purchasing method only if all the conditions listed in FAR 13.306 are satisfied.

(2) The CCO is responsible for --

(i) Safeguarding unissued books of SF-44 forms;

(ii) Issuing procedures for designating personnel authorized to use the forms; and maintaining records of the serial numbers of each book of forms, the person to whom the book(s) are reissued, and the date of issuance;

(iii) Reviews of purchases made by authorized users for compliance with the requirements of this SUBPART; and

(iv) Instructing users on their responsibility for compliance with the following requirements governing use of the forms --

(A) Conditions for use in [FAR 13.306](#);

- (B) Funding availability;
  - (C) Purchasing from Government sources of supply required by [FAR PART 8](#);
  - (D) Purchasing from small businesses in accordance with [FAR 13.003\(b\)](#) ;
  - (E) Documentation required by [FAR 13.202\(b\)](#) ;
  - (F) Prohibition against purchasing nonexpendable personal property unless control procedures have been established by the responsible property officer; and
  - (G) Prohibition against splitting requirements to stay within the micro- purchase level A ([FAR 13.003\(d\)](#)) .
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## **SUBPART WBR 1413.5 TEST PROGRAM FOR CERTAIN COMMERCIAL ITEMS**

### **WBR 1413.500 General.**

(c) When acquiring commercial items under [FAR Subpart 13.5](#), contracting officers must include a stipulation in each solicitation:

- (1) That the procurement is being conducted under the [FAR Subpart 13.5](#) Test Program;
- (2) That simplified acquisition procedures apply; and
- (3) Whether the acquisition is being conducted according to FAR Parts 12, 13,14, 15, or some combination thereof.

(i) If using a combination, the solicitation must provide notice of which procedural provisions apply.

(ii) If offerors are required to prepare detailed written proposals addressing unique government requirements, the solicitation must disclose the relative weights of evaluation factors and significant subfactors. The selection decision must include rationale which sets forth a basis for the tradeoffs made, including an explanation of any perceived benefits associated with additional costs.

### **WBR 1413.501 Special Documentation Requirements**

(a)(2) Justifications for sole source actions must be approved:

(i) Over the simplified acquisition threshold through \$500,000, the CO must certify that the justification is accurate and complete to the best of the CO's knowledge and belief.

(ii) Over \$500,000 to \$5,500,000, the justification must be signed and approved by the CO and the CCO and submitted to AAMD, 84-27800, for approval by the Competition Advocate.

(iii) Refer to [WBR 1406.303-2\(b\)](#) for technical or requirements personnel certification instruction.

**PART WBR 1414**  
**SEALED BIDDING**

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**PART WBR 1414 -- SEALED BIDDING**

**SUBPART WBR 1414.2 -- SOLICITATION FOR BIDS**

**WBR 1414.201 Preparation of invitations for bids.**

**WBR 1414.201-2 Part I - The Schedule.** If alternate bid schedules are included in addition to the base bid, a statement shall be included in solicitation Section B (or equivalent section) which clearly specifies the basis for evaluation of the alternate(s) for award purposes (e.g., alternates added to the base bid in order of listing). If options are included, the procedures in [FAR 17.203](#) and [17.206](#) shall be followed.

**WBR 1414.201-5 Part IV--Representations and instructions .**

Section M, Evaluation factors for award.

(a) The CO shall include (or reference the location of) the evaluation information required by [WBR 1436.508-80\(a\)](#) in solicitation Section M (or equivalent section of the solicitation) when the clause at [WBR 1452.236-81](#), Services of Erecting Engineers -- Bureau of Reclamation is used.

(b) The CO shall include (or reference the location of) the evaluation information in the provision at [WBR 1452.246-81](#), Evaluation of Equipment Efficiency and Losses -- Bureau of Reclamation, and [WBR 1436.508-80\(a\)](#) in solicitation Section M (or equivalent section of the solicitation) when the provision is used.

**WBR 1414.201-8 Price related factors.** As prescribed in [WBR 1425.1101](#), the provision at [WBR 1452.225-80](#), Evaluation Factor -- Cost of Foreign Inspection -- Bureau of Reclamation, shall be inserted in invitations for bids.

**WBR 1414.202-6 Final review of invitations for bids.**

The CO shall review all invitations for bids prior to issuance, correct any detected discrepancies, or ambiguities which could limit competition or result in the receipt of nonresponsive bids, and document the contract file accordingly.

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## **SUBPART WBR 1414.4 -- OPENING OF BIDS AND AWARD OF CONTRACT**

**WBR 1414.402 Opening of bids.**

**WBR 1414.402-80 Independent Government Cost Estimate (IGCE).** The CO may make public the IGCE for construction solicitations after the opening of all bids except when only one bid is received .

**WBR 1414.404 Rejection of bids.**

**WBR 1414.404-1 Cancellation of invitations after opening.**

(c) The determination required by [FAR 14.404-1\(c\)](#) and [DIAR 1414.404-1](#) to cancel a solicitation after bid opening shall be included in the canceled solicitation file and in the file of any subsequent solicitation issued to complete the acquisition.

(f) The CCO is authorized to make the determination under [FAR 14.404-1\(e\)\(1\)](#) that use of negotiation is appropriate to complete an acquisition. Negotiations shall be subject to the conditions in [FAR 14.404-1\(f\)](#).

**WBR 1414.407 Mistakes in bids.**

**WBR 1414.407-3 Other mistakes disclosed before award.**

(a) If a bid is verified after a request has been made under [FAR 14.407-3\(g\)](#), any significant variances between the Government cost estimate and the price(s) offered in the verified bid shall be documented in accordance with [WBR 1414.408-2](#).

(b) Copies of administrative determinations made pursuant to [DIAR 1414.406-3 \(c\)](#) shall be forwarded to the BPC.

**WBR 1414.408 Award.**

**WBR 1414.408-1 General.** A copy of the notation required by [FAR 14.408-1\(b\)](#) to document any initiation of corrective action to increase future competition shall be promptly transmitted to the BPC for all acquisitions exceeding \$100,000.

**WBR 1414.408-2 Responsible bidder-reasonableness of price.** The determination of price reasonableness required by [FAR 14.408-2\(a\)](#) shall include --

(a) Documentation of the analysis techniques used in making the determination (see [FAR 15.404-1](#)); and

(b) Discussion of the reason(s) for any significant variances between the Government cost estimate and the price(s) offered including any information received from the office which prepared the estimate.

# Reclamation Acquisition Regulation (RAR)

## PART WBR 1415

### CONTRACTING BY NEGOTIATION

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**PART WBR 1415**  
**CONTRACTING BY NEGOTIATION**

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**SUBPART WBR 1415.2 -- SOLICITATION AND RECEIPT OF PROPOSALS AND  
INFORMATION**

**WBR 1415.204 Contract Format.**

**WBR 1415.204-5 Reclamation Representations and Instructions .**

The provisions prescribed in this section may be revised, as necessary, to allow use in construction solicitations prepared in accordance with [Part WBR 1436](#).

(a) Section L, Instructions, conditions, and notices to offerors or quoters . The CO --

(1) May insert in RFPs a provision substantially the same as the provision at [WBR 1452.215-80](#), Source Evaluation and Selection Procedures -- Bureau of Reclamation when the CO determines that it is necessary and intends to make award without discussions. If the CO intends to make award after discussions with offerors within the competitive range, the provision would be used with its Alternate I;

(2) Shall insert in RFPs a provision substantially the same as the provision at [WBR 1452.215-81](#), General Proposal Instructions -- Bureau of Reclamation. If the solicitation contains [FAR 52.215-1](#), Instructions to Offerors - Competitive Acquisition, Alternate II, the provision shall be used with its Alternate I; If the solicitation contains Alternate I to WBR [1452.215-85](#), [86](#), or [87](#), use the provision with its Alternate II;

(3) Shall insert in RFPs a provision substantially the same as the provision at [WBR 1452.215-82](#), Technical Proposal Instructions -- Bureau of Reclamation;

(4) Shall insert in RFPs a provision substantially the same as the provision at [WBR 1452.215-83](#), Pricing Proposal Instructions -- Bureau of Reclamation, when cost or pricing data are not required. If electronic information is required, the provision shall be used with its Alternate I; and

(5) Shall insert in RFPs a provision substantially the same as the provision at [WBR 1452.215-84](#), Pricing Proposal Instructions and Submission of Cost or Pricing Data -- Bureau of Reclamation, when cost or pricing data are required. If electronic information is required, the provision shall be used with its Alternate I.

(b) Section M, Evaluation factors for award . The CO shall --

(1) Insert in RFPs a provision substantially the same as the provision at [WBR 1452.215-85](#), Evaluation Factors for Award -- Quality Predominance -- Bureau of Reclamation, when all other factors other than cost or price. However, do not use this provision in RFPs where each factor is numerically scored, factor weights are numerical, and the RFP states that award will be made to the proposal receiving the highest number of points; If the acquisition is expected to exceed \$500,000 (\$1,000,000 for construction) and there are substantial subcontracting opportunities, use the provision with its Alternate 1. Do not use Alternate 1 for set-asides. The factor in Alternate 1 may be modified in accordance with [FAR Subpart 19.12](#) to address the evaluation of the extent of participation of small disadvantaged business concerns in the performance of contracts in the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce;

(2) Insert in RFPs a provision substantially the same as the provision at [WBR 1452.215-86](#), Cost/Price Predominance -- Bureau of Reclamation, when cost or price has been determined to be significantly more important than all other factors other than cost or price, when combined. However, do not use this provision in RFPs where each factor is numerically scored, factor weights are numerical, and the RFP states that award will be made to the proposal receiving the highest number of points; If the acquisition is expected to exceed \$500,000 (\$1,000,000 for construction) and there are substantial subcontracting opportunities, use the provision with its Alternate 1. Do not use Alternate 1 for set-asides. The factor in Alternate 1 may be modified in accordance with [FAR Subpart 19.12](#) to address the evaluation of the extent of participation of small disadvantaged business concerns in the performance of contracts in the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce;

(3) Insert in RFPs a provision substantially the same as the provision at [WBR 1452.215-87](#), Evaluation Factors for Award -- Quality and Cost/Price Approximately Equal -- Bureau of Reclamation, when all evaluation factors other than cost or price, when combined, have been determined to be approximately equal to cost or price. However, do not use this provision in RFPs where each factor is numerically scored, factor weights are numerical, and the RFP states that award will be made to the proposal receiving the highest number of points; If the acquisition is expected to exceed \$500,000 (\$1,000,000 for construction) and there are substantial subcontracting opportunities, use the provision with its Alternate 1. Do not use Alternate 1 for set-asides. The factor in Alternate 1 may be modified in accordance with [FAR Subpart 19.12](#) to address the evaluation of the extent of participation of small disadvantaged business concerns in the performance of contracts in the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce;

(4) Insert in RFPs a provision substantially the same as the provision at [WBR 1452.215-88](#), Evaluation Factors for Award - Lowest Price Technically Acceptable Source Selection Process -- Bureau of Reclamation, when award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. If the acquisition is expected to exceed \$500,000 (\$1,000,000 for construction) and there are substantial subcontracting opportunities, use the provision with its Alternate 1. Do not use Alternate 1 for set-asides. The factor in Alternate 1 may be modified in accordance with FAR Subpart 19.12 to address the evaluation of the extent of participation of small disadvantaged business concerns in the performance of contracts in the North American

Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce;

(5) Insert in RFPs a provision similar to the provisions in subparagraphs (b)(1), (b)(2), or (b)(3) above in situations where other evaluation methods will be utilized (see Part 3 of the Reclamation Source Selection Handbook (SSH)).

**WBR 1415.206 Amending the solicitation.**

(b) The CO shall ensure that the Government cost estimate accompanying a requisition is reviewed and revised, as necessary, to take into account any solicitation amendments issued before the established time for receipt of proposals which make changes in quantity, specifications, delivery schedules, or other requirements which affect cost or price.

(c) For each change in requirements made after receipt of proposals pursuant to [FAR 15.206\(c\)](#), the CO shall ensure that the Government cost estimate is reviewed by the office which prepared it, and revised as necessary. The CO may make the physical changes to the estimate and document the reasons why after coordinating with the original preparing office.

**WBR 1415.207 Handling proposals and information.**

(a) The CO shall be responsible for safeguarding proposals and quotations after receipt in accordance with the procedures in [WBR 1403.104-5](#) which include marking the cover page of each item of material contemplated by [FAR 3.104-4](#) with the legend required by [FAR 3.104-5\(c\)](#).

(b) After complying with the procedures referenced in paragraph (a) above, the CO shall establish a record of distribution (to be placed in the contract file) before releasing proposals for evaluation.

**WBR 1415.207-80 Reclamation procedures .**

Notwithstanding the policies and procedures contained in [DIAR 1415.413-70](#), the CCO is authorized to release proposals outside the Government for evaluation --

(a) After legal concurrence has been obtained from the local Office of the Solicitor that such action is not precluded by the Federal Advisory Committee Act (5 U.S.C. App. I); and .

(b) After individuals to be involved have completed form DI-1960 (Conflict of Interest Certificate).

**WBR 1415.209 Audit and Records--Negotiation clause.**

(a) CO's issuing solicitations and awarding contracts pursuant to a Memorandum of Understanding between Reclamation and the Environmental Protection Agency in support of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) shall require contractor retention of cost records for a period of 10 years instead of the 3-year period prescribed in paragraph (f) and subparagraph (f)(1) of the clause at [FAR 52.215-2](#), Audit and Records--Negotiation.

(b) The Director, Office of Acquisition and Property Management, on July 24, 1987, approved a class deviation from the clause at [FAR 52.215-2](#), Audit--Negotiation, requiring the contractor retention of records for 10 years.

(c) In accordance with [FAR 52.103\(a\)](#), contracting officers shall insert "(Deviation)" after the date of the clause and include the 10 year period authorized for retention of cost records under CERCLA in paragraph (d) and subparagraph (d)(1) of the clause.

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## **SUBPART WBR 1415.3 -- SOURCE SELECTION**

### **WBR 1415.303 Responsibilities .**

(a) In addition to the duties outlined in [FAR 15.303](#), the CO shall be responsible for conducting competitive, negotiated acquisitions using the professional guidance contained in the Bureau of Reclamation Source Selection Handbook (SSH) . The SSH is issued and maintained by the AAMD, (84-27800) and is prescribed as professional guidance for use by personnel involved in the conduct of competitively negotiated acquisitions. Its instructions and procedures are included as guidance for the CO to determine the appropriate strategy for a specific negotiated acquisition commensurate with the nature and complexity of the acquisition.

### **WBR 1415.303-70 Conflict of Interest**

(c) Each evaluator and advisor shall sign and return to the CO form [WBR 1453.303-1415-3](#), Bureau of Reclamation Conflict of Interest Certificate, in lieu of the form DI-1960.

### **WBR 1415.304 Evaluation factors and subfactors.**

(b) The factors to be used in evaluating proposals shall be stated in the solicitation as required by [FAR 15.304](#) in accordance with the guidance contained in Part 3 of the SSH and using the provisions prescribed in [WBR 1415.204-5](#) .

### **WBR 1415.305 Proposal evaluation .**

(a) The CO shall be responsible for ensuring that all documents which contain proprietary or source selection information (see [FAR 3.104-3](#)) are protected as required by [WBR 1403.104-5](#) and [1415.207](#) .

(b) A format substantially the same as the format illustrated in [WBR 1453.303-1415-1](#) , Technical Proposal Evaluation Committee Appointment Memorandum, shall be used to notify individuals of appointment to serve as evaluation officials in order to evaluate proposals or provide advice on evaluation of proposals.

(c) Violations or suspected violations of Section 27 of the Office of Federal Procurement Policy Act, as amended, shall be reported and processed in accordance with [WBR 1403.104](#) before any action is taken to disqualify an offeror under [FAR 3.104-10](#).

(d) As required by [FAR 15.305](#) and [15.404-1](#) , a written cost or price evaluation must be made in order to determine that an estimated cost or proposed price is fair and reasonable and to determine the offeror's understanding of, and ability to perform, the work required. A reasonableness determination based solely on a finding that adequate price competition was obtained, without additional documented cost or price evaluation, may be insufficient ([FAR 15.403-3\(b\)](#) and [15.404-1\(a\)\(1\)](#)) .

#### **WBR 1415.307 Proposal revisions.**

(b) If a request for final proposal revisions specifies submission of offers to an office or location other than that designated in the solicitation for receipt of proposals, an amendment to the solicitation which formally changes the location shall be issued concurrently with the request.

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### **SUBPART WBR 1415.4 -- Contract Pricing**

#### **WBR 1415.403-5 Instructions for submission of cost or pricing data or information other than cost or pricing data.**

(a) In complying with the requirements of [FAR 15.403-5](#), the CO shall specify the cost or pricing information to be submitted with a proposal using a provision substantially the same as those prescribed in [WBR 1415.204-5](#) (a)(4) or (a)(5).

#### **WBR 1415.404-1 Proposal analysis techniques .**

(a) It is Reclamation's policy that each contracting office shall have a full-time cost/price analyst to assist the CO in analyzing cost and pricing data, preparing price and/or cost analyses, developing prenegotiation objectives, and conducting negotiations, unless such resources are inappropriate based on the office's workload and/or the size of the acquisition workforce.

(b) To provide for meaningful proposal analysis required by [FAR 15.305](#) , the contracting officer shall ensure that the Government cost estimate is consistent in format and content (based on availability of information) with the instructions which will be given to offerors for submission of pricing proposals. (See - [FAR 15.403-5](#). ) If the estimate does not meet these requirements, it shall be returned to the requisitioner with an explanation of the need for revision.

(e) The individual who prepared the initial Government cost estimate for an acquisition action should assist the CO by conducting a technical analysis of any cost proposal associated with the action and in preparing for, or conducting, negotiations.

## **WBR 1415.404-2 Information to support proposal analysis.**

(c) Audit assistance for prime contracts or subcontracts.

(1) The contracting office must submit all requests for audits of proposals or claims for equitable adjustment, termination settlement proposals, and other claims directly to the Office of Inspector General (OIG) using Form DI-1902, Request for Audit.

(i) Within two weeks of receiving the request, OIG will inform the contracting office whether it will perform the audit and provide a tentative start date.

(ii) If OIG is unable to perform the audit or if the tentative start date does not meet the contracting office's need, the contracting office may submit a request for audit directly to the Defense Contract Audit Agency (DCAA).

(2) The contracting office may submit all requests for other types of contract audits, such as preaward audits, interim and final incurred costs audits, and overhead reviews to either:

(i) OIG using the same process as described in [WBR 1415.404-2\(c\)\(1\)](#); or

(ii) DCAA.

(3) Contracting offices must request audits from DCAA in writing and submit a Form DI-1902 with each request.

(i) Contracting offices should also submit a copy of the form to OIG's Office of Administration and External Audits, Attention: Assistant Director For External Audits.

(ii) The request should direct DCAA to send a copy of the final report to the requestor and to OIG's Assistant Director for External Audits.

(iii) The OIG will issue the final report and will be responsible for tracking implementation of the recommendations and/or resolution of questioned costs.

(4) Contracting offices requesting DCAA to perform audits will be required to enter into reimbursable agreements with DCAA. Information on how to enter into the agreements is available from the Defense Contract Audit Agency, Attn: CFB, 8725 John J. Kingman Road, Suite 2135, Fort Belvoir VA 22060-6219. Telephone Number: (703) 767-2215.

## **WBR 1415.404-4 - Profit.**

(a) If the total profit or fee prenegotiation objective calculated using the structured approach exceeds the amount proposed by an offeror or contractor, the contractor proposed amount shall be used as the maximum prenegotiation objective.

(b) Reclamation profit policy for construction and architect-engineer services contracts is contained in [WBR 1415.404-8001](#) and [8002](#), respectively.

## **WBR 1415.404-80 Specific profit analysis factors.**

### **WBR 1415.404-8001 Construction contract actions.**

The procedures in this section shall be used for establishing profit objectives for negotiated construction contracts, including modifications, when cost analysis has been used in establishing prenegotiation objectives and the contract action is expected to exceed \$100,000.

(a) Calculation of profit objective . The rate listed for a factor in paragraph (b) of this section shall be multiplied by the assigned weight (ranging from .03 to .12) to obtain the profit percentage for the factor. The individual factor percentages shall then be added to obtain the total profit rate objective for the contract action. Additional factors may be used as prescribed in paragraph (c) of this section.

(b) Factors.

(1) Subcontracting (Rate = 25). This factor considers the extent of subcontracting to be used by the contractor in performing the work. For efforts where 60 percent or more of the cost of the work will be expended through the use of subcontracts, a weighting of .03 shall be assigned. Greater weights may be assigned in proportion to the use of less sub contracting.

(2) Risk (Rate = 20). This factor measures the contractor's risk in performing the required work. In assigning the weight, the following factors should be considered:

(i) The quality and diversity needs of the tasks required;

(ii) the approach needed to perform the work, including the types and quantities of direct labor; and

(iii) any special controls which may be required. In addition, the percentage of work already completed under a change order prior to definitization should be considered, since the degree or risk lowers as the work is completed (see [WBR 1443.204\(b\)\(4\)](#)). Generally, weighting should not exceed .06 when 50 percent or more of the work has already been performed, except when a price ceiling has been imposed on the work. Weighting should be .00 if all work has been performed.

(3) Complexity (Rate = 15 ). This factor measures the complexity of the work, and technical and administrative skills required, and the nature of any technical specifications which govern the work. For difficult and complex work which significantly varies from other work being performed under the contract, a weighting of .12 may be appropriate; the weighting should be proportionately reduced to .03 for the simple tasks performed.

(4) Size (Rate = 15). This factor considers the estimated cost of the work to be performed. If the estimated amount is between \$100,000 and \$5,000,000, proportional weightings of .12 to .04 shall be assigned. Amounts in excess of \$5,000,000, should use a weighting of .03.

(5) Period (Rate = 15). This factor measures the length of time estimated to accomplish the work by giving:

- (i) the greatest weight to performance in excess of 24 months;
  - (ii) proportionately weighting work of shorter duration to a minimum of .03 for jobs which can be completed in less than 30 days; and
  - (iii) a not-to-exceed weighting of .03 when additional time is not required under a modification.
- (6) Investment (Rate = 10). This factor measures the extent of the contractor's investment including:
- (i) use of any contractor facilities to perform the work versus government-furnished property required;
  - (ii) any mobilization payment required;
  - (iii) the extent to which the contractor is using its own labor resources to perform the work; and
  - (iv) the method and frequency of progress payments to be made and their impact on the contractor's cash flow. The greater the contractor's investment, the higher the weighting which may be assigned.
- (c) Additional factors. The following factors, to be weighted from .03 to .10, may be used, in addition to those in paragraph (b) of this section if determined by the CO to be applicable to the contract action.
- (1) Performance (Rate = 5) . This factor shall be used for modifications when the contractor's demonstrated performance in accomplishing the work under the contract has been consistently above average. In evaluating this factor, consideration should be given to reviewing:
- (i) the contractor's record in meeting performance schedules;
  - (ii) reliability and validity of proposal cost estimates;
  - (iii) degree of cooperation displayed in meeting contract objectives;
  - (iv) timeliness of proposal submissions; and
  - (v) overall compliance with contract clauses and requirements.
- (2) Socioeconomic program implementation (Rate =5). This factor shall be used for modifications when the contractor has demonstrated consistent performance in accomplishing socioeconomic program objectives under the contract. Weight shall be given to the contractor's performance under its Subcontracting Program, or documented compliance with socioeconomic contract clauses.

**WBR 1415.404-8002 Architect-engineer services.**

The procedures in this section shall be used for establishing profit objectives for architect-engineer services contracts, including modifications, when a cost analysis has been used in establishing prenegotiation objectives and the contract action is estimated to exceed \$100,000.

(a) Calculation of profit objective . The rate listed for a factor in paragraph (b)below shall be multiplied by the weight assigned to the factor (.07 to .15, except for subparagraphs (b)(2) and (b)(5) which shall use weights of .03 to .15) to obtain the profit percentage for the factor. The individual factor percentages are then added to obtain the total profit rate objective for the contract action.

(b) Factors .

(1) Subcontracting (Rate = 25). This factor considers the extent of subcontracting to be used by the contractor in performing the work. For efforts where 50 percent or more of the cost of the work will be expended through subcontracts, a weighting of .07 shall be assigned. Greater weights may be assigned in proportion to the use of less subcontracting.

(2) Risk (Rate = 20). This factor measures the degree of the contractor's risk. Evaluation of risks in performing the work should consider:

(i) the quality and diversity needed for the tasks required;

(ii) the approach needed to perform the work (including the types and quantities of direct labor); and

(iii) any special controls which may be required. Generally, weighting should not exceed .06 when 50 percent or more of the work has already been performed, except when a price ceiling has been imposed on the work.

(3) Complexity (Rate = 15). This factor measures the complexity of the design work and technical engineering and administrative skills required. If the nature of the design work is most difficult and complex, the weighting should be .15 and should be proportionately reduced to .07 for the simplest of engineering tasks.

(4) Size (Rate = 15). This factor considers the estimated cost of the work to be performed. If the estimated cost is between \$100,000 and \$1,000,000, proportion weightings of .12 to .08 shall be assigned; for amounts in excess of \$1,000,000 a weighting of .07 shall be used.

(5) Period (Rate = 15). This factor measures the length of time required to accomplish the work with the greatest weight given to performance in excess of 180 days. Work of shorter duration should be proportionately weighted to a minimum of .07 for jobs which can be completed in less than 60 days. Weighting should not exceed .03 when additional time is not required under a modification.

(6) Investment (Rate = 10). This factor measures the extent of the contractor's investment including:

(i) use of any contractor facilities to perform the work versus government-furnished property required;

(ii) the extent to which the contractor is using its own engineering resources to perform the work; and

(iii) the method and frequency of progress payments to be made and the impact on the contractor's cash flow. The greater the contractor's investment, the higher the Weighting which may be assigned.

(c) Additional factors . The following factors, to be weighted from .03 to .10, may be used in addition to those in paragraph (b) of this section if determined by the CO to be applicable to the contract action.

(1) Performance (Rate = 5). This factor shall be used for modifications when the contractor's demonstrated performance in accomplishing the work has been consistently above average. In evaluating this factor, consideration should be given to:

(i) reviewing the contractor's record in meeting performance schedules;

(ii) reliability and validity of proposal cost estimates;

(iii) degree of cooperation displayed in meeting contract objectives;

(iv) timeliness of proposal submissions; and

(v) overall compliance with contract clauses and requirements.

(2) Socioeconomic program implementation (Rate = 5) . This factor shall be used to measure the contractor's demonstrated performance in accomplishing socioeconomic programs under the contract. The contractor's performance under this factor measures the length of time required to accomplish the work with the greatest weight given to performance in excess of 180 days. Work of shorter duration should be proportionately weighted to a minimum of .07 for jobs which can be completed in less than 60 days. Weighting should not exceed .03 when additional time is not required under a Subcontracting Program, or documented compliance with socioeconomic contract clauses.

#### **WBR 1415.405 Price negotiation .**

Pursuant to [FAR 15.405](#), the CCO is authorized to resolve contract actions involving an impasse on price or profit/fee between the CO and the contractor. The HCO is authorized to resolve these stalemates if the CO is the CCO.

#### **WBR 1415.406 Documentation .**

##### **WBR 1415.406-1 Prenegotiation objectives.**

(a) In accordance with the requirements of [FAR 15.406-1](#), prenegotiation objectives shall be developed for CO approval only by the contract negotiator, contract specialist, price analyst or other qualified individual who is assigned this responsibility by the CO. The objectives shall be established using Section I (Prenegotiation Plan) of the format illustrated in [WBR 1453.303-1415-2](#), Price Negotiation Memorandum, for all pricing actions exceeding \$25,000 except those conducted pursuant to FAR Part 13 where the documentation requirements of [13.106](#) shall be followed. The format may be modified at Section I(6) to provide for target objectives rather than minimum and maximum objectives. A single Prenegotiation Plan may be prepared which contains separate prenegotiation objectives for each proposal in the competitive range. Significant variances between the Government cost estimate and prenegotiation objective(s) shall be documented including any supporting information received from the individual who prepared the estimate.

(b) Prenegotiation objectives prepared in accordance with paragraph (a) above shall be reviewed in accordance with procedures for independent review required under [WBR 1401.7001-3\(c\)](#). The purpose of the review is to ensure that the negotiator (or team) is prepared to enter into meaningful negotiations based on a realistic and fair plan which is achievable. The extent of the review should be directly related to the dollar value and complexity of the individual acquisition action.

(c) For pricing actions exceeding \$500,000 and which involve construction contract claims, construction-related supply contract claims, or requests for equitable adjustments arising under construction or construction-related supply contracts (other than requests submitted as a result of a unilateral change order modification), the CO may request a technical analysis from Construction Management, 86-68160, prior to establishing prenegotiation objectives (see [WBR 1433.210-80](#)).

(d)

(1) Prenegotiation objectives shall be approved in accordance with regional office procedures prior to negotiation of pricing actions which are less than the acquisition office thresholds established in the annual review agreement required by [WBR 1401.7001-3\(b\)\(2\)\(i\)](#).

(2) Prior approval of prenegotiation objectives shall be obtained from the AAMD, 84-27800, as required by [WBR 1401.7001-3\(b\)](#).

#### **WBR 1415.406-3 Documenting the negotiation .**

(a) Section II (Price Negotiation Summary) of the format illustrated in [WBR 1453.303-1415-2](#), Price Negotiation Memorandum shall be used substantially as written (e.g., change Section II(3) to reflect target rather than minimum and maximum objectives if applicable) in order to fulfill the requirements for price negotiation memoranda contained in [FAR 15.406-3](#). A single Price Negotiation Summary may be prepared which contains separate negotiation summaries for each proposal.

(b) When determined necessary by the CO, the Government cost estimate shall be revised by the office which prepared it to reflect any clarifications or changes in the scope of work which were identified during negotiations. The revisions shall be discussed in Section B of the format prescribed in paragraph (a) above.

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### **SUBPART WBR 1415.6 -- UNSOLICITED PROPOSALS**

#### **WBR 1415.604 Agency points of contact .**

The information required by [FAR 15.604](#) to be provided to potential offerors of unsolicited proposals is contained in the "Bureau of Reclamation Unsolicited Proposal Handbook" (see [WBR 1415.606-80](#)) which shall be made available free to potential offerors upon request.

#### **WBR 1415.606 Agency procedures .**

**WBR 1415.606-80 Reclamation procedures .**

(a) The "Bureau of Reclamation Unsolicited Proposal Handbook" is prescribed for use in the submission of unsolicited proposals. The handbook is issued and maintained by AAMD, (84-27800).

(b) As required by [FAR 15.606](#), the CCO shall serve as contact point for submission of unsolicited proposals.

## Reclamation Acquisition Regulation (RAR)

### PART WBR 1416

#### TYPES OF CONTRACTS

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[WBR 1416.603 Letter contracts.](#)

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### PART WBR 1416

#### TYPES OF CONTRACTS

#### SUBPART WBR 1416.5 -- INDEFINITE-DELIVERY CONTRACTS

##### **WBR 1416.501-2 General.**

(a) The total of the base and any option periods in indefinite-delivery contracts shall not exceed the limits in [FAR 17.204\(e\)](#).

(b) The following amounts shall be used for the purpose of determining dollar amounts in connection with threshold requirements for review and approval requirements --

(1) For a requirements contract, the estimated total contract amount which corresponds to the amount required by [FAR 16.503\(a\)\(1\)](#) including any options; and

(2) For an indefinite-quantity contract, the amount which corresponds to the stated maximum required by [FAR 16.504\(a\)\(1\)](#) including any options.

##### **WBR 1416.504 Indefinite-quantity contracts.**

(a) Task order contracts may allow individual task orders to be fixed-price, cost-reimbursement, time and materials, labor hour, or any combination thereof.

(b) Task order contract pricing may be either input-based, output-based, or both.

(1) Input-based contracts must include --

(i) A list and description of labor categories;

(ii) The estimated quantity (or minimum and maximum quantities) of hours per labor category;

(iii) A firm or ceiling hourly labor rate or set of rates for each labor category:

(A) Firm hourly rates include direct and indirect costs and profit;

(B) Ceiling hourly rates are used for cost-reimbursement task orders and include only direct labor costs, with reimbursement of indirect costs based on separate interim billing rates; fee is separately stipulated; and

(iv) Cost reimbursement contract line items for materials and travel.

(2) Output-based contracts must include firm prices for standard work units or standard tasks, e.g., a unit price of \$1 per square foot (which includes direct and indirect costs and profit) to paint one square foot of a specified surface with a specified paint in a specified manner.

### **WBR 1416.505 Ordering**

(b) The task order/delivery order contract ombudsman shall be the competition advocate designated at [WBR 1406.501](#).

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## **SUBPART WBR 1416.6 -- TIME-AND-MATERIALS, LABOR-HOUR, AND LETTER CONTRACTS**

### **WBR 1416.603 Letter contracts.**

**WBR 1416.603-3 Limitations.** The CCO is authorized to approve the written determination, required by [FAR 16.603-3](#), that no contract type other than a letter contract is suitable.

**Reclamation Acquisition Regulation (RAR)**

**PART WBR 1417**

**SPECIAL CONTRACTING METHODS**

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**WBR PART 1417**

**SPECIAL CONTRACTING METHODS**

**SUBPART WBR 1417.2 -- OPTIONS**

**WBR 1417.280 Options under terminations for default.** Unexercised options remaining under a contract terminated for default shall be considered as undelivered quantities when repurchasing against the contractor's account.

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## **SUBPART WBR 1417.5 -- INTERAGENCY ACQUISITIONS UNDER THE ECONOMY ACT**

**WBR 1417.501 Definition.** "Interagency acquisition," as used in this subpart, and defined in FAR 17.5 includes supplies or services obtained from

- (a) Other federal agencies; or
- (b) Other bureaus within the Department of the Interior.

### **WBR 1417.502 General.**

It is Reclamation's policy not to place Government agencies in direct competition with commercial contractors for furnishing supplies or services.

### **WBR 1417.503 Determination and findings requirements.**

- (a) The requisitioner is responsible for furnishing the information required by [FAR 17.503](#) and this section to the CO for use in preparing the determination.
- (b) The Department of the Interior approved a class deviation on February 16, 1996, which permits Reclamation's CCO's to make the Economy Act determinations prescribed in [FAR 17.502](#) and [DIAR 1417.502](#) for actions of \$500,000 or less.
- (c) A contracting officer must prepare and sign the D&F as the preparer. (Any warrant level may perform this function.) He/she shall forward the D&F to the CCO.
- (d) If the action is \$500,000 or less and meets the requirements of [FAR Subpart 17.5](#), the CCO shall sign the D&F as the approving official. If the action is greater than \$500,000 the CCO shall sign the D&F and forward it to the BPC.
- (e) Determinations above \$500,000 made under [FAR 17.503](#) shall be signed by the BPC as the approving official.
- (f) D&F's shall contain the title, signature, and date of approval of each official involved in the process.

### **WBR 1417.504 Ordering procedures.**

- (a) Interagency acquisitions awarded under this subpart shall be assigned procurement instrument identification numbers pursuant to Subpart [WBR 1404.81](#).
- (b) A register of interagency acquisitions awarded under this subpart shall be maintained pursuant to [WBR 1404.8111-4\(b\)](#).

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## **SUBPART WBR 1417.80 – PURCHASE OF NON-MONETARY AWARDS OR ENTERTAINMENT**

## **1417.8001 Purchase of Awards or Entertainment**

Reclamation Manual, Directives and Standards (D&S), [ADM 06-01](#), Purchase of Non-Monetary Awards, and [ADM 06-02](#), Purchase of Entertainment, set out the requirements for the purchase of awards and entertainment. The referenced D&S documents are available at the following website: <http://www.usbr.gov/recman/DandS.html#adm>

## **1417.8002 Definitions**

**Non-Monetary Award:** As defined by the Department of the Interior, non-monetary awards are granted to employees to recognize their contributions. These contributions may include superior accomplishment of regularly assigned duties; exceptional achievements of project goals; noteworthy accomplishments over a sustained period; or specific contributions to the organization's mission. The non-monetary item must take an appropriate form to be used in the public sector to be purchased with public funds. Where appropriate, a non-monetary award item should contain the bureau or Departmental name, logo, award title, and/or mission.

**Entertainment:** As used in decisions of the Comptroller General and Comptroller of the Treasury, entertainment is an umbrella term that includes: food and drink, either as formal meals or as drinks, snacks or refreshments; receptions, banquets, and the like; music, live or recorded; live artistic performances; and recreational facilities.

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## **SUBPART WBR 1417.81 -- LEASE OF REAL PROPERTY**

**WBR 1417.8100 Authority.** Reclamation is authorized to acquire space by lease in buildings and land incidental thereto only under the circumstances listed in 48 CFR 101-18.104 and subject to the limitations in 48 CFR 101-18.105. The regulations contained at 48 CFR Part 570 may be utilized to acquire space by lease.

# Reclamation Acquisition Regulation (RAR)

## PART WBR 1419

### SMALL BUSINESS PROGRAMS

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## **PART WBR 1419**

### **SMALL BUSINESS PROGRAMS**

#### **SUBPART WBR 1419.2 -- POLICIES**

##### **WBR 1419.201 General policy .**

(a) Annual socioeconomic development goals are negotiated by the Business Economic and Development Program (BEDP) Manager, 84-27800, with each of the Acquisition Operation Office BUDS and the office of Small and Disadvantaged Business Utilization.

(b) AAMS is responsible for transmitting information pertaining to FAR Part 19, DIAR Part 1419, and WBR Part 1419 to BUDS through use of the Business Utilization Development Memoranda (BUDM) system.

##### **WBR 1419.202 Specific policies .**

##### **WBR 1419.202-70 Acquisition screening and BUDS recommendations .**

(a) The requirement at [DIAR 1419.202-70\(a\)](#) to complete form DI-1886 for acquisitions estimated to exceed the SAT prior to any posting through the Governmentwide point of entry (GFE) also applies to DI-1886s completed pursuant to RAR [WBR 1419.202-70\(d\)](#).

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#### **SUBPART WBR 1419.5 -- SET-ASIDES FOR SMALL BUSINESS**

**WBR 1419.505 Rejecting Small Business Administration recommendations.** The CCO is delegated authority to make the written decision in response to an appeal made by the SBA pursuant to [FAR 19.505\(b\)](#).

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#### **SUBPART WBR 1419.7 -- THE SMALL BUSINESS SUBCONTRACTING PROGRAM**

##### **WBR 1419.704 Subcontracting plan requirements.**

When a Small Business Subcontracting Plan is required, the contracting officer shall:

(a) Provide a format substantially the same as found at [WBR 1453.303-1419-1](#) to prospective offerors with the solicitation; or

(b) Call prospective offerors' attention to [WBR 1453.303-1419-1](#) by means of a solicitation notice that identifies the website where the format may be found, e.g., <http://www.usbr.gov/pmts/acquisitions>

**WBR 1419.705 Responsibilities of the contracting officer under the subcontracting assistance program .**

**WBR 1419.705-2 Determining the need for a subcontracting plan.**

(a) The determination under [FAR 19.705-2 \(c\)](#) shall be approved by the CCO.

(b) A copy of the approved determination under paragraph (a) above shall be forwarded to the OSDDBU and to AAMS, 84-27800, within 10 days after contract award.

**WBR 1419.705-4 Reviewing the subcontracting plan .** Under a sealed bid solicitation, the CO shall document the contract file -

(a) When a bid is rejected as nonresponsive for failure of a subcontracting plan to meet the requirements of [FAR 19.704](#) after the bidder has been informed of the deficiencies and a revised plan requested under [FAR 19.705-4 \(b\)](#) ; or

(b) When a bidder selected for award is determined to be nonresponsive on the basis of a submitted subcontracting plan which indicates noncompliance with the requirements of the clause at [FAR 52.219-8](#).

**WBR 1419.705-5 Awards involving subcontracting plans.** Except in the circumstances listed in [FAR 19.705-5\(b\)](#) , subcontracting plans shall be incorporated into contracts before award as required by [FAR 19.702 \( a\)\(1\) and \(2\)](#) and [19.705-5\(a\)\(5\)](#).

**WBR 1419.705-6 Post award responsibilities of the contracting officer.**

(h) A copy of each approved subcontracting plan shall be forwarded to AAMS, 84-27800, and the appropriate SBA officials in accordance with [FAR 19.705-6](#).

(j) A copy of each Standard Form 294, Subcontracting Report for Individual Contracts, received from individual contractors, shall be forwarded to AAMS, 84-27800.

(k) The CO and the BUDS are encouraged to conduct a business and economic development program management review of a prime contractor's small and disadvantaged business subcontracting program when a Subcontracting Report for Individual Contracts shows noncompliance with subcontracting goals for that contract. The results of the review shall be documented in writing using the format at DIAR 1453.303-70. A copy of review report shall be submitted to AAMS, D- 7800, within 60 calendar days after completion of the review.

**WBR 1419.705-7 Liquidated damages.**

If, at contract completion, a contractor has failed to meet the subcontracting goals of an individual contract plan, the CO shall, for the purpose of assessing possible liquidated damages pursuant to [FAR](#)

[19.705-7](#), make a written determination on whether the contractor has failed to make a good faith effort to comply with its subcontracting plan. A copy of the determination shall be submitted to AAMS, 84-27800. Any Reclamation CO who initially approved a commercial plan shall, at the close of each fiscal year for which the plan is applicable, perform the functions set forth at [FAR 19.705-5\(f\)](#) on behalf of all agencies with contracts covered by the commercial plan.

**WBR 1419.708 Solicitation provisions and contract clauses.**

The CO shall insert the clause at [WBR 1452.219-80](#) in all solicitations and contracts containing the clause at [FAR 52.219-9](#), Small Business Subcontracting Plan.

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**SUBPART WBR 1419.8 -- CONTRACTING WITH THE SMALL BUSINESS  
ADMINISTRATION (THE 8(a) PROGRAM)**

**WBR 1419.800 General.**

(f) All 8(a) transactions shall be processed on a direct award basis in accordance with the policies and procedures of DIAPR 2002-1 and the Partnership Agreement between the Department of the Interior and the Small Business Administration dated December 6, 2000.

**WBR 1419.803-70 Simplified procedures for 8(a) acquisition under MOUs.**

COs shall consider use of the 8(a) Program for acquisitions that do not exceed the simplified acquisition threshold in FAR Part 13.

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**SUBPART WBR 1419.10 -- SMALL BUSINESS COMPETITIVENESS DEMONSTRATION  
PROGRAM**

**WBR 1419.1004 Participating agencies.** Effective October 1, 1989, the Department of the Interior became a participant in the Small Business Competitiveness Demonstration (SBCD) Program pursuant to DIAPR 89-58, Supplement 1, dated September 19, 1989.

**WBR 1419.1005 Applicability.** Targeted industry categories under [FAR 19.1005 \(b\)](#) for the Department of the Interior were identified in DIAPR 91-16, dated December 6, 1990, transmitted via BUDM 91-20, dated December 19, 1990.

**WBR 1419.1007 Procedures.** Due to the changing nature of the SBCD Program, information regarding implementation (including emerging small business set-asides and reinstatement of small business set-aside policies for the designated industry groups in [FAR 19.1005\(a\)](#)) will be transmitted via BUDM issued by AAMS, 84-27800. (see [WBR 1419.201\(b\)](#)).

**Reclamation Acquisition Regulation (RAR)**

**PART WBR 1422**

**APPLICATION OF LABOR LAWS TO  
GOVERNMENT ACQUISITIONS**

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**SUBPART WBR 1422.4 -- LABOR STANDARDS FOR CONTRACTS  
INVOLVING CONSTRUCTION**

**WBR 1422.406 Administration and enforcement.**

**WBR 1422.406-2 Wages, fringe benefits, and overtime.** If as described in [FAR 22.406-2\(b\)\(2\)](#), the interested parties cannot agree on the cash equivalent, the CO shall submit the question for final determination through the BPC to the DOL.

**WBR 1422.406-8 Investigations.** Pursuant to DIAR [1422.406-8](#), the CO's report of labor violations shall include the following:

(a) Standard Form 1446, Labor Standards Investigation Summary Sheet, signed by the CO;

(b) The narrative report containing:

(1) The alleged violation;

(2) The CO's preliminary findings;

(3) A statement as to the receipt and/or disposition of any contractor rebuttal to the preliminary findings;

(4) The CO's final findings;

(5) A statement as to whether the contractor has accepted the CO's findings and has paid any restitution of wages, benefits, or liquidated damages pursuant to [FAR 22.406-8 \(d\)](#);

(6) A statement regarding the withholding of funds, justification of amount withheld, and their disposition; and

(7) Recommendations as to the disposition or further processing of the case.

(c) The following information shall be included as exhibits to the report, as applicable:

(1) Investigator's report;

(2) Copy of contractor's written rebuttal or a summary of the oral rebuttal of the CO's findings;

(3) Copies of correspondence between the contractor and the CO, including a statement of specific violations found, corrective action requested, and contractor's letter of acceptance or rejection;

(4) A listing of affected employees and amount due to each employee;

(5) Evidence of payment by the contractor of restitution or liquidated damages, such as copies of receipts, canceled checks, or supplemental payrolls; and

(6) Correspondence from the contractor requesting relief from the liquidated damages provisions of the CWHSSA.

**WBR 1422.406-9 Withholding from or suspension of contract payments.**

(a) As required by [DIAR 1422.406-9 \(c\)\(4\)](#), funds withheld under [FAR 22.406-9\(c\)](#) for wage underpayments shall be disposed by --

(1) Transfer of funds to the General Accounting Office for disbursement to affected employees when the contractor concurs with the CO's findings and provides written authorization, or the DOL authorized the payment of wages under subparagraph (a)(2) below;

(2) Payment of withheld funds shall be released to the contractor when the contractor complies with the CO's findings and provides proof of restitution to all affected employees, or the CO concurs with the contractor that no back wages are due.

(b) When the contractor disputes the CO's findings and appeals to DOL (see [FAR 52.222-41](#)), the CO prepare the report required by [WBR 1422.406-8\(b\)](#) for transmittal to DOL. After the dispute is transmitted to DOL, the CO shall not release or reduce the funds withheld until such authorization is received from DOL.

(c) Funds withheld or collected for liquidated damages under the CWHSSA not used to pay delinquent wages shall be deposited in the U.S. Department of the Treasury through Finance and Accounting Services, Operations Group, D-7730.

**WBR 1422.406-10 Disposition of disputes concerning construction contract labor standards enforcement.** The CO shall follow the procedures outlined in [FAR 22.406-8\(d\)](#) and shall submit the required documents to the BPC with a request to forward the dispute to the Administrator, Wage and Hour Division, DOL for disposition.

**WBR 1422.406-13 Semiannual enforcement reports.** The report required by [FAR 22.406-13](#) shall be submitted to the BPC by April 10 and October 10 for the reporting periods of October 1, through March 31, and April 1 through September 30, respectively.

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## **SUBPART WBR 1422.15 PROHIBITION OF ACQUISITION OF PRODUCTS PRODUCED BY FORCED OR INDENTURED CHILD LABOR**

### **WBR 1422.1503 Policy.**

(b) Special applicability exceptions for the Bureau of Reclamation are as follows:

- (1) Canada - the anticipated value of the acquisition is \$175,000 or more; and
- (2) Israel - the anticipated value of the acquisition is \$175,000 or more.

### **WBR 1422.1505 Solicitation provision and contract clause.**

(a) The List exclusion threshold for the Bureau of Reclamation is \$58,550.

(b) Include the provision at [WBR 1452.222-80](#), Notice of Applicability - Cooperation with Authorities and Remedies - Child Labor, in all solicitations for the acquisition of supplies that are expected to exceed the micro-purchase threshold.

**Reclamation Acquisition Regulation (RAR)**

**PART WBR 1423**

**HAZARDOUS MATERIAL IDENTIFICATION**

**AND MATERIAL SAFETY DATA**

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## PART WBR 1423

### ENVIRONMENT, ENERGY AND WATER EFFICIENCY, RENEWABLE ENERGY TECHNOLOGIES, OCCUPATIONAL SAFETY, AND DRUG-FREE WORKPLACE

**WBR 1423.000 Scope.** This part prescribes Reclamation acquisition policies and procedures for safety and health, exemptions and responsibilities for pollution control, and identification of hazardous material.

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#### SUBPART WBR 1423.3 -- HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

**WBR 1423.300 Scope of subpart.** This subpart prescribes Reclamation policies and procedures for the identification and use of hazardous material and safety and health requirements for Reclamation contracts.

**WBR 1423.302 Policy.**

**WBR 1423.302-80 Reclamation safety policy.** This section prescribes policies and procedures for --

- (a) Acquisition of asbestos-free materials; and
- (b) construction safety requirements as contained in the Reclamation Safety and Health Standards manual.

**WBR 1423.302-81 Use of asbestos-free material.**

(a) Reclamation policy is to acquire and use asbestos-free material whenever such materials are available pursuant to the Commissioner's memorandums dated September 30, 1988, and August 27, 1992.

(b) This policy is implemented through the use of a Reclamation contract clause prescribed in [WBR 1423.302-83\(a\)](#) which --

- (1) States the asbestos-free material policy;
- (2) Provides for the CO to approve an exception to the policy when asbestos-free products are not available;
- (3) Requires documentation to support a request for an exception from a contractor that asbestos-free products are not available; and

(4) Provides notice that CO disapproval of a request for an exception shall be final and not subject to the "Disputes" clause of the contract.

**WBR 1423.302-82 Safety and health requirements.**

(a) It is Reclamation policy that its contractors not require any laborer or mechanic to work under conditions that are unsanitary, hazardous, or dangerous to the employee's health or safety.

(b) This policy is implemented through the use of a contract clause prescribed in [WBR 1423.302-83\(b\)](#) which requires contractors to --

(1) Comply with the Reclamation Safety and Health Standards manual including requirements contained therein for submission of safety data submittals and material safety data submittals;

(2) Obtain copies of the Reclamation Safety and Health Standards manual from the Government Printing Officer (Stock Item GPO-024-003-00178-3);

(3) Submit a written proposed safety program for approval;

(4) Upon notification, correct violations of the safety and health requirements; and

(5) Maintain and submit certain accident reports to the CO.

**WBR 1423.302-83 Contract clauses.**

(a) The CO shall insert the clause at [WBR 1452.223-80](#), Asbestos-Free Warranty -- Bureau of Reclamation, in applicable solicitations and contracts for supplies or services (including construction).

(b) The CO shall insert the clause at [WBR 1452.223-81](#), Safety and Health -- Bureau of Reclamation, in all actions below the Simplified Acquisition Threshold which are for construction and in all other solicitations and contracts which contain the clause at [FAR 52.236-13](#), Accident Prevention. If the CO desires to furnish the RSHS manual from a local source, the clause shall be used with its Alternate I.

**WBR 1423.302-84 Acquisition of personal protective equipment.**

(a) Policy. Personal protective equipment required under safety and health regulations, reference standards, and Reclamation safety and health policy shall be purchased by the Government and issued at no cost to employees, whenever needed to provide protection from hazards of activities, processes, or environments.

(1) Safety boots. Federal Supply Schedule (FFS), Group 84, Part II, Section B, Clothing and Furnishings: Special Purpose Clothing, is a nonmandatory source of supply for acquisitions of safety boots under the procedures of [FAR 8.404](#).

(2) Protective prescription eyewear. Reclamation's policy is to acquire eye and face protection in compliance with the Occupational Safety and Health Administration, Federal Employee Occupational Safety and Health Program.

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## **SUBPART WBR 1423.4 -- USE OF RECOVERED MATERIALS**

**WBR 1423.400 Scope of subpart.** This subpart provides policies and procedures necessary to implement [Department of the Interior Acquisition Policy Release 97-2](#), dated December 2, 1996, and establishes Reclamation's Affirmative Procurement Program to promote acquisition of products made from recovered materials and recycled materials.

**WBR 1423.401 Authorities.** Reclamation's Affirmative Procurement Program is established pursuant to the Resource Conservation and Recovery Act (RCRA) of 1976, as amended Procurement (EPA) Guidelines for Government Agencies for Recovered Materials and Products (40 CFR 247-250, 252 and 253); Executive Order (EO) 12759 dated April 17, 1991, and EO 12780 dated October 31, 1991.

**WBR 1423.403 Policy.** The policy of the Department of the Interior in acquiring materials and products is to ensure --

- (a) Specifications do not exclude the use of recovered materials;
- (b) Specifications do not require items to be manufactured from virgin materials;
- (c) EPA designated items with recovered materials are acquired to the greatest extent practicable;
- (d) Items which will result in a decrease in the generation of waste are acquired to the greatest extent practicable; and
- (e) Cost-effective purchases and use of environmentally-sound and energy efficient products and services are utilized.

### **WBR 1423.404 Agency Affirmative Procurement Program.**

(a) Preference program.

(1)

(i) In accordance with [FAR 23.405\(a\)](#) and EPA Procurement Guidelines for Government Agencies, preference shall be given for the acquisition of the following materials and products:

(A) Paper and paper products (40 CFR Part 250);

(B) Lubricating oils (40-CFR Part 252);

(C) Retread tires (40 CFR Part 253);

(D) Insulation products (40 CFR 248); and

(E) Other guideline items as they are established.

(ii) Waiver of the preference requirements in subparagraph (a)(1)(i) above shall be made in accordance with [FAR 23.405\(c\)](#). The initiator of a requisition for a requirement which contains materials or products listed in subparagraph (a)(1)(i) above is responsible for furnishing information with the requisition for an acquisition involving a proposed waiver using the format illustrated at [WBR 1453.303-1423-1](#).

(iii) The CO shall promptly provide a copy of each waiver issued under (a)(1)(ii) above to the HCA.

(2)

(i) In accordance with EO 12759 dated April 17, 1991, a preference shall be given to the acquisition and use of environmentally sound and energy efficient products and services, to the extent that it is economically feasible, through the purchase of the following items:

(A) Energy efficient light bulbs available through the Defense Logistics Agency and the General Services Administration (GSA) supply systems;

(B) Environmentally safe and energy conserving products available through GSA Federal Supply Service schedules;

(C) Recharged toner cartridges for copiers and laser printers;

(D) Disposable products and packaging materials that do not contain harmful chlorofluorocarbons;

(E) Bio-degradable and other packaging and wrapping materials;

(F) Fleet vehicles that operate on alternative fuels, particularly compressed natural gas;

(G) Ethanol or methyl tertiary butyl ether blended gasoline in conventionally fueled motor vehicles that burns cleaner than regular unleaded gasoline to reduce petroleum consumption and air pollution;

(H) Solid waste management services which provide for the collection of recyclable materials for recycling purposes; and

(I) Other items which will result in a decrease in the generation of waste by reasons of reusability, durability or reduction in weight or volume.

(ii) Initiators of requisitions are responsible for compliance with the preferences in subparagraph (a)(2)(i) above; and

(iii) CO's are responsible for reviewing acquisitions to determine compliance with preference requirements and for assisting requisitioners to ensure environmentally sound and energy efficient products and services are acquired.

(3) Initiators of requisitions containing specifications which do not contain items covered by the EPA Procurement Guidelines For Government Agencies under [WBR 1423.404\(a\)](#) are responsible for ensuring that the specifications eliminate --

(i) Any exclusion of recovered material;

(ii) Any requirement that items be manufactured from virgin materials;

(iii) Any other practices that discriminate against use of recovered materials; and

(iv) Any disincentives either to source or to waste reduction.

(b) Promotion Program. Promotion of the preference program in paragraph (a) above shall be accomplished by the HCA and Construction Management, 86-68160, through --

(1) Revisions of applicable Reclamation contract specifications for materials and products;

(2) Revisions of applicable contract specifications which do not contain the EPA Procurement Guidelines for Government agencies to comply with the requirements in subparagraph (a)(3) above; and

(3) Use of the EPA Affirmative Procurement Guidelines for Government agencies by initiators of requisitions, project personnel and management, and operating service contractors.

(c) Verification and Certification Program. The CO shall ensure compliance with the requirements of [FAR 23.406](#) and the receipt of the certification required by the provisions at [FAR 52.223-4](#), Recovered Materials Certification.

(d) Monitoring and Evaluation Program.

(1) Reporting requirements under the RCRA, Section 501 of EO 12780 and other requirements pertaining to this subpart shall be transmitted by the AAMS, 84-27800.

(2) Construction Management, 86-68160, is responsible for monitoring and evaluating compliance with this subpart for specifications it prepares.

(3) The HCO is responsible for monitoring and evaluating compliance with this subpart for specifications prepared by the regional office.

(4) The HCA is responsible for --

(i) Monitoring and evaluating the Affirmative Procurement Program; and

(ii) Collecting and submitting information required by the RCRA to the Office of Acquisition and Property Management, Department of the Interior, in the format requested.

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### **SUBPART WBR 1423.6 -- NOTICE OF RADIOACTIVE MATERIAL**

**WBR 1423.601 Requirements.** In accordance with [FAR 23.601 \(d\)](#), the CO shall specify in the clause at [FAR 52.223-7](#), Notice of Radioactive Materials, a period of 45-calendar days as the time in advance of delivery that the contractor will provide notification.

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### **SUBPART WBR 1423.80 -- PROTECTING FEDERAL EMPLOYEES AND THE PUBLIC FROM EXPOSURE TO TOBACCO SMOKE IN THE FEDERAL WORKPLACE**

**WBR 1423.800 Scope of Subpart.**

This subpart implements Executive Order 13058 , dated August 9, 1997, which established a smoke-free environment for Federal employees and members of the public visiting or using Federal facilities. As a result of this Executive Order, the smoking of tobacco products is prohibited in all interior space owned, rented, or leased by the executive branch of the Federal Government, and in any outdoor areas under executive branch control in front of air intake ducts.

**WBR 1423.801 Contract clause.**

The CO shall insert the clause at [WBR 1452.223-82](#), Protecting Federal Employees and the Public from Exposure to Tobacco Smoke in the Federal Workplace, in all solicitations, contracts, and purchase orders which may require work at a Federal installation, including attendance at meetings associated therewith.

**Reclamation Acquisition Regulation (RAR)**

**PART WBR 1424**

**PROTECTION OF PRIVACY AND FREEDOM OF INFORMATION**

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**PART WBR 1424**

**PROTECTION OF PRIVACY AND FREEDOM OF INFORMATION**

**SUBPART WBR 1424.1 -- PROTECTION OF INDIVIDUAL PRIVACY**

**WBR 1424.102 General.** Reclamation procedures are contained in [RCD 01-02](#) of the Reclamation Manual.

**WBR 1424.103 Procedures.** The CO shall coordinate with the regional Privacy Act Coordinator or the Records and Office Services Group, D-7920, as applicable when --

(a) Acquisition requirements involve the design, development, operation or maintenance of a system of records on individuals; or

(b) Requests are received from bidders, contractors, or the public, for records subject to the Privacy Act of 1974.

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**SUBPART WBR 1424.2 FREEDOM OF INFORMATION ACT**

**WBR 1424.202 Policy.**

(a) Reclamation procedures are contained in [RCD 01-01](#) of the Reclamation Manual.

(b) All information requests received pursuant to the Freedom of Information Act, and responses to such requests, shall be coordinated with the regional Freedom of Information Act Coordinator or Records and Office Services Group, D-7920, as applicable.

**Reclamation Acquisition Regulation (RAR)**

**PART WBR 1425**

**FOREIGN ACQUISITION**

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**PART WBR 1425**

**FOREIGN ACQUISITION**

**SUBPART WBR 1425.1 -- BUY AMERICAN ACT - SUPPLIES**

**WBR 1425.105 Determining reasonableness of cost.**

If foreign inspection may be required, the requiring office and the contracting officer shall develop an estimate of the cost of foreign inspection for use in evaluating the price of any foreign end product offers received. The cost shall be inserted into the provision prescribed in [WBR 1425.1101](#) and added to the price of any foreign end products offers received during the evaluation of offers.

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**SUBPART WBR 1425.4 -- TRADE AGREEMENTS**

**WBR 1425.400 Scope of subpart.** This subpart, in accordance with [FAR 25.400\(b\)](#), provides policies and procedures for acquisitions subject to the Agreement on Government Procurement (GPA), as amended by the Uruguay Round Agreements Act (Pub. L. 103-465), and other trade agreements.

**WBR 1425.402 General.**

(a) The GPA, as amended:

(1) eliminates Reclamation's previous exclusion from the from World Trade Organization Government Procurement Agreement; and

(2) requires Reclamation to apply GPA policy and procedures to its acquisitions.

(b) Pursuant to the GPA, as amended, CO's shall evaluate offers received for all acquisitions at or above the dollar thresholds listed in FAR 25.402(b) without regard to the restrictions of the Buy American Act (BAA).

(c) CO's shall apply the BAA evaluation factors to all acquisitions below the dollar thresholds listed in subparagraph (b) above.

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**SUBPART WBR 1425.11 SOLICITATION PROVISIONS  
AND CONTRACT CLAUSES**

**WBR 1425.1101 Acquisition of supplies.**

The contracting officer shall insert the provision at [WBR 1452.225-80](#), Evaluation Factor--Cost of Foreign Inspection--Bureau of Reclamation, in solicitations containing the clause at either [FAR 52.225-1](#), Buy American Act-Supplies, [FAR 52.225-3](#), Buy American Act-. Free Trade Agreements-Israeli Trade Act, or [FAR 52.225-5](#), Trade Agreements, when foreign inspection may be required.

**WBR 1425.1103 Other provisions and clauses.**

As Reclamation acquisitions are now subject to the GPA and the WTOGPA, COs shall insert the provision at [WBR 1452.225-82](#), of World Trade Organization Government Procurement Agreement Evaluations -- Bureau of Reclamation, in all solicitations, in order to alert offerors that Reclamation thresholds are different than other agencies listed in the FAR.

**Reclamation Acquisition Regulation (RAR)**

**PART WBR 1428**

**BONDS AND INSURANCE**

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**PART WBR 1428**

**BONDS AND INSURANCE**

**SUBPART WBR 1428.1 -- BONDS AND OTHER FINANCIAL PROTECTIONS**

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WBR 1428.103 [Reserved].

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**SUBPART WBR 1428.2 -- SURETIES AND OTHER SECURITIES FOR BONDS**

**WBR 1428.202 Acceptability of corporate sureties.**

The contracting officer shall insert the clause at [WBR 1452.228-84](#), Certification of Representatives for Corporate Sureties -- Bureau of Reclamation, in solicitations and contracts when the clauses at [FAR 52.228-1](#) , [52.228-5](#), and/or [52.228-16](#) are included.

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### **SUBPART WBR 1428.3 -- INSURANCE**

#### **WBR 1428.311 Solicitation provision and contract clause on liability insurance.**

##### **WBR 1428.311-2 Agency solicitation provisions and contract clauses.**

(a) The contracting officer shall insert a clause substantially the same as the clause at [WBR 1452.228-82](#) , County Liability Insurance -- Bureau of Reclamation, in solicitations and contracts where construction will be performed in a county requiring liability insurance.

(b) The contracting officer shall insert a clause substantially the same as the clause at [WBR 1452.228-83](#), Railroad Insurance -- Bureau of Reclamation, in solicitations and contracts for construction where:

(1) Work to be performed interferes with or crosses railroad facilities; and

(2) The crossing agreement entered into with the railroad requires liability protection for the railroad company.

## Reclamation Acquisition Regulation (RAR)

### PART WBR 1431

#### CONTRACT COST PRINCIPLES AND PROCEDURES

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### PART WBR 1431 -- CONTRACT COST PRINCIPLES AND PROCEDURES

#### SUBPART 1431.1 -- APPLICABILITY

**WBR 1431.101 Objectives.** Pursuant to [DIAR 1431.101](#) , the BPC is authorized to approve individual deviations concerning cost principles.

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#### SUBPART WBR 1431.2 -- CONTRACTS WITH COMMERCIAL ORGANIZATIONS

##### WBR 1431.280 Reclamation contract clauses .

(a) Travel costs . The CO shall insert the clause at [WBR 1452.231-80](#) , Contractor Reimbursable Travel Costs--Bureau of Reclamation in all cost-reimbursement solicitations and contracts and other solicitations and other contracts which contain cost-reimbursement provisions for travel:

(b) Equipment ownership and operating expense. The CO shall insert a clause substantially the same as the clause at [WBR 1452.231-81](#) , Equipment Ownership and Operating Expense -- Bureau of Reclamation, in all solicitations and contracts for construction. Pursuant to [FAR 31.105\(d\)](#) and [31.109](#) , the CO may enter into an advance agreement with the contractor for equipment usage costs, including the charges for fully depreciated equipment, in lieu of utilizing the specific provisions of the clause.

**SUBPART WBR 1431.80 - CONTRACTOR REIMBURSABLE TRAVEL.**

**WBR 1431.8000 Reclamation contract clause.**

The CO shall insert the clause at [WBR 1452.231-80](#), Contractor Reimbursable Travel Costs--Bureau of Reclamation in all cost-reimbursement solicitations and contracts and other solicitations and other contracts which contain cost-reimbursement provisions for travel

# Reclamation Acquisition Regulation (RAR)

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### CONTRACT FINANCING

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## PART WBR 1432

### CONTRACT FINANCING

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#### SUBPART WBR 1432.1 - NON-COMMERCIAL ITEM PURCHASE FINANCING

##### **WBR 1432.103 Progress payments under construction contracts.**

In solicitations and contracts for construction, when the Schedule contains a separate line item for mobilization and preparatory work it shall clearly state any not-to-exceed percentage amount associated with the line item and the clause prescribed by [WBR 1432.111-80](#) shall be used for making payments under this item.

##### **WBR 1432.111 Contract clauses for non-commercial purchases.**

##### **WBR 1432.111-80 Reclamation contract clause.**

The CO shall insert a clause substantially the same as the clause at [WBR 1452.232-81](#), Payment for Mobilization and Preparatory Work -- Bureau of Reclamation, in solicitations and contracts for construction when a separate line item for mobilization and preparatory work is included in the Schedule. When the contract specification contains a paragraph entitled "Construction Program," the clause shall be used with its Alternate I. When the solicitation or contract contains multiple schedules with mobilization and preparatory work on more than one schedule, the clause shall be used with its Alternate II. When the contract specification contains a paragraph entitled "Construction Program" and the solicitation or contract contains multiple schedules with mobilization and preparatory work on more than one schedule, the clause shall be used with its Alternate III.

#### SUBPART WBR 1432.6 -- CONTRACT DEBTS

**WBR 1432.605 Responsibilities and cooperation among Government officials.** The CO is responsible for determining the amount of a contract debt and for notifying the authorized billing office of the debt.

#### SUBPART WBR 1432.7 -- CONTRACT FUNDING

##### **WBR 1432.704 Limitation of cost or funds.**

**WBR 1432.704-80 Reclamation incrementally funded firm-fixed-price contracts.** Pursuant to Section 12 of the Reclamation Project Act of 1939 (43 U.S.C. 388), Reclamation is authorized to enter into incrementally funded firm-fixed-price contracts for construction and related supply and service contracts when funds are not available to fully fund the contract at award.

##### **WBR 1432.705 Contract clauses.**

**WBR 1432.705-80 Reclamation contract clause.** The CO shall insert the clause at [WBR 1452.232-80](#), Limitation of Funds (Fixed-Price Contract) -- Bureau of Reclamation, in solicitations and contracts for construction and for related supplies or services when an incrementally funded, firm-fixed-price contract

is contemplated. Instructions for completing paragraph (b) of the clause and for adjusting the notification requirements of paragraph (d) are contained in [WBR 1452.232-80](#).

## **SUBPART WBR 1432.9 -- PROMPT PAYMENT**

**WBR 1432.900 Scope of subpart.** This subpart prescribes Reclamation policies, procedures, clauses, and formats to ensure prompt payment and implement the recommendations of the Reclamation Prompt Payment Act Committee as approved by the Assistant Commissioner -- Administration on December 30, 1991.

**WBR 1432.903 Responsibilities.** The CO may assist contractors, on an as-needed basis, in the preparation of invoices by discussing and reaching agreement on the stage of progress, items delivered, or work performed. However, the contractor has the final responsibility for preparation of invoices. The Reclamation desk guide entitled " Guide for Processing Receiving Reports and Invoices (Jan 92)" contains uniform procedures for receipt and timely processing of receiving reports and invoices to foster prompt payment to contractors under [FAR Subpart 32.9](#). Copies may be obtained from Property and Office Services, D-7910.

### **WBR 1432.905 Payment documentation and process.**

(a) The CO may assist contractors, on an as-needed basis, in the preparation of invoices by discussing and reaching agreement on the stage of progress, items delivered, or work performed. However, the contractor has the final responsibility for preparation of invoices.

(b) When a construction contract specification contains a "Construction Program" paragraph, the progress update reports required must be included with the contractor's payment request to constitute a proper invoice (as authorized in subparagraph (a)(2)(xi) of the clause at [FAR 52.232-27](#), Prompt Payment for Construction Contracts). The clause prescribed in [WBR 1432.908-80\(a\)](#) shall be used for implementing this policy.

(c)(1) Upon receipt of the contractor's invoice payment request under a construction contract, the CO shall attach (and approve the progress or final payment by signing), a completed Contract Summary and Voucher (using a format similar to the format illustrated in [WBR 1453.303-1432-1](#)) on the front of the invoice payment request and transmit the request to Finance and Accounting Services, Operations Group, D-7730 for processing.

(2) In instances where technical data are required to be delivered by a separate contract line item in the Schedule, the CO may retain amounts adequate to protect the Government's interests if the data are not delivered by the required date. The clause prescribed in [WBR 1432.908-80\(b\)](#) shall be used for this purpose.

### **WBR 1432.908 Contract clauses.**

#### **WBR 1432.908-80 Reclamation contract clauses.**

(a) The CO shall insert a clause substantially the same as the clause at [WBR 1452.232-81](#), Payment for Mobilization and Preparatory Work -- Bureau of Reclamation, in solicitations and contracts for construction when a separate line item for mobilization and preparatory work is included in the Schedule. When the contract specification contains a paragraph entitled "Construction Program," the clause shall be used with its Alternate I.

(b) The CO shall insert a clause substantially the same as the clause at [WBR 1452.232-82](#), Other Invoice Requirements -- Bureau of Reclamation, in all solicitations and contracts for construction when the specification contains a "Construction Program" paragraph.

**WBR 1432.980 Fund reservation and invoice payment tracking system.**

(a) In all instances where the reservation of funds is not equal to the total contract price, the CCO shall establish and maintain a tracking system which identifies and maintains the current status of --

- (1) The amount of funds and the document used to reserve funds for payment;
- (2) A record of all contractor invoices submitted for payment; and
- (3) The balance of funds remaining for future payment.

(b) Contracting offices are encouraged to use existing systems for the purpose of compliance with the tracking requirement.

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**SUBPART WBR 1432.11 -- ELECTRONIC FUNDS TRANSFER**

**WBR 1432.1103 Applicability.**

The Department of the Interior has re delegated authority to approve EFT Waiver Conditions 2 to 7 cited in FINANCIAL ADMINISTRATION MEMORANDUM (FAM) 98-034 to Bureau Chief Financial Officers (CFO). This authority has been re delegated to the Manager, Operations Group, Finance and Accounting Services (D-7730). These waivers become effective when approved by the Manager, Operations Group. Waiver Conditions 2 to 7 are as follows:

- (a) Condition 2. The political, financial, or communications infrastructure in a foreign country does not support payment by EFT.
- (b) Condition 3. Where the payment is to a recipient within an area designated by the President or an authorized agency administrator as a disaster area. This waiver is limited to payments made within 120 days after the disaster is declared.
- (c) Condition 4. A response to contingency operations conducted by or in support of the Department of Defense.

(d) Condition 5. Where payment by EFT may pose a threat to national security, the life or physical safety of an individual may be endangered, or a law enforcement action may be compromised.

(e) Condition 6. Where the agency does not expect to make more than one payment to the same recipient within a one-year period, i.e., the payment is non-recurring, and the cost for making the payment by EFT exceeds the cost of making the payment by check. (For DOI, "agency" may be interpreted to mean "bureau".)

(f) Condition 7. Where an agency's need for goods and services is of such unusual and compelling urgency that the Government would be seriously injured unless payment is made by a method other than by EFT; or where there is only one source for goods or services and the Government would be seriously injured unless payment is made by a method other than EFT.

#### **WBR 1432.1110 Solicitation provision and contract clauses.**

(a) Prior to solicitation, the CO shall forward to the Manager, Operations Group (D-7730) any recommendation for an EFT waiver based on one of the Waiver Conditions referenced at [WBR 1432.1103](#). (However, this paragraph constitutes a blanket waiver for the scenario described at [WBR 1432.11-80\(c\)](#).) If the recommendation is not approved, the CO shall include the clause at [FAR 52.232-34](#), Payment by Electronic Funds Transfer - Other than Central Contractor Registration, in the solicitation and resulting contract.

#### **WBR 1432.11-80 Vendor express (VX) payments procedures.**

(a) Waivers certified by individuals. In addition to EFT Waiver Conditions 2 to 7 cited at [WBR 1432.1103](#), FAM 98-034 cites Waiver Condition 1 which allows individuals (e.g., sole proprietors), with or without an account with a financial institution, to self-determine that payment by EFT would impose a hardship due to either a physical or mental disability or a geographic, language, or literacy barrier or that the use of EFT would impose a financial hardship. The waiver is based on the individual's self-assessment that a hardship exists. This waiver is set forth on the EFT Waiver Request Form <http://www.usbr.gov/pmts/acquisitions/et/0312.html> and is effective upon the date of receipt by the Government.

(b) Contracting officer responsibilities. Contracting officers shall:

(1) Using a format similar to [WBR 1453.303-1432-2](#), request contractors to complete the ACH Vendor Enrollment Form (including any waiver request pursuant to [WBR 1432.11-80\(a\)](#)), and return it to the Finance and Accounting Services, Attention: D-7730, for each acquisition, including those using simplified acquisition procedures; (Facsimile copies of the signed form are acceptable.) and

(2) Require contractors to submit a separate form for each financial institution the contractor intends to use for payments;

(c) Invoices with multiple account numbers. Contracting officers shall not use the VX system if invoices will contain payments to more than two different accounting and appropriation account numbers.

(d) Multiple invoice numbers. Contractors listing more than two invoice numbers on an invoice for payment may use the VX system if they submit a summary invoice listing all the attached invoices.

(e) Obtaining publications. Contracting officers can obtain VX publications, at no expense, including:

(1) The Vendor Express, A Government System that Pays;

(2) Vendor Express and the Federal Agency;

(3) Vendor Express and the Vendor (Customer); and

(4) Vendor Express and the Bank (Vendor Account). These publications can be ordered from: Kansas City Regional Financial Center, Code: US TREAS 310, (913) 236-3470.

(f) (The ACH form. An electronic copy of the ACH Vendor Enrollment Form, with prescribed agency information is available at <http://www.usbr.gov/pmts/acquisitions/et/0312.html> .

(g) Obtaining information from contractors. Contracting officers shall:

(1) ) Send the ACH Vendor Enrollment Form and the EFT Waiver Request Form to the contractor at the time of award;

(2) Have the contractor complete the form and forward it to the financial institution;

(3) Have the financial institution complete the financial institution information and return the form to FAS;

(h) Payment Advice Internet Delivery (PAID). PAID is a Treasury Internet program that allows vendors to access remittance information. Vendors with Internet access may register for this service at <http://www.fms.treas.gov/paid/index.asp> .

## Reclamation Acquisition Regulation (RAR)

### PART WBR 1433

### PROTESTS, DISPUTES, AND APPEALS

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### PART WBR 1433 -- PROTESTS, DISPUTES, AND APPEALS

#### SUBPART WBR 1433.1 -- PROTESTS

#### **WBR 1433.103 Protests to the agency.**

(a) Decision. The CO shall use his/her best effort to issue a written decision or to otherwise resolve the challenge within 35 days after receipt of an agency protest containing the information in [FAR 33.103 \(d\)\(2\)](#). The decision shall be reviewed by the local attorney-advisor of the Office of the Solicitor before issuance. When a protest is denied by the CO, the requirements of [DIAR 1433.103](#) shall be included in the decision.

(b) Protests before award. A determination to proceed with award shall be prepared by the CO under the conditions in [FAR 33.103\(f\)\(1\)](#) after compliance with [DIAR 1433.103](#).

(c) Protests after award. The CO may suspend performance or terminate the contract under the conditions in [FAR 33.103\(f\)\(3\)](#).

## **WBR 1433.104 Protests to the General Accounting Office.**

### **(a) Notice of protest.**

(1) AAMD, 84-27800, shall provide the notification to the CO upon being informed of a protest by the Assistant Solicitor for Procurement and Patents.

(2) Upon receipt of a copy of the protest, AAMD will contact the CO to determine if technical assistance is required in preparing the protest report.

(b) Submission of report. All protest reports required by [FAR 33.104\(a\)\(3\)](#) shall be submitted to the Assistant Solicitor for Procurement and Patents (SOL) by the BPC. Contracting offices shall submit this report to the BPC no later than 3 days (as defined at [FAR 33.101](#)) prior to the date established by the SOL for receipt by the SOL. This sequence is graphically depicted:

(c) Protests before award. A determination to proceed with award in the face of a protest under [DIAR 1433.104\(b\)](#) shall be signed sequentially by the CO, the CCO, the BPC, the Assistant Solicitor for Procurement and Patents (SOL), and the HCA. In order to provide for timely notification to GAO, this signatory process shall be accomplished by fax. Following signature by the HCA, 84-27800 shall immediately fax a copy (with telephonic notice) to the CO and to the SOL for GAO notification. This process is graphically depicted: (Webmaster's note: in hardcopy format only)

(d) Protests after award. A determination to continue contract performance shall be prepared in accordance with the procedures in paragraph (c) above.

(e) Decision. AAMD shall notify the CO upon being informed of a decision on the protest.

### **WBR 1433.105 [Reserved].**

### **WBR 1433.106 [Reserved].**

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## **SUBPART WBR 1433.2 -- DISPUTES AND APPEALS**

### **WBR 1433.206 Initiation of a claim.**

#### **WBR 1433.206-80 Tracking claims.**

(a) The CCO shall establish a tracking system to schedule and regularly monitor the resolution of each claim received or initiated. The system shall --

(1) Document any consideration given to the use of the alternate disputes resolution (see [FAR 33.214](#)) during the disposition process; and

(2) Be capable of providing the information required by [WBR 1401.7081-4](#).

(b) The status of each outstanding claim shall be reviewed by the CCO on a quarterly basis to ensure that continuing action is being taken to achieve a proper, timely disposition.

(c) A report on each outstanding claim where an audit has been requested shall be made using the format illustrated in [WBR 1453.303-1401-4](#), and submitted to the AAMD by the last day of each fiscal year quarter.

**WBR 1433.210 Contracting officer's authority.**

**WBR 1433.210-80 Technical analysis.**

(a) CO's conducting a technical analysis of a claim may use the available services of Construction Management, 86-68160. Requests for assistance should be made within 30 days after receipt of a certified construction contract claim.

(b) 86-68160 shall review the claim within 30 days of receipt and provide a proposed listing of actions and a time schedule necessary to complete its technical analysis or to provide assistance.

(c) The CO, when the claim involves contract specifications which were prepared in a regional office, shall obtain comments from the regional engineer on the technical analysis received under paragraph (a) above.

(d) Upon receipt of the schedule in paragraph (b) above, the CO may submit a written request, through the CCO, to 86-68160 for its services

**WBR 1433.214 Alternative dispute resolution (ADR).**

(a) Definitions. "ADR proceeding," as used in this section, means any process used as an alternative means of dispute resolution or dispute avoidance including, but not limited to, settlement negotiations, mediation, fact finding, mini-trials, non-binding arbitration, dispute review boards, partnering, or any process mutually agreed to by the parties involved.

"Partnering," as used in this section, means a way of two or more parties doing business that recognizes that they have common goals which can be achieved through cooperation and open communications.

(b) Guidance on ADR proceeding.

(1) ADR. Guidance for use of common ADR proceedings is contained in the following Reclamation ADR Handbooks, available from AAMD: An Overview of Available ADR Processes; Contracting Officers Guide to Resolving Contract Disputes; Mediation; Mini-trial; Disputes Review Board; and How to Avoid ADR Obstacles. Other types of specific ADR guidance and technical assistance is available from AAMD.

(2) Partnering. Reclamation promotes voluntary partnering in the administration of construction contracts, or in other types of contracts for which the CO determines there is a need.

(c) Settlement memorandum.

(1) The settlement agreement resulting from an ADR proceeding shall be documented in a memorandum which shall contain the information required by [FAR 15.406-3](#), and [WBR 1415.406-3](#). The memorandum --

(i) Should be prepared by the neutral third-party individual identified in the proceeding agreement;

(ii) Shall be signed by the Reclamation settlement official;

(iii) Is not subject to the review requirements of Subpart [WBR 1401.70](#).

(2) The decision of the settlement official resulting from an ADR proceeding shall not be subject to any further reviews or approvals.

**WBR 1433.215 Contract clauses.**

**WBR 1433.215-80 Reclamation solicitation provisions and contract clauses.**

(a) The CO shall insert the clause at [WBR 1452.233-81](#), Claims Accounting -- Bureau of Reclamation, in solicitations and contracts which contain the clause at [FAR 52.243-6](#), Change Order Accounting.

(b) The CO may insert the provision at [WBR 1452.233-82](#), Notice of Proposed Partnering -- Bureau of Reclamation, in appropriate solicitations for construction. The provision may be modified for use in solicitations for other than construction when the CO determines there is a need for proposed partnering.

**Reclamation Acquisition Regulation (RAR)**

**PART WBR 1436**

**CONSTRUCTION AND ARCHITECT- ENGINEER CONTRACTS**

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**PART WBR 1436 -- CONSTRUCTION AND ARCHITECT-ENGINEER CONTRACTS**

**SUBPART WBR 1436.2**

**SPECIAL ASPECTS OF CONTRACTING FOR CONSTRUCTION**

**WBR 1436.201 Evaluation of contractor performance.** As required by [DIAR 1436.201 \(c\)](#), copies of reports shall be sent to AAMD, 84-27800.

**WBR 1436.203 Government estimate of construction costs.**

The estimate shall be prepared in accordance with RI 152.3.3. Revisions to the estimate shall be identified as such, serial numbered, explained, signed, and dated. The estimate shall be controlled on a "need to know" basis until bid opening (sealed bidding) or contract award (competitive proposals).

**WBR 1436.204 Disclosure of the magnitude of construction projects.** For projects estimated to exceed \$10,000,000, the estimated price shall be described in terms of the following price ranges:

- (a) Between \$10,000,000 and \$25,000,000,
- (b) Between \$25,000,000 and \$50,000,000,
- (c) Between \$50,000,000 and \$100,000,000,
- (d) More than \$100,000,000.

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## **SUBPART WBR 1436.5 -- CONTRACT CLAUSES AND SOLICITATION PROVISIONS**

**WBR 1436.508 Other contracts.** The clause at [FAR 52.236-8](#), Other Contracts, prescribed in [FAR 36.508](#), shall be modified in accordance with instructions in [WBR 1452.236-8](#).

**WBR 1436.508-80 Reclamation contract clauses and solicitation provisions.**

- (a) The CO shall insert the clause at [WBR 1452.236-81](#), Services of Erecting Engineers -- Bureau of Reclamation, in solicitations and contracts which require the services of an erecting engineer. The CO shall also include in section M of the solicitation (or equivalent section of the solicitation) the estimated quantity to be used by the Government in evaluating offers for erecting engineer services and the manner in which the evaluation will be performed.
- (b) As prescribed in [WBR 1411.105\(b\)](#), the CO shall insert the clause at [WBR 1452.236-80](#), Restriction on Submission and Use of Equal Products -- Bureau of Reclamation, when use of a brand name only product is approved for use.
- (c) As prescribed in [WBR 1431.280\(b\)](#), the CO shall insert a clause substantially the same as the clause at [WBR 1452.231-81](#), Equipment Ownership and Operating Expense -- Bureau of Reclamation, in solicitations and contracts for construction.
- (d) As prescribed in [WBR 1432.908-80\(a\)](#), the CO shall insert the clause at [WBR 1452.232-81](#), Payment for Mobilization and Preparatory Work -- Bureau of Reclamation, in solicitations and contracts for construction when a separate line item for mobilization and preparatory work is included in the Schedule.
- (e) As prescribed in [WBR 1432.908-80\(b\)](#), the CO shall insert the clause at [WBR 14552.232-82](#), Other Invoice Requirements -- Bureau of Reclamation, in all solicitations and contracts for construction when the specification contains a "Construction Program" paragraph.

(f) As prescribed in [WBR 1432.908-80\(c\)](#), the CO shall insert the clause at [WBR 1452.232-83](#), Payment for Technical Data -- Bureau of Reclamation, in solicitations and contracts when a separate line item for technical data is included in the Schedule.

(g) The CO shall insert the clause at [WBR 1452.236-84](#), Preservation of Cultural Resources, in all solicitations and contracts for construction, or construction-related services.

(h) The CO shall insert the provision at [WBR 1452.236-85](#), Instruction for Mobilization and Preparatory Work Schedule Line Item, in solicitations for construction when a separate line item for mobilization and preparatory work is included in the schedule.

(i) The CO shall insert the provision at [WBR 1452.236-86](#), Instruction for Mobilization and Preparatory Work Schedule Line Item - Multiple Schedules, in solicitations for construction when the solicitation contains multiple schedules and a separate line item for mobilization and preparatory work is included in more than one schedule.

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## **SUBPART WBR 1436.6 -- ARCHITECT-ENGINEER SERVICES**

### **WBR 1436.602 Selection of firms for architect-engineer contracts.**

**WBR 1436.602-2 Evaluation boards.** In accordance with [DIAR 1436.602-2](#), HCAs, CCOs, and the Director, TSC are delegated authority to establish permanent or ad hoc evaluation boards including designation of the selection authority (see [WBR 1436.602-4](#)).

**WBR 1436.602-4 Selection authority.** The selection authority shall normally be the CO unless another official is designated under [WBR 1436.602-2](#).

**WBR 1436.603 Collecting data on appraising firms' qualifications.** CCOs are responsible for collecting and maintaining data files required by [FAR 36.603](#).

**WBR 1436.604 Performance evaluation.** As required by [DIAR 1436.604 \(c\)](#), copies of reports shall be sent to AAMD, 84-27800.

### **WBR 1436.609 Contract clauses.**

#### **WBR 1436.609-80 Reclamation contract clauses.**

(a) As prescribed in [WBR 1409.507-80\(b\)](#), the CO shall insert the clause at [WBR 1452.209-81](#), Prohibition on Release of Information -- Architect-Engineer Services -- Bureau of Reclamation, in solicitation and contracts under [FAR Subpart 36.6](#) when the statement of work includes delivery of a cost estimate which will be utilized in preparing the official Government cost estimate for the subsequent construction contract.

(b) The CO shall insert the clause at [WBR 1452.236-83](#), Subcontract Award Procedures --Architect-Engineer Contracts -- Bureau of Reclamation, in all contracts for architect-engineer services awarded and funded under the authority of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA).

**Reclamation Acquisition Regulation (RAR)**

**PART WBR 1437**

**SERVICE CONTRACTING**

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## PART WBR 1437

### SERVICE CONTRACTING

#### SUBPART WBR 1437.1 -- SERVICE CONTRACTS - GENERAL

##### **WBR 1437.112 Government use of private sector temporaries.**

##### **WBR 1437.112-80 Reclamation procedures.**

(a) Scope. This section prescribes procedures to implement Office of Personnel Management (OPM) regulations at 5 CFR Part 300, Subpart E and [FAR 37.112](#) which govern acquisition of private sector temporaries.

(b) Conditions for use. The CO may enter into a contract with a temporary help service firm when --

(1) The need does not involve excluded services under 5 CFR 300.502 or the circumstances prohibited by 5 CFR 300.503(c) ;

(2) One of the short-term situations under 5 CFR 300.503(a) exists;

(3) The need cannot be met with current employees or through the direct appointment of temporary employees within the time available, by the date, and for the duration of time the help is needed;

(4) Approval has been received for any work-day or contract duration time extensions requested in accordance with subparagraphs (c)(2) and (c)(3) below and such approval is placed in the contract file; and

(5) The determination required by [WBR 1437.112-80\(e\)](#) has been received from the servicing personnel office (SPO) and is placed in the contract file.

(c) Contract requirements.

(1) The CO shall ensure that any contract for private sector temporaries complies with --

(i) The 120 work-day time limitation for an individual employee within a 24 month period (see [5 CFR 300.504\(a\)](#)) ;

(ii) The overall contract duration limitation of 120 work days ([see 5 CFR 300.504\(b\)](#)) ;

(iii) The procurement requirements listed in [5 CFR 300.506](#); and

(iv) The requirements of [FAR Subpart 22.1000](#)

(2) The 120 work-day restriction in subparagraph (c)(1)(ii) above may be extended for an additional 120 work-days (up to a maximum of 240 work-days in a 24 month period) in any situation when the CO

determines that using services of the same individual for the same situation will prevent significant delay.

(d) Employee orientation.

(1) Government employees. The CO, or designee, shall ensure that the supervisory responsibilities in [5 CFR 300.501\(a\)](#) are carried out by the temporary help service contractor.

(2) Contractor employees. The CO shall ensure all requirements under the contract are given by means of technical, task-related instructions to private sector temporaries including orientation, assignment of tasks, and review of work products to assure proper completion of tasks performed.

(e) Determination.

(1) Prior to issuing a solicitation or request for quotations for the use of private sector temporaries, the CO shall obtain a written determination from the SPO that these services--

(i) will not be in lieu of the regular recruitment and hiring procedures under the civil service laws for permanent appointment in the competitive civil service;

(ii) will not displace a Federal employee;

(iii) will not circumvent controls on employment levels; and

(iv) are not in lieu of appointing a surplus or displaced Federal employee.

(2) For indefinite quantity contracts or blanket purchase agreements, the CO shall obtain from the SPO a written verification that the conditions in the determination made under subparagraph (e)(1) above still exist prior to the issuance of any order.

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## **SUBPART WBR 1437.2 -- ADVISORY AND ASSISTANCE SERVICES**

### **WBR 1437.204 Guidelines for determining availability of personnel.**

(a) A Secretarial determination is not required if sufficient personnel with the requisite training and capabilities are available within Reclamation to perform the evaluation or analysis of proposals for an acquisition.

(b) Availability of qualified personnel from another DOI Bureau or Federal agency.

(1) If qualified personnel are not available within Reclamation but are available from another DOI Bureau, an interagency acquisition to secure the appropriate personnel may be processed. In this case, the D&F required by [FAR 17.503](#) shall be signed by the official designated at [WBR 1417.502](#).

(2) If qualified personnel are not available within Reclamation or from another DOI Bureau, but are available from another Federal agency, the D&F required by [FAR 17.503](#) shall be signed by the Secretary of the Interior or the Assistant Secretary, Policy, Management, and Budget (AS/PMB). In this case, the D&F shall be forwarded to PAM by the HCA for signature. (See [WBR 1401.7001-3\(a\)](#) for transmittal procedures.)

(d) If qualified personnel are not available within Reclamation, from another DOI Bureau, or from another Federal agency, the D&F required by [FAR 37.203\(d\)](#) shall be signed by the Secretary of the Interior or the AS/PMB prior to any acquisition of advisory and assistance services from another source by contract or purchase order. (See [WBR 1401.7001-3\(a\)](#) for procedural instructions.)

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## **SUBPART WBR 1437.6 – Performance-Based Acquisition**

### **WBR 1437.600-80 Reclamation procedures**

#### **WBR 1437.600-801 Determination and Findings for Not Using Performance-Based Acquisition.**

For service contracts estimated to have a value equal to or greater than \$25,000 but less than \$100,000, which will not be acquired using the performance-based acquisition method specified in [FAR 37.6](#), the Contracting Officer will prepare a Determination and Findings for Not Using Performance-Based Acquisition. This D & F will be signed by the CCO and placed in the contract file.

## **SUBPART WBR 1437.71 -- INFORMATION COLLECTION SERVICES**

**WBR 1437.7102 Policy and procedures.** Clearances for proposed contracts which require or may require collection of information as described in [DIAR 1437.7101](#) shall be submitted through the Reclamation Information Collection Clearance Officer, 84-27840.

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## **SUBPART WBR 1437.80 -- TRAINING SERVICES**

### **WBR 1437.8000 Scope of subpart.**

This subpart prescribes policies and procedures for obtaining training services and training materials through the use of (a) [Standard Form \(SF\) 182](#), Request, Authorization, Agreement, and Certification of Training and (b) acquisition procedures.

### **WBR 1437.8001 Authority.**

(a) 5 U.S.C. 4103 gives agency heads the authority to provide employee training.

(b) 5 U.S.C. 4105 authorizes agency heads to make agreements or other arrangements for the training of agency employees by, in, or through non-Government facilities.

(c) General Accounting Office (GAO) Decision No. B-201608, dated December 30, 1980, permits use of the [SF-182](#) for acquiring training from a non-Government source without involvement of the acquisition office in the approval or payment process except when special arrangements are necessary, or group discounts can be negotiated.

(d) The Department of the Interior Contracting Officers Warrant Manual, March 12, 1998, provides (at Paragraph IIIA) that SF-182 transactions for off-the-shelf training up to \$25,000 are not covered by the Federal Acquisition Regulation and are, therefore, exempt from the Department of the Interior Warrant System.

(e) Deviation from the Contracting Officers Warrant System dated October 28, 2002 (expiration date November 1, 2005) allows individuals not in the GS-1102/GS-1105 job series to purchase off-the-shelf training over \$25,000 on the SF-182, subject to the following limitations:

(1) The authority is limited to one designated individual who specializes in employee development in the Diversity & Human Resources Office (D-4000). However, the BPC has the authority, if the need arises, to select and appoint up to one qualified individual in each region.

(2) To qualify for this authority, this individual(s) must receive additional classroom training in negotiation strategies and pricing techniques and have direct access to warranted contracting officers for assistance and advice.

(3) This authority is limited to \$25,000 for a single training event and is not to exceed \$100,000 on a single [SF-182](#). The training must be fixed price and the program, course, or instruction service must be off-the-shelf with no modification or development, which add cost to the published price, needed. This authority cannot be used to purchase general supplies, training equipment, or non-training services above \$2,500 or training services on other than SF-182s.

(4) If a Reclamation training course or program requires new design and development, an authorized contracting officer must contract for the service on behalf of the responsible training or management official.

**WBR 1437.8002 Policy.**

(a) Acquiring training through personnel procedures. Subject to the limitations at [WBR 1437.8001](#)(e) for group training requirements exceeding \$25,000, use of the [SF-182](#), in lieu of acquisition procedures, is authorized for acquisition of training services for Government and non-Government services (including associated non-tuition costs necessary to provide instructional materials incidental to the training) when

--

(1) The training involves an established course (i.e., an existing instructional program with stated subjects, an established outline, and instructional material);

(2) The training course is available on the open market; and

(3) The training course is offered at established rates (i.e., rates published in brochures, catalogs or advertised/offered on a commercial basis to the public).

(b) Acquiring training through acquisition procedures. Federal acquisition procedures shall be utilized for acquiring training services when --

(1) The training services involve the design and development of a new, non-established course in order to meet unique and special needs of a Reclamation office;

(2) The training course is not based on the use of an existing, established course available on the open market and the servicing personnel office (SPO) designated training approval officer has determined that any established course would require significant revision in order to meet Reclamation needs; and

(3) The training course has not previously been offered at established rates.

**WBR 1437.8003 Procedures.** For training services involving the conditions in [WBR 1437.8002\(a\)](#) --

(a) The SPO shall designate employees who are authorized to obtain training services not exceeding \$25,000 using the [SF-182](#).

(b) The Diversity & Human Resources Office (D-4000) shall designate one individual from the Reclamation Program Group (D-4200) to purchase group training exceeding \$25,000 using the [SF-182](#). This individual must meet the training requirements described at [WBR 1437.8001\(e\)\(2\)](#).

(c) Regional directors may nominate to the BPC one individual from their region to purchase group training requirements exceeding \$25,000 using the [SF-182](#). The nomination must evidence a need for this authority and document compliance with the training requirements described at [WBR 1437.8001\(e\)\(2\)](#).

(d) Use of the [SF-182](#) shall not be considered an acquisition for purposes of meeting any requirements of the FAR, DIAR, or RAR other than those stated in this subpart.

(e) Payment may be made using the Integrated Charge Card by employees designated by the Director, Diversity & Human Resources (D-4000).

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## **SUBPART 1437.81 - SECURITY REQUIREMENTS**

### **WBR 1437.8100 Scope of subpart.**

This subpart prescribes policies and procedures for ensuring the security of Reclamation facilities and information technology resources during the performance of service and construction contracts.

## **WBR 1437.8101 Authority.**

(a) Homeland Security Presidential Directive 12 (HSPD-12), issued on August 27, 2004, establishes a Government-wide policy titled “Policy for a Common Identification Standard for Federal Employees and Contractors.” HSPD-12 establishes a mandatory, Government-wide standard for secure and reliable forms of identification issued by the Federal Government to its employees and contractors (including contractor employees).

(b) Federal Information Processing Standard Publication 201 (FIPS-201), titled “Personal Identity Verification of Federal Employees and Contractors” implements HSPD-12 and is applicable to identification issued by Federal departments and agencies to Federal employees and contractors (including contractor employees) for gaining physical access to Federally controlled facilities and logical access to Federally controlled information systems, except for “national security systems” as defined by 44 U.S.C. 3542(b)(2).

(c) Department of the Interior Acquisition Policy Release ([DIAPR](#) 2006-03, dated October 24, 2005, establishes procedures for standard implementation of HSPD-12 in DOI contracts.

(d) [375 DM 19](#) establishes responsibilities, policies, procedures, and minimum requirements for the development, implementation, and maintenance of an information technology (IT) security program for the Department of the Interior. The basis of authority includes public laws, Executive branch directives, Federal standards, and other DOI policies that provide direction and guidance concerning security planning. It establishes the DOI IT security program in compliance with: the Privacy Act of 1974; the Freedom of Information Act, as amended; the Paperwork Reduction Act; the Computer Fraud and Abuse Act of 1986; the Computer Security Act of 1987 (Public Law (P.L.) 100-235); the Information Technology Management Reform Act (ITMRA) of 1996; the Federal Information Security Management Act (FISMA) of 2002; OMB Circular No. A-130, Appendix III, Security of Federal Information Resources; National Institute of Standards and Technology (NIST) Special Publications addressing IT security; Federal Information Processing Standards Publications (FIPSPUBS); National Archives and Records Administration's regulations on records management; the Office of Personnel Management's (OPM) guidance on personnel security as it relates to IT resources; and DOI IT security policy guidance. References to various laws, regulations, directives, and other policy and procedure guidance applicable to IT security in DOI are located in Appendix 3 to [375 DM 19](#).

(e) [375 DM 19.7 and 19.9](#) require that appropriate safeguards must be determined before acquiring information technology resources not only to ensure the wise expenditure of funds but also to ensure that the resources may be protected from the time of installation or implementation. To accomplish this, all contract specifications for the acquisition of hardware, software, software development, equipment maintenance, facility management, and related services will contain requirements for safeguards that encompass technical, administrative, personnel, and physical security.

(f) Federal Information Processing Standard Publication 200 (FIPS-200), titled “Minimum Security Requirements for Federal Information and Information Systems” implements the E-Government Act of 2002 (Public Law 107-347 - Title III of which is FISMA) that established requirements for the categorizing of information and information systems and the establishment of protection requirements for those systems and information.

(g) [443 DM 1](#) specifies, “For any bureau or office entering into a classified contract, only DOD facility clearances and personnel security clearances will be issued to or within industry. Only those ... personnel security clearances granted by the Department of Defense ... will be acceptable to the Department of the Interior for access to its classified information.” Consequently, any classified

contracts will be coordinated through the Reclamation Chief Security Officer, or for IT requirements, the Bureau IT Security Manager.

### **WBR 1437.8102 Procedures.**

(a) The CO shall not provide contractor employees access to Government-controlled facilities until a PIV Card, temporary identification card, or visitor badge has been issued to the contractor employee in compliance with these regulations.

(b) The COR shall determine if any contractor employees will be required to have a Personal Identity Verification (PIV) Card based on [DIAPR 2006-03](#), the contract paragraphs at [WBR 1452.237-80](#) (c), or in consultation with the Chief Security Officer, Regional Security Officer, or appropriate IT Security Manager. In some cases, this determination may not be possible until after the contract is awarded. WBR 1437.8103 (b) specifies the appropriate clause paragraphs for each situation.

(c) For those contractor employees that will be required to have a PIV Card, a background investigation is required as described in contract paragraphs [WBR 1452.237-80](#) (c)(5). The COR will determine the level of background investigation based on the risk and sensitivity level of each contractor employee position (or group of similar positions) as described in Reclamation's "Personnel Security and Suitability Directives and Standards," SLE 01-01, Appendix A.

(d) If Reclamation receives an unsuitable report on any contractor employee or if Reclamation finds a prospective contractor employee to be unsuitable or unfit for his or her assigned duties, the contract clause at [WBR 1452.237-80](#), "Security Requirements", provides that such employee cannot continue to work (or be assigned to work) under the contract. In that event, the COR must notify the Chief Security Officer or the appropriate Regional Security Officer of what areas/duties this individual has been working on.

### **WBR 1437.8103 Contract Clause.**

(a) The CO shall insert the clause at [WBR 1452.237-80](#), paragraphs (a) and (b), in all solicitations, contracts, purchase orders, orders under Federal Supply Schedules, and task orders issued under Government-wide Agency Contracts (GWACs) and Multi-Agency Contracts (MACs) for services (including construction).

(b) The COR shall determine if contractor employees will be required to have a PIV Card based on [DIAPR 2006-03](#), the contract paragraphs at [WBR 1452.237-80](#) (c), or in consultation with the Reclamation Security Officer, Regional Security Officer, or appropriate IT Security Manager.

(1) If any of the contractor employees will be required to have a PIV Card, or if this will not be determined until after the contract is awarded, the CO shall insert [WBR 1452.237-80](#) paragraph (c).

(2) If it is known that no contractor employees will be required to have a PIV Card, the CO may omit paragraph (c) and insert any applicable local identification card or visitor badge issuance procedures that will be used, such as those used at the Denver Federal Center or in Federal Buildings.

(3) If the contract will have a combination of both PIV Cards and temporary identification cards (or visitor badges), then include paragraph (c). Paragraph (c)(4) is used to insert any applicable local identification card or visitor badge issuance procedures that will be used.

(c) In addition, the CO shall insert [WBR 1452.237-80](#) paragraph (d) in all construction contracts and other contracts that have site security requirements.

(d) In addition, the following specific requirements shall apply to IT contracts:

(1) For all IT services, development, and support contracts, including site maintenance contracts, include clause paragraphs (e)(1), (2), and (3).

(2) For services including off-site processing and storage, or contractor-operated IT service solutions, use Alternate I of this clause, which requires inserting additional paragraphs (e)(4), (5), (6), (7) and (8) to the basic clause.

(3) For all IT products, development, support contracts, or systems provided as turn-key (not necessary for contracts involving only COTS products with no integration efforts), use Alternate II of this clause, which requires inserting additional paragraphs (e)(4), (5), (6), (7) and (8) to the basic clause).

**Reclamation Acquisition Regulation (RAR)**

**PART WBR 1439**

**ACQUISITION OF INFORMATION TECHNOLOGY**

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**SUBPART WBR 1439.81 COMMERCIAL OFF-THE-SHELF (COTS) SOFTWARE**

[WBR 1439.8101 Commercial Off-the-Shelf \(COTS\) Software](#)

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**PART WBR 1439**

**ACQUISITION OF INFORMATION TECHNOLOGY**

**WBR 1439.080 Delegation of procurement authority.**

Pursuant to [Chapter 376, Departmental Manual, Part 4](#), Department of the Interior, authority for acquisition of information technology by Reclamation has been delegated to Reclamation's IRM Coordinator (Leader, Information Resources Services D-7100.) Further redelegations of approval authority are contained in Information Resources Management memoranda issued by D-7100.

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**SUBPART WBR 1439.80 -- GENERAL SERVICES ADMINISTRATION**

**NONMANDATORY SCHEDULE CONTRACTS**

**WBR 1439.8000 Scope of subpart.**

This subpart prescribes policies and procedures for use of General Services Administration (GSA) nonmandatory schedule contracts for federal information processing (FIP).

**WBR 1439.8001 Contracting officer warrants.**

A delivery order under a nonmandatory GSA FIP Federal Supply Schedule contract for information technology may be placed only by a contracting officer with a certificate of appointment delegated in accordance with the Department of the Interior Contracting Officer Certificate of Appointment Program Manual.

**WBR 1439.8002 [Reserved].**

**WBR 1439.8080 [Reserved].**

**SUBPART WBR 1439.81 COMMERCIAL OFF-THE-SHELF (COTS) SOFTWARE**

**WBR 1439.8101 Commercial Off-the-Shelf (COTS) Software**

The CO shall insert the clause at [WBR 1452.239-81](#) in all solicitations and contracts when the statement of work requires the delivery of Commercial Off-the-Shelf (COTS) Software.

**Reclamation Acquisition Regulation (RAR)**

**PART WBR 1442**

**CONTRACT ADMINISTRATION AND AUDIT SERVICES**

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**PART 1442**

**CONTRACT ADMINISTRATION**

**SUBPART WBR 1442.2 -- ASSIGNMENT OF CONTRACT ADMINISTRATION**

**WBR 1442.202 Assignment of contract administration. 42.302 Contract administration functions.**

(a) Delegating functions.

(1) The CCO is authorized to approve withholding functions listed in [FAR 42.302\(a\)](#).

(2) When delegating authority for contract administration to a representative of the CO, the procedures in [WBR 1401.670](#) shall be followed.

(3) Delegation of any function listed under [FAR 42.202\(b\)](#) , or any additional function delegated under

paragraph (c) below which requires contracting authority, shall be made only to war ranted individuals within the limitations specified in the warrant.

(c) Delegating additional functions. The CO is authorized to delegate additional functions not listed in [FAR 42.302](#) in accordance with the limitations in [FAR 42.202\(c\)](#).

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## SUBPART WBR 1442.5 POSTAWARD ORIENTATION

### **WBR 1442.503 Postaward conferences.**

**WBR 1442.503-1 Postaward conference arrangements.** The CO shall use DD Form 1484, Post-Award Conference Record, illustrated at 48 CFR 253.303-70-DD-1484, in preparing the agenda for any postaward conference held.

**WBR 1442.503-80 Reclamation contract clause.** The CO shall insert the clause at [WBR 1452.242-80](#), Postaward Conference -- Bureau of Reclamation, in solicitations and contracts when a postaward conference will be held.

**WBR 1442.504 Postaward letters.** When the contract contains a value engineering (VE) incentive clause, and the CO issues a postaward letter (see [FAR 42.505](#)) in lieu of holding a conference, use of the VE clause shall be discussed in the letter.

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## SUBPART WBR 1442.15

### CONTRACTOR PERFORMANCE INFORMATION

#### **WBR 1442.1502 Policy.**

(a) (1) Except as specified within [FAR 42.1502\(b\)](#) , a written evaluation of contractor performance shall be prepared for each contract in excess of \$100,000 (regardless of the date of contract award). If the contract performance period exceeds one year, including options, this report shall be prepared on an annual basis and upon final completion of the work under the contract.

(2) The content and format of the contractor performance evaluation should substantially follow the "Contractor Performance Report" within Appendix 3 of OFPP's interim edition (May 1995) of "A Guide

to Best Practices for Past Performance." A copy of this report is available for downloading under Internet address: <http://www.arnet.gov>.

**WBR 1442.1503 Procedures.**

(b)(1) A copy of the annual and/or final contractor performance evaluation report shall be provided to 84-27800; preferably, at the same time the report is furnished to the contractor.

(2) The CO and any other evaluators shall review any contractor comments, rebutting statements, or additional information regarding the contractor's performance evaluation report within a reasonable period of time. The CCO shall review any disagreements between the CO and the contractor with regard to the evaluation.

# Reclamation Acquisition Regulation (RAR)

## PART WBR 1443

### CONTRACT MODIFICATIONS

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##### **SUBPART WBR 1443.2 -- CHANGE ORDERS**

[WBR 1443.204 Administration.](#)

##### **SUBPART WBR 1443.3 -- FORMS**

[WBR 1443.301 Use of forms.](#)

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### PART WBR 1443 -- CONTRACT MODIFICATIONS

#### SUBPART WBR 1443.1--GENERAL

##### **WBR 1443.102 Policy.**

(a) Reclamation's ability to negotiate an equitable adjustment resulting from a change order decreases as the work required by the change order is completed by the contractor. As a best business practice, modifications shall be forward priced and issued as supplemental agreements in accordance with [FAR 43.102\(b\)](#) unless the CO justifies in writing the reasons for not issuing a supplemental agreement. In such an instance, the justification shall be prepared at the time the change order is issued, and shall --

(1) Identify the work required by the change, the estimated cost of the change, and the specific circumstance(s) which preclude negotiation of the equitable adjustment prior to commencement of work;

(2) Discuss the a maximum price limitation negotiated for the work and to be included in the change order or state the reasons why negotiation is impracticable and the measures taken to limit the Government's liability; and

(3) Discuss the schedule for definitization and the date the work is to expected to be completed to insure that the equitable adjustment is negotiated in the shortest practicable time as required by [FAR 43.204\(b\)](#)

**WBR 1443.102-80 New work under current contracts.** Work outside of the general scope of the contract may be added to an existing contract provided that --

(a) It is not added using the authority of the "Changes" clause; and

(b) It is treated as new work and is justified and approved under FAR 6.302, [DIAR Part 1406](#) and [WBR Part 1406](#).

**WBR 1443.107 Contract clause.**

**WBR 1443.107-80 Reclamation contract clause.**

The CO shall insert the clause at [WBR 1452.243-80](#), Modification Proposals -- Bureau of Reclamation, in all solicitations and contracts except for acquisitions for commercial items. If limitations are to be placed on the contractor's indirect cost applied to work performed by subcontractors or suppliers, the CO shall use the clause with its Alternate I. When the Change Order Accounting clause is included in the contract, the CO shall use the Modification Proposals clause with its Alternate II. When the Equipment Ownership and Operating Expense clause is included in the contract, the CO shall use the Modification Proposals clause with its Alternate III. When both the Change Order Accounting and the Equipment Ownership and Operating Expense clauses are included in the contract, the CO shall use the Modification Proposals clause with its Alternate IV.

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## **SUBPART WBR 1443.2--CHANGE ORDERS**

**WBR 1443.204 Administration.**

(a) Change order documentation. Before issuing a change order which is not forward priced, the justification required by [WBR 1443.102](#) shall be prepared and signed by the CO.

(b) Definitization.

(1) After issuance of a change order, the CO shall, where possible, establish a suspense date for prompt definitization of the order after discussing with the contractor the due date for submission of the equitable adjustment proposal.

(2) If a proposal is not received by the due date, the CO shall contact the contractor to determine the cause for the delay. The due date may be extended by the CO based on the circumstances involved in preparing the proposal but in no event may this date be later than the date estimated for completion of the work, unless performance is completed prior to 30 days after receipt of the change order.

(3) If a proposal is not received by the due date, or subsequent date extended by the CO, the CO may issue a unilateral equitable adjustment of the contract pursuant to the Changes clause of the contract.

(4) In determining the amount of profit associated with the equitable adjustment, the CO shall consider the amount of work already performed by the date of the negotiation and any associated decrease in the contractor's cost risk.

(c) Complete and final equitable adjustment. In lieu of the suggested language in [FAR 43.204\(c\)\(2\)](#) a release, substantially as follows, shall be included in every supplemental agreement issued or the CO shall document the contract file with the reasons for altering the release language or for omitting it altogether. This does not preclude the CO from using more detailed release language recommended by the Office of the Solicitor for specific actions.

*CONTRACTOR'S STATEMENT OF RELEASE.*

*The contractor hereby accepts the adjustments in the contract price and/or contract performance period set forth in this Supplemental Agreement No. \_\_\_\_\_ to Contract No. \_\_\_\_\_, as the complete, equitable and final adjustment for the changed requirements/conditions authorized herein and agrees that the Government has no further liability whatsoever, directly or indirectly, in regard to any claims, known or unknown, including claims for delay and/or disruption, for any additional adjustments to the contract by reason of these changed requirements/conditions.*

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**SUBPART WBR 1443.3 -- FORMS**

**WBR 1443.301 Use of forms.**

(a) Purchase order modifications.

(1) [Standard form 30](#) (SF-30), Amendment of Solicitation/Modification of Contract, shall be used for purchase order modifications as prescribed in [WBR 1413.302-3](#) and in accordance with the procedures in [FAR 43.103](#).

(2) The instructions provided on the reverse side of the SF-30 as supplemented below shall be used for completion of the SF-30 when issuing modifications to purchase orders.

(i) Unilateral modifications. CO's shall complete block 13A of the SF-30 citing an appropriate authority to reflect the issuance of an authorized unilateral modification.

(ii) Bilateral modifications. CO's shall complete block 13C citing the appropriate authority for issuing a bilateral modification (supplemental agreement). If the purchase order does not have an appropriate clause which authorizes the modification, the CO may cite "By mutual agreement of the parties." When a SF-30 is used to bilaterally modify a FSS delivery order, the citation authority should be cited as "terms of GSA Contract No. \_\_\_\_\_."

(3) Documentation.

(i) Purchase order modifications not greater than \$25,000 may be documented using Reclamation form 7-2080 (illustrated in [WBR 1453.303-2080](#)).

(ii) Purchase order modifications greater than \$25,000 shall be documented using Reclamation form 1453.303-1413-1 . Contracting officers may use this format for purchase order modifications which do not exceed \$25,000 as they deem appropriate.

**Reclamation Acquisition Regulation (RAR)**

**PART WBR 1445**

**GOVERNMENT PROPERTY**

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**PART WBR 1445**

**GOVERNMENT PROPERTY**

**SUBPART WBR 1445.4**

**CONTRACTOR USE AND RENTAL OF GOVERNMENT PROPERTY**

**WBR 1445.405 Contracts with foreign governments or international organizations.**

Recommendations on requests by, or for the benefit of, foreign governments or international organizations to use Government production and research property shall be coordinated with the Manager, Property and Facilities Group, (D-7910), (See Reclamation FPMR Supplement 114S.74).

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## SUBPART WBR 1445.5

### MANAGEMENT OF GOVERNMENT PROPERTY IN THE POSSESSION OF CONTRACTORS

**WBR 1445.580 Reclamation procedures.** Reclamation procedures for the management of property in the possession of contractors are contained in Part 114S.74 of the Reclamation Instructions.

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## SUBPART WBR 1445.6

### REPORTING, REUTILIZATION, AND DISPOSAL

**WBR 1445.608 Screening of contractor inventory.**

**WBR 1445.608-6 Waiver of screening requirements.**

Requests for waivers of screening requirements to be submitted under [DIAR 1445.608-6](#) shall be forwarded through the Leader, Property and Office Services (84-27840), to the HCA for processing.

**WBR 1445.610 Sale of surplus property.**

**WBR 1445.610-2 Exemptions from sale by GSA.** Requests for exemptions from sale of property by GSA to be processed under [DIAR 1445.610-2](#) shall be forwarded to the Leader, Property and Office Services (84-27840).

**Reclamation Acquisition Regulation (RAR)**

**PART WBR 1446**

**QUALITY ASSURANCE**

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**PART WBR 1446**

**QUALITY ASSURANCE**

**SUBPART WBR 1446.3 -- CONTRACT CLAUSES**

**WBR 1446.316 Responsibility for supplies.** Use of the clause at FAR 52.246-16, Responsibility for Supplies, is authorized for inclusion in purchase orders as prescribed in FAR 46.316.

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**SUBPART WBR 1446.6 -- MATERIAL INSPECTION AND RECEIVING REPORTS**

**WBR 1446.601 General.**

The Bureau of Reclamation Guide for Processing Receiving Reports and Invoices dated March 1998 establishes responsibility and procedures for processing receiving reports primarily resulting from

purchase orders, written for acquisitions of \$100,000 or less, using Simplified Acquisition Procedures, on Form OF-347, Order for Supplies and Services.

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## **SUBPART WBR 1446.7 -- WARRANTIES**

**WBR 1446.704 Authority for use of warranties.** Pursuant to [DIAR 1446.704](#) , the CO is authorized to use a warranty in an acquisition including use of the clauses prescribed in [FAR 46.710](#) and this Subpart, after obtaining the written approval of the CCO.

**WBR 1446.708 Warranties of data.** If a warranty of data is required under a contract, the CO may use a clause substantially the same as the clause at 48 CFR 252.246-7001,(text) Warranty of Data, after compliance with [DIAR 1446.708](#) .

**WBR 1446.710 Contract clauses.**

**WBR 1446.710-80 Reclamation solicitation provisions and contract clauses.**

(a) The CO shall insert a provision substantially the same as the provision at [WBR 1452.246-80](#) , Evaluation Factor -- Equipment Efficiency and Losses -- Bureau of Reclamation in solicitations for the acquisition of the following items. The provision shall be included or referenced in the solicitation section which contains the evaluation factors for award.

- (1) If a turbine, generator, generator/motor operating as a generator, motor, generator/motor operating as a motor is being acquired, the basic provision with its Alternate I shall be used.
- (2) If a generator armature winding is being acquired, the basic provision with its Alternate II shall be used.
- (3) If an isolated-phase bus structure is being acquired, the basic provision with its Alternate III shall be used.
- (4) If a shunt reactor is being acquired, the basic provision with its Alternate IV shall be used.
- (5) If a transformer is being acquired, the basic provision with its Alternate V shall be used.

(b) The CO shall insert a clause substantially the same as the provision at [WBR 1452.246-81](#) , Failure to Meet Performance Warranty -- Bureau of Reclamation in contracts for the acquisition of a turbine, generator, generator armature winding, pump, isolated-phase bus structure, shunt reactor, or transformer.

- (1) If a turbine or generator is being acquired, the basic clause with its Alternate I shall be used.
- (2) If a turbine, generator, or pump is being acquired, the basic clause with its Alternate II shall be used.

(3) If a generator armature winding is being acquired, the basic clause with its Alternate III shall be used.

(4) If an isolated-phase bus structure is being acquired, the basic clause with its Alternate IV shall be used.

(5) If a shunt reactor is being acquired, the basic clause with its Alternate V shall be used.

(6) If a transformer is being acquired, the basic clause with its Alternate VI shall be used.

**Reclamation Acquisition Regulation (RAR)**

**PART WBR 1447**

**TRANSPORTATION**

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**PART WBR 1447 -- TRANSPORTATION**

**SUBPART 1447.2**

**CONTRACTS FOR TRANSPORTATION OR FOR TRANSPORTATION-RELATED SERVICES**

**WBR 1447.280 Contracting for office relocation services .** Contracting officers shall acquire office relocation services, moving services, and local office relocation moves in accordance with Federal Property Management Regulation 101-40.101-1.

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**SUBPART WBR 1447.5**

**OCEAN TRANSPORTATION BY U.S. FLAG VESSELS**

**WBR 1447.506 Procedures.**

As required by FAR 47.506( d) for contracts involving an international ocean shipment, the contracting officer shall provide the contractor's name and address and the contract number to the Chief, Division of National Cargo, Office of Market Development, Maritime Administration, 400 7th St., S.W., RM 7209, Washington D.C. 20590.

**Reclamation Acquisition Regulation (RAR)**

**PART WBR 1448**

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**PART WBR 1448**

**VALUE ENGINEERING**

**SUBPART WBR 1448.1 -- POLICIES AND PROCEDURES**

**WBR 1448.102 Policies.**

(a) Policies and procedures for use of value engineering are contained in [369 DM 1](#), dated October 6, 1998.

(b) Questions regarding value engineering may be addressed to the Reclamation Value Program Manager, 86-68170.

**SUBPART WBR 1448.2 -- CONTRACT CLAUSES**

**WBR 1448.202 Clause for construction contracts.** Pursuant to [FAR 48.202](#), the clause at [FAR 52.248-3](#), Value Engineering - Construction with its Alternate I is authorized for use.

## Reclamation Acquisition Regulation (RAR)

### PART WBR 1449

#### TERMINATION OF CONTRACTS

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[WBR 1449.402 Termination of fixed-price contracts for default.](#)

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### PART WBR 1449

#### TERMINATION OF CONTRACTS

##### **SUBPART 1449.1 -- GENERAL PRINCIPLES**

**WBR 1449.101 Authorities and responsibilities.** In addition to the responsibilities listed in [FAR 49.101](#), the CO shall also prepare a memorandum for the contract file explaining the reasons for the termination for convenience.

**WBR 1449.107 Audit of prime contract settlement proposals and subcontract settlements.** Responses to audit reports shall be made in accordance with [WBR 1401.7081-3\(b\)](#).

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## **SUBPART WBR 1449.3**

### **ADDITIONAL PRINCIPLES FOR COST-REIMBURSEMENT**

#### **CONTRACTS TERMINATED FOR CONVENIENCE**

##### **WBR 1449.303 Procedure after discontinuing vouchers.**

**WBR 1449.303-3 Audit of settlement proposal.** Responses to audit reports shall be made in accordance with [WBR 1401.7081-3\(b\)](#).

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## **SUBPART WBR 1449.4 -- TERMINATION FOR DEFAULT**

##### **WBR 1449.402 Termination of fixed-price contracts for default.**

##### **WBR 1449.402-6 Repurchase against contractor's account.**

Repurchase of undelivered quantities terminated for default shall include any prepriced options which were entitled to be exercised.

## PART WBR 1452

### SOLICITATION PROVISIONS AND CONTRACT CLAUSES

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## **PART WBR 1452**

### **SOLICITATION PROVISIONS AND CONTRACT CLAUSES**

#### **WBR 1452.000 Scope of part.**

This part (a) provides instructions for using Reclamation provisions and clauses in solicitations and/or contracts, and (b) sets forth the solicitation provisions and contract clauses prescribed for use in Reclamation.

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#### **SUBPART WBR 1452.1 INSTRUCTIONS FOR USING PROVISIONS AND CLAUSES**

#### **WBR 1452.100 Scope of subpart.**

This subpart --

- (1) Provides instructions for using Reclamation provisions and clauses, including the explanation and use of provision and clause numbers;
- (2) Prescribes procedures for incorporating, identifying, and modifying provisions and clauses; and
- (3) Prescribes procedures for obtaining deviations to provisions and clauses.

#### **WBR 1452.101 Using part WBR 1452.**

- (a) Numbering. Reclamation clauses are illustrated in numerical order corresponding with the numbering scheme in FAR 52.101(b) and WBR 1401.303-80(a).
- (b) Prescriptions. Prescriptions for use of a provision or clause in Subpart WBR 1452.2 are established in accordance with the procedures in FAR 52.101(c).
- (c) Dates. Dates of Reclamation provisions and clauses are established using the procedures in FAR 52.101(f).

#### **WBR 1452.102 Incorporating provisions and clauses.**

Pursuant to FAR 52.102(b), any provision or clause that can be accessed electronically by the offeror or prospective contractor may be incorporated by reference. All Bureau of Reclamation provisions and clauses are available at the Acquisition and Assistance Management Services Internet Homepage: <http://www.usbr.gov/pmts/acquisitions>. The contracting officer shall identify this electronic address in all solicitations and contracts by completing and incorporating FAR 52.252-1 and FAR 52.252-2 as appropriate.

#### **WBR 1452.103 Identification of provisions and clauses.**

- (a) Provisions and clauses are identified in accordance with the requirements of FAR 52.103(d).
- (b) Deviations are identified in accordance with WBR 1452.180.

#### **WBR 1452.103-80 Identification of local provisions and clauses.**

Provisions and clauses developed for local use by a contracting office (see WBR 1401.304(b)) shall be identified using subsection numbers of 90 and above (e.g., WBR 1452.216-90). The title of the provision or clause shall be following by the designation

"-- BUREAU OF RECLAMATION--" followed by the name of the region or area office and the date of the provision/clause in parenthesis. For example, a clause issued by the Great Plains contracting office would be identified as "WBR 1452.216-90, MAXIMUM ORDER AMOUNT -- BUREAU OF RECLAMATION -- GREAT PLAINS REGION (JUL 93)."

**WBR 1452.104 Procedures for modifying and completing provisions and clauses.**

Unless authorized by a prescription, provisions and clauses shall not be modified unless specific authorization is obtained in accordance with WBR 1401.480 (see WBR 1452.180).

**WBR 1452.180 Procedures for obtaining deviations to provisions and clauses.**

- (a) Requests for deviations to a provision or clause shall be submitted for approval in accordance with WBR 1401.480.
- (b) Deviations shall be identified using the procedures in FAR 52.103(a).

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**SUBPART WBR 1452.2 -- TEXTS OF PROVISIONS AND CLAUSES**

**WBR 1452.200 Scope of subpart.**

This subpart --

- (a) Sets forth the text of all Reclamation provisions and clauses (see WBR 1452.101); and
- (b) Cross-references the location in the RAR containing the prescription for the use of the provisions and clauses.

**WBR 1452.201-80 Authorities and Limitations.**



WBR 1452.201-80

Download clause

As prescribed in [WBR 1401.670-81](#), insert the following clause:

**AUTHORITIES AND LIMITATIONS -- BUREAU OF RECLAMATION (JUL 1993)**

- (a) All work shall be performed under the authority exercised by the Contracting Officer who has been appointed in accordance with the requirements of the Department of the Interior Acquisition Regulation (DIAR) 1401.603 (48 CFR 1401.603).
- (b) The Contracting Officer may designate other Government employees to act as authorized representatives in administering this contract in accordance with the requirements of DIAR 1401.670 (48 CFR 1401.670). Any designation shall be made to the authorized representative by an appointment memorandum signed by the Contracting Officer which contains the scope and limitations of authority delegated for purposes of administering this contract. A copy of the memorandum, and any revisions to it, shall be provided to the Contractor which shall acknowledge receipt.

(c) The Contractor shall, without unnecessary delay, comply with any written or oral direction of the contracting officer or authorized representative(s) acting within the scope and authority of their appointment memorandum. Such orders or direction include, but are not limited to, instructions, interpretations, approvals, or rejections associated with work under this contract including requirements for submission of technical data, shop drawings, samples, literature, plans, or other data required to be approved by the Government under this contract.

(d)(1) If the Contractor receives direction for work under this contract (including any written or oral orders it regards as a change order under the Changes clause of this contract) and it considers such direction to have been issued without proper authority (including instances where it believes delegated authority has been exceeded), it shall not proceed with the direction and shall notify the Contracting Officer within five (5) working days of receipt of the direction. On the basis of the most accurate information available to the Contractor, the notice shall state--

(i) The date, nature, and circumstances of the direction received;

(ii) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such direction;

(iii) The identification of any documents and the substance of any oral communication involved in such direction;

(iv) The contract line items or other contract requirements that may be affected by the alleged direction including any suspected delays or disruption of performance; and

(v) Any other information considered pertinent.

(2) Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform under this paragraph prior to receipt of the Contracting Officer's determination issued under paragraph (e) of this clause.

(e) The Contracting Officer shall promptly, after receipt of any notice made under paragraph (d) of this clause, respond to the notice in writing. The response shall --

(1) Confirm that the direction contained in the Contractor's notice was unauthorized and either authorize it by appropriate contract modification or countermand it;

(2) Deny that the direction contained in the Contractor's notice was outside the scope and limitations of the authority of the authorized representative who gave the direction and direct the Contractor to proceed immediately with the direction received or, when necessary, direct the mode of further performance; or

(3) In the event the information contained in the Contractor's notice is inadequate to make a decision under subparagraphs (e)(1) or (2) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(f) A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(End of clause)

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#### **WBR 1452.209-80 Organizational Conflict of Interest.**



WBR 1452.209-80

Download clause

As prescribed in [WBR 1409.507-80\(a\)](#), insert a provision substantially the same as follows:

#### **ORGANIZATIONAL CONFLICT OF INTEREST -- BUREAU OF RECLAMATION (JUL 1997)**

(a) Definition. "Organizational conflict of interest," as used in this clause, means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) Disclosure. By submission of this offer, offeror represents that it is not aware of any information bearing on the existence

of any actual or potential organizational conflict of interest in connection with this solicitation number , except as herein provided in the following disclosure statement.

(1) This disclosure statement submitted with this offer describes all relevant information concerning any past, present, or planned interests bearing on whether this firm (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest. List any potential organizational conflict of interest in the space provided below. If no potential conflicts exist, list "NONE."

(2) The offeror agrees that if awarded a contract under this solicitation that, throughout the life of the contract, immediate notification will be provided to the contracting officer if at any time a potential or actual conflict becomes known to this firm.

(c) Policy guidance. FAR Subpart 9.5 and Reclamation Acquisition Regulation Subpart 1409.5 contain the policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest, and may be used as guidance by an offeror in determining an appropriate course of action.

(End of provision)

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#### **WBR 1452.209-81 Prohibition on Release of Information -- Architect-engineer Services.**



WBR 1452.209-81

Download clause

As prescribed in [WBR 1409.507-80\(b\)](#), insert a clause substantially the same as follows:

#### **PROHIBITION ON RELEASE OF INFORMATION -- ARCHITECT-ENGINEER SERVICES -- BUREAU OF RECLAMATION (DEC 1994)**

(a) The Contractor shall not disclose information pertaining to the services performed under this contract to anyone other than Government or other personnel authorized by the Contracting Officer. The cost estimate furnished by the Contractor will be utilized in preparing the official Government cost estimate for the subsequent construction contract, and constitutes confidential material for official use only.

(b) In the event that the Contractor intends to employ individuals other than its own staff or other firms in preparing the cost estimate, advance written approval of the Contracting Officer is required. The Government will not grant such approval unless written assurances are submitted by the individual or firm that it will not --

(1) Disclose the cost estimate; or

(2) Later submit an offer or serve as a subcontractor to an offeror on the subsequent construction contract.

(c) The cost estimate furnished by the Contractor shall remain the sole property of the Government and shall not be made available to others for any purpose. The sale of the cost estimate by the Contractor, in whole or in part, is prohibited.

(End of clause)

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#### **WBR 1452.209-82 PROHIBITION ON RELEASE OF INFORMATION**



WBR 1452.209-82

Download clause

As prescribed in [WBR 1409.507-80\(c\)](#), insert a clause substantially the same as follows:

**PROHIBITION ON RELEASE OF INFORMATION -- BUREAU OF RECLAMATION (JUL 1997)**

(a) The Contractor shall not disclose information pertaining to the services performed under this contract to anyone other than Government or other personnel authorized by the Contracting Officer. The Contractor agrees that it will protect any information obtained from other companies during the performance of this contract from unauthorized use or disclosure for as long as the information remains proprietary and shall refrain from using such information for any purpose other than that for which it was furnished.

(b) In the event that the Contractor intends to employ individuals other than its own staff or other firms in the performance of the contract, each individual or firm shall be required to furnish the same written certification.

(c) The contractor shall insert, in any subcontract that requires the performance of work similar to that being performed by the Contractor, terms that shall conform substantially to the language of this clause, including this paragraph (c).

(End of clause)

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**WBR 1452.209-83 Limitation on Future Contracting.**



WBR 1452.209-83

Download clause

As prescribed in [WBR 1409.507-80\(d\)](#), insert a clause substantially the same as follows:

**LIMITATION ON FUTURE CONTRACTING -- BUREAU OF RECLAMATION (DEC 1994)**

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5, Organizational Conflicts of Interest.

(b) The nature of this conflict is [Insert a statement describing the conflict].

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a future Government solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontract under an ensuing contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid an unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). The Government shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary or confidential data of other companies, and as long as these data remain proprietary or confidential, the contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

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**WBR 1452.211-6 Brand Name or Equal.**



WBR 1452.211-6

Download clause

**BRAND NAME OR EQUAL**

As prescribed in [WBR 1411.107](#), when the contracting officer determines that a "brand name product" is to be excluded from the bid submission requirements of paragraphs (b) and (c) of the provision at FAR 52.211-6, Brand Name or Equal, the provision shall be modified before insertion into solicitations by –

- (a) Changing the title of the provision to read "Brand Name or Equal" (Aug 1999) (DEVIATION)"; and
- (b) Adding the following paragraph (d): "(d) The information for an "equal" product required by paragraphs (b) and (c) to be submitted in the bid may be furnished after contract award for...[Insert list of excluded products or indicate how excluded products are identified in the specification]."

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**WBR 1452.211-80 Notice of Intent to Acquire Metric Products and Services.**



WBR 1452.211-80

Download clause

As prescribed in [WBR 1411.8003](#), insert the following provision.

**NOTICE OF INTENT TO ACQUIRE METRIC PRODUCTS AND SERVICES --  
BUREAU OF RECLAMATION (MAR 1993)**

- (a) Metric Transition Plan. The Department of the Interior on December 6, 1991, issued a Metric Transition Program (Part 758 Department Manual Chapter 1) to establish and describe the program's policies and responsibilities. The Bureau of Reclamation (Reclamation), has developed a Metric Transition Plan to implement metrication in Reclamation. This plan describes Reclamation's overall strategy for using the metric system, defines general requirements and procedures for carrying out the transition, and details the tasks with milestones for Reclamation offices to complete.
- (b) The Omnibus Trade and Competitiveness Act of 1988 (Trade Act).
  - (1) Section 5164 of Public Law 100-418, the Trade Act, amended the Metric Conversion Act of 1975 and designated the metric system of weights and measures for United States trade and commerce.
  - (2) The Trade Act establishes September 30, 1992 as the implementation date (to the extent economically feasible) for Federal agencies to use the metric system of measurement in its procurements, grants, and other business-related activities.
  - (3) The Trade Act permits exceptions to the use of the metric system to the extent that such use is impractical or is likely to cause significant inefficiencies or loss of markets to United States firms, such as when foreign competitors are producing competing products in non-metric units.
  - (4) As a result of the Trade Act, the President issued Executive Order 12770 dated July 25, 1991, to implement the

congressional designation of the metric system as the preferred system of weights and measures for United States trade and commerce.

(c) Bureau of Reclamation Implementation. As a result of the Trade Act, Reclamation will, to the maximum extent practicable, use hard conversion and soft conversion metric systems in designing its construction projects, eventually phasing out use of the soft conversion metric system. Exceptions to this policy will only be made when such use is impractical, produces inefficiencies or market losses, or is not economically feasible.

(d) Expected Results. Reclamation expects its support of the metric system to result in increased use of the metric system by U.S. contractors, thereby increasing their ability to compete in the international marketplace. Increasing use of the metric system by U.S. contractors will eliminate possible restrictions on their bidding in the international marketplace and will eliminate any impact of economic blocks by metric countries restricting the acceptance of non-metric products.

(End of provision)

### **WBR 1452.215-80 Source Evaluation and Selection Procedures.**



WBR 1452.215-80

Download clause

As prescribed in [WBR 1415.204-5\(a\)\(1\)](#), insert a provision substantially the same as the following:

#### **SOURCE EVALUATION AND SELECTION PROCEDURES -- BUREAU OF RECLAMATION (MAY 2005)**

The Government intends to evaluate proposals submitted under this solicitation and select a source for contract award without discussions (unless the contracting officer later determines discussions to be necessary) in accordance with the following provision: FAR 52.215-1 Instructions to Offerors -- Competitive Acquisition (Jan 2004). Source selection shall be in accordance with procedures contained in FAR Part 15, Department of the Interior Acquisition Regulation (DIAR) Part 1415 (48 CFR 1415) and Bureau of Reclamation Acquisition Regulation WBR Part 1415. These procedures are summarized as follows:

- (a) Technical evaluation. **[Insert one of the following statements: Technical proposals are being requested in order to obtain information to be used in the evaluation process. Technical proposals are considered to be part of offers as to technical performance.]** A Technical Proposal Evaluation Committee has been established to objectively evaluate technical proposals in accordance with the Evaluation Factors for Award -- Bureau of Reclamation provision in Part IV, Section M of this solicitation. Technical proposals shall be submitted in accordance with the Technical Proposal Instructions -- Bureau of Reclamation provision in Part IV, Section L of this solicitation.
- (b) Past Performance Evaluation. In addition to any other past performance information required under the solicitation, the Contracting Officer (CO) shall use past performance information available from the Past Performance Information Retrieval System (PPIRS.GOV) in the source selection process on offerors competing for awards in excess of \$100,000, unless the CO has documented an exception from past performance consideration in accordance with FAR 15.304(c)(2)(iv).
- (c) Cost or price evaluation. An objective cost or price evaluation of contract pricing proposals will be made in accordance with the Evaluation Factors for Award provision in Part IV, Section M of this solicitation. Pricing proposals shall be submitted in accordance with the Contract Pricing Proposal Instructions -- Bureau of Reclamation provision in Part IV, Section L of this solicitation. Pursuant to FAR 15.404-1, cost or price evaluation will be used to determine cost/price reasonableness and the offeror's understanding of, and ability to perform, the prospective contract.
- (d) Clarifications. Clarifications are limited exchanges, between the Government and offerors, that may occur when award without discussions is contemplated. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of proposals (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.

(e) Communications. Communications are exchanges, between the Government and offerors, after receipt of proposals, leading to establishment of the competitive range. Communications may be conducted to enhance Government understanding of proposals, allow reasonable interpretation of the proposal, or facilitate the Government's evaluation process. Such communications may not be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, and/or otherwise revise the proposal. Communications are for the purpose of addressing issues that must be explored to determine whether a proposal should be placed in the competitive range. They shall not provide an opportunity for the offeror to revise its proposal, but may address ambiguities in the proposal or other concerns and information relating to past performance.

(f) Competitive range. If discussions are to be conducted, the contracting officer shall establish the competitive range based on the ratings of each proposal against all evaluation criteria. The competitive range shall comprise all the most highly rated proposals, unless the range is further reduced for purposes of efficiency. The contracting officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. The contracting officer may then limit the number of proposals in the range to the greatest number that will permit an efficient competition among the most highly rated proposals. If, after discussions have begun (see paragraph (g) below), an offeror originally in the competitive range is no longer considered to be among the most highly rated offerors being considered for award, that offeror may be eliminated from the range whether or not all material aspects of the proposal have been discussed, or whether or not the offeror has been afforded an opportunity to submit a proposal revision.

(g) Preaward debriefing of offerors. Offerors excluded from the competitive range or otherwise excluded from further consideration prior to the final source selection decision may request a debriefing before award. The process for requesting and conducting preaward debriefings may be found at FAR 15.505.

(h) Discussions. Discussions are exchanges between the Government and offerors, after establishment of the competitive range, that are undertaken with the intent of allowing the offeror to revise its proposal. These discussions may include bargaining, including persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, type of contract, or other terms of a proposed contract. Discussions are tailored to each offeror's proposal, and shall be conducted by the contracting officer with each offeror within the competitive range. The primary objective of discussions is to maximize the Government's ability to obtain best value, based on the requirement and the evaluation factors set forth in the solicitation.

(i) Proposal revisions. The contracting officer may request or allow proposal revisions to clarify and document understandings reached during negotiations. At the conclusion of discussions, each offeror in the competitive range shall be given an opportunity to submit a final proposal revision. The contracting officer is required to establish a common cut-off date only for receipt of final proposal revisions. Requests for final proposal revisions shall advise offerors that the final proposal revisions shall be in writing and that the Government intends to make award without obtaining further revisions.

(j) Preaward survey. A Government survey activity may contact an offeror, or visit its facility, to obtain information for determining its financial resources and/or its technical capabilities to perform the work when available information is not sufficient for the Contracting Officer to make a determination regarding contractor responsibility as required by FAR Subpart 9.1. Current financial statements and other information required to make this determination shall be made available to the survey activity. Information provided shall be protected from release or disclosure outside the Government, except as provided in FAR Subpart 24.2, Freedom of Information Act.

(k) Organizational conflicts of interest. Award will not be made to an apparent successful offeror when an organizational conflict of interest is determined to exist and cannot be avoided or mitigated, unless the Contracting Officer determines that award is in the best interest of the United States and a waiver is obtained pursuant to DIAR 1409.503 (48 CFR 1409.503).

(l) Source selection decision. The source selection authority's (SSA) decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and criteria prepared by others, the source selection decision shall represent the SSA's independent judgment. The source selection decision shall be documented, and the documentation shall include the rationale for any business judgments and tradeoffs made or relied on by the SSA, including benefits associated with additional costs. Although the rationale for the selection decision must be documented, that documentation need not quantify the tradeoffs that led to the decision.

(m) Postaward notice. After contract award, unsuccessful offerors will be provided with written notice regarding contract award (including the information listed in FAR 15.503(b)) by the Contracting Officer. Offerors receiving prior notice of exclusion from the competitive range under paragraph (f) of this provision will not receive this notice.

(n) Postaward debriefing of offerors. An offeror shall be debriefed and furnished the basis for the source selection decision and contract award if its written request is received by the contracting officer within three days after the offeror receives notice of contract award. The process for requesting and conducting postaward debriefings may be found at FAR 15.506.

(End of provision)

Alternate I (SEP 2000). As prescribed in WBR 1415.204-5(a)(1), substitute the following introductory paragraph for the introductory paragraph of the basic provision:

The Government intends to evaluate proposals submitted under this solicitation, conduct negotiations, and select a source for contract award in accordance with the following provision: FAR 52.215-1 Instructions to Offerors – Competitive Acquisition (Feb 2000) -- Alternate I (Oct 1997). Source selection shall be in accordance with procedures contained in FAR Part 15, Department of the Interior Acquisition Regulation (DIAR) Part 1415 (48 CFR 1415) and Bureau of Reclamation Acquisition Regulation WBR Part 1415. These procedures are summarized as follows:

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### **WBR 1452.215-81 General Proposal Instructions.**



WBR 1452.215-81

#### Download clause

As prescribed in [WBR 1415.204-5\(a\)\(2\)](#) , insert a provision substantially the same as the following:

#### GENERAL PROPOSAL INSTRUCTIONS -- BUREAU OF RECLAMATION (JAN 1998)

In addition to the requirements of the Instructions to Offerors - Competitive Acquisitions provision of this solicitation, each offeror shall submit a proposal in accordance with the instructions contained in this provision.

(a) General contents. Each proposal shall:

- (1) Be specific and complete in every detail;
- (2) Conform to all solicitation provisions, clauses, or other requirements;
- (3) Be logically assembled, practical, legible, clear, concise, coherent; and indexed (cross-indexed, where appropriate); and
- (4) Contain appropriately numbered pages of each volume or part.

(b) Arrangement of Proposal. The proposal shall consist of three (3) [Insert other number, if appropriate] physically separated volumes, individually entitled as stated below. The required number of copies for each volume are shown below:

#### Volume Title Copies Required

I Representations, Certifications, and [insert number required per volume]

Other Statements of Offerors.

II Technical Proposal [insert number required per volume]

III Pricing Proposal [insert number required per volume]

(c) Separation of volumes. All copies of each proposal volume (i.e., all copies of Volume I) are to be packaged individually and clearly marked to identify contents. The exterior of each package containing proposals shall be marked with the solicitation number, and the time and date for receipt of proposals and the name and address of the offeror, in order to prevent mishandling.

(d) Representations, certifications, and other offeror statements (Volume I). Volume I shall incorporate the other Volumes by reference, but shall not physically include them. It shall consist of:

- (1) A fully executed Solicitation, Offer, and Award form required by Part I, Section A of this solicitation. It shall be used as the cover sheet (or first page) of each copy of Volume I;
- (2) Fully executed and completed offeror representations, certifications, and acknowledgments required by Part IV, Section K of this solicitation;

- (3) Additional information required by the solicitation to be furnished by the offeror which is not required to be obtained in another volume of the proposal;
  - (4) Make-or-buy program (if applicable);
  - (5) Requests for any waivers of any solicitation provisions or contract clauses; and
  - (6) A summary of any exemptions from, or deviations to, any other solicitation requirements.
  - (e) Technical Proposal (Volume II) [insert any specific requirements and/or reference the requirements contained in the Technical Proposal Instructions -- Bureau of Reclamation provision of the solicitation, Part IV, Section L].
  - (f) Pricing Proposal (Volume III). [insert any specific requirements and/or reference the requirements contained in the Pricing Proposal Instructions -- Bureau of Reclamation provision of the solicitation, Part IV, Section L] Offerors are hereby notified that even if cost or pricing data are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary pursuant to FAR 15.403-5(a)(1).
  - ( ) [Insert requirements pertaining to additional proposal volumes required, e.g., qualification requirements, business management or any additional requested proposal information pertaining to the specific acquisition].
- (End of provision)

Alternate I (JUL 1997). As prescribed in WBR 1415.204-5(a)(2) add the following additional paragraph ( ) to the clause when alternate proposals are solicited:

( ) Alternate proposals. An offeror may submit an alternate proposal to accomplish any aspect of the work statement of this solicitation in a manner that it believes would be a beneficial improvement to the Government. The Government may consider an alternate proposal if it is accompanied by a basic proposal prepared in accordance with instructions contained in this solicitation. The offeror shall provide supporting rationale describing why and how the proposed alternate approach will satisfy the requirements of the work statement and any suggested deletions, alterations, and/or additions to the work statement or other requirements of this solicitation. The alternate proposal must be complete by itself, addressed in separate sections of the technical and pricing proposals, and comply with all other proposal instructions of this solicitation. Alternate proposals will be evaluated in accordance with the [Insert "Evaluation Factors for Award provision of this solicitation" or reference location of other factors if specifically developed for use in evaluating alternate proposals].

Alternate II (DEC 2001) As prescribed in WBR 1415.204-5(a)(2), add the following additional paragraph (d)(7) to the provision if the solicitation contains Alternate I to WBR 1452.215-85, 86, or 87.

- (7) Offerors must provide the following information in sufficient detail to allow proper evaluation and rating of the Small Business evaluation factor of this solicitation. If firm commitments to subcontract exist, list the subcontractors by name. Otherwise, list the type of services to be subcontracted.
- (i) Participation of small business in the performance of this project:

#### LARGE BUSINESS OFFERORS

- (A) Identify, in terms of dollar value and percentage of total proposed price, the extent of work you will perform as the prime contractor.
- (B) Submit with your proposal a subcontracting plan for this project. Use the format provided at Attachment

#### SMALL BUSINESS OFFERORS

- (A) Identify, in terms of dollar value and percentage of total proposed price, the extent of work you will perform as the prime contractor.
- (B) State the extent of work you plan to subcontract to large business, Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUBZone Small Business (HUBZone), and Veteran-Owned Small Business (VOSB), and Service-Disabled Veteran-Owned Small Business (SDVOSB). Use the format provided at Attachment

#### JOINT VENTURES-TEAMING ARRANGEMENTS

- (A) If you are submitting an offer as a joint venture or a teaming arrangement, identify, for each member of your joint venture or team, whether the member is a large business, SB, SDB, WOSB, HUBZone, VOSB, or SDVOSB; and the dollar

value of the work to be performed by each member of your joint venture or team.

(B) The Government will evaluate your joint venture or team as either a large business or small business based upon the information provided in subparagraph (i) directly above.

(ii) Past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB in previous contracts:

#### LARGE BUSINESS OFFERORS

(A) Provide information on any awards you received within the past three years for outstanding support to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB.

(B) Provide final SF 294s, Subcontracting Report for Individual Contracts, on your three most recently completed contracts, or any other documentation showing compliance with the utilization of SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB requirements of those contracts. Include the dollar value percentage of work (of total contract value) subcontracted to large business, SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB for each.

(C) Provide performance evaluation ratings obtained on implementation of subcontracting plans for three recently completed contracts.

#### SMALL BUSINESS OFFERORS

(A) Provide information on any awards you received within the past three years for outstanding support to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB.

(B) Provide a list of your three most recently completed contracts. Include the dollar value percentage of work (of total contract value) subcontracted to large business, SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms.

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#### WBR 1452.215-82 Technical Proposal Instructions.



WBR 1452.215-82

Download clause

As prescribed in [WBR 1415.204-5\(a\)\(3\)](#), insert a provision substantially the same as the following:

#### **TECHNICAL PROPOSAL INSTRUCTIONS -- BUREAU OF RECLAMATION (APR 2001)**

(a) General. The technical proposal shall be identified as Volume II of the offeror's proposal and shall be an orderly, specific, and complete document in every detail. It should be presented in a manner which allows it to "stand alone" without the need to reference other documents. It should convincingly describe the capability of the offeror's organization to participate in this project and effectively demonstrate a thorough understanding of the work statement contained in Part I, Section C of this solicitation. The proposal shall be organized and written so that it can be easily read and meaningfully evaluated by Reclamation personnel from a variety of different functional and technical disciplines. It should be a coherent document free of internal inconsistencies as well as inconsistencies with other volumes of the proposal.

(b) Use and Disclosure of Proposal Information. In accordance with the Use and Disclosure of Proposal Information -- Department of the Interior provision of this solicitation, offerors shall mark trade secret or confidential commercial or financial information contained in the proposal with the restrictive legends specified. The offeror shall also clearly and separately mark all proprietary information (as defined in FAR 3.104-3) contained in the proposal with the restrictive legend "Proprietary Information."

(c) Format and Content. To assist in the uniform evaluation of proposals, the following format shall be utilized in preparing the technical proposal:

- (1) Table of contents. The Table of Contents shall list all sections of the technical proposal. Any future amendments, additions and/or revisions to the proposal shall be included in an updated Table of Contents;
- (2) Index. The index shall cross reference the work statement to the terms of the proposal and indicate how the proposal conforms to the evaluation factors contained in Part IV, Section M;
- (3) Enclosures. The enclosures shall include a list of any tables, drawings, charts, and any other enclosures which summarize data or information;
- (4) Executive summary. The Executive Summary shall include a brief discussion of how the required work will be performed and important highlights of the proposal.
- (5) Technical approach proposed to accomplish the work statement. The discussion of the technical approach shall:

- (i) Contain detailed explanations of proposed approaches to performing and accomplishing the work, including preliminary design and other information indicating configuration and functions of components as applicable, and a specific outline of the actual tasks proposed to be performed in order to complete the work. Repeating the work statement without elaborating on the specific tasks to be performed is unacceptable;
- (ii) Contain a specific statement of any problems or major difficulties anticipated in performing or accomplishing the work, an evaluation of the various methods considered for resolution of the problems/difficulties, substantiation of the method(s) selected, principles or techniques which are proposed to solve the problem, and the degree of success expected;
- (iii) Include specific statements of any interpretations, deviations, and exceptions to the work statement, specifications, or other solicitation requirements (unless alternate proposals are permitted by the General Proposal Instructions -- Bureau of Reclamation provision of this solicitation, offerors are cautioned that deviations and exceptions to the solicitation requirements may be detrimental to the evaluation of a proposal);
- (iv) In accordance with the work statement, include a proposed project plan which divides the work into severable tasks or phases which indicates for each task or phase the work to be accomplished, start/completion schedule, milestone chart, and labor hours by labor category including the basis for the hour estimates;
- (v) Include a discussion of the method(s) and resources to be used in timely preparation and transmittal of reports and submittals required by the solicitation;
- (vi) Include an estimate of the extent of anticipated subcontracting together with a list of items or work to be subcontracted; and
- (vii) Address each of the factors listed in the Technical Evaluation Criteria in Part IV, Section M of this solicitation.

(6) Project Management. Include the proposed organization to manage the work, its relationship to the offeror's overall corporate structure, and the function and responsibilities of any subcontractors.

(7) Personnel Qualifications. Include the following information on personnel qualifications:

- (i) The identity of specific personnel to be assigned to perform the requirements contained in the work statement;
- (ii) The names of specific key personnel to be assigned for direct work on the project and as direct technical supervisors including education, background and experience, accomplishments, and other pertinent information;
- (iii) Any additional personnel required for full employment, subcontract, or consultation and the source from which they will be obtained;
- (iv) A statement of assurance that the proposed additional personnel will be available for work on this contract; and
- (v) A list of alternate personnel sources to be utilized in the event proposed personnel are not available as planned (Include full resume by name of all additional personnel listed);

(8) Offeror Experience and Past Performance. Provide a list of projects similar in scope and magnitude to the work required under this solicitation which the offeror has completed during the last 3 years. For each project, include:

- (i) Name of the project;
- (ii) Description of the work;
- (iii) Contract number, date and type;
- (iv) Name and address of the acquiring Government agency or commercial customer;

- (v) Initial contract amount and final contract amount;
- (vi) Any problems encountered in performance of the work and corrective action(s) taken; and
- (vii) Name(s) and telephone number(s) of references from the acquiring agency or customer who may be contacted for further information.

(d) Cost/Price Information. To permit objective evaluation of the technical proposal, no cost or price information shall be included in the technical proposal. [Insert the following subparagraphs, as applicable, if unpriced pricing proposal information is required for technical analysis "However, the proposal shall include:

- (1) A breakdown of unpriced labor hour estimates for each labor category proposed to accomplish each task or phase of the work and the basis for each estimate;
- (2) Identification of the types and quantities of proposed materials and equipment necessary to perform the work; and
- (3) The number, duration, destination and purpose of each trip proposed for performing the work".

(e) Facilities and equipment information. The offeror shall provide information on any special plant, equipment, or test facilities (including Government property) required to perform and accomplish the work statement. The need for the special equipment or facilities shall be fully substantiated and include the extent to which the work can be accomplished without them. Information on alternate sources considered for the equipment or facilities shall also be included.

(End of provision)

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#### **WBR 1452.215-83 Pricing Proposal Instructions.**



WBR 1452.215-83

Download clause

As prescribed in [WBR 1415.204-5](#), insert a provision substantially the same as the following:

#### **PRICING PROPOSAL INSTRUCTIONS -- BUREAU OF RECLAMATION (JAN 1998)**

(a) General. The pricing proposal shall be identified as Volume III of the offeror's proposal and shall be an orderly, specific, and complete document in every detail. It should be a coherent document free of internal inconsistencies and should be consistent with the technical approach(es) proposed in the technical proposal (Volume II). Offerors are hereby notified that even though cost or pricing data are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary pursuant to FAR 15.403-5(a)(1).

(b) Use and Disclosure of Proposal Information. In accordance with the Use and Disclosure of Proposal Information -- Department of the Interior provision of this solicitation, offerors shall mark trade secret or confidential commercial or financial information contained in the proposal with the restrictive legends specified. The offeror shall also clearly and separately mark all proprietary information (as defined in FAR 3.104-3) contained in the proposal with the restrictive legend "Proprietary Information."

(c) Format and Content. To assist in the uniform evaluation of proposals, the following format shall be utilized in preparing the pricing proposal:

- (1) Table of contents. The Table of Contents shall list all sections of the pricing proposal. Any modifications or revisions to the proposal, up to the date of agreement on price, shall include an updated Table of Contents;
- (2) Index. The index shall cross reference the work statement to the terms of the proposal and indicate how the proposal conforms to the evaluation factors contained in Part IV, Section M of this solicitation;
- (3) Enclosures. A list shall be included of all enclosures, attachments, tables, drawings, charts, and any other material which summarize data or information contained or referenced in the pricing proposal.

(4) Pricing proposal breakdown. The offeror shall submit Section B of the contract Schedule (Part I of this solicitation) with its proposed total prices/costs for each contract line item (including any options) and proposed unit price(s), if required. In addition, a total proposed price consisting of the sum of all contract line items (excluding options) shall be submitted. [Insert, or identify location of, any additional information required to be submitted to evaluate the basis for the calculation of the prices proposed; e.g., the format and/or cost elements to be used in submitting a cost breakdown for each contract line item. If no additional information is required, insert "Offerors are hereby notified that even though additional data to support proposed prices are not initially requested in this solicitation, the Contracting Officer reserves the right to request such data if they are later found necessary"].

(d) Cost Information in Other Volumes. No cost information shall be included in any other volume of a proposal unless required by paragraph (d) of the Technical Proposal Instructions -- Bureau of Reclamation provision of this solicitation.

(e) Page Numbering. All pages in the cost proposal should be consecutively numbered (including pages with tables and exhibits). The offeror shall clearly identify all exhibits and supporting information.

(f) Rounding of Costs. All price or cost amounts proposed shall be expressed to the nearest whole dollar except for individual hourly labor rates (if required). All percentages shall be expressed to one decimal place.

(g) Alternate Proposals. If submission of alternate technical proposals is permitted by the General Proposal Instructions -- Bureau of Reclamation provision of this solicitation, the offeror shall submit a separate, detached pricing proposal conforming to the requirements of this provision for each alternate submitted. The alternate pricing proposal(s) shall be clearly labeled and identified.

(End of provision)

Alternate I (JUL 1997) If cost information is also required to be submitted in electronic format, add a paragraph substantially the same as the following paragraph (h) to the basic provision:

(h) Electronic Information. The offeror shall submit a computer disk, in either Windows or MS-DOS readable format, containing [insert a specific description of each item of cost information required (including any applicable subcontractor information)]. Data that can be electronically imported into [insert software name and any other specified requirements] would be appreciated. The offeror shall identify the commercial spreadsheet software program used to create the submitted data and the formulas and factors used in calculating the data contained on the disk. The data submitted shall comply with the restrictive legend requirements of paragraph (b) of this provision.

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## **WBR 1452.215-84 Pricing Proposal Instructions and Submission of Certified Cost or Pricing Data.**



WBR 1452.215-84

Download clause

As prescribed in [WBR 1415.204-5\(a\)\(5\)](#), insert a provision substantially the same as the following:

### **PRICING PROPOSAL INSTRUCTIONS AND SUBMISSION OF COST OR PRICING DATA -- BUREAU OF RECLAMATION (JAN 2001)**

(a) General. The pricing proposal shall be identified as Volume III of the offeror's proposal and shall be an orderly, specific, and complete document in every detail. It should be a coherent document free of internal inconsistencies and should be consistent with the technical approach(es) proposed in the technical proposal (Volume II).

(b) Submission of Cost or Pricing Data. Offerors are hereby notified that cost or pricing data are required by this solicitation to be submitted by the offeror with its pricing proposal. These data are also required to be submitted by the offeror for each prospective subcontract when the total amount of the subcontract (including options) is expected to exceed: (a) \$10,000,000 or more; or (b) both \$550,000 and more than 10 percent of the offeror's total proposed price [or insert any lower threshold

requirements the contracting officer considers necessary for adequate pricing of the prime contract under FAR 15.404-3(c)(2)]. Information contained in the offeror's pricing proposal and its subcontractors' proposals containing cost or pricing data must be current, complete, and accurate to the best of its knowledge and belief. Prior to the time agreement is reached on price, the offeror shall submit, or identify in writing, to the Contracting Officer any information reasonably available on factors that affect the currency, completeness, or accuracy of cost or pricing data submitted (including subcontractor data). In addition to the data submitted by the offeror in the pricing proposal, the Contracting Officer may require the offeror to submit additional data as are necessary in order to perform an adequate analysis and evaluation of the proposal. In accordance with FAR 15.408(m), Table 15-2, Note 1, merely marking books, records, and other documents without specific identification does not constitute submission of cost or pricing data.

(c) Prices set by law or regulation or commercial item exception. When exception from the requirement to submit cost or pricing data is requested, whether the item was produced by the offeror or others, the offeror shall provide justification for the exception in a form regularly maintained by the offeror in commercial operations. Information on sales data is limited to data for the same or similar items during a relevant time period.

(d) Use and Disclosure of Proposal Information. In accordance with the Use and Disclosure of Proposal Information -- Department of the Interior provision of this solicitation, offerors shall mark trade secret or confidential commercial or financial information contained in the proposal with the restrictive legends specified. The offeror shall also clearly and separately mark all proprietary information (as defined in FAR 3.104-3) contained in the proposal with the restrictive legend "Proprietary Information."

(e) Format and Content. To assist in the uniform evaluation of proposals, the following format shall be utilized in preparing the pricing proposal:

(1) Table of Contents. The Table of Contents shall list all sections of the pricing proposal. Any future amendments, additions and/or revisions to the proposal, up to the date of agreement on price, shall be included an updated Table of Contents;

(2) Index. The index shall cross reference the work statement to the terms of the proposal and specifically indicate how the proposal conforms to the evaluation factors contained in Part IV, Section M of this solicitation. It shall comply with the requirements of FAR Table 15-2, IB which requires an index of all cost or pricing data and information accompanying or identified in the pricing proposal;

(3) Enclosures. A list shall be included of all enclosures, attachments, tables, drawings, charts, and any other material which summarize data or information contained or referenced in the pricing proposal;

(4) First page of pricing proposal. Offerors not claiming exemption from the submission of Cost or Pricing Data are required to submit a Contract Pricing Proposal which shall be prepared in accordance with the general instructions in FAR 15.408(m) (Table 15-2).

(5) Contract Line Item Cost Breakdown. For each contract line item, the offeror shall submit a detailed cost breakdown containing the applicable elements of cost (see instructions in FAR Table 15-2, II) which, when added together, equal the total price proposed for the line item. Each cost breakdown shall be separately identified, prepared in accordance with the format prescribed in [If a format listed under III A, B, or C in FAR Table 15-2 is to be used, insert "FAR Table 15-2, III (specify A, B, or C)" and identify any optional column numbers in the format which are required or reference other required format and its location under Part IV, Section L of the solicitation]. For each cost element listed on the format, the offeror shall identify, by referencing and including as a separate attachment to the format, sufficient information which supports the basis for the proposed cost element amount. The Offeror shall also provide in the attachment any necessary cross references to assist in tracking the pricing proposal to applicable portions of its technical proposal.

(6) Cost Element Summary Total Amounts. When more than one contract line item is required, the offeror shall submit for each proposed element of cost a separate, summary total amount which covers all contract line items.

(7) Facilities Capital Cost of Money. If the offeror elects to claim facilities capital cost of money as an allowable cost, Form CASB-CMF shall be submitted by the offeror with the pricing proposal in accordance with instructions in, FAR Table 15-2, I.

(f) Subcontracts. All subcontracted items shall be clearly identified in the pricing proposal and include the name and address of the prospective subcontractor. Written quotations shall, whenever possible, be included or referenced for all subcontracted services. Subcontract costs shall be included or referenced in attachments which support the basis for an offeror's proposed cost element amount. Unless the offeror claims an exemption under paragraph (c) of this provision, cost and pricing data required under paragraph (b) of this provision to be submitted for subcontracts shall be submitted in accordance with the instructions contained in subparagraphs (e)(iv)-(vi) and those contained in FAR Table 15-2. For pricing of modifications, see the Subcontracting Cost or Pricing Data clause of this contract.

(g) Cost Information in Other Volumes. No cost information shall be included in any other volume of a proposal unless required by paragraph (d) of the Technical Proposal Instructions -- Bureau of Reclamation provision of this solicitation.

(h) Page Numbering. All pages in the cost proposal should be consecutively numbered (including pages containing attachments, tables and exhibits).

- (i) Rounding of Costs. All price or cost amounts proposed shall be expressed to the nearest whole dollar except for individual hourly labor rates (if required). All percentages shall be expressed to one decimal place.
- (j) Changes. Any changes made by the offeror to its pricing proposal shall include the same level of detail as the original proposal and shall include revised copies of all tables or exhibits affected by the changes.
- (k) Alternate Proposals. If submission of alternate technical proposals is permitted by the General Proposal Instructions -- Bureau of Reclamation clause of this solicitation, the offeror shall submit a separate, detached pricing proposal conforming to the requirements of this provision for each alternate submitted. The alternate(s) pricing proposal(s) shall be clearly labeled and identified.
- (l) Certificate of Current Cost or Pricing Data. Unless the circumstances in FAR 15.403-4(c) apply, the successful offeror shall be required by the Contracting Officer after completion of negotiations to execute and submit a Certificate of Current Cost or Pricing Data (illustrated in FAR 15.406-2) or the Contracting Officer may request that each offeror remaining in the competitive range submit the Certificate with its final proposal revision after conclusion of negotiations.
- (End of provision)

Alternate I (JUL 1997) If cost information is also required to be submitted in electronic format, add a paragraph substantially the same as the following paragraph (m) to the basic provision:

(m) Electronic Information. The offeror shall submit a computer disk, in either Windows or MS-DOS readable format, containing [insert a specific description of each item of cost information required (including any applicable subcontractor information)]. Data that can be electronically imported into [insert software name and any other specified requirements] would be appreciated. The offeror shall identify the commercial spreadsheet software program used to create the submitted data and the formulas and factors used in calculating the data contained on the disk. The data submitted shall comply with the restrictive legend requirements of paragraph (d) of this provision.

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#### **WBR 1452.215-85 Evaluation Factors for Award -- Technical Predominance.**



WBR 1452.215-85

Download clause

As prescribed in [WBR 1415.204-5\(b\)\(1\)](#), insert a provision substantially as the following:

#### **EVALUATION FACTORS FOR AWARD - QUALITY PREDOMINANCE -- BUREAU OF RECLAMATION (MAY 2005)**

- (a) Award will be made to the responsible offeror submitting a proposal which conforms to the solicitation and is most advantageous to the Government considering the factors and any significant subfactors listed in this provision.
- (b) In the evaluation of proposals, all evaluation factors other than cost or price (listed in this provision), when combined, are considered to be significantly more important than cost or price. The relative importance to be placed on the factors in relation to each other is contained in paragraph (e) of this provision. However, the degree of importance of cost or price may increase with the degree of non-cost or non-price equality between the proposals. If a proposal is determined by the Contracting Officer to be "technically unacceptable" as a result of evaluating all factors other than cost or price, the proposal may be rejected from further consideration. The Contracting Officer reserves the right to make award to other than the technically-acceptable offeror with the lowest cost/price proposal if it is determined that the technical benefits of another offeror's proposal justify its higher cost/price. The Contracting Officer also reserves the right to make award to a lower-cost/price, lower-scored offeror if it is determined that the cost/price premium involved in awarding to a higher-rated, higher-cost/price offeror is not justified. **[Insert the following statement if applicable. (Refer to WBR 1452.215-80(a).) Since technical proposals are being solicited to obtain information to be used in the evaluation, the Government reserves the right to use information outside of the proposal to evaluate the capability of offerors and the value of offers.]**

(c) Pursuant to FAR 15.305, a cost or price evaluation may be performed to determine the reasonableness of costs or prices proposed and the offeror's understanding of, and ability to perform, the prospective contract.

(d) The following factors and significant subfactors (if listed) , will be considered in evaluating proposals and making the source selection: [Insert all factors, including cost or price and significant subfactors (if any) which have been prepared in accordance with FAR 15.304 and section 302 of the Reclamation Source Selection Handbook.]

(e) The relative importance of the factors listed in paragraph (d) of this provision is as follows: [Insert a statement or otherwise indicate the relative importance the Government will place on the listed factors (and any subfactors)in relation to each other including the relationship of technical factors to cost or price.]

(End of provision)

Alternate I (DEC 2001) Include a factor substantially the same as the following under paragraph (d) of the basic provision in unrestricted negotiated acquisitions expected to exceed \$500,000 (\$1,000,000 for construction) that have subcontracting possibilities. Do not use for set-asides. The factor may be modified in accordance with FAR Subpart 19.12 to address the evaluation of the extent of participation of small disadvantaged business concerns in the performance of contracts in the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce.

SMALL BUSINESS - Commitments to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUBZone ,Small Business (HUBZone), Veteran-Owned Small Business (VOSB), and Service-Disabled Veteran-Owned Small Business (SDVOSB).

(a) The contracting officer has determined the following minimum subcontracting goals (percentages of total planned subcontracting dollars) for this solicitation:

- (1) SB .
- (2) SDB .
- (3) WOSB .
- (4) HUBZone .
- (5) VOSB .
- (6) SDVOSB .

(b) To achieve these goals, the Government will evaluate all offerors on the basis of the extent to which offerors identify and commit to utilize SB, SDB, WOSB, HUBZone, VOSB , and SDVOSB firms as joint venture members, teaming arrangement members, or as subcontractors.

[The following paragraph (c) is suggested language if using an adjectival rating system. This paragraph may be modified at the discretion of the contracting officer to accommodate other rating systems, e.g., color code or numerical. The contracting officer is also afforded the discretion, pursuant to FAR 52.304(d), to delete paragraph (c) entirely since "The rating method need not be disclosed in the solicitation."]

(c) Ratings. The source selection authority shall assign ratings:

#### **EXCEPTIONAL LARGE BUSINESS OFFERORS**

Offeror demonstrates outstanding past performance in utilizing SB, SDB, WOSB, HUBZone, and VOSB. Examples of outstanding performance include but are not limited to: the offeror consistently exceeded previously established subcontracting goals and received widely recognized awards for achievement in support of small business. The proposed plan includes extensive efforts and firm commitments in subcontracting to SB, SDB, WOSB, HUBZone, and VOSB. The proposed plan may have some minor weaknesses which are clearly offset by related strengths.

#### **SMALL BUSINESS OFFERORS**

Offeror demonstrates outstanding past performance in utilizing SB, SDB, WOSB, HUBZone, and VOSB firms. Examples of outstanding performance include but are not limited to: the offeror consistently subcontracts to SB, SDB, WOSB, HUBZone, and VOSB firms in lieu of large business concerns and received widely recognized awards for achievement in support of

small business. The offeror plans extensive efforts and firm commitments to subcontract to SB, SDB, WOSB, HUBZone, and VOSB or plans to perform all of the work itself.

**ACCEPTABLE  
LARGE BUSINESS OFFERORS**

Offeror demonstrates satisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. An example of satisfactory performance is that the offeror met previously established subcontracting goals. The offeror proposes positive efforts and commitments to subcontract with SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. Or, if applicable, the offeror provides a fully substantiated explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. The proposal may have some minor weaknesses.

**SMALL BUSINESS OFFERORS**

Offeror demonstrates satisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. An example of satisfactory performance is that the offeror subcontracts to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. The offeror proposes positive efforts and commitments to subcontract with SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. Or, if applicable, the offeror provides a fully substantiated explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms.

**MARGINAL  
LARGE BUSINESS OFFERORS**

Offeror has marginally satisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. An example of marginally satisfactory performance is that the contractor did not meet some previously established small business subcontracting goals and the explanation for the failure was not substantiated. The proposed plan does not include positive efforts and commitments in subcontracting to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. And, if applicable, the offeror's explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms is not substantiated.

**SMALL BUSINESS OFFERORS**

Offeror has marginally satisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. Of the planned subcontracting effort for this requirement, the offeror does not make positive efforts and commitments to subcontract with SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. And, if applicable, the offeror's explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms is not substantiated.

**UNACCEPTABLE  
LARGE BUSINESS OFFERORS**

Offeror has unsatisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. An example of unsatisfactory performance is that the contractor failed to meet established goals and provided no explanation for the failure. The proposed plan does not include efforts and commitments in subcontracting to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. And, the offeror's explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms is not substantiated.

**SMALL BUSINESS OFFERORS**

Offeror has unsatisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms and has not provided an explanation as to why. Of the planned subcontracting effort for this requirement, the offeror does not make positive efforts and commitments to subcontract with SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. And, the offeror's explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms is not substantiated.

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**WBR 1452.215-86 Evaluation Factors for Award -- Cost or Price Predominance.**



WBR 1452.215-86

Download clause

As prescribed in [WBR 1415.204-5\(b\)\(2\)](#), insert a provision substantially the same as follows:

**EVALUATION FACTORS FOR AWARD -- COST OR PRICE PREDOMINANCE --  
BUREAU OF RECLAMATION (MAY 2005)**

- (a) Award will be made to the responsible offeror submitting a proposal which conforms to the solicitation and is most advantageous to the Government considering the factors and any significant subfactors listed in this provision.
- (b) In the evaluation of proposals, all evaluation factors other than cost or price (listed in this provision), when combined, are considered to be significantly less important than cost or price. The relative importance to be placed on the evaluation factors in relation to each other is contained in paragraph (e) of this provision. However, the degree of importance of non-cost or non-price factors may increase with the degree of cost or price equality between the proposals. If a proposal is determined by the Contracting Officer to be "technically unacceptable" as a result of evaluating all factors other than cost or price, the proposal may be rejected from further consideration. The Contracting Officer reserves the right to make award to other than the technically-acceptable offeror with the lowest cost or price proposal if it is determined that the technical benefits of another offeror's proposal justify its higher cost/price. **[Insert the following statement if applicable. (Refer to WBR 1452.215-80(a).) Since technical proposals are being solicited to obtain information to be used in the evaluation, the Government reserves the right to use information outside of the proposal to evaluate the capability of offerors and the value of offers.]**
- (c) Pursuant to FAR 15.305, a cost or price evaluation may be performed to determine the reasonableness of costs/prices proposed and the offeror's understanding of, and ability to perform, the prospective contract.
- (d) The following factors and significant subfactors (if listed) will be considered in evaluating proposals and making the source selection: [Insert all factors, including cost or price, cost or price-related factors, and significant subfactors (if any) which have been prepared in accordance with FAR 15.304.]
- (e) The relative importance of the factors listed in paragraph (d) of this provision is as follows: [Insert a statement or otherwise indicate the relative importance the Government will place on the listed factors (and any subfactors) in relation to each other including the relationship of technical factors to cost or price.]

(End of provision)

Alternate I (DEC 2001) Include a factor substantially the same as the following under paragraph (d) of the basic provision in unrestricted negotiated acquisitions expected to exceed \$500,000 (\$1,000,000 for construction) that have subcontracting possibilities. Do not use for set-asides. The factor may be modified in accordance with FAR Subpart 19.12 to address the evaluation of the extent of participation of small disadvantaged business concerns in the performance of contracts in the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce.

SMALL BUSINESS - Commitments to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUBZone Small Business (HUBZone), Veteran-Owned Small Business (VOSB), and Service-Disabled Veteran-Owned Small Business (SDVOSB)..

(a) The contracting officer has determined the following minimum subcontracting goals (percentages of total planned subcontracting dollars) for this solicitation:

- (1) SB .
- (2) SDB .

- (3) WOSB .
- (4) HUBZone .
- (5) VOSB .
- (6) SDVOSB .

(b) To achieve these goals, the Government will evaluate all offerors on the basis of the extent to which offerors identify and commit to utilize SB, SDB, WOSB, HUBZone, VOSB , and SDVOSB firms as joint venture members, teaming arrangement members, or as subcontractors.

[The following paragraph (c) is suggested language if using an adjectival rating system. This paragraph may be modified at the discretion of the contracting officer to accommodate other rating systems, e.g., color code or numerical. The contracting officer is also afforded the discretion, pursuant to FAR 52.304(d), to delete paragraph (c) entirely since "The rating method need not be disclosed in the solicitation."]

(c) Ratings. The source selection authority shall assign ratings:

**EXCEPTIONAL  
LARGE BUSINESS OFFERORS**

Offeror demonstrates outstanding past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB. Examples of outstanding performance include but are not limited to: the offeror consistently exceeded previously established subcontracting goals and received widely recognized awards for achievement in support of small business. The proposed plan includes extensive efforts and firm commitments in subcontracting to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB. The proposed plan may have some minor weaknesses which are clearly offset by related strengths.

**SMALL BUSINESS OFFERORS**

Offeror demonstrates outstanding past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. Examples of outstanding performance include but are not limited to: the offeror consistently subcontracts to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms in lieu of large business concerns and received widely recognized awards for achievement in support of small business. The offeror plans extensive efforts and firm commitments to subcontract to SB, SDB, WOSB, HUBZone, VOSB , and SDVOSB or plans to perform all of the work itself.

**ACCEPTABLE  
LARGE BUSINESS OFFERORS**

Offeror demonstrates satisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB , and SDVOSB firms. An example of satisfactory performance is that the offeror met previously established subcontracting goals. The offeror proposes positive efforts and commitments to subcontract with SB, SDB, WOSB, HUBZone, VOSB , and SDVOSB firms. Or, if applicable, the offeror provides a fully substantiated explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB , and SDVOSB firms. The proposal may have some minor weaknesses.

**SMALL BUSINESS OFFERORS**

Offeror demonstrates satisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB , and SDVOSB firms. An example of satisfactory performance is that the offeror subcontracts to SB, SDB, WOSB, HUBZone, VOSB , and SDVOSB firms. The offeror proposes positive efforts and commitments to subcontract with SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. Or, if applicable, the offeror provides a fully substantiated explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms.

**MARGINAL  
LARGE BUSINESS OFFERORS**

Offeror has marginally satisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. An example of marginally satisfactory performance is that the contractor did not meet some previously established small business subcontracting goals and the explanation for the failure was not substantiated. The proposed plan does not include

positive efforts and commitments in subcontracting to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. And, if applicable, the offeror's explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, and VOSB firms is not substantiated.

#### **SMALL BUSINESS OFFERORS**

Offeror has marginally satisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. Of the planned subcontracting effort for this requirement, the offeror does not make positive efforts and commitments to subcontract with SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. And, if applicable, the offeror's explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms is not substantiated.

#### **UNACCEPTABLE LARGE BUSINESS OFFERORS**

Offeror has unsatisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. An example of unsatisfactory performance is that the contractor failed to meet established goals and provided no explanation for the failure. The proposed plan does not include efforts and commitments in subcontracting to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. And, the offeror's explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms is not substantiated.

#### **SMALL BUSINESS OFFERORS**

Offeror has unsatisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms and has not provided an explanation as to why. Of the planned subcontracting effort for this requirement, the offeror does not make positive efforts and commitments to subcontract with SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. And, the offeror's explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms is not substantiated.

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### **WBR 1452.215-87 Evaluation Factors for Award -- Quality and Cost/Price Approximately Equal:**



WBR 1452.215-87

Download clause

As prescribed in [WBR 1415.204-5\(b\)\(3\)](#), insert a provision substantially the same as follows:

#### **EVALUATION FACTORS FOR AWARD -- QUALITY AND COST/PRICE APPROXIMATELY EQUAL- BUREAU OF RECLAMATION (MAY 2005)**

- (a) Award will be made to the responsible offeror submitting a proposal which conforms to the solicitation and is most advantageous to the Government considering the factors and any significant subfactors listed in this provision.
- (b) In the evaluation of proposals, all evaluation factors other than cost or price (listed in this provision), when combined, are considered to be approximately equal to cost or price. The relative importance to be placed on the evaluation factors in relation to each other is contained in paragraph (e) of this provision. If a proposal is determined by the Contracting Officer to be "technically unacceptable" as a result of evaluating all factors other than cost or price, the proposal may be rejected from further consideration. The Contracting Officer reserves the right to make award to either a lower cost/price, lower-scored offeror or a higher-rated, higher-cost/price offeror based on a rational tradeoff between evaluation factors other than cost or price and cost or price. **[Insert the following statement if applicable. (Refer to WBR 1452.215-80(a).) Since technical**

**proposals are being solicited to obtain information to be used in the evaluation, the Government reserves the right to use information outside of the proposal to evaluate the capability of offerors and the value of offers.]**

(c) Pursuant to FAR 15.305, a cost or price evaluation may be performed to determine the reasonableness of costs/prices proposed and the offeror's understanding of, and ability to perform, the prospective contract.

(d) The following factors and significant subfactors (if listed) will be considered in evaluating proposals and making the source selection: [Insert all factors, including cost or price, cost or price-related factors, and significant subfactors (if any) which have been prepared in accordance with FAR 15.304.]

(e) The relative importance of the factors listed in paragraph (d) of this provision is as follows: [Insert a statement or otherwise indicate the relative importance the Government will place on the listed factors (and any subfactors) in relation to each other including the relationship of technical factors to cost or price.]

(End of provision)

Alternate I (DEC 2001) Include a factor substantially the same as the following under paragraph (d) of the basic provision in unrestricted negotiated acquisitions expected to exceed \$500,000 (\$1,000,000 for construction) that have subcontracting possibilities. Do not use for set-asides. The factor may be modified in accordance with FAR Subpart 19.12 to address the evaluation of the extent of participation of small disadvantaged business concerns in the performance of contracts in the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce.

SMALL BUSINESS - Commitments to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUBZone Small Business (HUBZone), Veteran-Owned Small Business (VOSB), and Service-Disabled Veteran-Owned Small Business (SDVOSB).

(a) The contracting officer has determined the following minimum subcontracting goals (percentages of total planned subcontracting dollars) for this solicitation:

- (1) SB .
- (2) SDB .
- (3) WOSB .
- (4) HUBZone .
- (5) VOSB .
- (6) SDVOSB

(b) To achieve these goals, the Government will evaluate all offerors on the basis of the extent to which offerors identify and commit to utilize SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms as joint venture members, teaming arrangement members, or as subcontractors.

[The following paragraph (c) is suggested language if using an adjectival rating system. This paragraph may be modified at the discretion of the contracting officer to accommodate other rating systems, e.g., color code or numerical. The contracting officer is also afforded the discretion, pursuant to FAR 52.304(d), to delete paragraph (c) entirely since "The rating method need not be disclosed in the solicitation."]

(c) Ratings. The source selection authority shall assign ratings:

#### **EXCEPTIONAL LARGE BUSINESS OFFERORS**

Offeror demonstrates outstanding past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB . Examples of outstanding performance include but are not limited to: the offeror consistently exceeded previously established subcontracting goals and received widely recognized awards for achievement in support of small business. The proposed plan includes extensive efforts and firm commitments in subcontracting to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB . The proposed plan may have some minor weaknesses which are clearly offset by related strengths.

#### **SMALL BUSINESS OFFERORS**

Offeror demonstrates outstanding past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. Examples of outstanding performance include but are not limited to: the offeror consistently subcontracts to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms in lieu of large business concerns and received widely recognized awards for achievement in support of small business. The offeror plans extensive efforts and firm commitments to subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB or plans to perform all of the work itself.

**ACCEPTABLE  
LARGE BUSINESS OFFERORS**

Offeror demonstrates satisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. An example of satisfactory performance is that the offeror met previously established subcontracting goals. The offeror proposes positive efforts and commitments to subcontract with SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. Or, if applicable, the offeror provides a fully substantiated explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. The proposal may have some minor weaknesses.

**SMALL BUSINESS OFFERORS**

Offeror demonstrates satisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. An example of satisfactory performance is that the offeror subcontracts to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. The offeror proposes positive efforts and commitments to subcontract with SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. Or, if applicable, the offeror provides a fully substantiated explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms.

**MARGINAL  
LARGE BUSINESS OFFERORS**

Offeror has marginally satisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. An example of marginally satisfactory performance is that the contractor did not meet some previously established small business subcontracting goals and the explanation for the failure was not substantiated. The proposed plan does not include positive efforts and commitments in subcontracting to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. And, if applicable, the offeror's explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms is not substantiated.

**SMALL BUSINESS OFFERORS**

Offeror has marginally satisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. Of the planned subcontracting effort for this requirement, the offeror does not make positive efforts and commitments to subcontract with SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. And, if applicable, the offeror's explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms is not substantiated.

**UNACCEPTABLE  
LARGE BUSINESS OFFERORS**

Offeror has unsatisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. An example of unsatisfactory performance is that the contractor failed to meet established goals and provided no explanation for the failure. The proposed plan does not include efforts and commitments in subcontracting to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. And, the offeror's explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms is not substantiated.

**SMALL BUSINESS OFFERORS**

Offeror has unsatisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms and has not provided an explanation as to why. Of the planned subcontracting effort for this requirement, the offeror does not make

positive efforts and commitments to subcontract with SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. And, the offeror's explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms is not substantiated.

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**WBR 1452.215-88 Evaluation Factors for Award - Lowest Price Technically Acceptable Source Selection Process:**



WBR 1452.215-88

Download clause

As prescribed in [WBR 1415.204-5\(b\)\(4\)](#), insert a provision substantially the same as follows:

**EVALUATION FACTORS FOR AWARD - LOWEST PRICE TECHNICALLY ACCEPTABLE SOURCE  
SELECTION PROCESS-  
BUREAU OF RECLAMATION (MAY 2005)**

- (a) Award will be made to the responsible offeror submitting the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost/price factors and any significant subfactors listed in this provision.
- (b) Proposals shall be evaluated for acceptability, but not ranked, using the non-cost/price factors listed below. There shall be no trade-offs. [Include if the contracting officer elects to consider past performance as an evaluation factor: Past performance shall be evaluated in accordance with FAR 15.305; however there shall be no comparative assessment of offerors' past performance. If the Contracting Officer determines that a small business' past performance is not acceptable, the matter shall be referred to the Small Business Administration for a Certificate of Competency determination, in accordance with the procedures contained in FAR Subpart 19.6 and 15 U.S.C. 637(b)(7).] If a proposal is determined by the Contracting Officer to be "technically unacceptable" as a result of evaluating all factors other than cost or price, the proposal may be rejected from further consideration. **[Insert the following statement if applicable. (Refer to WBR 1452.215-80(a).) Since technical proposals are being solicited to obtain information to be used in the evaluation, the Government reserves the right to use information outside of the proposal to evaluate the capability of offerors and the value of offers.]**
- (c) Pursuant to FAR 15.305, a cost or price evaluation may be performed to determine the reasonableness of costs/prices proposed and the offeror's understanding of, and ability to perform, the prospective contract.
- (d) The following factors, significant subfactors (if listed), and acceptability standards for non-cost/price factors/subfactors shall be considered in evaluating proposals and making the source selection: [Insert all factors, including cost or price, cost or price-related factors, and significant subfactors (if any) which have been prepared in accordance with FAR 15.304 and the acceptability standards for non-cost/price factors/subfactors.]
- Evaluation Factors/Significant Subfactors Acceptability Standards

(End of provision)

Alternate I (XXX 2003) Include a factor substantially the same as the following under paragraph (d) of the basic provision in unrestricted negotiated acquisitions expected to exceed \$500,000 (\$1,000,000 for construction) that have subcontracting possibilities. Do not use for set-asides. The factor may be modified in accordance with FAR Subpart 19.12 to address the evaluation of the extent of participation of small disadvantaged business concerns in the performance of contracts in the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce.

SMALL BUSINESS - Commitments to Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), HUBZone Small Business (HUBZone), Veteran-Owned Small Business (VOSB), and Service-Disabled

Veteran-Owned Small Business (SDVOSB).

(a) The contracting officer has determined the following minimum subcontracting goals (percentages of total planned subcontracting dollars) for this solicitation:

- (1) SB.
- (2) SDB.
- (3) WOSB.
- (4) HUBZone.
- (5) VOSB.
- (6) SDVOSB

(b) To achieve these goals, the Government will evaluate all offerors on the basis of the extent to which offerors identify and commit to utilize SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms as joint venture members, teaming arrangement members, or as subcontractors.

[The following paragraph (c) is suggested language if using an adjectival rating system. This paragraph may be modified at the discretion of the contracting officer to accommodate other rating systems, e.g., color code or numerical. The contracting officer is also afforded the discretion, pursuant to FAR 52.304(d), to delete paragraph (c) entirely since "The rating method need not be disclosed in the solicitation."]

(c) Ratings. The source selection authority shall assign ratings:

#### EXCEPTIONAL LARGE BUSINESS OFFERORS

Offeror demonstrates outstanding past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB. Examples of outstanding performance include but are not limited to: the offeror consistently exceeded previously established subcontracting goals and received widely recognized awards for achievement in support of small business. The proposed plan includes extensive efforts and firm commitments in subcontracting to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB. The proposed plan may have some minor weaknesses, which are clearly offset by related strengths.

#### SMALL BUSINESS OFFERORS

Offeror demonstrates outstanding past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. Examples of outstanding performance include but are not limited to: the offeror consistently subcontracts to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms in lieu of large business concerns and received widely recognized awards for achievement in support of small business. The offeror plans extensive efforts and firm commitments to subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB or plans to perform all of the work itself.

#### ACCEPTABLE LARGE BUSINESS OFFERORS

Offeror demonstrates satisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. An example of satisfactory performance is that the offeror met previously established subcontracting goals. The offeror proposes positive efforts and commitments to subcontract with SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. Or, if applicable, the offeror provides a fully substantiated explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. The proposal may have some minor weaknesses.

#### SMALL BUSINESS OFFERORS

Offeror demonstrates satisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. An example of satisfactory performance is that the offeror subcontracts to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. The offeror proposes positive efforts and commitments to subcontract with SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. Or, if applicable, the offeror provides a fully substantiated explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms.

MARGINAL  
LARGE BUSINESS OFFERORS

Offeror has marginally satisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. An example of marginally satisfactory performance is that the contractor did not meet some previously established small business subcontracting goals and the explanation for the failure was not substantiated. The proposed plan does not include positive efforts and commitments in subcontracting to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. And, if applicable, the offeror's explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms is not substantiated.

SMALL BUSINESS OFFERORS

Offeror has marginally satisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. Of the planned subcontracting effort for this requirement, the offeror does not make positive efforts and commitments to subcontract with SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. And, if applicable, the offeror's explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms is not substantiated.

UNACCEPTABLE  
LARGE BUSINESS OFFERORS

Offeror has unsatisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. An example of unsatisfactory performance is that the contractor failed to meet established goals and provided no explanation for the failure. The proposed plan does not include efforts and commitments in subcontracting to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. And, the offeror's explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms is not substantiated.

SMALL BUSINESS OFFERORS

Offeror has unsatisfactory past performance in utilizing SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms and has not provided an explanation as to why. Of the planned subcontracting effort for this requirement, the offeror does not make positive efforts and commitments to subcontract with SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms. And, the offeror's explanation as to why it will not subcontract to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB firms is not substantiated.



WBR 1452.219-80

Download clause

As prescribed in [WBR 1419.708](#), insert the following clause in solicitations and contracts containing the clause at FAR 52.219-9, Small Business Subcontracting Plan.

**DISTRIBUTION OF SUMMARY SUBCONTRACTING REPORTS --  
BUREAU OF RECLAMATION (JUN 2002)**

- (a) The original of each Standard Form 295, Summary Subcontracting Report, shall be sent to the Director, Office of Small and Disadvantaged Business Utilization, Department of the Interior, 1849 C Street NW, Washington DC 20240-0001.
- (b) One copy of each report shall be furnished to the Business and Economic Development Program Manager, Acquisition and Assistance Management Services, Reclamation Service Center, PO Box 25007, 84-27800, Denver, CO 80225-0007.
- (c) One copy of each report shall be furnished to the contracting officer.
- (d) One copy of each report shall be furnished to the Small Business Administration (SBA) cognizant Commercial Market Representative (CMR) at the address provided by SBA. This address may be obtained by calling SBA Headquarters at (202) 205-6475.

(End of clause)

**WBR 1452.222-80 Notice of Applicability – Cooperation with Authorities and Remedies – Child Labor.**



WBR 1452.222-80

Download clause

As prescribed in [WBR 1422.1505\(b\)](#), insert the following provision:

**Notice of Applicability – Cooperation with Authorities and Remedies – Child Labor  
Bureau of Reclamation (JAN 2004)**

(a) The clause at FAR 52.222-19, Child Labor, Cooperation with Authorities and Remedies, does not apply to Bureau of Reclamation acquisitions to the extent that the contractor is supplying end products mined, produced, or manufactured in –

- (1) Canada, and the anticipated value of the acquisition is \$175,000 or more; and
- (2) Israel, and the anticipated value of the acquisition is \$175,000 or more.

(b) Nonapplicability thresholds for other countries are the same as listed in the FAR clause.

(End of clause)

**WBR 1452.223-80 Asbestos-Free Warranty.**



WBR 1452.223-80

Download clause

As prescribed in [WBR 1423.302-83\(a\)](#), insert the following clause in solicitations, contracts, and purchase orders:

**ASBESTOS-FREE WARRANTY -- BUREAU OF RECLAMATION (OCT 1992)**

- (a) The Contractor warrants that all items delivered, or work required by the contract, shall be free of asbestos in any form whatsoever except for the use of asbestos cement pipe.
- (b) The Contractor may request the Contracting Officer to approve an exception to this prohibition when an asbestos-free product is not available. Such requests shall be fully documented and submitted as soon as possible after the contractor determines that an asbestos-free product is not available. Contracting Officer disapproval of a request for an exception shall be final and not subject to the Disputes clause of this contract.

(End of clause)

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**WBR 1452.223-81 Safety and Health.**



WBR 1452.223-81

Download clause

As prescribed in [WBR 1423.302-83\(b\)](#), insert the following clause:

**SAFETY AND HEALTH -- BUREAU OF RECLAMATION (May 2005)**

- (a) The Contractor shall not require any person employed in the performance of this contract (including subcontracts) to work under conditions which are unsanitary, hazardous, or dangerous to the employee's health or safety.
- (b) In addition to the requirements of the Accident Prevention clause of this contract, the Contractor shall comply with the Bureau of Reclamation "Reclamation Safety and Health Standards" (RSHS) (Revised 2001) manual. Some contracts may not contain the Accident Prevention clause, e.g., those formed under simplified acquisition procedures. Even if the Accident Prevention clause is not part of this contract, the Contractor must still comply with the Reclamation RSHS manual.
- (c) (1) The Contractor may obtain the safety and health standards as referenced in subparagraph (b)(2) of the Accident Prevention clause from any regional or area office of the Occupational Safety and Health Administration, U.S. Department of Labor.
- (2) The RSHS manual as referenced in subparagraph (b) above is available at the following website:  
<http://www.usbr.gov/safety/RSHS/rshs.htm>
- (d) The Contractor shall submit a written proposed safety program in the form and time intervals prescribed in section 3 of the RSHS manual and amendments or revisions thereto in effect on the date of the solicitation.
- (e) In addition to any other provisions in the contract, the Contractor shall comply with all safety and material data submittal requirements contained in the RSHS manual and revisions thereto.
- (f) The Contractor shall maintain an accurate record of, and shall report to the Contracting Officer (or authorized representative) in the manner prescribed by the Contracting Officer, all cases of death, occupational diseases, or traumatic injury to employees or the public involved, and property damage in excess of \$2,500 occurring during performance of work under this contract.
- (g) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- (h) In the event there is a conflict between the requirements contained in any of the safety documents referenced herein, the

more stringent requirement shall prevail.  
(End of clause)

Alternate I (DEC 2002) If the contracting officer desires to furnish the RSHS manual locally, substitute the following paragraph (c)(2) for paragraph (c)(2) of the basic clause:

(2) The RSHS manual as referenced in subparagraph (b) above is available at the following website:  
<http://www.usbr.gov/safety/RSHS/rshs.htm> . The Contractor may also obtain the RSHS manual from the following Reclamation source:

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**WBR 1452.223-82 Protecting Federal Employees and the Public from Exposure to Tobacco Smoke in the Federal Workplace**



WBR 1452.223-82

Download clause

As prescribed in [WBR 1423.801](#), insert the following clause:

**PROTECTING FEDERAL EMPLOYEES AND THE PUBLIC  
FROM EXPOSURE TO TOBACCO SMOKE IN THE FEDERAL WORKPLACE --  
BUREAU OF RECLAMATION (OCT 1998)**

(a) In performing work under this contract, the contractor shall comply with the requirements of Executive Order 13058, dated August 9, 1997, which prohibits the smoking of tobacco products in all interior space owned, rented, or leased by the executive branch of the Federal Government, and in any outdoor areas under executive branch control in front of air intake ducts.

(b) This restriction does not apply in designated smoking areas that are enclosed and exhausted directly to the outside and away from air intake ducts, and are maintained under negative pressure (with respect to surrounding spaces) sufficient to contain tobacco smoke within the designated area.

(c) Smoking may also be restricted at doorways and in courtyards under executive branch control in order to protect workers and visitors from environmental tobacco smoke.

(End of clause)

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**WBR 1452.225-80 Evaluation Factor - Cost of Foreign Inspection Service.**



WBR 1452.225-80

Download clause

As prescribed in [WBR 1425.1101](#) insert the following provision:

**EVALUATION FACTOR -- COST OF FOREIGN INSPECTION SERVICE --  
BUREAU OF RECLAMATION (May 2000)**

The Government shall add an evaluation factor in the amount of \$ [Insert dollar value of inspection costs] to all offers which require foreign inspection and therefore result in additional costs to the Government. This evaluation factor will be added to the total price offered in the Schedule for each offer indicating on one of the following certificates that the articles, materials, and supplies are foreign end products: Buy American Act Certificate (FAR 52.225-2); Buy American Act–Free Trade Agreement–Israeli Trade Act Certificate (FAR 52.225-4); or Trade Agreements Certificate (FAR 52.225-6).

(End of provision)

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**WBR 1452.225-82 World Trade Organization Government Procurement Agreement Evaluations -- Bureau of Reclamation.**



WBR 1452.225-82

Download clause

As prescribed in [WBR 1425.1103](#) insert the following provision:

**NOTICE OF WORLD TRADE ORGANIZATION GOVERNMENT PROCUREMENT AGREEMENT  
EVALUATIONS --  
BUREAU OF RECLAMATION (MAY 2005)**

In accordance with the Agreement on Government Procurement, as amended by the Uruguay Round Agreements Act (Pub. L. 103-465), and other trade agreements, FAR Subpart 25.4, World Trade Organization Government Procurement Agreement, applies to Bureau of Reclamation acquisitions. In order to apply trade agreements unique to Reclamation, the contracting officer will (irrespective of any other provision or clause of this solicitation) evaluate acquisitions at or above the dollar thresholds listed in FAR 25.402(b) without regard to the restrictions of the Buy American Act.

(End of provision)

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**WBR 1452.228-82 County Liability Insurance.**



WBR 1452.228-82

Download clause

As prescribed in [WBR 1428.311-2\(a\)](#), insert a clause substantially the same as the following:

**COUNTY LIABILITY INSURANCE -- BUREAU OF RECLAMATION (JUL 1993)**

(a) The Contractor shall procure and furnish to [Insert the name of the affected county] County, in the State of , [Insert the name of the State], comprehensive public liability and property damage insurance naming the county as insured or coinsured. The liability insurance shall be in force prior to commencement of any construction operations being undertaken and shall be maintained in force during the term of the contract.

(b) Insurance amounts. The liability insurance shall be furnished in the following amounts:

(1) Public liability. Each person: \$ [Insert the dollar amounts required by the county] and each accident: \$ [Insert the dollar amounts required by the county].

(2) Property damage. Each accident: \$ [Insert the dollar amounts required by the county], and aggregate: \$ [Insert the dollar amounts required by the county].

(c) Evidence of insurance.

(1) Before beginning work on the county right-of-way, the Contractor shall furnish to the Contracting Officer satisfactory evidence that it has complied with the foregoing requirements for insurance and that the insurance furnished has been accepted by [Insert the name of the affected county] County.

(2) Each policy or certificate evidencing the insurance shall contain an endorsement which provides that the insurance company will notify the Contracting Officer and County 30 days prior to the effective date of any cancellation or termination of the policy or certificate or any modification of the policy or certificate.

(End of clause)

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#### **WBR 1452.228-83 Railroad Insurance.**



WBR 1452.228-83

Download clause

As prescribed in [WBR 1428.311-2\(b\)](#), insert a clause substantially the same as the following:

#### **RAILROAD INSURANCE -- BUREAU OF RECLAMATION (JUL 1993)**

(a) In addition to its regular public liability and property damage insurance, The Contractor shall furnish insurance to the [Insert the name of the affected railroad], naming the railroad as insured or coinsured. The insurance policy shall be written on the Railroad Protective Liability Form, (State or Federal Highway Project), which has been accepted for general use by the Federal Highway Administration, the American Association of State Highway and Transportation Officials, the Association of American Railroads, and representatives of the insurance underwriters. The liability insurance shall be maintained in force until acceptance of all work on the railroad right-of-way.

(b) Insurance amounts. The liability insurance shall be furnished in the following amounts:

(1) Public liability. Each person: \$ [Insert the dollar amounts specified in the railroad crossing agreement], and each accident: \$ [Insert the dollar amounts specified in the railroad crossing agreement]

(End of clause)

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#### **WBR 1452.228-84 Certification of Representatives for Corporate Sureties.**



WBR 1452.228-84

Download clause

As prescribed in [WBR 1428.202](#), insert the following clause:

#### **CERTIFICATION OF REPRESENTATIVES FOR CORPORATE SURETIES -- BUREAU OF RECLAMATION (SEP 1996)**

Each surety company bond, that purports to have been executed by an agent or attorney-in-fact for the corporate surety, shall

- 
- (1) be accompanied by a power of attorney to the signatory agent or attorney-in-fact; and
- (2) the power of attorney or attorney-in-fact shall have been executed by the corporate surety upon a date prior to the date of the execution of the bond; or
- (3) be accompanied by a certification of the sureties to the effect that the power of attorney was in full force and effect upon the date of the bond.

(End of Clause)

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**WBR 1452.231-80 Contractor Reimbursable Travel Costs -- Bureau of Reclamation (May 2000).**



WBR 1452.231-80

Download clause

As prescribed in [WBR 1431.280\(a\)](#), insert the following clause in solicitations and contracts that include contractor reimbursement of travel costs.

**CONTRACTOR REIMBURSABLE TRAVEL COSTS --  
BUREAU OF RECLAMATION (Sept 2003)**

(a) In addition to the requirements of the allowable cost and payment clauses of this contract, claimed costs for transportation, lodging, meals, and incidental expenses are allowable subject to the limitations contained in the following paragraphs.

(b) If this contract is with a commercial organization, Federal Acquisition Regulation (FAR) 31.205-46 governs the allowability of travel costs.

(1) Costs incurred for lodging, meals, and incidental expenses shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the: -- Federal Travel Regulation (FTR), prescribed by the General Services Administration, for travel in the Contiguous United States, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402, Stock No. 022-001-810003-7; (For travel costs incurred after December 31, 1998, the contractor may choose to satisfy the limitation on allowable travel costs by using either the FTR maximum per diem rates and definitions of lodging, meals, and incidental expenses in effect on December 31, 1998, or by using the revised FTR rates and definitions that became effective January 1, 1999; provided however, that the contractor must make one uniform selection for all relevant contracts.)

-- Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, and outlying areas of the United States, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402, Stock No. 908-010-00000-1; or

-- Standardized Regulations (government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in subparagraph (b)(1) above, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402, Stock No. 744-008-00000-0.

(2) Contractors may choose to be compensated for travel by using the Government per diem rate or the actual expenses method. Payment under either method chosen cannot exceed the maximum per diem rate in subparagraph (b)(1) of this clause unless the contractor receives advance approval by the contracting officer under the conditions in FAR 31.205-46(a)(3). Such costs are subject to the limitations stated herein, and the method used must result in a reasonable charge.

(i) If the per diem rate is chosen, the contractor is required to provide receipts for transportation, lodging, and any other expenditures on the contractor's invoice which are in excess of \$75.00.

(ii) If the actual cost method is chosen, the contractor must provide supporting documentation and receipts to support actual costs incurred for all expenditures.

(3) Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business

hours are unallowable except when such accommodations require circuitous routing; require travel during unreasonable hours; involve excessively prolonged travel; result in increased savings that would offset transportation costs; are not reasonably adequate for the physical or medical needs of the traveler; or are not reasonably available to meet mission requirements. Any airfare costs in excess of the above standard must be documented and justified to be allowable.

(c) If this contract is with an educational institution, Office of Management and Budget (OMB) Circular No. A-21, Cost Principles for Educational Institutions, governs the allowability of travel costs.

(1) Costs incurred by employees and officers for lodging, other subsistence, and incidental expenses, shall be considered reasonable and allowable only to the extent such costs do not exceed charges normally allowed by the institution in its regular operations as a result of an institutional policy and the amounts claimed represent reasonable and allocable costs.

(2) Such costs may be charged on an actual basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, results in reasonable charges, and is in accordance with the institution's travel policy and practices consistently applied to all institutional travel activities.

(3) Airfare costs in excess of the lowest available commercial discount airfare or customary standard (coach or equivalent) airfare are unallowable except when such accommodations require circuitous routing; require travel during unreasonable hours; excessively prolong travel; greatly increase the duration of the flight; result in increased cost that would offset transportation savings; or offer accommodations not reasonably adequate for the medical needs of the traveler. In order for airfare costs in excess of the customary standard commercial airfare to be allowable, e.g., use of first-class airfare, the institution must justify and document the applicable condition(s) set forth above.

(d) If this contract is with a State, local, or federally recognized Indian tribal government, Office of management and Budget (OMB) Circular No. A-87 governs the allowability of travel costs.

(1) Travel costs are allowable for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business incident to this contract.

(2) Such costs may be charged on an actual basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip, and results in charges consistent with those normally allowed in like circumstances in nonfederal activities.

(3) The difference in cost between first-class air accommodations and less-than-first-class air accommodations is unallowable except when less-than-first-class air accommodations are not reasonably available.

(e) If this contract is with a nonprofit organization, Office of Management and Budget (OMB) Circular No. A-122 governs the allowability of travel costs.

(1) Travel costs for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business are allowable when they are directly attributable to specific work under the contract or are incurred in the normal course of administration of the organization.

(2) Such costs may be charged on an actual basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used results in charges consistent with those normally allowed by the organization in its regular operations.

(3) The difference in cost between first-class air accommodations and less-than-first-class air accommodations is unallowable except when less-than-first-class air accommodations are not reasonably available to meet necessary mission requirements, such as where less-than-first-class accommodations require circuitous routing; require travel during unreasonable hours; greatly increase the duration of the flight; result in additional costs which would offset the transportation savings; or offer accommodations which are not reasonably adequate for the medical needs of the traveler.

(4) Direct charges for foreign travel costs are allowable only when the travel has received prior approval of the contracting officer. Each separate foreign trip must be approved. For purposes of this clause, foreign travel is defined as any travel outside of Canada and the United States and its outlying areas. However, for an organization located in foreign countries, the term "foreign travel" means travel outside that country.

(f) The contractor is required to make a good faith effort to obtain the lowest possible airfare in accordance with the foregoing applicable paragraph. This effort can be accomplished by a professional travel representative or an employee of the contractor. The contractor should be prepared to defend any contractor-acquired airfare charges if the Government questions invoiced airfare charges as not being the lowest.

(End of clause)

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**WBR 1452.231-81 Equipment Ownership and Operating Expense.**



WBR 1452.231-81

Download clause

As prescribed in [WBR 1431.280\(b\)](#), insert a clause substantially the same as follows unless an advance agreement for equipment usage costs has been entered into with the contractor:

**EQUIPMENT OWNERSHIP AND OPERATING EXPENSE --  
BUREAU OF RECLAMATION (JUL 1998)**

(a) Definitions. "Acquisition cost," as used in this clause means, the Contractor's original purchase price (including sales tax less salvage value) of an item of equipment including any and all accessories and expendable components required for utilization the item of equipment. For used equipment which is reconditioned and recapitalized, "acquisition cost" shall mean the adjusted amount resulting from the recapitalized value of the equipment as determined from the Contractor's accounting records.

"Equipment," as used in this clause, means equipment in sound workable condition at the construction work site, either owned or controlled by the Contractor or its subcontractors at any tier, or obtained from a commercial rental source, and furnished for use under this contract.

"Ownership cost," as used in this clause, means allowances for construction equipment depreciation and cost of facilities capital.

"Operating cost," as used in this clause, means the cost of operating equipment such as operating crew labor, servicing labor and equipment, labor and parts for all repairs and maintenance, fuel, oil, grease, supplies, tire wear and repair.

(b) Policy. Equitable adjustments made in the price of this contract pursuant to the Changes, Differing Site Condition, Suspension of Work, or other clause of the contract, may include allowable ownership and operating costs for equipment. In accordance with FAR 31.105(d), allowable ownership and operating costs for each piece of equipment, or groups of similar serial or series equipment, shall be determined using actual cost data when such data are available from the Contractor's accounting records. When actual costs cannot be so determined or when actual cost data for a specific element of operating cost do not contain costs for individual pieces or types of equipment, the procedures in paragraph (d) of this clause shall be used to determine allowable costs (provided, in the case of operating costs, that the costs are reconciled to the Contractor's total cost for that operating element). For fully depreciated equipment, the procedures in paragraph (e) of this clause shall be used to determine allowable costs.

(c) Required data. In any request made for an equitable adjustment, the Contractor shall furnish to the Contracting Officer --

(1) A complete description of each item of equipment (including all accessory equipment attached thereto) to be used in connection with the work to be performed listing the date of manufacture, date of acquisition, make, model, size, capacity, mounting, and type of power;

(2) Evidence of the acquisition cost of new or used equipment to be used including all available current and historical supporting cost data. If evidence of acquisition cost is not provided by the Contractor or if the data provided are unacceptable to the Contracting Officer, the Contracting Officer may determine the acquisition cost by other appropriate means.

(d) Use of the predetermined rate schedule.

(1) When the Contracting Officer determines that allowable ownership and operating costs cannot be determined from the Contractor's accounting records, the U.S. Army Corps of Engineers pamphlet entitled "Construction Equipment Ownership and Operating Expense Schedule" (Schedule) for the State in which the construction site is located shall be used to calculate ownership and operating rates. Copies of the Schedules can be obtained, free of charge, from the U.S. Army Corps of Engineers, Publications Depot, 2803 52nd Avenue, Hyattsville, MD 20781-1102.

(2) For the purpose of determination of the hourly rates to be applied under this contract, working conditions shall be considered average, unless otherwise determined by the Contracting Officer.

(3) Rates for equipment not listed in the Schedule shall be calculated using the formulas in the Schedule. Alternatively, the Contracting Officer may determine to use rates in the Schedule for equipment comparable to the unlisted equipment, including horsepower and auxiliary features.

(e) Fully depreciated equipment. No depreciation or rental cost shall be allowed on equipment fully depreciated by the Contractor or by any division, subsidiary, parent company, or affiliate under common control. However, a reasonable rate for using fully depreciated equipment may be allowed by the Contracting Officer. Unless otherwise determined by the Contracting Officer, such hourly rate shall not exceed a value computed by multiplying the depreciation rate for the

equipment (as shown in the Schedule table entitled "Construction Equipment Ownership and Operating Expense") by the economic index for the year of equipment manufacture (as shown in the Schedule table entitled "Economic Indexes for Construction Equipment"), divided by the economic index correspondingly with the year the Schedule is published. The year used for the basis of the rates in the Schedule is indicated in the table entitled "Equipment Age Adjustment Factors for Ownership Costs." Idle or standby time will not be paid for fully depreciated equipment.

(f) Idle or standby time. Equipment ownership costs for idle or standby time of equipment not fully depreciated shall be determined as follows:

(1) The allowable rate shall be made at 50 percent of the hourly rate for ownership costs if actual cost data are used. The maximum hours per week allowed shall not exceed 40 hours or the amount of hours regularly worked by the Contractor, whichever is less. No allowance shall be made for Saturdays, Sundays, or holidays, when work is not actually performed.

(2) If actual cost data cannot be determined, the rate shall be computed in accordance with the Schedule.

(3) No costs shall be allowed for time when the equipment would have been otherwise idle or was not in good operating condition.

(4) Periods of time less than 2 hours on which equipment is down for normal and regular servicing and for minor field repair or field maintenance shall be considered by the Contractor to be operating time rather than idle or standby time and such periods shall not be deducted from use or operating time.

(5) No costs are allowable for fully depreciated equipment.

(g) Rental. Allowable costs for renting or leasing of equipment shall be determined in accordance with FAR 31.105(d)(2)(ii) and 31.205-36.

(End of clause)

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#### **WBR 1452.232-80 Limitation of Funds.**



WBR 1452.232-80

#### **Download clause**

As prescribed in [WBR 1432.705-80](#), insert a clause substantially the same as follows. Paragraph (b) of the clause may be revised to identify the work required under the contract, including identification of contract line items, if appropriate. No dollar amounts shall be inserted into paragraph (b) of the clause when it is inserted into solicitations; however, the contracting officer may insert estimated percentages of the total funds to be allotted each fiscal year to indicate anticipated annual levels to offerors. The contracting officer shall insert the amount of actual funds allotted, period of allotment, and anticipated future funding allotments into paragraph (b) of the clause prior to contract award. As additional funds are allotted to the contract, paragraph (b) shall be revised accordingly through use of a contract modification. Under paragraph (d) of the clause, the 60-day notification period may be varied from 30 to 90 days and the 75 percent from 75 to 85 percent, as appropriate.

#### **LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) -- BUREAU OF RECLAMATION (Sept. 2003)**

(a) Pursuant to Section 12 of the Reclamation Project Act of 1939 (43 U.S.C. 388) incremental funding for this contract will be made available in accordance with this clause. This statute permits the Secretary of the Interior to enter into contracts which will cover such periods as the Secretary may consider necessary but in which liability of the United States shall be contingent upon appropriations being made therefore. For purposes of this clause, the term "appropriations" includes the Bureau of Reclamation's subsequent allocation of funds for this contract.

(b) Incremental funding in the amount of \$ \_\_\_\_\_ [Insert amount] is presently available for payment and allotted under this contract for [Insert a description of work required under the contract or identify contract line items, if appropriate]. This present funding allotment is contemplated to cover the work to be performed until \_\_\_\_\_ [Insert date through which funds are allotted]. A schedule for anticipated future funding allotments is as follows. This information is for planning purposes only and may not be fully representative of the funds actually allotted under this contract [Insert percentage of total

contract amount anticipated to be funded for each period when the clause is used in a solicitation; insert anticipated funding amounts for each period when clause is inserted in the contract]:

FISCAL YEAR FUNDING AMOUNT

On award of contract \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

(c) For work identified in paragraph (b) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of specified work for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor shall not be obligated to continue performance of this work beyond that point. The Government shall not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for this work notwithstanding any contrary provisions of the Termination for Convenience of the Government clause of this contract.

(d) Notwithstanding the date specified in paragraph (b) of this clause, the Contractor shall notify the Contracting Officer in writing at least sixty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 75 percent of the total amount then allotted to the contract for performance of work identified in paragraph (b) of this clause. The notification shall state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the work up to the next scheduled date for allotment of funds identified in paragraph (b) of this clause, or to a mutually agreed upon substitute date. The notification shall also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of work funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (b) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer shall terminate any work for which additional funds have not been allotted, pursuant to the Termination for Convenience of the Government clause of this contract.

(e) When additional funds are allotted for continued performance of the work identified in paragraph (b) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (c) through (e) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly through revision of paragraph (b) of this clause. The Contracting Officer is the only person authorized to provide notice, communication, or other form of representation to increase or decrease the amount of funds allotted by the Government to this contract. . If agreement cannot be reached, the Contracting Officer will make a final decision as to the period of contract performance that will be covered by the funds. This decision may be appealed by the Contractor under the Disputes clause of the contract.

(f) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the work identified in paragraph (b) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of work, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(g) The Government may at any time prior to termination allot additional funds for the performance of the work identified in paragraph (b) of this clause.

(h) The termination provisions of this clause do not limit the rights of the Government under the Default clause of this contract. The provisions of this clause are limited to the work and allotment of funds as set forth in paragraph (b) of this clause. This clause is inapplicable once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (e) or (f) of this clause.

(i) Change orders shall not be considered authorization to exceed the amount allotted by the Government as specified in paragraph (b) of this clause unless the amount is increased by inclusion of a statement contained in the change order.

(j) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

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**WBR 1452.232-81 Payment for Mobilization and Preparatory Work.**



WBR 1452.232-81

Download clause

As prescribed in [WBR 1432.111-80](#) insert a clause substantially the same as follows. The solicitation shall state the estimated percent amount associated with the Mobilization and Preparatory Work contract line item. The following clause requires the Contracting Officer to fill-in-the-blanks within subsections (d)(3) and (d)(4), which will vary depending upon the percentage inserted within provision WBR 1452.236-85.

**PAYMENT FOR MOBILIZATION AND PREPARATORY WORK -- BUREAU OF RECLAMATION (MAY 2000)**

(a) General. Payment for the Mobilization and Preparatory Work line item of the schedule will be made as reflected herein. To the extent that this line item exceeds the percentage of total contract pricing as estimated by the Contracting Officer in WBR 1452.236-85, Instruction for Mobilization and Preparatory Work Schedule Line Item, payment will be made as reflected in Section (d)(5) below. Reclamation will make payment to the Contractor in accordance with this clause for operations including, but not limited to, those necessary for --

- (1) Movement of personnel, equipment, supplies, and incidentals to the project site;
- (2) The establishment of offices, buildings, plants and other facilities, at the site (excludes temporary buildings (e.g. storage sheds, shops, offices) and utilities listed in the Operations and Storage Areas clause of this contract;
- (3) Payment of premiums for project bonds and insurance; and
- (4) Other work and operations which must be performed or costs incurred incident to the initiation of meaningful work at the site and for which the contract does not otherwise provide for payment.

(b) Facilities and equipment covered by mobilization work.

(1) All facilities, plant, and equipment which are established at, or brought to, the site shall be deemed to be subject to the provisions of this paragraph unless the Contracting Officer specifically provides other written authorization for a particular item or items.

(2) The Contractor shall be solely responsible for the adequacy, efficiency, use, protection, maintenance, repair, and preservation of all facilities, plant, and equipment on site.

(3) The facilities, plant, and equipment covered by this paragraph shall not be dismantled or removed from the site prior to completion of the work under the contract without the written authorization of the Contracting Officer.

(c) Termination for default. Should the Contractor be terminated for default as provided by the Default clause of this contract --

(1) All facilities, plant, and equipment on the site shall be subject to the Government's right to take possession of and utilize such items for the purpose of completing the work;

(2) The Contractor shall provide evidence of encumbrances, liens, or other security interests, to the Contracting Officer; and

(3) Any encumbrance, lien, or other security interest on such facilities, plant, or equipment shall be subordinated to the Government's rights under the Default clause of this contract to utilize all facilities, plant, and equipment to complete the work under the contract.

(d) Payment. Payment for mobilization and preparatory work under paragraph (a) of this clause shall be made at the contractor lump-sum price for this item as contained in the Schedule. Progress payments for mobilization and preparatory work shall be made as follows --

(1) In accordance with paragraph (g) of the Payments under Fixed Price Construction Contracts clause of this contract and upon submission of a proper invoice, the Government will reimburse the Contractor for the total amount of premiums paid for performance and payment bonds as required by the Performance and Payment Bond Requirements clause of this contract and for any insurance which is specified as payable by the Government under this contract.

(2) Except as provided in (d)(1) above, progress payments for mobilization and preparatory work shall not be considered a separate division of work for the purposes of progress payments and shall be subject to retainage before payment of the total amount for this contract line item.

(3) When progress payments totaling percent of the total original contract amount have been made by the Government for all other work accomplished under the contract, the Government shall pay the Contractor percent of the mobilization and preparatory work contract line item amount or percent of the total original contract amount (whichever is the lower) exclusive of any payment already made to the Contractor for performance and payment bond premiums and specified insurance under subparagraph (d)..(4) When progress payments totaling \_\_\_ percent of the total original contract amount have been made by the Government for all other work accomplished under the contract, the balance of the amount for the mobilization and preparatory work contract line item or \_\_\_ percent of the total original contract amount (whichever is the lower) shall be paid to the contractor.

(5) If the contract amount for mobilization and preparatory work exceeds the total of the payments allowed under (3) and (4) above, the balance shall be paid when the contract work is substantially complete as determined by the Contracting Officer.

(End of Clause)

Alternate I (MAY 2000) When the contract specification contains a paragraph entitled "Construction Program," substitute the following paragraphs (a) and (d)(4) for paragraphs (a) and (d)(4) of the basic clause:

(a) General. Payment for the Mobilization and Preparatory Work line item of the schedule will be made as reflected herein. To the extent that this line item exceeds the percentage of total contract pricing as estimated by the Contracting Officer in WBR 1452.236-85, Instruction for Mobilization and Preparatory Work Schedule Line Item, payment will be made as reflected in Section (d)(5) below. Reclamation will make payment to the Contractor in accordance with this clause for operations including, but not limited to, those necessary for --

- (1) Movement of personnel, equipment, supplies, and incidentals to the project site;
- (2) The establishment of offices, buildings, plants and other facilities, at the site (excludes temporary buildings (e.g. storage sheds, shops, offices) and utilities listed in the Operations and Storage Areas clause of this contract;
- (3) Payment of premiums for project bonds and insurance; and
- (4) Other work and operations which must be performed or costs incurred incident to the initiation of meaningful work at the site and for which the contract does not otherwise provide for payment.
- (5) Approved detailed logic diagram(s) and the baseline schedule.

(d)..(4) When progress payments totaling \_\_\_ percent of the total original contract amount have been made by the Government for all other work accomplished under the contract and upon approval of the detailed logic diagram(s) and baseline schedule, the balance of the amount for the mobilization and preparatory work contract line item or \_\_\_ percent of the total original contract amount (whichever is the lower) shall be paid to the contractor.

Alternate II (JUN 2002) When the solicitation or contract contains multiple schedules with mobilization and preparatory work on more than one schedule, substitute the following paragraphs (d)(3), (4), and (5) for paragraphs (d)(3), (4), and (5) of the basic clause:

(d)..(3) When progress payments totaling percent of the total original schedule amount on a schedule have been made by the Government for all other work accomplished under that schedule, the Government shall pay the Contractor percent of the mobilization and preparatory work schedule line item amount or percent of the total original schedule amount (whichever is the lower) exclusive of any payment already made to the Contractor for performance and payment bond premiums and specified insurance under subparagraph (d)(1) of this clause.

(4) When progress payments totaling \_\_\_ percent of the total original schedule amount on a schedule have been made by the Government for all other work accomplished under the schedule, the balance of the amount for the mobilization and preparatory work schedule line item or \_\_\_ percent of the total original schedule amount (whichever is the lower) shall be paid to the contractor.

(5) If the schedule amount for mobilization and preparatory work on a schedule exceeds the total of the payments allowed under (3) and (4) above, the balance shall be paid when the schedule work is substantially complete as determined by the Contracting Officer.

Alternate III (JUN 2002) When the solicitation or contract contains a paragraph entitled "Construction Program" and multiple schedules with mobilization and preparatory work on more than one schedule, substitute the following paragraphs (a) and (d)(3), (4), and (5) for paragraphs (a) and (d)(3), (4), and (5) of the basic clause:

(a) General. Payment for the Mobilization and Preparatory Work line items of the schedules will be made as reflected herein. To the extent that this line item exceeds the percentages of total schedule pricing as estimated by the Contracting Officer in

WBR 1452.236-85, Alternate I, Instruction for Mobilization and Preparatory Work Schedule Line Item, payment will be made as reflected in Section (d)(3), (4) and (5) below. Reclamation will make payment to the Contractor in accordance with this clause for operations including, but not limited to, those necessary for --

- (1) Movement of personnel, equipment, supplies, and incidentals to the project site;
- (2) The establishment of offices, buildings, plants and other facilities, at the site (excludes temporary buildings (e.g. storage sheds, shops, offices) and utilities listed in the Operations and Storage Areas clause of this contract;
- (3) Payment of premiums for project bonds and insurance; and
- (4) Other work and operations which must be performed or costs incurred incident to the initiation of meaningful work at the site and for which the contract does not otherwise provide for payment.
- (5) Approved detailed logic diagram(s) and the baseline schedule.

(d)..(3) When progress payments totaling \_\_\_ percent of the total original schedule amount on a schedule have been made by the Government for all other work accomplished under that schedule, the Government shall pay the Contractor \_\_\_ percent of the mobilization and preparatory work schedule line item amount or \_\_\_ percent of the total original schedule amount (whichever is the lower) exclusive of any payment already made to the Contractor for performance and payment bond premiums and specified insurance under subparagraph (d)(1) of this clause.

(4) When progress payments totaling \_\_\_ percent of the total original schedule amount on a schedule have been made by the Government for all other work accomplished under the schedule and upon approval of the detailed logic diagram(s) and baseline schedule, the balance of the amount for the mobilization and preparatory work schedule line item or \_\_\_ percent of the total original schedule amount (whichever is the lower) shall be paid to the contractor.

(5) If the schedule amount for mobilization and preparatory work on a schedule exceeds the total of the payments allowed under (3) and (4) above, the balance shall be paid when the schedule work is substantially complete as determined by the Contracting Officer.

(End of Clause)

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#### **WBR 1452.232-82 Other Invoice Requirements.**



WBR 1452.232-82

Download clause

As prescribed in [WBR 1432.908-80\(a\)](#), insert a clause substantially as follows:

#### **OTHER INVOICE REQUIREMENTS -- BUREAU OF RECLAMATION (JUL 1998)**

(a) As permitted by subparagraph (a)(2)(xi) of the Prompt Payment for Construction Contracts clause of this contract, to constitute a proper invoice the Contractor shall submit the update reports required by the "Construction Program" paragraph of the contract specification with each request for payment under the contract.

(b) No payment shall be authorized for work performed out of sequence. If work is performed in violation of the sequence shown on the approved logic diagram(s), but is performed in a logical sequence and in compliance with the contract requirements, the current approved logic diagram(s) shall be updated to correct the out of sequence condition, thereby allowing approval of payment. Progress payments for incomplete activities shall be approved only if the activity's original duration exceeds 15 workdays or 20 shifts and the activity is in process at the end of the billing period, or if the estimated earnings for the activity exceed \$1,000.

(End of clause)

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**WBR 1452.232-83 Payment for Technical Data.**



WBR 1452.232-83

Download clause

As prescribed in [WBR 1432.908-80\(b\)](#) insert the following clause:

**PAYMENT FOR TECHNICAL DATA -- BUREAU OF RECLAMATION (DEC 1994)**

The Contracting Officer shall retain from progress, or other payments made under this contract, \_\_\_\_ [Insert percentage to be retained] percent of the amount in the Schedule for contract line item no. \_\_\_\_\_ [Insert line item number(s) for technical data] until such time as the Contracting Officer provides final acceptance of the line item(s).

(End of clause)

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**WBR 1452.233-81 CLAIMS ACCOUNTING.**



WBR 1452.233-81

Download clause

As prescribed at [WBR 1433.215-80](#) insert the following clause:

**CLAIMS ACCOUNTING -- BUREAU OF RECLAMATION (JUL 1993)**

The Contractor shall maintain separate accounting records substantially the same as prescribed under the Change Order Accounting Clause at FAR 52.243-6 on any claim for adjustment of contract price that may exceed \$50,000 under this contract.

(End of clause)

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**WBR 1452.233.82 Notice of Proposed Partnering.**



WBR 1452.233-82

Download clause

As prescribed in [WBR 1433.215-80\(b\)](#), insert the following provisions in solicitations and contracts when the potential use of Partnering is determined to be in the best interest of the Government.

**NOTICE OF PROPOSED PARTNERING -- BUREAU OF RECLAMATION (MAY 1994)**

Reclamation policy is to try to resolve all contractual issues in controversy by mutual agreement through the use of an appropriate alternative disputes resolution process. Thus to most effectively complete the work required under the future contract, the Bureau of Reclamation proposes to mutually form a voluntary Partnering arrangement with the Contractor. This bilateral relationship would strive for mutual trust, dedication to common goals, and a understanding of each other's individual expectations and values. The expected benefits would include improved efficiency, cost effectiveness and innovation between all parties to ensure a quality deliverable that is completed on time and within budget. Any cost associated with implementing this Partnering arrangement will be agreed to by both parties and will be shared equally, with no change in contract price. Additional information on Partnering and suggested implementation procedures are contained in the Bureau of Reclamation "Partnering" guide book, that is available from the contracting officer.

(End of provision)

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#### **WBR 1452.236-8 Other contracts.**



WBR 1452.236-8

Download clause

As prescribed in [WBR 1436.508](#), the clause at FAR 52.236-8, Other Contracts, shall be modified before insertion into solicitations or contracts by (a) changing the title of the clause to read "Other Contracts (APR 1984) (DEVIATION)"; and (b) adding the following sentence to the end of the clause; "The following other contract work is anticipated to be performed at or near the site of this contract; [Insert description of work specification or solicitation number of other work to be performed]."

#### **WBR 1452.236-8 Other contracts.**

As prescribed in WBR 1436.508, the clause at FAR 52.236-8, Other Contracts, shall be modified before insertion into solicitations or contracts by --

- (a) Changing the title of the clause to read "Other Contracts (APR 1984) (DEVIATION)"; and
- (b) Adding the following sentence to the end of the clause; "The following other contract work is anticipated to be performed at or near the site of this contract; [Insert description of work specification or solicitation number of other work to be performed]."

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#### **WBR 1452.236-80 Restriction on Submission and Use of Equal Products.**



WBR 1452.236-80

Download clause

As prescribed in [WBR 1411.105\(b\)](#), insert the following clause in solicitations and contracts for construction when a "brand name" only product has been approved for use under FAR 11.105.

**RESTRICTION ON SUBMISSION AND USE OF EQUAL PRODUCTS -- BUREAU OF RECLAMATION (APR 1992)**

Notwithstanding the "Material and Workmanship" clause of this contract, or any other contractual provision, "or equal" products will not be considered for : the following "brand name" products ... [Insert the brand name product(s) or indicate how brand name products are identified in the specification].

(End of clause)

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### **WBR 1452.236-81 Services of Erecting Engineers.**



WBR 1452.236-81

Download clause

As prescribed in part [WBR 1436.508-80\(a\)](#), insert the following clause:

#### **SERVICES OF ERECTING ENGINEERS --BUREAU OF RECLAMATION (Sept. 2003)**

(a) Requirement. The Contracting Officer may direct the Contractor to furnish one or more competent erecting engineers.

(b) Responsibility.

(1) Erecting engineers shall:

(i) Be fluent in speaking the English language;

(ii) Supervise and be responsible for erecting, starting, and operating the equipment until field tests are completed;

(iii) Fully cooperate with the erection contractor performing under other contracts; and

(iv) Coordinate work and operations with the program office and the Contracting Officer or authorized representative in charge of the erection.

(2) Erecting engineers shall not be responsible for defects in installation for the equipment due to refusal or failure of the erection contractor to follow reasonable instructions of the erecting engineer.

(c) Payment.

(1) Regular Hours. Payments made to the contractor for erecting engineer services shall:

(i) Be made at the rate offered in the bidding schedule per calendar day (including Saturdays, Sundays, and national legal holidays);

(ii) Be permitted if normal erection supervision is performed concurrently with the making of corrections for contractor errors;

(iii) Be made at the daily rate for a 40-hour workweek covering a 7-day period beginning with the erecting engineer's first working date at the site;

(iv) Cover services at the site of erection up to and including 40 hours per week, regardless of the hours worked per day or the days during which such services are performed;

(v) Include all costs for travel and per diem while the Contractor is at the site;

(vi) Not include travel time to and from the job site; and

(vii) Not be made for any period of 1 or more full calendar days which the erecting engineer spent correcting contractor errors (such corrections are the responsibility of the contractor and for payment purposes shall be deducted from the total time the erecting engineer is at the construction site).

(2) Overtime Hours. Payments made to the contractor for the overtime services of an erecting engineer shall:

(i) Be permitted only if in excess of 40 hours during a workweek as defined in subparagraph (c)(1)(iii) above;

(ii) Only be allowable if ordered by the Contracting Officer or authorized representative;

(iii) Only be paid at the overtime rate per hour offered in the bidding schedule for each erecting engineer; and

(iv) Be the same for all days, including Saturdays, Sundays, and national legal holidays.

(3) Traveling expenses.

(i) Payment on a cost-reimbursement basis can be made to the contractor for costs incurred for lodging and meals and incidental expenses, for travel from the Contractor's facility to the job site at the beginning of work and return from the job

site to the Contractor's facility at the completion of the work, in accordance with the Contractor Reimbursable Travel Costs -- Bureau of Reclamation, clause of this contract.

(ii) Payment will not be made to the Contractor for:

(A) Personal expenses while in route or at the job site; or

(B) Fare and transportation expenses outside the Contiguous United States unless approved in writing by the Contracting Officer.

(End of clause)

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#### **WBR 1452.236-83 Subcontract Award Procedures - Architect-Engineer (A/E) Contracts.**



WBR 1452.236-83

Download clause

As prescribed in [WBR 1436.609-80\(b\)](#), insert the following clause:

#### **SUBCONTRACT AWARD PROCEDURES -- ARCHITECT-ENGINEER (A/E) CONTRACTS -- BUREAU OF RECLAMATION (SEP 1995)**

Under A/E contracts awarded under FAR Subpart 36.6 and funded under the authority of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the contractor and subcontractors shall select subcontracts for program management, construction management, architectural and engineering, surveying and mapping, and related services in accordance with Title IX of the Federal Property and Administrative Services Act of 1949.

(End of clause)

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#### **WBR 1452.236-84 Preservation of Cultural Resources.**



WBR 1452.236-84

Download clause

As prescribed in [WBR 1436.508-80\(h\)](#), insert the following clause. When the Contracting Officer is first notified of a cultural resources discovery, he/she shall immediately notify the appropriate cultural resources professional.

#### **PRESERVATION OF CULTURAL RESOURCES – BUREAU OF RECLAMATION (FEB 2000)**

(a) General. Federal legislation provides for the protection and preservation of cultural resources that may be impacted or altered as a result of any Federal project, activity, or program or federally licensed or assisted project, activity, or program.

(b) Discovery of Resources. Should the Contractor, or any of the Contractor's employees, subcontractors, or parties operating or associated with the Contractor, in the performance of this contract discover evidence of possible cultural resources, the Contractor shall immediately cease work at that location and provide oral notification to the Contracting Officer, giving location and nature of the findings. The Contractor shall forward a written report of findings to the Contracting Officer within 48 hours.

(i) If a cultural resource is determined by Reclamation to be a Native American cultural item, then the Contractor shall cease the activity in the area of the discovery, make a reasonable effort to protect the items discovered, and wait for written approval from the Contracting Officer before resuming activity. This requirement is prescribed under the Native American Graves Protection and Repatriation Act (NAGPRA). Many States have "burial laws" that apply to non-Federal and non-Indian lands; the Contractor is responsible for complying with applicable state law when operating on non-Federal and non-Indian lands.

(ii) If the discovery occurs on tribal lands, the Contractor shall immediately orally notify the responsible tribal official and the Contracting Officer and follow with written confirmation within 2 days to the responsible tribal official and the Contracting Officer. (The Reclamation office will supply the name and phone number of the tribal official. This information also can be obtained at <http://web.cast.uark.edu/other/nps/nacd>.)

(iii) The Contractor shall exercise care so as not to disturb or damage any cultural resources discovered during the execution of this contract, and shall provide such cooperation and assistance as may be necessary to preserve the findings for removal or other disposition by Reclamation. The Contractor shall not resume work in the area of a discovery until written notice to proceed is received from the Contracting Officer.

(c) Destruction of Archaeological Resources. Any person who excavates, removes, damages, alters or defaces or attempts to excavate, remove, damage, or otherwise alter or deface any archaeological resource located on public lands or Indian lands is subject to a maximum of five years in prison and \$250,000 fine, as prescribed under Sections 6 and 7 of the Archaeological Resources Protection Act. State law may provide other penalties on non-Federal lands.

(d) Approval of Use Areas and Borrow Sources. If the Contractor proposes to use a location other than an approved location (approved locations to be provided by the Contracting Officer), the location(s) must first be approved for use by the Contracting Officer. When considering an unapproved use area or borrow source, the Contractor shall submit a map showing the location to the Contracting Officer at least 45 calendar days in advance of any proposed use. The Contractor or his subcontractors shall take no action to use or alter the proposed location until written approval is provided by the Contracting Officer.

(e) Compensation for Delays. Where appropriate by reason of discovery, the Contracting Officer may order changes in the schedule or work. If such delays or changes are ordered, any equitable adjustment under the contract will be provided in accordance with the applicable clauses of the contract.

(f) Subcontractors. The Contractor shall insert this clause in all subcontracts that involve performance of work on job site terrain.

(g) Cost. Except as provided in subsection e above, the cost of complying with this contract clause shall be included in the prices offered in the schedule for other items of work.

(h) Government Access. The Contractor's arrangement with landowners shall permit the Government or its representatives access to the land to identify cultural resources and conduct appropriate inspections during the Contractor's use of the area or during material procurement.

(i) Definitions.

(i) "Cultural items" as defined by NAGPRA include Native American human remains, funerary objects, sacred objects, and objects of cultural patrimony.

(ii) "Cultural resources" is a broad term that includes prehistoric, historic, architectural, and traditional cultural properties; specific items include, but are not limited to, human skeletal remains, archaeological artifacts, records, and material remains related to such properties.

(iii) "Funerary objects" means Native American items that, as part of the death rite or ceremony of a culture, are reasonably believed to have been placed intentionally at the time of death or later with or near individual human remains.

(iv) "Human remains" means the physical remains of the body of a person.

(v) "Native American" means of, or relating to, a tribe, people, or culture that is indigenous to the United States.

(vi) "Sacred objects" means Native American items that are specific ceremonial objects needed by traditional Native American religious leaders for the practice of traditional Native American religions by their present-day adherents. These items are specifically limited to objects that were devoted to a traditional Native American religious ceremony or ritual and which have religious significance or function in the continued observance or renewal of such ceremony.

(vii) "Objects of cultural patrimony" means Native American items having ongoing historical, traditional, or cultural importance central to the Indian tribe or Native Hawaiian organization itself, rather than property owned by an individual tribal or organization member. These objects are of such central importance that they may not be alienated, appropriated, or conveyed by any individual tribal or organization member.

(End of clause)

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**WBR 1452.236-85 Instruction for Mobilization and Preparatory Work Schedule Line Item.**



WBR 1452.236-85

Download clause

As prescribed in [WBR 1436.508-80\(i\)](#), insert a provision substantially the same as reflected herein. The Contracting Officer shall include the fill-in-the-blank percentage resulting from the ratio of the estimated amount for Mobilization and Preparatory Work to the total estimated amount for the contract.

**INSTRUCTION FOR MOBILIZATION AND PREPARATORY WORK SCHEDULE LINE ITEM -- BUREAU OF RECLAMATION (MAY 2000)**

The Contracting Officer estimates that the Section B Mobilization and Preparatory Work schedule line item should not exceed \_\_\_\_\_ percent of the total bid price. Your attention is directed to contract clause WBR 1452.232-81 Payment for Mobilization and Preparatory Work, which reflects how the Government will pay for this line item, including how payment will be made when the price bid for this schedule line item is higher than the percentage stated herein.  
(End of provision)

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**WBR 1452.236-86 Instruction for Mobilization and Preparatory Work Schedule Line Item - Multiple Schedules.**



WBR 1452.236-86

Download clause

As prescribed in [WBR 1436.508-80\(j\)](#), insert a provision substantially the same as reflected herein. The Contracting Officer shall include the fill-in-the-blank percentages resulting from the ratio of the estimated amount for Mobilization and Preparatory Work for each schedule to the total estimated amount for that schedule.

**INSTRUCTION FOR MOBILIZATION AND PREPARATORY WORK SCHEDULE LINE ITEM -- MULTIPLE SCHEDULES - BUREAU OF RECLAMATION (JUN 2002)**

The Contracting Officer estimates that the Section B Mobilization and Preparatory Work line items for the following schedules should not exceed the specified percentages of the total bid prices for those schedules: Schedule A - percent; Schedule B - percent. [Insert additional schedules and percentages as required.] Your attention is directed to contract clause WBR 1452.232-81 Payment for Mobilization and Preparatory Work, Alternate II or III, which reflects how the Government will pay for these line items, including how payment will be made when the prices bid for these schedule line items are higher than the percentages stated herein.  
(End of provision)

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**WBR 1452.237-80 Security Requirements.**



WBR 1452.237-80

Download clause

As prescribed in [WBR 1437.8103\(a\)](#), insert the following clause.

## **SECURITY REQUIREMENTS – BUREAU OF RECLAMATION (OCTOBER, 2006)**

### **(a) General Security Requirements:**

(1) This clause addresses security requirements, including general procedural requirements, information security requirements, contractor employee suitability requirements, identification card requirements, site security requirements, and information technology security requirements. Within this clause, COR means Contracting Officer's Representative. If there is no COR appointed and identified to the Contractor, the term instead will mean the Program Manager or any other authorized individual responsible for technical oversight under the contract. "Work site" means the Government facility, office, construction site, and any other area within the Government office or facility that the Contractor must access to accomplish work under this contract.

(2) The work performed under this contract shall only be accomplished by individuals (in the employment of the Contractor or any subcontractors) whose conduct and behavior is consistent with the efficiency of the Federal Service and the requirements of this contract, and who are acceptable to the CO. If Reclamation finds a Contractor employee to be unsuitable or unfit for his or her assigned duties, the CO will direct the Contractor to remove the individual from the contract and access to the Federal facility at which the contract activities are occurring.

(3) The Contractor's employees governed by this contract may need access to sensitive information and/or may need access to designated Controlled Access Areas (CAAs). The Federal Government (Government) reserves the right, in its sole discretion, to determine suitability of Contractor personnel and deny access to any sensitive information or project specific area to any personnel for any cause.

(4) The Contractor is responsible for informing and ensuring compliance by its employees with any applicable security procedures of the Government facility where work may be performed under this contract.

(5) Any Contractor employee that will have access to a Federally-controlled facility or information system will be required to have a Government-issued identification card, consisting of either a Personal Identity Verification (PIV) Card, a temporary identification card, or a visitor badge. During performance of the contract, the Contractor shall keep the COR apprised of any changes in personnel, or changes in personnel access or duration, to ensure that performance is not delayed by compliance with credentialing processes.

(6) A Contractor employee will not be provided access to a Government facility or information system until a Government PIV Card, temporary identification card, or visitor identification badge has been issued to the Contractor employee. For those individuals that will be receiving a PIV Card, the Government may, at its discretion, issue a temporary identification card or visitor identification badge after the background investigation forms have been received and the investigation is initiated.

(7) All Contractor employees shall access the facility via the facility's entry screening system and visibly display the Government-issued PIV Card, temporary identification card, or visitor

identification badge at all times. Contractor employees must visibly wear the Government-issued identification card at all times they are on Government facilities. Contractor employees are responsible for the safekeeping of all Government-issued identification cards, whether on-site or off-site. Cards that have been lost, damaged, or stolen must be reported to the COR within 24 hours. The Contractor shall return all identification cards and card keys and any other Government property and information upon completion of performance or when personnel depart permanently or for a period of 7 days or more. The Contractor may be required to turn in access control cards or identification cards on a daily basis.

(8) Misuse or loss of access control or identification cards, or failure to comply with required surrender of such cards may, at Government discretion, result in Contractor personnel being denied access to the work site, at no cost to Government. The Contractor may be charged up to \$500 for each occurrence for any required replacement of Government-issued access control or identification cards due to loss or misuse. At the end of contract performance, or when a Contractor employee is no longer working under this contract, the Contractor shall ensure that all access control and identification cards are returned to the COR.

(9) All Contractor personnel, including subcontractor personnel, with access to the work site shall be U.S. citizens or foreign individuals legally residing in, or legally admitted to, the U.S. At the direction of the COR, the Contractor shall provide to the COR, in writing, the name and nationality of all non-U.S. citizens working under this contract. For those individuals with access to the work site, the Contractor shall also provide documentation that the foreign individual is legally residing in, or has been legally admitted to, the U.S.

(10) The Contractor shall report all contacts with entities, individuals, and counsel/representatives (including foreign entities and foreign nationals) who seek in any way to obtain unauthorized access to sensitive information or areas. The Contractor shall report any violations of contract provisions, laws, executive orders, regulations, and guidance to the CO. The Contractor shall report any information raising a doubt as to whether an individual's eligibility for continued employment or access to sensitive information is consistent with the interests of National Security and the Public Trust.

(11) Unsanctioned, negligent, or willful inappropriate action on the part of the Contractor (or its employees) may result in termination of the contract or removal of some Contractor employees from Reclamation facilities at no cost to the Government. These actions include, but are not limited to, exploration of a sensitive system and/or information, introduction of unauthorized and/or malicious software, or failure to follow prescribed access control policies and/or security procedures. Failure to comply with Reclamation policies, procedures, or other published security requirements may result in termination of the contract or removal of some contracted employees from Reclamation buildings and/or facilities at no cost to the Government.

(12) All provisions of this clause shall equally apply to all subcontractors. The Contractor shall incorporate the substance of this clause in all subcontracts.

(13) These security requirements apply to all sections of this Contract including Contract Drawings and other Contract Specifications as applicable. Related documents include other general provisions of Construction or Operations and Maintenance type Contracts, including FAR clauses by reference or as amended by related documents.

**(b) Information Security Requirements.**

(1) The term "sensitive information" means any information which warrants a degree of protection and administrative control as defined by Reclamation or that meets the criteria for exemption from public disclosure set forth under Sections 552 and 552a of Title 5, United States Code: the

Freedom of Information Act and the Privacy Act. Sensitive information is generally categorized as FOR OFFICIAL USE ONLY (FOUO) information, but in some cases may include other unclassified information. (The protection of National Classified information is beyond the scope of this clause. If any work on Classified information is required under this contract, it is addressed under other contract clauses.) The Contractor shall protect this type of information from unauthorized release into public domain, or to unauthorized persons, organizations, or subcontractors. Information which, either alone or in aggregate, is deemed sensitive by Reclamation shall be handled and protected in accordance with Reclamation Directives and Standards for Identifying and Safeguarding FOR OFFICIAL USE ONLY (FOUO) Information, which is available at <http://www.usbr.gov/recman/DandS.html#sle>.

(2) Any Government-furnished information/material does not become the property of the Contractor and may be withdrawn at any time. Upon expiration of the contract, all documents released to the Contractor and any material created using data from such documents shall be returned to the COR for final disposition. Only with prior authorization from the CO may the Contractor retain the material. The Contractor or subcontractor shall not disclose or release the materials provided to the Contractor to any individuals of the Contractor's organization not directly engaged in providing services under the contract or that do not have a valid need-to-know. All technical data provided to the Contractor by the Government shall be protected from public or private disclosure in accordance with the markings printed on them. All other information relating to the items to be delivered or the services to be performed under this contract shall not be disclosed by any means without prior approval of the CO. Prohibited dissemination or disclosure includes, but is not limited to: permitting access to such information by foreign nationals or by immigrant aliens who may be employed by the Contractor, publication of technical or scientific papers, advertising, and disclosure to Contractor staff not investigated and deemed acceptable at the appropriate contract/information sensitivity level, or any other proposed public release. The Contractor shall maintain, and furnish upon demand of the CO, records of the names of individuals who have access to sensitive material in its custody. All questions regarding information security, access, and control shall be referred to the COR.

(3) The Contractor shall not release to anyone outside the Contractor's organization any sensitive, or otherwise protected information, regardless of medium in which it is contained (for example, film, tape, document, electronic), pertaining to any part of this contract or any Reclamation program or activity, unless the CO has given prior written approval. This includes, but is not limited to, news releases, marketing promotions, articles, interviews, reports, and any other media releases. Requests for approval shall identify the specific information to be released, the medium to be used, the purpose for the release, and a description of the need-to-know. The Contractor shall submit its request to the CO before the proposed date for release. Subcontractors shall submit requests for authorization to release through the prime Contractor to the CO.

(4) The Contractor shall notify the COR immediately when known or suspected loss/compromise of sensitive information or other documents, notes, drawings, sketches, reports, photographs, exposed film or similar information which may affect the security interests of Government has occurred. This requirement extends to employees and other personnel working on behalf of the Contractor, and expands responsibility to include prompt reporting of security issues, including observed or subsequently discovered efforts by unauthorized persons to gain unauthorized access to sensitive information.

**(c) Contractor Employee Suitability and Issuance of Government Identification Cards:**

(1) Performance of this contract requires Contractor personnel to have a Federal Government-issued Personal Identification Verification (PIV) Card before being allowed unsupervised access to a Federally-controlled facility or information system.

(2) At the Government's sole discretion, the Government may issue a temporary identification card or visitor identification badge, in lieu of a PIV Card, under one of the following conditions:

(i) The individual will only be associated with Reclamation for a period of 180 days or less, will not have access to sensitive information, and any access to a Controlled Access Area or Federal-controlled information system will be fully supervised. The 180 calendar day period begins on the first day of the individual's affiliation with Reclamation (in this case, the date that the individual's contract performance begins) and ends exactly 180 days later, regardless of the number of times the individual actually accesses a Government facility or information system.

(ii) The individual will only have sporadic access to Federal facilities and information systems, will not have access to sensitive information, and any access to a Reclamation Controlled Access Area or Federal-controlled information system will be fully supervised.

(iii) The individual will work exclusively outdoors, will not have access to sensitive information, and any access to a Reclamation Controlled Access Area or Federal-controlled information system will be fully supervised.

(iv) In paragraphs (i) through (iii), supervised access means the individual's access to, and movement within, a facility is monitored and controlled sufficiently to prevent access to any unauthorized areas, equipment, or information; and the individual's access to an information system is monitored and controlled sufficiently to ensure appropriate use of the system and information, and to prevent access to any unauthorized systems or information. Supervision must be performed by an individual with an active Government-issued PIV Card.

(3) The Contractor shall furnish to the COR an alphabetical list of contract personnel, to include subcontractors, who will require access to a Government facility or information system. The list shall provide the full name, social security number, date of birth, place of birth, purpose or job title, and the estimated duration of access. If the Contractor believes an individual should be issued a temporary identification card or visitor identification badge in lieu of a PIV Card based on the conditions in paragraph (4), then the Contractor must also submit a sufficient written justification as to why the specific individual or individuals will not need a PIV Card. The Contractor shall provide this information before the start of contract performance, or before the start of an individual's performance when there is a change or addition of personnel, with sufficient time to ensure that performance is not delayed by compliance with credentialing processes.

(4) Any contract employees that will be issued a temporary identification card or visitor identification badge, in lieu of a PIV Card, at the Government's sole discretion, will be subject to the following credentialing procedures:

*[Insert any local identification card or visitor badge issuance procedures that will be used, such as those used at the Denver Federal Center or in Federal Buildings.]*

(5) Any contract employees that will be issued a PIV Card will be subject to the following credentialing procedures:

(i) For Contractor employees needing a PIV Card, as determined by the Government, the CO or COR will provide the appropriate background investigation forms to the Contractor, or initiate the electronic background investigation process, and give the Contractor instructions for completing the background investigation, fingerprinting, and PIV Card process. After the background investigation forms are completed, each Contractor employee shall be required to appear in person before a Government PIV Registrar to submit the background investigation forms, have personal identity verification documents verified, have a photograph taken, and sign the PIV Card Request Form. The Contractor must make its personnel available at the place and time specified by the COR in order to initiate this process. The following forms shall be used to initiate the background investigation and PIV process: OPM Standard Form 85, 85P, or 86; OF 306; Fingerprint Card FD-258; Fair Credit Reporting Act Authorization Form; and PIV Card Request Form (paper or web-based).

(ii) The cost of completing and submitting the above forms, including any charges for obtaining fingerprints, shall be borne by the Contractor. The cost of the background investigation shall be borne by Reclamation.

(iii) Contractor employees are required to give, and to authorize others to give, full, frank, and truthful answers to relevant and material questions needed to reach a suitability determination. Refusal or failure to furnish or authorize provision of information may constitute grounds for denial or revocation of credentials. Government personnel may contact the Contractor personnel being investigated in person, by telephone, or in writing, and the Contractor agrees to make them available for such contact.

(iv) For each Contractor employee that will be issued a PIV Card, the Government will conduct a background investigation. The level of background investigation for each Contractor employee will be determined by the Government based on the risk and sensitivity levels as described in Reclamation's Personnel Security and Suitability Directives and Standards," SLE 01-01, which is available at <http://www.usbr.gov/recman/DandS.html#sle>. At a minimum, each Contractor employee that will be issued a PIV Card will receive a National Agency Check with Written Inquiries (NACI) Background Investigation. The minimum standards which will be used in suitability determinations are contained in the DOI Departmental Manual Part 441, Chapter 5, which is available at [http://elips.doi.gov/app\\_dm/act\\_getfiles.cfm?relnum=3290](http://elips.doi.gov/app_dm/act_getfiles.cfm?relnum=3290).

(v) Each Contractor employee in a position designated as higher than Low Risk Non-Sensitive shall be reinvestigated on a periodic basis as described in Reclamation's Personnel Security and Suitability Directives and Standards. A reinvestigation may also be initiated when the Contractor or the Government believes that a particular individual's continued ability to meet the contract's minimum standards is in question.

(vi) If a Contractor employee has worked under a Federal agency contract within the past two years, and that contract required a successfully-adjudicated background investigation at the same risk level as (or higher than) this contract, further investigation may not be necessary. The Contractor shall provide the COR with documentation that supports the individual's previous contract work and any information, including name and social security number, date of birth, and place of birth, needed for Government verification of previous background investigation.

(vii) If the final adjudication is unfavorable on a Contractor employee, or if Reclamation finds a Contractor employee to be unsuitable or unfit for his or her assigned duties, the CO will direct the Contractor to remove the individual from the contract and access to the Federal facility at which the contract activities are occurring. In the event of a disagreement between the Contractor and the Government concerning the suitability of a particular employee to perform work under this contract, the Government shall have the right of final determination. Determinations under this requirement are subject to the Disputes Clause. Failure of the Contractor to comply with the requirements of this clause could constitute grounds for termination for default.

(viii) Reclamation will not allow a Contractor employee access to their investigation files. An individual may request, under the provisions of the Privacy Act and/or Freedom of Information Act, copies of their files from the investigative agency (Office of Personnel Management). Reclamation will not release a copy of any investigative file, in whole or part, to the Contractor or any Contractor representative.

(ix) Upon completion of a favorably-adjudicated background investigation, Contractor employees will be issued a Government PIV Card. When the PIV Card is printed, each Contractor employee shall be required to appear in person before the Reclamation PIV Card Issuer for identity verification, to sign the PIV Request Form, and receipt of the PIV Card.

#### **(d) Site Security Requirements**

**(1) General Description.** This section provides provisions to ensure the full security integrity of the facility and personnel working at the facility. The work of this section may involve interfaces with a number of Government security personnel, normally coordinated through the designated COR. The Contractor is responsible for ensuring that activities are accomplished in a manner that complies fully with applicable security statutes, regulations, policies, directives, and standards.

**(2) Government Security Personnel.** When and where applicable, security personnel may be assigned to control access, secure materials or activities at the work site, or escort Contractor personnel in CAAs or other sensitive areas. Personnel may include security managers, security guards, security contractors acting as agents of the Government, law enforcement personnel, or others. These individuals may be used to ensure the overall security and integrity of the site or building and may provide controlled access to designated CAAs. These individuals may conduct inspection of all workers, vehicles, equipment, or materials entering, or re-entering the work site. The inspection may be done with walk-through and/or hand-held metal detectors or by other means as may be deemed necessary by Reclamation.

**(3) Contractor Guard Force.** At the Contractor's sole discretion, and at the Contractor's own expense, with prior written Government approval, a Contractor may be authorized to hire its own guards to secure Contractor-owned equipment and/or to protect Contractor employees or subcontractors. If such a relationship is permitted, the Contractor shall be exclusively liable for all guard activities to include action or inaction of Contractor's guard personnel. The Government will not offer nor provide any indemnification. Contractor shall be solely responsible for guards at all times to include any supervision, oversight, and for the development of local guard orders and or procedures. The Contractor shall be responsible for coordinating all guard activities with the COR and shall develop and submit to the COR, for advance approval, any guard orders and/or guard procedures.

#### **(4) Additional Security-Related Submittals**

**(i) Visitor List.** The Contractor shall furnish to the COR, in advance, notification of visit of any Contractor-sponsored visitor to a Government-controlled facility. This notification should be in writing and must include the purpose or nature of the visit, the full name of the visitor, and the full

name and phone number of the designated sponsor who will be physically responsible for escorting the visitor for the duration of the scheduled visit.

**(ii) Delivery Schedule.** The Contractor shall furnish to the COR, in advance, a schedule for all deliveries. This list shall include estimated delivery date, time, nature of the materials being delivered, and – where available – the name of delivery company and type of vehicle.

**(iii) Explosive Security Plan.** The Contractor shall furnish to the COR for approval, in advance, an explosive security plan at any work site where explosives will be stored or used.

**(5) General Provisions.**

**(i) General.** The Contractor shall comply with the Government's site security procedures as specified, and as requested subsequent to award of Contract. Failure of the Contractor to comply with required access controls, information handling procedures, or any other security controls or procedures, may result in revocation of Contractor personnel access to the work site. The Government reserves the right to modify or clarify security provisions of this contract based on changing political and civil circumstances, and perceived threats to personnel or the facility.

**(ii) Security Facilities and Equipment.** The Contractor shall use security facilities and equipment only for the purposes intended and as directed by the COR. The Contractor shall comply with the Government's instructions for use of secure storage areas, site enclosure and gates, temporary security lighting, building space enclosure, and lockup devices and systems established for detection, monitoring, signaling, and alarming field office facilities. Measures necessary to secure the integrity of materials, equipment, and tools installed or used in furtherance of this contract shall be at no cost to the Government.

**(iii) Security Personnel Availability/Work Schedules.** The Contractor shall notify the COR at least 24 hours in advance of any projected work which might impact on security or require the scheduling of extended security personnel support. The Contractor shall provide a weekly work schedule which may have security implications, such as anticipated delivery of materials, use of explosives or heavy machinery, and extra time needed for continuous or inherently lengthy construction or project specific operations (such as concrete placement).

**(iv) Deliveries.** The Contractor shall provide at least one day's advance notice of major deliveries, including time of arrival and trucks/carriers/documentation to be expected for arrival at work site. The Contractor shall provide reasonable advanced notice of deliveries which must be accommodated/accepted at times other than the Government's established working hours. Failure to provide adequate advanced notice may result in delivery delays at the Contractor's expense.

**(v) Site Access.** All Contractor personnel will be issued appropriate identification and must comply with all local access control procedures. The Government reserves the exclusive right to refuse or disallow any vehicular or pedestrian access to any Government-controlled facility or for any deliveries to the work site, regardless if access was scheduled or unscheduled.

**(vi) Inspections and Searches.** The Government reserves unqualified and unlimited right at any time to conduct security-related inspections or searches of work, material, equipment, personnel, and temporary facilities at the work site. The Contractor shall afford unrestricted access to work and allow surveillance and inspection by any Government personnel as authorized by the COR. The Government reserves the right to conduct searches of articles and personal effects of all Contractor personnel, both at point of entry and exit from the work site or Government facility. All Contractor personnel entering and leaving the work site may be required to pass through a Walk-Through-Metal-Detector device and/or other detection devices.

**(vii) After Duty Hours.** No Contractor personnel shall be permitted access to the work site after the Government's established working hours without prior authorization from the Government. All personnel seeking access to the site after the Government's established working hours may be required to sign in and out in a visitor's log that may be maintained by the on duty security personnel (if any).

**(viii) Access Procedures at CAAs.** In some instances, the Contractor may be required to erect temporary security barriers and doors to isolate a CAA, as instructed by the Government. The Contractor may be required to install locks and thereafter control access. The Contractor shall comply with the Government's requirement for limited and escorted access to a CAA. The Contractor shall notify the COR at least one day prior to each requested access to a CAA that is outside of the Government's established working hours.

**(ix) Reported Violations.** Where an indication, report, or observation of unauthorized access or performance of unauthorized work has occurred, the Government reserves the right to stop work and deny access until the circumstance and work can be investigated, inspected, tested, and resolved. The entire cost of such stoppages and resolutions shall be borne by Contractor, except when alleged violations of established security requirements, after investigation, are found not to be the fault of the Contractor.

**(x) Briefings.** Contractor personnel who will be assigned to this project, and who will have access to the work site, may be required to attend Government-conducted security briefings. The Government reserves the right to conduct security briefings for Contractor personnel and visitors at all levels of involvement in performance of work and maintenance of security. Required briefings may include, but are not limited to, the following: Information Security, Site Security Requirements and Procedures, Delivery Methods and Inspections, Storage Requirements, Reporting Requirements, Supervisory Procedures, Contractor Employee Conduct, Visitor Control, and Threats.

**(xi) Key Control.** Control of keys/access codes and lock combinations is essential for the Government's project security. The Contractor shall not allow keys or access codes to be duplicated or removed from the work site, nor allow lock combinations to be divulged without specific written advanced authorization from the COR. Such loss of control, observed or suspected, may result in a requirement to change locks involved at the Contractor's expense. At the direction of the COR, the Contractor shall provide duplicate keys and lock combinations to Government security personnel when requested for the purpose of security inspections and emergency actions, including keys/combinations/access codes needed for unrestricted access to every area and element of the project. The Contractor may be required to establish a key control program that is acceptable to the Government for Government-issued keys and for heavy machinery parked at the construction site (if this is a construction contract).

**(xii) Vehicle Control.** In general, parking of vehicles on the work site shall not be permitted, except for tractors, cranes, and similar equipment used directly in performance of work, for delivery of materials/supplies, and for removal of waste and surplus material. The Government may designate an approved contractor employee parking area. Upon entering the work site, vehicles and drivers may be subject to search and inspection. The Contractor shall obtain authorization from the COR to park the Contractor's official vehicles and motorized vehicular construction equipment that are required/desired to be parked on the work site. Vehicles in violation may be towed off the work site at the Contractor's expense. Where Government-designated employee parking is not available, parking of construction employees' automobiles and similar transportation vehicles may be excluded from the work site. It is the Contractor's responsibility to arrange for suitable accommodation for these vehicles.

**(xiii) Prohibited/Restricted Items.** Prohibited/restricted items and activities on the work site include but are not limited to the following: firearms and other weapons, except as specifically authorized by the COR; drugs, including narcotics, barbiturates, marijuana, alcoholic beverages, and similar substances, except for use with valid medical prescription; and explosives.

**(xiv) Exceptions for Explosives.** When needed for use in specifically limited amounts and controlled circumstances for construction work, explosives may be brought onsite with written prior authorization from the COR. As a hazardous material, the Contractor shall treat the use of explosives in accordance with regulations and guidance provided by Federal, State, and local authorities. The storage of explosives shall be in accordance with requirements of the Bureau of Alcohol, Tobacco, and Firearms or the State in which they are stored. If onsite storage of explosives is necessary, explosives shall be stored at a pre-designated, secure site approved by the COR. Prior to Government approval of storage, the Contractor shall develop and submit to the COR a complete storage/security/retrieval plan for approval. The storage/security plan can be included in a "Blasting Safety Plan." The plan shall make accommodations for surveillance, detection, and response. Explosives firing systems shall be stored off-site and under no circumstances shall be stored together with explosives.

**(xv) Photography.** The use of photographic equipment and taking of photographs shall only be allowed as authorized by the COR.

**(e) Information Technology Security – Basic Security Requirements:**

(1) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in Reclamation IT Security policies, procedures, computer ethics, and best practices in accordance with Reclamation Directive IRM 08-09, September 21, 2001, Subject: Reclamation Information Technology (IT) Security Program (ITSP): IT Security Awareness and Training Requirements. This document is available, upon request, from the CO. The Contractor may use web-based training available from Reclamation to meet this requirement.

(2) The Contractor shall afford Reclamation, including the Department of the Interior Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of Reclamation data or to the function of computer systems operated on behalf of Reclamation, and to preserve evidence of computer crime. If the Contractor has a question regarding the access rights or identity of Government employees requesting access to Contractor-operated IT facilities, it should be referred to the COR for resolution before access is granted.

(3) In addition to the notification requirements (b)(4), the Contractor shall immediately notify the COR, of all cyber-related incidents (including the compromise of Contractor- or Government-owned systems for which the Contractor bears operational or management responsibility), regardless of location.

(End of clause)

*Alternate I* (OCT 2006) As prescribed in WBR 1437.8103(a), for all IT services which include off-site processing and storage, or Contractor-operated IT service solutions, add the following additional subparagraphs (4), (5), (6), and (7) to paragraph (e) **Information Technology Security - Basic Security Requirements**.

(4) Contractor staff with significant IT security responsibilities associated with systems connected to or being delivered to Reclamation (such as those responsible for supporting or developing Internet accessible systems, supporting or developing systems containing personal identification information, or supporting or developing systems containing financial information), must complete annual role-based IT security training (over and above that required in (e)(1).) If requested by the Contractor, Reclamation will assist on-site Contractor staff in identifying suitable annual role-based training options throughout the contract performance period.

(5) The Contractor shall be responsible for the Information Technology security of all contractor-owned systems connected to a Bureau of Reclamation network or Reclamation-owned systems operated or maintained by the Contractor for Reclamation, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services to which the Contractor must have physical or electronic access and which may contain Reclamation's sensitive information on unclassified systems directly supporting the mission of Reclamation. This includes information technology, hardware, software, databases, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. Examples of tasks that require these security provisions include:

(i) The acquisition, transmission or analysis of data owned by Reclamation; and  
(ii) Access to Reclamation networks or computers at a level beyond that granted to the general public, such as access to control rooms, computer rooms, or controlled access through a firewall or other security control measure.

(6) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, stored, or used under this contract. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Federal Information Security Management Act of 2002. The plan shall meet IT security requirements in accordance with Federal and Reclamation policies and procedures that include, but are not limited to:

(i) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources; and  
(ii) National Institute of Standards and Technology (NIST) Special Publication 800-18, Guide for Developing Security Plans for Information Technology Systems and Special Publication 800-53, Recommended Security Controls for Federal Information Systems.

(7) Within *[Insert number of days]* days after contract award, the Contractor shall submit to the COR its IT Security Plan for Reclamation approval. This plan must be consistent with and further detail the approach contained in the offeror's quotation, proposal, or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the CO, shall be incorporated into the contract as a compliance document.

*Alternate II* (OCT 2006) As prescribed in WBR 1437.8103(a), for all IT products, development, support contracts, or systems provided as turn-key (not necessary for contracts involving only Commercial off-the-Shelf [COTS] software products with no integration efforts), add the following additional subparagraphs (4), (5), (6), and (7) to the paragraph (e) **Information Technology Security - Basic Security Requirements**.

(4) Contractor staff with significant IT security responsibilities associated with systems connected to or being delivered to Reclamation (such as those responsible for supporting or developing Internet accessible systems, supporting or developing systems containing personal identification information, or supporting or developing systems containing financial information), must complete annual role-based IT security training (over and above that required in (e)(1).) If requested by the Contractor, Reclamation will assist on-site Contractor staff in identifying suitable annual role-based training options throughout the contract performance period.

(5) The Contractor shall be responsible for the Information Technology security for all non-Government-owned systems used in the development of turn-key applications (not including Commercial-off-the-Shelf [COTS] software) and systems intended for eventual turn-key delivery to the Bureau of Reclamation in fulfillment of contract requirements. This clause is applicable to all or any part of the contract that includes information technology resources the Contractor is developing on behalf of Reclamation. This includes information technology, hardware, software, databases, networks, and telecommunications systems. Examples of tasks that require these security provisions include:

(i) The design of IT systems or applications that meet overall data processing performance criteria described elsewhere in this contract. Security designs shall be consistent with the requirements of FIPS Publication 200 and the security categorization of the system.

(ii) The development of turn-key control systems, such as Supervisory Control and Data Acquisition (SCADA) or similar systems where improper security functionality and performance of the system could result in misoperation of Government resources; and

(iii) The development of or integration of applications (including COTS) and/or hardware, networks, and telecommunications systems into turn-key products where the improper security functionality and performance of the integrated system could result in loss of integrity, confidentiality, or availability of electronic information or data.

(6) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, stored, or used under this contract. The Contractor's IT Security Plan shall be compliant with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Federal Information Security Management Act of 2002. The plan shall meet IT security requirements in accordance with Federal and Reclamation policies and procedures that include, but are not limited to:

(i) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources; and

(ii) National Institute of Standards and Technology (NIST) Special Publication 800-18, Guide for Developing Security Plans for Information Technology Systems and Special Publication 800-53, Recommended Security Controls for Federal Information Systems.

(7) Within *[Insert number of days]* days after contract award, the Contractor shall submit to the COR its IT Security Plan for Reclamation approval. This plan must be consistent with and further detail the approach contained in the offeror's quotation, proposal, or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as approved by the CO, shall be incorporated into the contract as a compliance document.

*Alternate III* (OCT 2006) As prescribed in WBR 1437.8103(a), for all contracts which include outsourced IT services (off-site, contractor-operated processing and storage of Reclamation or other DOI information) add the following additional subparagraph (8) to paragraph (e) **Information Technology Security - Basic Security Requirements**. This clause can be used in conjunction with either Alternate clause I or II, as applicable. This is not a stand-alone clause.

(8) The Contractor shall afford Reclamation or Reclamation's duly-appointed security assessment agents access to the Contractor's systems, documentation, facilities, and personnel for the purpose of security Certification and Accreditation (C&A) reviews consistent with Reclamation's obligations under FISMA requirements and NIST guidance. These obligations are outlined in more detail in NIST Special Publication 800-37. If deemed appropriate by both the Contractor and Reclamation, cognizant Reclamation staff or authorized representatives will, where necessary, execute a mutually agreeable Non-Disclosure Agreement to protect any of the Contractor's trade secrets, sensitive, or proprietary information that may be either intentionally or inadvertently disclosed to Reclamation during the required review(s).

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**WBR 1452.239-81 Commercial Off-the-Shelf (COTS) Software.**



WBR 1452.239-81

Download clause

As prescribed in [WBR 1439.8101](#), insert the following clause.

**COMMERCIAL OFF-THE-SHELF (COTS) SOFTWARE BUREAU OF RECLAMATION  
(JUL 2004)**

The contractor shall adjust existing software applications at no additional cost to the Government in order to support patches and new releases recommended by the software manufacturer. Adjustments include modifying, testing, prototyping, and implementing impacted applications, and updating documentation. The contractor shall determine the impact on existing local unique interfaces with the provided patches and new releases. In addition, the contractor shall coordinate with the distributor of the COTS product as necessary to ensure a smooth migration without any harmful impact to existing interfaces.

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**WBR 1452.242-80 Postaward conference.**



WBR 1452.242-80

Download clause

As prescribed in [WBR 1442.503-80](#) insert the following clause:

**POSTAWARD CONFERENCE --BUREAU OF RECLAMATION (JUL 1993)**

- (a) Prior to the Contractor starting work, a postaward conference (as described in FAR Subpart 42.5), will be convened by the contracting activity or contract administration office. The Contractor's Project Manager shall attend the conference. If the contract involves subcontractors, a representative of each major subcontractor is also required to attend.
- (b) The conference will be held at [insert the location of the meeting].
- (c) The Contracting Officer and the Contractor will agree to the date and time of the conference after award of the contract. In event of a conflict in schedules, the Contracting Officer shall establish the date for the conference.
- (d) The Contractor shall include any associated costs for attendance at the conference, in its offer.

(End of clause)

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**WBR 1452.243-80 Modification Proposals.**



WBR 1452.243-80

Download clause

As prescribed in [WBR 1443.107-80](#), insert the following clause:

**MODIFICATION PROPOSALS -- BUREAU OF RECLAMATION (DEC 2001)**

- (a) In submitting any proposal for a modification under this contract (including any proposal for an equitable adjustment resulting from a change under the Changes clause of this contract), the Contractor shall:
  - (1) Comply with the contract time limits for submission of a proposal or as specified by the Contracting Officer;
  - (2) Apply the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract;
  - (3) Furnish a breakdown of all costs estimated to complete the work required by the modification (i.e., cost of added work, incurred cost of deleted work already performed, estimated cost of deleted work not yet performed, and net cost of the modification) to include all costs associated with materials (identified by item and quantity), equipment (identified by item, quantity and whether contractor-owned or rented), categories of direct labor, bond and insurance premium adjustments, subcontracts, overhead and other indirect costs, profit/fee, and any other pricing information requested by the Contracting Officer, in sufficient detail to permit an analysis of fair and reasonable price;
  - (4) Furnish a written justification for any requested time extensions; and
  - (5) For any pricing adjustment expected to exceed \$500,000 (considering both increases and decreases) --
    - (i) Submit cost and pricing data using the format specified in Table 15-2 of FAR 15.408 unless the Contracting Officer agrees that an exception applies under the circumstances set forth in FAR 15.403-1;
    - (ii) Certify in substantially the format prescribed in FAR 15.406-2 that to the best of its knowledge and belief, the data are accurate, complete and current as of the date of agreement on the negotiated price of the modification; and
    - (iii) Comply with the requirements of either the Subcontractor Cost or Pricing Data clause or the the Subcontractor Cost or Pricing Data -- Modifications clause of this contract when the adjustment includes a subcontract modification involving a pricing adjustment expected to exceed 500,000.

(b) Under the Changes clause of this contract, failure of the Contractor to timely assert its right for an adjustment or to submit a proposal for an adjustment by the date specified in the clause (or another date specified by the Contracting Officer) may result in a unilateral adjustment of the contract by the Contracting Officer pursuant to the Disputes clause of this contract.

(End of clause)

Alternate I (MAY 2000) If limitations are to be placed on the contractor's indirect cost applied to work performed by subcontractors or suppliers, add the following paragraph (c):

(c)(1) For all work performed by subcontractors or suppliers identified in the cost breakdown submitted under subparagraph (a)(3) of this clause, the Contractor's indirect cost allowance (including job site overhead, if it is calculated and applied as a rate) to be applied to such work shall not exceed 10 percent of the amount of the work.

(2) Costs submitted for deleted work shall include credits to the Government for the indirect costs in subparagraph (c)(1) above.

Alternate II (JUL 1998) When the Change Order Accounting clause is included, substitute the following paragraph (a)(3) for paragraph (a)(3) of the basic clause:

(3) Furnish a breakdown of all costs estimated to complete the work required by the modification (i.e., cost of added work, incurred cost of deleted work already performed, estimated cost of deleted work not yet performed, and net cost of the modification) to include all costs associated with materials (identified by item and quantity), equipment (identified by item, quantity and whether contractor-owned or rented), categories of direct labor, bond and insurance premium adjustments, subcontracts, overhead and other indirect costs, profit/fee, and any other pricing information requested by the Contracting Officer, in sufficient detail to permit a detailed analysis of fair and reasonable price and comply with the requirements of the Change Order Accounting clause of this contract.

Alternate III (JUL 1998) When the Equipment Ownership and Operating Expense clause is included, substitute the following paragraph (a)(3) for Paragraph (a)(3) of the basic clause:

(3) Furnish a breakdown of all costs estimated to complete the work required by the modification (i.e., cost of added work, incurred cost of deleted work already performed, estimated cost of deleted work not yet performed, and net cost of the modification) to include all costs associated with materials (identified by item and quantity), equipment (identified by item, quantity and whether contractor-owned or rented), categories of direct labor, bond and insurance premium adjustments, subcontracts, overhead and other indirect costs, profit/fee, and any other pricing information requested by the Contracting Officer, in sufficient detail to permit a detailed analysis of fair and reasonable price and comply with the requirements of the Equipment Ownership and Operating Expense clause of this contract.

Alternate IV (JUL 1998) When both the Change Order Accounting and the Equipment Ownership and Operating Expense clauses are included, substitute the following paragraph (a)(3) for paragraph (a)(3) of the basic clause:

(3) Furnish a breakdown of all costs estimated to complete the work required by the modification (i.e., cost of added work, incurred cost of deleted work already performed, estimated cost of deleted work not yet performed, and net cost of the modification) to include all costs associated with materials (identified by item and quantity), equipment (identified by item, quantity and whether contractor-owned or rented), categories of direct labor, bond and insurance premium adjustments, subcontracts, overhead and other indirect costs, profit/fee, and any other pricing information requested by the Contracting Officer, in sufficient detail to permit a detailed analysis of fair and reasonable price and comply with the requirements of the Change Order Accounting and the Equipment Ownership and Operating Expense clauses of this contract.

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**WBR 1452.246-80 Evaluation of Equipment Efficiency and Losses.**



WBR 1452.246-80

Download clause

As prescribed in [WBR 1446.710-80\(a\)](#), insert a provision substantially the same as follows in solicitations (The solicitation section containing the evaluation factors for award shall either contain or reference this provision):

#### **EVALUATION OF EQUIPMENT EFFICIENCY AND LOSSES -- BUREAU OF RECLAMATION (SEP 1995)**

For the purpose of evaluating offers under this solicitation, the Government will apply the following factors to evaluate equipment efficiency or loss and to determine which offer provides the best overall value to the Government.

Alternate I (SEP 1995) If a turbine, generator, motor, or a generator/motor operating as a generator, or as a motor, is to be acquired, add a paragraph substantially the same as the following paragraph :  
In evaluating efficiency warranties for the [Insert name of equipment] all offers warranting an efficiency (at [Insert "100" for equipment other than a motor or generator/motor operating as a motor; insert amount for a motor or generator/motor operating as a motor] percent of rated output, voltage, and frequency, and [Insert number] percent power factor) higher than [Insert number] percent will be evaluated by deducting from the contract line item price offered for the [Insert name of equipment] , \$ [Insert amount] per [Insert name of equipment] for each 1/100 of 1 percent that the warranted efficiency exceeds [Insert number] percent. Offers warranting an efficiency (at 100 percent rated output, voltage, and frequency and [Insert number] percent power factor) less than [Insert number] percent are unacceptable and will be rejected as nonresponsive offers.  
(End of provision)

Alternate II (SEP 1995) If a generator armature winding is to be acquired, add a paragraph substantially the same as the following paragraph:  
The losses for each generator armature winding will be evaluated on the basis of the warranted kilowatt loss for the armature winding (IIR), as stated in the "Warranted Characteristics," paragraph in the Supplies or services and prices section of The Schedule at [Insert number] volts, rated frequency, [Insert number] power factor, and [Insert number] kilovolt-ampere output. The evaluated loss will be determined by multiplying the warranted kilowatt loss by \$ [Insert amount] and the resulting amount will be added to the contract line item price offered for each armature winding.  
(End of provision)

Alternate III (SEP 1995) If an isolated-phase bus structure is to be acquired, add a paragraph substantially the same as the following paragraph:  
The loss for each isolated-phase bus structure will be evaluated on the basis of the warranted kilowatt losses as stated in the "Warranted Characteristics," paragraph in the Supplies or services and prices section of The Schedule. The evaluated loss will be determined by multiplying the warranted kilowatt losses by \$ [Insert amount] and the resulting amount will be added to the contract line item price offered for each isolated-phase bus structure.  
(End of provision)

Alternate IV (SEP 1995) If a shunt reactor is to be acquired, add a paragraph substantially the same as the following paragraph:  
The loss for each shunt reactor will be evaluated on the basis of the warranted watt loss per kilovolt ampere at rated voltage and frequency as stated in the "Warranted Characteristics" paragraph in the Supplies or services and prices section of The Schedule. The evaluated loss will be determined by multiplying the warranted watt loss per kilovolt ampere by \$ [Insert amount] and the resulting amount will be added to the contract line item price offered for each shunt reactor.  
(End of provision)

Alternate V (SEP 1995) If a transformer is to be acquired, add paragraphs substantially the same as the following paragraphs:  
(a) The loss for each transformer will be evaluated on the basis of the warranted kilowatt loss and for voltage, frequency, and

loading conditions, as stated in the "Warranted Characteristics" paragraph in the Supplies or services and prices section of The Schedule. The evaluated loss will be determined by multiplying the warranted kilowatt loss by the following rates:

No-load loss.....	\$ [Insert rate]
Load loss.....	\$ [Insert rate]
Total loss.....	\$ [Insert rate]

- (b) The Government will consider load loss as the difference between the warranted total loss and the warranted no-load loss which are both stated in the "Warranted Characteristics" paragraph in the Supplies or services and prices section of The Schedule.
- (c) The sum of the evaluated losses determined above will be multiplied by the number of transformers in the bid item and added to the contract price offered for the transformers.

(End of provision)

**EVALUATION OF EQUIPMENT EFFICIENCY AND LOSSES  
BUREAU OF RECLAMATION (SEP 1995)**

For the purpose of evaluating offers under this solicitation, the Government will apply the following factors to evaluate equipment efficiency or loss and to determine which offer provides the best overall value to the Government.

[End of provision]

*Alternate I (SEP 1995)* If a turbine, generator, motor, or a generator/motor operating as a generator, or as a motor, is to be acquired, add a paragraph substantially the same as the following paragraph :

In evaluating efficiency warranties for the \_\_\_\_\_ [Insert name of equipment] all offers warranting an efficiency (at \_\_\_\_\_ [Insert "100" for equipment other than a motor or generator/motor operating as a motor; insert amount for a motor or generator/motor operating as a motor] percent of rated output, voltage, and frequency, and \_\_\_\_\_ [Insert number] percent power factor) higher than \_\_\_\_\_ [Insert number] percent will be evaluated by deducting from the contract line item price offered for the \_\_\_\_\_ [Insert name of equipment] , \$ \_\_\_\_\_ [Insert amount] per \_\_\_\_\_ [Insert name of equipment] for each 1/100 of 1 percent that the warranted efficiency exceeds \_\_\_\_\_ [Insert number] percent. Offers warranting an efficiency (at 100 percent rated output, voltage, and frequency and \_\_\_\_\_ [Insert number] percent power factor) less than \_\_\_\_\_ [Insert number] percent are unacceptable and will be rejected as nonresponsive offers.

[End of provision]

*Alternate II (SEP 1995)* If a generator armature winding is to be acquired, add a paragraph substantially the same as the following paragraph:

The losses for each generator armature winding will be evaluated on the basis of the warranted kilowatt loss for the armature winding (I'R), as stated in the "Warranted Characteristics," paragraph in the Supplies or services and prices section of The Schedule at \_\_\_\_\_ [Insert number] volts, rated frequency, \_\_\_\_\_ [Insert number] power factor, and \_\_\_\_\_ [Insert number] kilovolt-ampere output. The evaluated loss will be determined by multiplying the warranted kilowatt loss by \$ \_\_\_\_\_ [Insert amount] and the resulting amount will be added to the contract line item price offered for each armature winding.

[End of provision]

*Alternate III (SEP 1995)* If an isolated-phase bus structure is to be acquired, add a paragraph substantially the same as the following paragraph:

The loss for each isolated-phase bus structure will be evaluated on the basis of the warranted kilowatt losses as stated in the "Warranted Characteristics," paragraph in the Supplies or services and prices section of The Schedule. The evaluated loss

will be determined by multiplying the warranted kilowatt losses by \$\_\_\_\_\_ [Insert amount] and the resulting amount will be added to the contract line item price offered for each isolated-phase bus structure.

[End of provision]

*Alternate IV (SEP 1995)* If a shunt reactor is to be acquired, add a paragraph substantially the same as the following paragraph:

The loss for each shunt reactor will be evaluated on the basis of the warranted watt loss per kilovolt ampere at rated voltage and frequency as stated in the "Warranted Characteristics" paragraph in the Supplies or services and prices section of The Schedule. The evaluated loss will be determined by multiplying the warranted watt loss per kilovolt ampere by \$\_\_\_\_\_ [Insert amount] and the resulting amount will be added to the contract line item price offered for each shunt reactor.

[End of provision]

*Alternate V (SEP 1995)* If a transformer is to be acquired, add paragraphs substantially the same as the following paragraphs:

(a) The loss for each transformer will be evaluated on the basis of the warranted kilowatt loss and for voltage, frequency, and loading conditions, as stated in the "Warranted Characteristics" paragraph in the Supplies or services and prices section of The Schedule. The evaluated loss will be determined by multiplying the warranted kilowatt loss by the following rates:

No-load loss..... \$\_\_\_\_\_ [Insert rate]

Load loss..... \$\_\_\_\_\_ [Insert rate]

Total loss..... \$\_\_\_\_\_ [Insert rate]

(b) The Government will consider load loss as the difference between the warranted total loss and the warranted no-load loss which are both stated in the "Warranted Characteristics" paragraph in the Supplies or services and prices section of The Schedule.

(c) The sum of the evaluated losses determined above will be multiplied by the number of transformers in the bid item and added to the contract price offered for the transformers.

[End of provision]

**WBR 1452.246-81 Failure to Meet Performance Warranties.**



WBR 1452.246-81

Download clause

As prescribed in [WBR 1446.710-80\(b\)](#), insert a clause substantially as follows:

**FAILURE TO MEET PERFORMANCE WARRANTIES --  
BUREAU OF RECLAMATION (MAY 2005)**

(a) In addition to any other warranties in this contract, this clause is applicable when end items furnished by the Contractor do not meet Reclamation-conducted performance warranties listed in the Supplies or Services and Prices section of The

Schedule. Reclamation will conduct factory tests, field tests, or operations under service conditions as specified in this contract in accordance with Section C, Description/Specifications, of The Schedule.

(b) The Contracting Officer will notify the Contractor, within a reasonable time after discovery that the item does not meet warranty requirements under the "Warranty Characteristics" paragraph of Section B, Supplies or Services and Prices, of The Schedule. The Contractor will be given an opportunity to repair or replace defective equipment at the Contractor's expense.

(c) If the contractor does not repair or replace defective equipment, the Government may elect to accept equipment which does not pass factory test, field test, or operation under service conditions, and which does not meet the requirements of performance warranties, and the Government shall be entitled to an equitable reduction in the contract price for such equipment. Because of the impossibility of determining the actual loss to the Government due to such failure to meet warranties, the Government will adjust the contract price in accordance with the liquidated damages in paragraph (d) (if included in this clause). All adjustments made in accordance with paragraph (d) of this clause shall be cumulative with no credit given for equipment which exceeds performance warranties. If the adjustments result in a reduction in the contract price which exceeds the amount due the Contractor, the Contractor shall promptly refund to the Government the excess amount and the Contractor and its sureties shall be liable for that amount. This Adjustment shall be final and conclusive for both the Contractor and the Government, and neither party can use this adjustment as a basis for a claim against the other party.

(End of clause)

Alternate I (SEP 1995). If a turbine or a generator is to be acquired, add a paragraph (d) substantially the same as the following paragraph to the basic clause:

(d) The contract line item price for each [Insert name of equipment] shall be reduced \$ [Insert amount] for each 1/100 of 1 percent that the actual efficiency is less than the warranted efficiency at [Insert, as appropriate, 100 percent of rated output, voltage, frequency, or [Insert amount] power factor].

Alternate II (SEP 1995). If a turbine, generator, or pump is to be acquired, add a paragraph (d) substantially the same as the following paragraph to the basic clause:

(d) The contract line item price for each [Insert name of equipment] shall be reduced \$ [Insert amount] for each 1/100 of 1 percent that the actual capacity is below the warranted capacity at [Insert, as appropriate, rated voltage, frequency, and [Insert amount] power factor, and within the specified temperature rise limits].

Alternate III (SEP 1995). If an generator armature winding is to be acquired, add a paragraph (d) substantially the same as the following paragraph to the basic clause:

(d) (1) The contract line item price for each generator armature winding shall be reduced \$ [Insert amount] for each kilowatt that the actual armature winding IIR losses, as determined from field tests performed by the Contractor in accordance with the specification paragraph entitled "Field Tests" (rather than any previous tests performed by the Government), exceed the warranted losses at [Insert number] volts, rated frequency, [Insert number] power factor, and [Insert number] kilovolt-ampere output.

(2) The contract line item price for each generator armature winding shall be further reduced \$ [Insert amount] for each 1/100 of 1 percent of the actual kilowatt capacity that is below the warranted capacity specified under the "Rating" subparagraph of the specification paragraph entitled "Type and Rating," and within the specified temperature limits.

Alternate IV (SEP 1995). If an isolated-phase bus structure is to be acquired, add a paragraph (d) substantially the same as the following paragraph to the basic clause:

(d) The contract line item price for each isolated-phase bus structure(s) will be reduced \$ [Insert amount] for each 1/10 of 1 kilowatt that the calculated losses exceed the total warranted kilowatt losses as stated under the specification paragraph entitled "Warranted Characteristics" of the Supplies or Services and Prices section of The Schedule.

Alternate V (SEP 1995) If a shunt reactor is to be acquired, add a paragraph (d) substantially the same as the following to the basic clause:

(d) The actual loss of each shunt reactor shall be determined on the same basis and service conditions as stated in the "Warranted Characteristics" paragraph of the Supplies or Services and Prices section of The Schedule. The contract price for each shunt reactor will be reduced by \$ [Insert amount] for each watt per kilovolt ampere that the actual loss exceed the warranted loss.

Alternate VI (SEP 1995). If a transformer is to be acquired, add a paragraph (d) substantially the same as the following paragraph to the basic clause:

(d)(1) The actual loss of each transformer will be determined on the same basis and service conditions as stated in the "Warranted Characteristics" paragraph of the Supplies or Services and Prices section of The Schedule. Each kilowatt that the actual losses of each transformer exceeds the warranted losses will be multiplied by the following rates:

No-load loss..... \$ [Insert rate]  
Load loss..... \$ [Insert rate]  
Total loss..... \$ [Insert rate]

(2) The Government will consider load loss as the difference between the total loss and the no-load loss. The contract price of the transformer will be reduced by the sum of the evaluated losses produced by this multiplication.

- 1.
- 2.

---

### **WBR 1452.3 Solicitation Provisions and Contract Clauses (Matrix)**

WBR 1452.300 Scope of subpart.

The matrix in this subpart contains a column for each principal type and/or purpose of contract. (See FAR 52.101(e).)

## Reclamation Acquisition Regulation (RAR)

### PART WBR 1453

#### FORMS

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### PART WBR 1453 - FORMS

**WBR 1453.000 Scope of part.** This part prescribes and illustrates Reclamation forms and formats.

#### SUBPART WBR 1453.1 -- GENERAL

**WBR 1453.100 Scope of subpart.**

This subpart provides for exceptions to the use and acceptability of forms and formats prescribed in this regulation.

**WBR 1453.103 Exceptions.** Unless authorized by prescription, Reclamation forms and formats in this part shall not be modified unless specific authorization is obtained in accordance with [WBR 1401.480](#).

**WBR 1453.105 Computer generation.** Computer-generated versions of the forms and formats prescribed by this regulation are acceptable.

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#### SUBPART WBR 1453.2 -- PRESCRIPTION OF FORMS

**WBR 1453.200 Scope of subpart.** This subpart prescribes Reclamation forms and formats arranged to coincide with the numbering system used in [FAR Subpart 53.2](#).

**WBR 1453.201 Reclamation acquisition system.**

(a) Department of the Interior form DI-1, Requisition. DOI form DI-1 is prescribed for use in requisitioning for construction, supplies, or services specified in [WBR 1401.8000](#). Reclamation form 7-702, Requisition may be used until the Interior Department Electronic Acquisition System (IDEAS) is installed in the servicing acquisition office.

(b) Contracting Officer's Representative (With Warrant) Memorandum. The format illustrated in [WBR 1453.303-1401-1](#) is prescribed for use when appointing a contracting officer's representative who holds a contracting officer warrant as specified in [WBR 1401.670-80\(a\)](#).

(c) Contracting Officer's Representative (Without Warrant) Memorandum. The format illustrated in [WBR 1453.303-1401-2](#) is prescribed for use when appointing a contracting officer's representative who does not hold a contracting officer warrant as specified in [WBR 1401.670-80\(b\)](#).

(d) Technical Approval Officer Memorandum. The format illustrated in [WBR 1453.303-1401-3](#) is prescribed for use when appointing a technical approval officer as specified in [WBR 1401.670-80\(c\)](#).

(e) Status of Audit Requests. The format illustrated in [WBR 1453.303-1401-4](#) is prescribed for use when furnishing the audit followup reports specified in [WBR 1401.7081-4](#).

(f) Record of Independent Review. The format illustrated in [WBR 1453.303-1401-5](#), Record of Independent Review and [WBR 1453.303-1401-5A](#), Continuation Sheet, are prescribed for use in documenting independent reviews as specified in [WBR 1401.7001-3\(c\)](#).

**WBR 1453.203 Improper business practices and personal conflicts of interest.**

**WBR 1453.206 Competition requirements.**

Justification For Other Than Full And Open Competition. The format illustrated in [WBR 1453.303-1406-1](#) is prescribed for use in preparing the justification as specified in [WBR 1406.303-2](#).

**WBR 1453.212 Commercial Items.**

Market Research Checklist. A format substantially the same as the format illustrated at [WBR 1453.303-1412-1](#) is prescribed for use in documenting market research as specified in [WBR 1412.101](#).

**WBR 1453.213 Simplified acquisition procedures.**

The following Reclamation forms are prescribed as stated below for use in simplified acquisitions, orders under existing contracts or agreements, and orders from required sources of supplies and services:

(a) OF 347, Order for Supplies or Services, and F 348, Order for Supplies or Services--Schedule Continuation. OF 347 and OF 348 are prescribed for use in making simplified acquisitions under the conditions listed in FAR 53.213(f). Reclamation form 7-711, Order for Supplies or Services, and Reclamation form 7-711A, Order for Supplies or Services Schedule - Continuation may continue to be used in making simplified acquisitions until the IDEAS is installed in the servicing acquisition office as specified in [WBR 1413.307](#). Until that time, change the authority citation in Block 10 of the form to 40 U.S.C. 486(c) and cross out the purchase order terms and conditions on the back of the form and replace with:

(1) For commercial items, the full text of the provisions and clauses prescribed for use at DIAR 1412.301.

(2) For all other acquisitions, the full text of the clause at [FAR 52.213-4](#) in accordance with the procedures at [FAR 13.302-5\(d\)\(2\)](#). The contracting officer shall identify, in paragraph c of this clause, at least one Internet address where the text of the clauses referenced within the basic clause may be found, e.g., <http://www.arnet.gov>.

(b) Reclamation form 7-2080, Small Purchase Documentation Memorandum. Reclamation form 7-2080 is prescribed for use in preparing file documentation as specified in [WBR 1413.106-3](#) and [1443.301\(a\)\(3\)\(i\)](#).

(c) Reclamation form WBR 1453.303-1413-1, Summary of Action, Open Market Simplified Acquisition Contract Greater than \$100,000 (\$25,000 for Construction), is prescribed for use in preparing file documentation as specified in [WBR 1413.106-3\(b\)](#) and [1443.301\(a\)\(3\)\(ii\)](#). Contracting officers may use this format for actions which do not exceed these thresholds as they deem appropriate.

**WBR 1453.215 Contracting by Negotiation.**

(a) A format substantially the same as the format illustrated at [WBR 1453.303-1415-1](#), Technical Proposal Evaluation Committee Appointment Memorandum, is prescribed for use in notifying individuals of appointments to serve as officials in the evaluation of proposals or providing advice on evaluation of proposals as specified in [WBR 1415.305](#).

(b) A format substantially the same as the format illustrated at [WBR 1453.303-1415-2](#), Price Negotiation Memorandum, is prescribed for use in establishing prenegotiation objectives and for documentation of the price negotiation memorandum as required by [WBR 1415.406](#) and [1415.406-3](#), respectively.

**WBR 1453.219 Small business programs.**

Small Business Subcontracting Plan. A format substantially the same as the format illustrated at [WBR1453.303-1419-1](#) is prescribed for use when a small business subcontracting plan is required as specified in [WBR 1419.704](#).

**WBR 1453.223 Environment, conservation, occupational safety, and drug-free workplace.**

The format illustrated in [WBR 1453.303-1423-1](#), Determination to Waive The Requirements For Using Recovered Materials, is prescribed for use to obtain a waiver from the Reclamation Affirmative Procurement Program as specified in [WBR 1423.404](#).

**WBR 1453.232 Contract financing.**

(a) A format substantially the same as the format illustrated in [WBR 1453.303-1432-1](#), Contract Summary and Voucher, is prescribed for use for transmitting construction contract invoice payment requests for processing.

(b) A format substantially the same as the format illustrated at [WBR 1453.303-1432-2](#), Payment Utilizing Electronic Funds Transfer (EFT), is prescribed for use when requesting EFT information as specified in [WBR 1432.11-80\(b\)](#).

**WBR 1453.239 [Reserved]**

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**SUBPART WBR 1453.3 -- ILLUSTRATION OF FORMS**

**WBR 1453.300 Scope of subpart.** This subpart contains illustrations of forms and formats used in Reclamation acquisitions.

**WBR 1453.303 Agency forms.** This section illustrates Reclamation forms and formats that are specified for use.

**WBR 1453.303-80 Numbering.**

(a) Reclamation forms are illustrated in numerical order corresponding with the numbering scheme in [FAR 53.301](#).

(b) Reclamation formats are uniquely identified using a numbering system similar to that used in FAR 52.101(b). All format numbers begin with "WBR 1453.303." The next four digits of the number, preceded by a hyphen, refer to the RAR subject part in which the format is prescribed. The number is then completed with a hyphen and a sequential number assigned within each section of Subpart WBR 1453.2.

**Please go to the website at <http://www.usbr.gov/pmts/acquisitions> to access all forms listed in the Table of Contents.**

**WBR 1453.303-DI-1958, Request to Accept Food, Refreshments, or Entertainment at Widely-Attended Functions.** Form DI-1958 shall be used as specified in [WBR 1403.101-3\(b\)](#).

Download Format	Form Description	
<b>PDF</b>	<b>Word</b>	
 1453.303-7-702	 1453.303-7-702	<b>WBR 1453.303-7-702</b> <b>Requisition</b>

 1453.303-2080	 1453.303-2080	<b>WBR 1453.303-2080</b> Reclamation form 7-2080, Small Purchase Documentation Memorandum
 1453.303-1401-1	 1453.303-1401-1	<b>WBR 1453.303-1401-1</b> Contracting Officer's Representative (With Warrant) Memorandum.
 1453.303-1401-2	 1453.303-1401-2	<b>WBR 1453.303-1401-2</b> Contracting Officer's Representative (Without Warrant) Memorandum.
 1453.303-1401-3	 1453.303-1401-3	<b>WBR 1453.303-1401-3</b> Technical Approval Officer Memorandum.
 1453.303-1401-4	 1453.303-1401-4	<b>WBR 1453.303-1401-4</b> Status of Audit Requests/Claim Settlement.
 1453.303-1401-5	 1453.303-1401-5	<b>WBR 1453.303-1401-5</b> Record of Independent Review
 1453.303-1401-5A	 1453.303-1401-5A	<b>WBR 1453.303-1401-5A</b> A Record of Independent Review (Continuation Sheet)
 1453.303-1412-1	 1453.303-1412-1	<b>WBR 1453.303-1412-1</b> Market Research Checklist
 1453.303-1406-1	 1453.303-1406-1	<b>WBR 1453.303-1406-1</b> Justification for Other Than Full and Open Competition.
 1453.303-1415-1	 1453.303-1415-1	<b>WBR 1453.303-1415-1</b> Technical Proposal Evaluation Committee Appointment Memorandum.
 1453.303-1415-2	 1453.303-1415-2	<b>WBR 1453.303-1415-2</b> Price Negotiation Memorandum.
 1453.303-1415-3	 1453.303-1415-3	<b>WBR 1453.303-1415-3</b> Conflict of Interest Certificate

 1453.303-1419-1	 1453.303-1419-1	<b>WBR 1453.303-1419-1</b> Small Business Subcontracting Plans
 1453.303-1423-1	 1453.303-1423-1	<b>WBR 1453.303-1423-1</b> Determination to Waive the Requirements for Using Recovered Materials.
 1453.303-1432-1	 1453.303-1432-1	<b>WBR 1453.303-1432-1</b> Contract Summary and Voucher.
 1453.303-1432-2	 1453.303-1432-2	<b>WBR 1453.303-1432-2</b> Payment Utilizing Electronic Funds Transfer (EFT)

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WBR 1453.303-7-702

7-702 (9-1-99)  
1453.303-7-702

WB R

Bureau of Reclamation

PAGE \_\_\_\_ OF \_\_\_\_

YR	TYPE		SERIAL NO.
8	9-10	11-12	13-17

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
REQUISITION

REQUEST NO.		DATE:	DATE REQUIRED:			
TO:			DELIVER TO:			
FROM:		AAP NO.:				
ITEM GRP.	ITEM NO.	ARTICLES OR SERVICES (Provide Complete Description)	QUANTIT Y	UNIT	UNIT PRICE	ESTIMATED TOTAL COST
JUSTIFICATION OR INTENDED USE FOR ARTICLES OR SERVICES						
REQUESTED BY: (Title, Telephone Number, and Signature)			DATE	PROPERTY MANAGEMENT CERTIFICATION: EXCEPT AS NOTED, ITEMS ARE NOT AVAILABLE FROM SOURCES UNDER MY CONTROL.		
APPROVED: (Title, Telephone Number, and Signature)			DATE	_____ DATE TITLE & SIGNATURE		
FUNDS IN THE AMOUNTS SHOWN ARE AVAILABLE AND CHARGEABLE TO COST AUTHORITIES SHOWN BELOW.						
_____ DATE			_____ TITLE & SIGNATURE			

## Reclamation Instructions

WBR 1453.303-1401-1 (WBR 1401.670-80(a))

## CONTRACTING OFFICER'S REPRESENTATIVE (WITH WARRANT) MEMORANDUM

## Memorandum

To: (Insert Name and position title of the designee)

From: (Insert Title of the Level IV Contracting Officer Making the Delegation)

Subject: Appointment of Authority as Contracting Officer's Representative,  
Contract No. \_\_\_\_\_<sup>1</sup> Entitled \_\_\_\_\_<sup>2</sup>

Pursuant to the authority vested in the contracting officer by the Department of the Interior Acquisition Regulation (DIAR) 1401.670, you are hereby designated, on a non-redelegable basis, as <sup>3</sup> [alternate] Contracting Officer's Representative (COR) for the subject contract. [This authority is only operative in the absence of the primary COR.]

As a matter of practice, you shall prepare Memorandums For the Record (MFR) of all meetings, trips, and telephone conversations relating to this contract. Each MFR, other similar records, and all correspondence relating to the contract shall cite the contract number. A copy of all actions or correspondence shall be furnished to the CO and to all other interested parties having a need to know. Please ensure any restrictions regarding proprietary data, as well as classified and business-sensitive information, are enforced.

Pursuant to DIAR 1401.670-3, you are authorized under this contract to exercise your contracting officer warrant which is limited to \_\_\_\_\_<sup>4</sup>. In exercising this authority, you should become thoroughly familiar with the contract and all of the general and special terms and conditions, as well as the specifications, drawings, and attachments. Your COR duties will consist of the following:

A. Monitor contract performance and compliance.

1. Represent Reclamation in technical phases of the work within the scope of the contract and attempt to resolve questions regarding interpretation of contract specifications, drawings, and/or other technical matters. In the event of disagreement with the contractor in this regard, or if there is a question regarding whether a change falls within the scope of the contract, please refer the matter to me for resolution. Your referral report should contain facts and recommendations.

2. Review any technical changes or modifications proposed by the contractor and provide such information to the contracting officer along with your recommendations regarding the action the contracting officer should take.

3. Provide timely inspection and promptly accept or reject work performed under the contract. Monitor performance to ensure that the work progresses in accordance with the contract and on schedule.

4. Advise me promptly of any situations, actual or potential, which you believe could adversely affect the interests of the Government, e.g., progress to date indicates possible late delivery, contractor financial or personnel problems.

5. Furnish copies of all applicable reports, letters, and any other pertinent contract-related correspondence to me.

6. In accordance with Federal Acquisition Regulation (FAR) 52.236-13(d), the contracting officer has the authority to issue an order directing the contractor to immediately stop all or any part of the work, if the contracting officer becomes aware of a safety or occupational health violation, or a hazardous material occurrence, that may endanger the health or welfare of workers, the public, or cause environmental damage.

In my absence, as my representative, you are authorized to stop all work, or any portion of the work, for the purposes listed in the referenced FAR clause until satisfactory corrective action has been taken by the contractor. In the event this authority is used, you are to notify me immediately of any suspension of work and the accompanying circumstances.

<sup>5</sup>[7. Monitor safety and health requirements contained in the "Accident Prevention" clause and the "Safety and Health -- Bureau of

## Reclamation Instructions

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WBR 1453.303-1401-2

WBR 1453.303-1401-2 (WBR 1401.670-80(b))

## CONTRACTING OFFICER'S REPRESENTATIVE (WITHOUT WARRANT) MEMORANDUM

## Memorandum

To: (Insert Name and position title of the designee)

From: (Insert Title of the Level IV Contracting Officer Making the Delegation)

Subject: Appointment of Authority as Contracting Officer's Representative  
Contract No. \_\_\_\_\_<sup>1</sup> Entitled \_\_\_\_\_<sup>2</sup>

Pursuant to the authority vested in the contracting officer by the Department of the Interior Acquisition Regulation (DIAR) 1401.670, you are hereby designated, on a non-redelegable basis, as <sup>3</sup> [alternate] Contracting Officer's Representative (COR) for the subject contract. [This authority is only operative in the absence of the primary COR.]

As a matter of practice, you shall prepare memorandums for the record (MFR) of all meetings, trips, and telephone conversations relating to this contract. Each MFR, other similar records, and all correspondence relating to the contract shall cite the contract number. A copy of all actions or correspondence shall be furnished to the CO and to all other interested parties having a need to know. Please ensure any restrictions regarding proprietary data, as well as classified and business-sensitive information, are enforced.

In your capacity as COR, you should become thoroughly familiar with the contract and all of the general and special terms and conditions, as well as the specifications, drawings, and attachments. Pursuant to DIAR 1401.670-3, in performing your COR duties you are not authorized to:

1. Award, agree to, or execute any contract, contract modification, or notice of intent;
2. Obligate, in any way, the payment of money by the Government;
3. Make a final decision on any contract matter which is subject to the clause at FAR 52.233-1, Disputes
4. Terminate, for any cause, the contractor's right to proceed; or
5. Order acceleration of the work.

Your COR duties will consist of the following:

A. Monitor contract performance and compliance.

1. Represent Reclamation in technical phases of the work within the scope of the contract and attempt to resolve questions regarding interpretation of contract specifications, drawings, and/or other technical matters. In the event of disagreement with the contractor in this regard, or if there is a question regarding whether a change falls within the scope of the contract, please refer the matter to me for resolution. Your referral report should contain facts and recommendations.

2. Review any technical changes or modifications proposed by the contractor and provide such information to the contracting officer along with your recommendations regarding the action the contracting officer should take.

3. Provide timely inspection and promptly accept or reject work performed under the contract. Monitor performance to ensure that the work progresses in accordance with the contract and on schedule.

4. Advise me promptly of any situations, actual or potential, which you believe could adversely affect the interests of the Government, e.g., progress to date indicates possible late delivery, contractor financial or personnel problems.

5. Furnish copies of all applicable reports, letters, and any other pertinent contract-related correspondence to me.

6. In accordance with Federal Acquisition Regulation (FAR) 52.236-13(d), the contracting officer has the authority to issue an order directing the contractor to immediately stop all or any part of the work, if the contracting officer becomes aware of a safety or occupational health

## Reclamation Manual

WBR 1453.303-1401-3 (WBR 1401.670-80(c))

## TECHNICAL APPROVAL OFFICER MEMORANDUM

## Memorandum

## To:

(Designate Personnel by Organizational Title)

From: Contracting Officer

Subject: Designation of Contracting Officer's Technical Approval Officer

Refer to Contract No. \_\_\_\_\_, <sup>1</sup> [Specification No. \_\_\_\_\_]  
entitled \_\_\_\_\_

You are hereby designated as the Contracting Officer's Technical Approval Officer (TAO) for the above-named contract. This designation shall remain in effect for the duration of the contract unless it is terminated by me, in writing. This authority is delegated to the organizational position identified above, rather than an individual. Therefore, any Reclamation employee designated to act in this position shall have the same authorities and limitations as described herein. Please ensure that all employees designated to act for you are aware of their duties and responsibilities and furnish a copy of this memorandum to them.

A Contracting Officer's Representative (COR) has been designated for this contract. The COR has overall responsibility for the technical oversight of contract performance. It is your responsibility to keep the Contracting Officer (CO) and the COR fully informed regarding all matters outlined in this memorandum including any difficulties encountered in the area of your responsibility.

1. You shall be the authorized TAO representing the CO, acting within the limits of your authority, for the technical matters described below that arise under this contract. The Federal Acquisition Regulation requires that you:

- a. Familiarize yourself with the terms and conditions of the contract and particularly those which fall within the area of your authority.
- b. When drawings or data are submitted for review and/or approval, conduct a review of the submissions and approve/disapprove them.
- c. Correspond with the Contractor on matters concerning the review and approval/disapproval of technical data and drawings.
- d. Advise the CO of any problems relating to technical data and drawings which may affect the time of performance or the contract price.
- e. Note the specific due dates for submittals required under the contract which fall within the area of your responsibility and promptly report any late submissions to the CO and COR.
- f. Prepare and sign written notifications to the Contractor of the approval/disapproval of the technical data and drawings submitted. Notices of disapproval shall reference the contract section and paragraph and detail the specific contract requirement which the data or drawings fail to comply with.
- g. Forward to the CO and the COR a copy of any correspondence, initiated by you, to the Contractor. This shall include memoranda documenting verbal discussions of a significant nature.

2. Pursuant to Department of the Interior Acquisition Regulation 1401.670-3, the following actions are reserved exclusively for the CO:

- a. Award, agree to, or execute any contract, contract modification, or notice of intent.

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WBR 1453.303-1401-4

WBR 1453.303-1401-4 (WBR.1401.7184-4; WBR.1433.206-80)

Status of Audit Requests/Claim Settlement		
Region:	Contract No.:	Audit Agency:
Contractor:		
Type of Audit Requested:	Date Audit Requested:	Date Audit Issued:
Technical Analysis Requested:	Technical Analysis Received:	Audit No.:
Cost/Price Analysis Requested:	Cost/Price Analysis Received:	Prenegotiation Objectives Approved:
Claimed Amount: \$	Unsupported Amount: \$	Other Cost Exceptions: \$
Description of Claim: <sup>1</sup>		Date of Response to Audit Agency:
Present Status:		Date of Contracting Officer's Final Decision:
Next Scheduled Action and Date:	ADR Proceedings: <sup>2</sup>	Target Date for Completion/Settlement:
If Appealed, Board/Court:	Date of Appeal:	Docket No.:
Disposition of Appeal: <sup>3</sup>		

NOTE: BLOCK SIZE MAY BE INCREASED TO ACCOMMODATE THE SIZE OF THE TEXT TO BE INSERTED. COPIES OF THE WORDPERFECT 5.2 TEXT FILE CONTAINING THIS FORMAT ARE AVAILABLE FROM D-7800, ON REQUEST.

<sup>1</sup> Enter the reason stated by the contractor, e.g., differing site conditions, defective specifications.

<sup>2</sup> If ADR proceedings used, identify proceeding type and result; if not used, provide explanation.

<sup>3</sup> Include decision and dollar amount of judgments. If resolved, furnish a signed and dated copy of the final decision or price negotiation memorandum which identifies the disposition of questioned and disallowed costs. If resolution involves a decision based on an appeal, furnish a copy of the decision.

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WBR 1453.303-1401-5

RECORD OF INDEPENDENT REVIEW					Page ____ of ____
Sol./Cont. No.		Mod No.		Amount	
Date Recd.	Date Rel.	CS:	Reviewer:		
Type of Action:	Sol.	New Award	Mod.	Other:	
This proposed action has been reviewed and applicable recommendations follow:					
ELEMENT			RECOMMENDATIONS		
			N/A	NO	SEE BELOW
Presolicitation Documentation					
Solicitation Document					
Evaluation Documentation					
Preissuance Documentation					
Document to be issued					
Type Recommendation	Reviewer's Recommendations		Negotiator's Response		
Recommendation Types:					
M-Mandatory (required by regulation)	N-Necessary (appears necessary)	D-Desirable (Optional Application)	F-Future (Apply in Future)	O-Other (Explain in recommendation)	



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WBR 1453.303-1406-1

WBR 1453.303-1406-1 (WBR 1406.303-2)

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

1. The Bureau of Reclamation, Office, proposes to:  
 enter into a contract for

modify contract no. to add the following  
requirement which is outside of the contract scope of work:

2. The authority for use of other than full and open competition for this transaction is 41 U.S.C. 253(c)( ) as implemented by FAR 6.302- . [Insert the statutory citation and the corresponding subsection of FAR 6.302 to be used as authority.]

3. The cited authority must be used because:  
 only the proposed contractor possesses the following unique qualifications which are required for this acquisition:

it is the only practicable method of acquisition due to the nature of the supplies or services to be acquired as follows:

4. Offers will be solicited from the following source(s):

Pursuant to FAR 5.101(a), a synopsis notice of the contract action  was  will be publicized in the Commerce Business Daily.

Pursuant to FAR 5.202( ), a synopsis notice was not publicized.

The following sources responded in writing to the synopsis notice:

An evaluation of responses received from these sources is attached. As a result of this evaluation, it has been determined that only the following source(s) can meet the minimum needs of the Government:

WBR 1453.303-1412-1 (WBR 1412.101)

### MARKET RESEARCH CHECKLIST

1. Description: \_\_\_\_\_  
NAICS Code: \_\_\_\_\_  
Quantity: \_\_\_\_\_  
Estimated Value: \_\_\_\_\_  
Project/Facility: \_\_\_\_\_
2. Check one item in the applicable category (commercial items, nondevelopmental items, or commercial services) that pertains most to the services or supplies being acquired.

**A SERVICE OR SUPPLY THAT MEETS THE CRITERIA IN ANY OF THE CATEGORIES LISTED BELOW, AS DEFINED IN FAR 2.101, SHALL BE ACQUIRED USING COMMERCIAL ITEM PROCEDURES IN ACCORDANCE WITH FAR PART 12. NOTE THAT ONLY FIXED-PRICE CONTRACTS MAY BE AWARDED FOR THE ACQUISITION OF COMMERCIAL ITEMS (INCLUDING SERVICES). (SEE FAR 12.207.)**

#### Commercial Items

- \_\_\_ Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and: (1) has been sold, leased, or licensed to the general public; or (2) has been offered for sale, lease, or license to the general public; or
- \_\_\_ An item that evolved from an item described above through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation; or
- \_\_\_ An item that would satisfy the criteria expressed above, but for (1) modifications of a type customarily available in the commercial marketplace; or (2) minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. (A minor modification does not significantly alter the nongovernmental function or essential physical characteristics of the item.)

TECHNICAL PROPOSAL EVALUATION COMMITTEE APPOINTMENT  
MEMORANDUM

Memorandum

To: \_\_\_\_\_, Chairperson, - \_\_\_\_\_  
\_\_\_\_\_ Member, - \_\_\_\_\_  
\_\_\_\_\_ Member, - \_\_\_\_\_

From: Contracting Officer

Subject: Appointment to Technical Proposal Evaluation Committee  
(TPEC) - Evaluation of Technical Proposals - Solicitation  
No. \_\_\_\_\_ - \_\_\_\_\_ - (RFP)

1. Appointment to TPEC

You are hereby appointed to serve as a member on the TPEC for the subject solicitation. \_\_\_\_\_  
\_\_\_\_\_ has been appointed as Chairperson of the TPEC. The TPEC's evaluation report should be furnished to the Contracting Officer (or cognizant Contract Specialist) shown below on or before \_\_\_\_\_ in order to meet the milestone schedule for award contained in the Individual Acquisition Plan.

As a member of the TPEC, you are responsible for the technical evaluation of each technical proposal received subject to the requirements and procedures outlined in the Bureau of Reclamation Source Selection Handbook (SSH) [insert "and Proposal Evaluation Plan" if prepared under SSH 301]. Sections of the SSH that apply to the information contained herein are referenced in parentheses and you should carefully review these sections for further instructions and information. TPEC member responsibilities are discussed at SSH 203, 204, and 205.

The decisions that are made during the course of your evaluation will help to establish the Government's objectives for conducting negotiations and assist in determining the final successful offeror.

2. TPEC Evaluation Methodology

The technical proposals to be evaluated [insert "are enclosed" or "will be distributed to you by \_\_\_\_\_."] (SSH 501 and 503). Please take the time to carefully read all the materials regarding the review process that have been forwarded to you. A meeting will be scheduled by the Contracting Officer/Specialist for participation with the TPEC members to further discuss the evaluation process and review document control and security procedures (SSH 206, 207). Any questions you may have about the evaluation process will be addressed at that time, and in subsequent meetings, if required.

When the TPEC convenes, the chairperson will provide leadership for the committee (SSH 203). As a member of the TPEC, you should independently evaluate the proposals according to your individual judgment. Being objective, thorough, and consistent are the keys to a good evaluation (SSH 504, 506).

After each TPEC member has concluded evaluating each proposal, the chairperson will convene a meeting of the TPEC to discuss the results of the evaluation and develop an initial evaluation report. At this meeting, any proposal clarifications that have been identified by members which need to be obtained prior to completion of the report will be discussed. If necessary, offerors will be asked by the Contracting Officer/Specialist to provide additional clarifying or other information which will be reviewed subsequently by the TPEC and incorporated into the TPEC initial report (SSH 507.03). (Such communications may not be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal and/or otherwise revise the proposal.)

The chairperson will prepare a summary report for each proposal, including narrative comments keyed to each evaluation factor covering the strengths, weaknesses, or deficiencies of the proposals which significantly affected the scoring, and a determination of acceptability classification for each proposal (i.e., technically acceptable, marginally acceptable, technically unacceptable). In addition, the report will include any dissenting opinions or disagreements on ratings. Compiling this report may require additional meetings of the TPEC (SSH 507.04).

## Reclamation Manual

WBR 1453.303-1415-2 (WBR 1415.406)

## PRICE NEGOTIATION MEMORANDUM

## SOURCE SELECTION INFORMATION (SEE FAR 3.104)

The format has been developed to ensure uniform compliance with the requirements of FAR 15.406 and DIAR 1415.808-70(c). If information required by this format is contained in another separate document, its file list location shall be identified in the applicable parenthesis; otherwise, the information required shall be inserted directly in the space provided.

## SECTION I -- PRENEGOTIATION PLAN

## (1) Background Information:

- (a) Request For Proposals (RFP) Title and Number;  
Contract number and modification number;
- (b) Offeror's/contractor's name and address;
- (c) Description and/or purpose of the acquisition;
- (d) Authority for funding;
- (e) Type of contract if other than firm fixed price (FAR 16.103(d)); DIAR 1415.808-70(c)(2)) (see # ); and
- (f) Name and title of chief negotiator and members of negotiation team.

<u>Name</u>	<u>Title</u>	<u>Organization</u>	<u>Role</u>
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(2) Prior Acquisition History (DIAR 1415.808-70(c)(3)): [Individual Acquisition Plan and/or DI-1886 may be referenced here if it contains the required information] (see # );

- (a) Names of previous contractors if previous awards made for same or similar work;
- (b) Previous contract numbers/dates.

## (3) Competition/Solicitation Data (DIAR 1415.808-70(c)(3)):

- Acquisition screening and review form (DIAR 1419.202-70; DI-1886) (see # );
- Full and open competition;
- Full and open competition after exclusion of sources;
  - Small business set-aside; and
  - Section 8(a);
- Other than full and open competition;
  - Approved "Justification for Other Than Full and Open Competition" (see # );
- "Changes" clause;
  - Approved "Justification for Unfinalized Modification" (see # );
- Other authority;
- Information other than cost or pricing data (FAR 15.403-3);
- Cost or pricing data;

BUREAU OF RECLAMATION  
Reclamation Instructions

Reclamation Acquisition Regulation System

401 DM Addition to FAR & DIAR

PART WBR 1453 -- FORMS

WBR 1453.303-1415-3

WBR 1453.303-1415-3 (WBR 1415.303-70)

BUREAU OF RECLAMATION  
CONFLICT OF INTEREST CERTIFICATE

To: \_\_\_\_\_  
(Name of Contracting Officer)

I certify that I am not aware of any matter which might reduce my ability to participate in the proposal evaluation proceedings and activities associated with Solicitation No. \_\_\_\_\_ titled \_\_\_\_\_ in an objective and unbiased manner or which might place me in a position of conflict, real or apparent, between my responsibilities as an evaluator or advisor and other interests. (See reverse of this form for a more definitive explanation of "conflict of interest.")

In making this certification, I have considered all my stocks, bonds, other financial interests, outside business associates, and employment arrangements (past, present, or under consideration) and, to the extent known by me, all the financial interests and employment arrangements of my spouse, my minor children, and other members of my immediate household.

If, after the date of this certification, any person, firm, or organization with which, to my knowledge, I (including my spouse, minor children, and other members of my immediate household) have a financial interest, or with which I have or am actually considering an employment arrangement, submits a proposal or otherwise becomes involved in the subject project, I will notify the contracting officer, and thereafter, based on advice to do so from the servicing ethics counselor, I will agree to not participate further in any way (e.g., by rendering advice, making recommendations, scoring proposals, or otherwise in the particular subject matter or project).

\_\_\_\_\_  
(Signature of Procurement Official, Office Symbol and Date)

THIS CERTIFICATION CONTAINS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES, AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

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PART WBR 1453 -- FORMS

WBR 1453.303-1419-1

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WBR 1453.303-1419-1 (WBR 1419.704)

**SMALL BUSINESS SUBCONTRACTING PLAN**

**IDENTIFICATION DATA**

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Solicitation or Contract Number: \_\_\_\_\_

Item/Service: \_\_\_\_\_

Total Amount of Contract (Including Options): \$ \_\_\_\_\_

Period of Contract Performance: (Day, Month and Year): \_\_\_\_\_

1. **Type of Plan: (Check one)**

- **Individual Contract Plan:** A plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.
- **Master Plan:** A plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

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PART WBR 1453 -- FORMS

WBR 1453.303-1423-1

(WBR 1453.303-1423-1) (WBR 1423.480(a)(1)(ii))

DETERMINATION TO WAIVE THE REQUIREMENTS FOR USING RECOVERED MATERIALS

The attached statement of work/specification requires a waiver pursuant to WBR 1423.480 for the following reason(s):

This waiver is based on the following exceptions as permitted under FAR 23.404(b):

- [ ] The statement of work/specification contains products/items that are not available within a reasonable period of time.
[ ] The statement of work/specification contains products/items that fail to meet the performance standards required.
[ ] The statement of work/specification contains products/items that are only available at unreasonable prices.

Explanation (an attachment may be used)
\_\_\_\_\_
\_\_\_\_\_
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\_\_\_\_\_

This waiver is requested by:

\_\_\_\_\_ Dated: \_\_\_\_\_
Requisitioner

Approved:

\_\_\_\_\_ Dated: \_\_\_\_\_

Contracting Officer

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PART WBR 1453 -- FORMS

WBR 1453.303-1432-1

WBR 1453.303-1432-1 (WBR 1432.905-80)

## CONTRACT SUMMARY AND VOUCHER

PROJECT & DIVISION			
CONTRACT TITLE			
CONTRACT NUMBER	SPECIFICATION NO.	INVOICE NUMBER	PAYMENT TERMS
CONTRACTORS NAME & ADDRESS		PAYMENT NAME & ADDRESS (if different)	
AWARD DATE	NOTICE TO PROCEED DATE	TIME ELAPSED %	WORK COMPLETED %
INVOICE DATE	DATE OF RECEIPT OF PROPER INVOICE	DATE OF ACCEPTANCE OF COMPLETED WORK	EFFECTIVE DATE OF CONTRACT SETTLEMENT
COMPUTE DUE DATE FOR FINAL PAYMENT FROM	PERIOD COVERED	TOTAL FUNDS RESERVED TO DATE	
<b>PAYMENT SUMMARY</b>			
	THIS VOUCHER	PREVIOUS TOTAL	TOTAL TO DATE
GROSS EARNINGS			
TOTAL ADJUSTMENTS <sup>2</sup>			
NET EARNINGS			
RETENTION (RELEASE)			
NET ADJ. EARNINGS			
CONTRACT COMPLETION DATA: (contract dates and milestones, time extensions, liquidated damages, etc.)			
CERTIFIED CORRECT BY: (Signature & Title)		APPROVED BY: (Signature & Title)	
DATE:		DATE:	
Direct invoice questions to: (Name & Code; Telephone #):		ADMINISTRATIVE APPROVAL -- Final Payment	
		DATE:	

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PART WBR 1453 -- FORMS

WBR 1453.303-1432-2

WBR 1453.303-1432-2 (WBR 1432.11-80 (b))

Subject: Payment Utilizing Electronic Funds Transfer (EFT), Contract/Purchase Order/  
Financial Assistance Agreement No. \_\_\_\_\_

Dear Sir/Madam:

In accordance with the Debt Collection Improvement Act (DCIA) of 1996 (31 U.S.C. 3332(e)), the Bureau of Reclamation (Reclamation) will make payment under the subject contract/purchase order/financial assistance agreement through the Electronic Funds Transfer (EFT). Reclamation uses the Vendor Express payment method to improve the efficiency of Federal financial management and to ensure your prompt receipt of payments. Vendor express payments are made electronically through the Automated Clearing House (ACH) using the CCD+ format for deposit directly into a designated bank account on the payment due date. Upon request, this office will provide a copy of the Vendor Express and the Bank brochure to you or your bank. For your information, Reclamation's procedures for implementation of Vendor Express payments are contained on the reverse side of the enclosed ACH Vendor Enrollment Form.

DCIA requires that all payments be made by electronic funds transfer (EFT) after January 1, 1999. However, individuals (e.g., sole proprietors), with or without an account with a financial institution, may self-determine that payment by EFT would impose a hardship due to either a physical or mental disability or a geographic, language, or literacy barrier or that the use of EFT would impose a financial hardship. This exception is based on the individual's self-assessment that a hardship exists. The waiver is set forth on the back of the ACH Vendor Enrollment Form and is effective upon the date of receipt by the Government at the address or facsimile number specified below.

The Government cannot make any payment under this contract/purchase order/financial assistance agreement until after receipt of the correct EFT payment information from your organization on the ACH Vendor Enrollment Form; therefore, it is of the utmost importance to submit the required information as soon as possible. I would like to remind you that the clause of your contract, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (May 1999) (FAR 52.232-34), requires that you must submit this information no later than 15 days prior to submission of your first request for payment. **If you are claiming a self-assessment waiver from EFT, you must complete the certification on the back of the form.** Please return the completed form either by mail to:

Bureau of Reclamation  
Attention: D-7730  
PO Box 25508, Denver Federal Center  
Denver CO 80225-0508

or by facsimile to (303) 445-6497.

ET 00-01, SUPPLEMENT 1 (3-8-00)

**BUREAU OF RECLAMATION  
SIMPLIFIED ACQUISITION DOCUMENTATION MEMORANDUM**

TYPE OF ORDER (Check applicable box): <input type="checkbox"/> PURCHASE ORDER <input type="checkbox"/> DELIVERY ORDER <input type="checkbox"/> CONTRACT NUMBER (IF APPLICABLE):					
REQUISITION NO.	QUOTES (Enter on reverse) <input type="checkbox"/> ORAL <input type="checkbox"/> WRITTEN		RFQ NO.		ORDER NO.
DATES <	REQUISITION INITIATED	REQUISITION RECEIVED	QUOTES SOLICITED	ORAL ORDER ISSUED*	WRITTEN ORDER ISSUED
<b>APPLICABLE TO BOTH DELIVERY AND PURCHASE ORDERS</b>					
PRICE REASONABLENESS (Check all applicable boxes <u>and explain</u> why the price is considered to be fair and reasonable.)					
THIS SIDE FOR PURCHASE ORDERS <input type="checkbox"/> COMMERCIAL CATALOG PRICE (Attach) <input type="checkbox"/> COMMERCIAL MARKET PRICE <input type="checkbox"/> PRIOR REASONABLE PRICES (Same or similar items)			THIS SIDE FOR DELIVERY ORDERS <input type="checkbox"/> UNDER MULTIPLE AWARD FFS: <input type="checkbox"/> AT LOWEST PRICE <input type="checkbox"/> AT OTHER THAN LOWEST PRICE (See FAR 8.405)		
<input type="checkbox"/> LOWEST PRICE UNDER COMPETITIVE QUOTES (Enter quotes on reverse.) <input type="checkbox"/> OTHER: _____ EXPLANATION:  Examples of Determinations: 1. The quoted price of \$_____ is \$_____ lower/higher (or _____% lower/higher) than the price for the same or similar item purchased under PO # _____ on date _____. Therefore based on this comparison, the price is considered fair and reasonable. 2. The quoted price of \$_____ is \$_____ lower/higher (or _____% lower/higher) than the IGCE. Therefore, based on this comparison, the price is considered fair and reasonable. 3. Three Federal Supply schedules contracts for the same or similar items were reviewed. The prices ranged from a low of \$_____ to a high of \$_____. Since the price for this order of \$_____ is \$_____ lower/higher (or _____% lower/higher) than the lowest reviewed price and \$_____ lower/higher (or _____% lower/higher) than the highest reviewed price. Therefore, based on this comparison, the price is considered fair and reasonable.					
SYNOPSIS IN FEDBIZ OPS (Check applicable box.) <input type="checkbox"/> NO (if \$25,000 or above, enter number of the applicable FAR 5.202(a) exception): _____ <input type="checkbox"/> YES			<input type="checkbox"/> CONFIRMATION (This confirms an authorized oral order.) NAME OF CONTACT: _____		
<b>COMPETITION</b> NO. OF QUOTES: SOLICITED _____; RECEIVED _____  If soliciting from a single source, enter supporting data. (See FAR 13.105-1(b) and FAR 8.405-6.)					
<b>TYPE OF BUSINESS</b> (Check all applicable boxes. If not being awarded to a small business concern, explain.) <input type="checkbox"/> 8(A) <input type="checkbox"/> SB <input type="checkbox"/> SOB <input type="checkbox"/> HUBZ <input type="checkbox"/> WOSB <input type="checkbox"/> VOSB <input type="checkbox"/> SDVOSB <input type="checkbox"/> LB <input type="checkbox"/> OTHER: _____ In addition to the Representations and Certifications, SBA's ProNet website was utilized to confirm and/or obtain this information.					
<b>MANDATORY SOURCES</b> (Item is carried by Federal Prison Industries, Workshops for the Blind and Other Severely Handicapped, Mandatory Federal Supply Schedules, or other mandatory source. Refer to FAR 8.605 for PFI exceptions.) <input type="checkbox"/> NO <input type="checkbox"/> YES (Explain why being purchased in the open market.)					







Bureau of Reclamation															
PROVISION OR CLAUSE	PRESCRIBED IN	P or C	IBR	UCF	FP SUP	CR SUP	FP R&D	CR R&D	FP SVC	CR SVC	FP CON	CR CON	T&M LH	LMV	
WBR 1452.228-82 County Liability Insurance -- Bureau of Reclamation	WBR 1428.311-2(a)	C	No	I							A	A			
WBR 1452.228-83 Railroad Insurance -- Bureau of Reclamation	WBR 1428.311-2(b)	C	Yes	I							A	A			
WBR 1452.228-84 Certification of Representatives for Corporate Sureties -- Bureau of Reclamation	WBR 1428.202	C	Yes	I	A	A	A	A	A	A	A	A	A	A	
WBR 1452.231-80 Contractor Reimbursable Travel Costs -- Bureau of Reclamation	WBR 1431.8000	C	Yes	I	A	A	A	A	A	A	A	A	A		
WBR 1452.231-81 Equipment Ownership and Operating Expense -- Bureau of Reclamation	WBR 1431.280(b)	C	Yes	I							R	R			
WBR 1452.232-80 Limitation of Funds (Fixed Price Contract) -- Bureau of Reclamation	WBR 1432.705-80	C	No	I	A				A		A				
WBR 1452.232-81 Payment for Mobilization and Preparatory Work -- Bureau of Reclamation	WBR 1432.111-80	C	No	I							A	A			
Alternate I	WBR 1432.111-80	C	No	I							A	A			
Alternate II	WBR 1432.111-80	C	No	I							A	A			
Alternate III	WBR 1432.111-80	C	No	I							A	A			
WBR 1452.232-82 Other Invoice Requirements -- Bureau of Reclamation	WBR 1432.908-80(a)	C	Yes	I							A	A			
WBR 1452.232-83 Payment for Technical Data -- Bureau of Reclamation	WBR 1432.908-80(b)	C	No	I	A	A	A	A	A	A	A	A	A	A	
WBR 1452.233-80 Agency Procurement Protests -- Bureau of Reclamation	WBR 1433.106	P	Yes	L	R	R	R	R	R	R	R	R	R	R	
WBR 1452.233-81 Claims Accounting -- Bureau of Reclamation	WBR 1433.215-80	C	Yes	I	A	A	A	A			A	A		A	
WBR 1452.233-82 Notice of Proposed Partnering -- Bureau	WBR 1433.215-	P	Yes	L	O	O			O	O	R	R			



