

# RECLAMATION

*Managing Water in the West*

**Request for Proposals  
No. 06SF340003**

## **Water Conservation Program – Yuma Area**

**Financial Assistance Program for Fiscal Year 2006**



**U.S. Department of the Interior  
Bureau of Reclamation  
Lower Colorado Region  
Yuma Area Office**

**January 2006**

## OVERVIEW INFORMATION

See Section No.

Federal Agency Name:	Department of the Interior, Bureau of Reclamation, Yuma Area Office, Yuma, AZ	
Funding Opportunity Title:	Water Conservation Program, Yuma Area	
Announcement Type:	Initial announcement	
Funding Opportunity Number:	06SF340003	
Catalog of Federal Domestic Assistance (CFDA) Number:	15.BBM (pseudo code in lieu of CFDA number)	
Application Due Date:	Applications due March 31, 2006 4:30 PM Mountain Standard Time (MST)	<b>IV.F</b>
Eligible Applicants	State and local governments, Tribes, public and private agencies and organizations	<b>III.A</b>
Applicant Cost Share	50 percent or more of project costs	<b>III.B</b>
Federal Funding Amount	Shall generally not exceed \$75,000 per agreement	<b>II.B</b>
Estimated number of agreements to be awarded	3 to 5	<b>II.A</b>
Total amount of funding available for award:	\$175,000	<b>II.A</b>

## PROPOSAL SUBMISSION CHECKLIST

A Proposal Submission Checklist has been included for this Request for Proposals. The Checklist contains a summary of the information you are required to submit with your application.

The following table contains a summary of the information that you are required to submit with your application.

√	WHAT TO SUBMIT	REQUIRED CONTENT	REQUIRED FORM OR FORMAT	WHEN TO SUBMIT
	<b>TECHNICAL PROPOSAL:</b>	See Sec. IV.C	See below (See Section IX for suggested formats)	By 3/31/06
	• Cover Page	See Sec. IV.C.2.1	Form SF 424 form available at <a href="http://www.whitehouse.gov/omb/grants/grants_forms.html">http://www.whitehouse.gov/omb/grants/grants_forms.html</a>	By 3/31/06
	• Assurances	See Sec. IV.C.2.2	Form SF 424B or SF 424D, as applicable, available at <a href="http://www.whitehouse.gov/omb/grants/grants_forms.html">http://www.whitehouse.gov/omb/grants/grants_forms.html</a>	By 3/31/06
	• Title Page	See Sec. IV.C.2.3	See suggested format at Section IX	By 3/31/06
	• Table of Contents	See Sec. IV.C.2.4	See suggested format at Section IX	By 3/31/06
	• Executive Summary	See Sec. IV.C.2.5	See suggested format at Section IX	By 3/31/06
	• Background Data	See Sec. IV.C.2.6	See suggested format at Section IX	By 3/31/06
	• WATER CONSERVATION PROGRAM Benefits Data	See Sec. I.B.2 and IV.C.2.7	See suggested format at Section IX	By 3/31/06
	• Project/Activity Description	See Sec. IV.C.2.8	See suggested format at Section IX	By 3/31/06
	• Regulatory Compliance	See Sec. IV.C.2.9	See suggested format at Section IX	By 3/31/06
	• Funding Plan and Commitment Letters	See Sec. IV.D	See suggested format at Section IX	By 3/31/06
	<b>PROJECT BUDGET PROPOSAL:</b>	See Sec. IV.E	See below and Section IX	By 3/31/06
	• Budget Narrative	See Sec. IV.E.2	See suggested format at Section IX	By 3/31/06
	• Budget Proposal	See Sec. IV.E.2.1 through IV.E.2.8	See suggested format at Section IX	By 3/31/06
	• Indirect Rate Agreement or Computation Basis	See Sec. IV.E.2.9	See suggested format at Section IX	By 3/31/06
	• Budget Form	See Sec. IV.E.2.11	Form SF 424A or SF 424C, as applicable, available at <a href="http://www.whitehouse.gov/omb/grants/grants_forms.html">http://www.whitehouse.gov/omb/grants/grants_forms.html</a>	By 3/31/06
<b>Submit an <u>original and two copies</u> of all of the above documents</b>				

## **SECTION I -- FUNDING OPPORTUNITY DESCRIPTION**

### **I.A. PROGRAM DESCRIPTION**

#### **I.A.1 BACKGROUND**

The Bureau of Reclamation (Reclamation), Yuma Area Office, is requesting proposals to fund projects for activities in support of its Water Conservation Program within the Yuma Office serviced area, for Federal fiscal year funding 2006. The Yuma Area map is located at the following website: <http://www.usbr.gov/lc/area.html>.

Reclamation's mission is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public. Reclamation has a major responsibility, in partnership with water users, States, and other interested parties, to help improve water resource management and the efficiency of water use in the western United States. Reclamation's original challenge was to promote the settlement of the West by providing the necessary infrastructure for the irrigation of small family farms. Extensive tracts of arid and semi-arid lands have become some of the most productive agricultural area and urban centers in the world. And, in addition to irrigation, Reclamation projects provide water for homes and industries, recreation, fish and wildlife, power generation, and flood control. Now, after more than 100 years, Reclamation's primary role has evolved from one of water resource development to one of water resource management. More efficient water use is a key component of Reclamation's water resource management strategy.

#### **I.A.2 WATER CONSERVATION PROGRAM OVERVIEW**

The purpose of the Water Conservation Program is to fulfill its water conservation-related obligation as outlined in Section 210 of the Reclamation Reform Act (RRA) of 1982 directing the Secretary to encourage and implement water conservation measures on Federal Reclamation projects. Directives and Standards (WTR 01-02) were developed for the program which outlined Reclamation's procedures for administering the program pursuant to the RRA and other existing authorities, including the provision of technical and financial assistance to Federal and non-Federal entities and the administration of water conservation plans.

The primary purposes, or the four major components, of the Water Conservation Program are to:

1. Assist in developing effective water management and conservation plans;
2. Encourage and promote implementation of water efficiency measures;
3. Demonstrate conservation technologies; and
4. Promote and support water education and training.

Reclamation recognizes that no single entity, acting independently can meet the challenge of improving the efficiency of water use and management throughout the western states. Consequently, a key to meeting this challenge will be the partnerships formed between Reclamation and water users, other Federal and State agencies, educational and research institutions, and other interested parties.

#### **I.A.3 OBJECTIVE OF REQUEST FOR PROPOSALS**

The objective of this request for proposals (RFP) is to invite eligible applicants to leverage their money and resources by cost sharing with Reclamation on projects/activities that make more efficient use of existing water supplies through water conservation and efficiency. Projects/Activities will be selected through a competitive process that will focus on achieving the outcome identified in this solicitation.

## **I.B ELIGIBLE PROJECTS**

To be eligible for financial assistance, a proposed activity must meet **all** of the following criteria:

1. The applicant must be an entity currently involved in the development or implementation of water management or water conservation practices;
2. The project must be located within the Yuma Area Office administrative boundaries, with the Program; **and**
3. The applicant must share in the cost of the project at least 50%. Cost share may be in cash or in-kind contributions of services, equipment, labor, and materials.

### **I.B.1 TYPES OF PROJECTS**

Activities to be considered for financial assistance should address one of the following:

(a) Implement more efficient water management/conservation measures with special emphasis on outdoor water management practices. For example, flow measurement, modernization of canal operations, irrigation water management, and soil salinity management.

(b) Demonstrate innovative technologies in water conservation to increase technical understanding of unfamiliar water management and conservation principles and practices that have not been previously used locally. A demonstration activity's purpose is to install or apply a particular technology in a new way, or in a new setting, with the intent of reporting the results to others for potential wider adoption. The proposed activity should not only "publicly" demonstrate a new or unfamiliar practice; it should contain a process for informing interested individuals and organizations about the outcome of the demonstration. The proposal should describe what principle or practice is to be demonstrated. The proposal should explain why the demonstration is necessary and what the intended outcome of the demonstration is; or

(c) Improve a segment of the public's understanding of good water management and water conservation principles through education and training programs. The proposal should state what water management concept or principle is the focus of the educational activity and why it is important. It should discuss how the message or findings will be disseminated, the size of the target audience, and the composition of the target audience. The proposal shall explain how Federal funds will be used for the educational or research activity. Per current guidelines, more weight will be given to technical educational efforts that focus on education for hands-on operation of Reclamation facilities or on water resource issues involving Reclamation projects. Education efforts to the general public with no special emphasis on Reclamation or on the delivery of water will be given lower priority consideration.

### **I.B.2 POTENTIAL WATER MANAGEMENT BENEFITS**

Reclamation is required to report on potential water management benefits resulting from its financial assistance. Each application shall identify as many of the water management benefits shown below that may apply to the proposed activity. The proposal shall describe how the activity would achieve the benefit(s) and provide numerical estimates, where applicable.

Reduces over-delivery or unaccounted-for water – estimated acre-feet per year;  
Reduces leaks and seepage - estimated acre-feet per year;  
Reduces system spills – estimated acre-feet per year;  
Makes more water available for beneficial use – estimated acre-feet per year;  
Reduces operation costs – estimated savings per year in dollars;  
Reduces energy costs - estimated savings per year in dollars;

Reduces waste treatment costs - estimated savings per year in dollars;  
Improve crop yield – estimated percent per year;  
Reduces on-farm costs - estimated savings per year in dollars;  
Reduces per capita use - estimated reduction in gallons per capita per day per year;  
Provides technical training - estimated number of participants per year;  
Provides water conservation education - estimated number of participants per year;  
Improves water supply/delivery reliability – describe increased water transmission efficiency;  
Delays construction of new Municipal/Industrial facilities – describe benefits;  
Reduces drainage and erosion – describe benefits; and  
Improves water quality – describe benefits.

### **I.C. PROGRAM AUTHORITY**

This Program is administered in accordance with the authority of Reclamation Act of 1902 (32 Stat. 388), as amended and supplemented; Reclamation Reform Act (96 Stat. 1268; 43 U.S.C. § 390jj); Soil and Moisture Conservation Act of 1935 (49 Stat 163; 16 U.S.C. § 590 et seq.) (Through Section 6 of Reorganization Plan No. IV - 1940); and Water Supply Act of 1958 (72 Stat 319; 43 U.S.C. § 390b).

This Request for Proposals is issued in accordance with the Soil and Moisture Conservation Program under Soil and Moisture Act of 1935, Pub. L. 74-6 (16 U.S.C.590a-590i).

## **SECTION II -- AWARD INFORMATION**

### **II.A. TOTAL PROJECT/ACTIVITY FUNDING**

It is anticipated that between 3 and 5 cooperative agreements will be awarded for the Yuma Area depending on the project proposal and total amount of funding requested by successful proposals. Total estimated funding for the program for fiscal year 2006 is \$175,000.

### **II.B. PROJECT FUNDING LIMITATIONS**

To facilitate the broad and effective use of limited Federal funds, Reclamation's share of any one proposed project/activity shall be up to 50% of the total project/activity costs, and shall generally not exceed \$75,000. However, Reclamation retains the right to make awards exceeding that amount on a case-by-case basis.

### **II.C. RECLAMATION INVOLVEMENT**

Substantial involvement between Reclamation and the Recipient will be included in the performance of this project/activity. Such involvement should be described in the proposal. If it is determined that substantial involvement would support the project/activity, Reclamation may provide the following:

**II.C.1** Limited engineering services for design of water measurement and/or control structures or electronic monitoring and control equipment;

**II.C.2** Training to the recipient's employees and/or reference materials;

**II.C.3** Collaboration and participation with the Recipient in the management of the project/activity and closely oversee the Recipient's activities to ensure that the program objectives are being achieved; and

**II.C.4** Oversight shall include review, input, and approval at key interim stages of the project/activity as identified in the Recipient's proposal.

**II.C.5** If substantial involvement is not anticipated on the part of Reclamation, the financial assistance will be a grant.

**II.C.6** Reclamation retains the right to make awards using either a grant or cooperative agreement instrument.

### **II.D. AWARD DATE**

It is anticipated that awards will be made in May 2006, with an anticipated project/activity start date on or around May 31, 2006.

## **SECTION III -- ELIGIBILITY INFORMATION**

### **III.A. ELIGIBLE APPLICANTS**

Eligible applicants include agricultural and/or municipal/industrial water districts, small entities (public or private) that have contracts for water with Reclamation under the Warren Act, Native American Tribes, universities, states, local governments, and non-profit organizations.

### **III.B. COST SHARING REQUIREMENT**

Applicants must be willing to cost share 50% or more of the total project/activity costs. Applicant cost sharing of more than 50% of the project/activity costs is encouraged and will be given greater consideration in the ranking process for the proposed project.

Cost sharing may be made through cash or in-kind contributions from the applicant or third party partners; however, all cost share contributions must meet the criteria established in the OMB administrative and cost principles circulars applicable to the applicant (see Section IX.A).

For information on indirect costs, refer to the OMB cost principles circular applicable to your organization as listed in Section IX.A of this document.

Project costs that have been incurred prior to the date of award of the project may be submitted for consideration as an allowable portion of the recipient's cost share for the project. Reclamation will review the proposed pre-award costs to determine if they are allowable in accordance with the authorizing legislation and applicable cost principles (see Section IX.A).

The circulars may be found at [http://www.whitehouse.gov/omb/grants/grants\\_circulars.html](http://www.whitehouse.gov/omb/grants/grants_circulars.html) .

### **III.C. LENGTH OF PROJECT/ACTIVITY**

Applicants should propose projects that can be completed within 24 months from the project award date which is anticipated to be in May 2006. However, multi-year proposals will be considered if it can be demonstrated that there will be measurable on-the-ground accomplishments each year.

### **III.D. OTHER REQUIREMENTS**

#### **III.D.1 TECHNICAL AND BUDGET PROPOSALS**

The applicant must submit technical and budget proposals in accordance with the requirements stated in Section IV of this document.



## SECTION IV -- APPLICATION AND PROPOSAL SUBMISSION INFORMATION

### IV.A. ADDRESS TO REQUEST APPLICATION PACKAGE

This document contains all information, forms, and electronic addresses required to obtain the information required for submission of a proposal. If you are unable to access this information electronically, you may request paper copies of any of the documents referenced in this request for proposals by contacting:

By mail: Bureau of Reclamation  
Yuma Area Office  
Attn: Gerald Casares YAO-3105  
Grants and Cooperative Agreements Officer  
7301 Calle Agua Salada  
Yuma AZ 85364

E-mail: gcasares@lc.usbr.gov  
Phone: 928-343-8262  
Fax: 928-343-8164

### IV.B. INSTRUCTIONS FOR SUBMISSION OF PROJECT PROPOSAL

Each applicant shall submit a proposal in accordance with the instructions contained in this section. Each proposal shall consist of the following three elements: (1) Technical Proposal; (2) Funding Plan; and (3) Budget Proposal. Detailed instructions for each of these elements are set forth immediately below.

**A suggested format for the complete proposal is also included in Section IX-B of this document.**

**Do not include** a cover letter or company literature/brochure with your proposal. All pertinent information must be included in your Technical and Project Budget Proposals, Funding Plan, and Budget Proposal in accordance with the formats described below.

### IV.C. TECHNICAL PROPOSAL INSTRUCTIONS

#### IV.C.1 Proposal Format and Length

Technical proposals shall be limited to **seven (7)** 8-1/2 inch X 11 inch pages, excluding any forms required in these instructions, **single-spaced** on one side of the page. The font used shall be at least 12 points in size and shall be easily readable. Proposals will be prescreened for compliance to the 7-page limit. The cover sheet (Standard Form 424), Assurances (Standard Form 424B or D, as applicable), Budget (Standard Form 424A or C), blank pages, title pages, blueprints, Appendix, and table of content pages, will not be counted in the 7-page limit. All pages shall be consecutively numbered, including pages with tables and exhibits.

**A suggested format for the technical proposal is included in Section IX-B of this document.**

#### IV.C.2 Technical Proposal Content

**IV.C.2.1 Cover Page** – The cover page shall consist of a fully completed SF 424 - Application for Federal Assistance. This form must be signed by a person legally authorized to commit your organization to performance of the project. This form is available at [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).

**IV.C.2.2 Assurances** – Include with your proposal a completed and signed SF 424B – Assurances – Non-Construction Programs or an SF 424D – Assurances – Construction Programs. This form must be signed by a person legally authorized to commit your organization to performance of the project. These forms are available at [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html) .

**IV.C.2.3 Title Page** – Provide a brief, informative, and descriptive title for the proposed work that indicates the nature of the project. Include the name and address of the applicant, and the name and address, email address, telephone and facsimile numbers of the project manager.

**IV.C.2.4 Table of Contents** – List all major sections of the technical proposal in the Table of Contents.

**IV.C.2.5 Executive Summary** – Discuss briefly how the required work will be performed and the highlights of the proposal. **Two page limit – see the Executive Summary template, included at Section IX of this document, as an example of an acceptable format for the summary.**

**IV.C.2.6 Background Data** – Include location and other appropriate information, including the applicant's water supply allocation (in acre feet), if applicable.

**IV.C.2.7 Water Conservation Program Benefits** – Include information regarding listed Water Conservation Program Benefits from Section I.B.2.

**IV.C.2.8 Project Description** – Describe in detail the work to be carried out. Break down the proposed work, including reporting, into major tasks. Discuss the approach to accomplish the proposed work. This discussion shall be in sufficient detail to permit a comprehensive evaluation of the proposal. An estimated schedule demonstrating the stages and duration of the construction of the project shall be included. Engineering plans, designs and analyses must be certified by a registered professional engineer. These plans should be in the Appendix of the proposal.

Describe water conservation measures to be taken pursuant to the proposed action. Additionally, the applicant should describe how the proposal will save amounts of water and discuss benefits that are applicable to the project work.

**IV.C.2.9 Environmental and Regulatory Compliance** – Applicants are required to comply with all applicable state, Federal, and local environmental, cultural, and paleontological resource protection laws and regulations. These may include, but are not limited to, the National Environmental Policy Act (NEPA), including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the National Historic Preservation Act, which requires consultation with the State Historic Preservation Office, the Endangered Species Act, and could require consultation with potentially affected Tribes.

Reclamation is the lead Federal agency for NEPA compliance. As the lead agency, Reclamation is solely responsible for determining the appropriate level of NEPA compliance, which could be a categorical exclusions checklist, environmental assessment, or environmental impact statement. However, a project sponsor (or their contractor) can provide much of the necessary information and data analyses.

In order to allow Reclamation to assess the probable environmental impacts and associated costs for each proposal, all applicants must respond to the following list of questions focusing on the requirements of NEPA, the Endangered Species Act, and the National Historic Preservation Act. Please answer the following questions to the best of your knowledge. If any question is not applicable to your project, please explain why. If you have any questions, please contact your local Reclamation office.

- (1) Will your project impact the surrounding environment (i.e. soil [dust], air, water [quality and quantity], animal habitat, etc.)? If so, please explain the impacts and any steps that could be taken to minimize the impacts.
- (2) Are you aware of any endangered or threatened species in the project area?
- (3) Are there wetlands inside the project boundaries? If so, please estimate how many acres of wetlands there are, and describe any impact your project will have on the wetlands.
- (4) When was your irrigation system constructed?
- (5) If your project will affect individual features of an irrigation system (e.g., headgates, canals or flumes), state when those features were constructed and describe the nature and timing of any extensive alterations or modifications to those features.
- (6) Are any buildings, structures, or features in your irrigation district listed or eligible for listing on the National Register of Historic Places? Your local Reclamation office can assist you in answering this question.
- (7) Are there any known archeological sites in the proposed project area?

In addition, applicants must obtain all required approvals and permits, and shall coordinate and obtain any approvals required from site owners and operators. Applicants should state in their proposals whether any permits or approvals are required, and explain the applicant's plan for obtaining such permits or approvals.

Environmental and regulatory compliance costs are addressed in Section IV.E.2.7, below.

#### **IV.D. FUNDING PLAN AND LETTER OF COMMITMENT INSTRUCTIONS**

The applicant's proposal shall include a funding plan that describes how the non-Reclamation share of the project costs will be obtained. Reclamation will use this information in making a determination of financial capability. Applicants must be willing to fund at least 50% of the project costs and provide documentation showing the sources of non-Reclamation funding that totals 50% or more of the project costs. Additionally, if project funding is being provided by other than the applicant, the applicant shall submit letters of commitment from these additional sources.

**This is a mandatory requirement for all proposals submitted in response to this request for proposals.**

#### **IV.E. BUDGET PROPOSAL INSTRUCTIONS**

##### **IV.E.1 General Requirements**

Include a project budget with the annual estimated project costs associated with the proposed project. Additionally, the proposal should contain an estimate of any increase or decrease in annual operation and maintenance (O&M) costs resulting from the project. The price base (date) for construction and O&M estimates should also be included. The project budget should include the value of in-kind contributions of goods and services and sources of funds provided to complete the project.

##### **IV.E.2 Budget Proposal Format**

The project budget shall include detailed information for the categories listed below. The project budget shall clearly identify all project costs and the funding source, i.e., Reclamation, or other funding sources. Additionally, applicants should include a narrative description of the items included in the project budget. **Submission of the following information is mandatory. Award will not be made to any applicant who fails to fully disclose the following information.**

**Samples of an acceptable budget format and budget narrative are included in Section IX-B of this document.**

**IV.E.2.1 Salaries and Wages** – Indicate program manager and other key personnel by name and title. Other personnel may be indicated by title alone. For all positions, indicate salaries and wages, estimated hours or percent of time, and rate of compensation proposed. All labor estimates, including any proposed subcontractors, shall be allocated to specific tasks as outlined in the Recipient's technical proposal. Labor rates and proposed hours shall be displayed for each task.

Clearly identify any proposed salary increases and the effective date.

Generally, salaries of administrative and/or clerical personnel should be included as a portion of your indirect costs. If these salaries can be adequately documented as direct costs, they may be included in this section; however, an explanation should be included in your budget narrative.

**IV.E.2.2 Fringe Benefits** – Indicate rates/amounts, what costs are included in this category, and the basis of the rate computations. Indicate whether these rates are used for proposal purposes only or whether they are fixed or provisional rates for billing purposes. Federally-approved rate agreements are acceptable for compliance with this item.

**IV.E.2.3 Travel** – Include purpose of trip, destination, number traveling, length of stay and all travel costs including airfare (basis for rate used), per diem, lodging, and miscellaneous travel expenses. For local travel, include mileage and rate of compensation.

**IV.E.2.4 Equipment** – Itemize costs of all equipment having a value of over \$500 and include information as to the need for this equipment.

**IV.E.2.5 Supplies** – Itemize supplies by major category, quantity, and purpose, such as whether the items are needed for office use, research, or construction.

**IV.E.2.6 Contractual** – Identify all work that will be accomplished by subrecipients, consultants, or contractors, including a detailed budget estimate of time, rates, supplies, and materials that will be required for the task. If a subrecipient, consultant, or contractor is proposed and approved at time of award, no other approvals will be required. Any changes or additions will require a request for approval.

**IV.E.2.7 Environmental and Regulatory Compliance Costs** –(hereinafter, “environmental compliance costs,” as defined below)

“Environmental compliance costs” refer to costs incurred by Reclamation or the applicant in complying with environmental regulations applicable to a WATER CONSERVATION PROGRAM financial assistance project, which could include NEPA, ESA, NHPA and the Clean Water Act, and other regulations depending on the project, including costs associated with any required permits or approvals. Such costs may include, but are not limited to:

- The cost incurred by Reclamation to determine the level of environmental compliance required for the project;
- The cost incurred by Reclamation, the recipient, or a consultant to prepare any necessary environmental compliance documents or reports;
- The cost incurred by Reclamation to review any environmental compliance documents prepared by a consultant; and,
- The cost incurred by the recipient in acquiring any required approvals or permits, or implementing any required mitigation measures.

Applicants must include a line item in their budget to cover environmental compliance costs. Reasonable environmental costs included in the line item will be considered project costs and will be cost shared by the applicant and Reclamation. The amount of the line item should be based on the actual expected environmental compliance costs for the project. **Any environmental compliance costs that exceed the amount budgeted for by the applicant must generally be paid for solely**

**by the applicant.** Reclamation retains discretion, depending on the circumstances, to pay for some environmental compliance costs in excess of the amount budgeted for the by applicant, on a case-by-case basis.

How environmental compliance activities will be performed (e.g. by Reclamation, the applicant or a consultant) will be determined pursuant to subsequent agreement between Reclamation and the applicant. If any portion of the funds budgeted for environmental compliance is not required for compliance activities, such funds may be reallocated to the project, if appropriate.

To the extent possible, environmental compliance will be completed before a cooperative agreement is signed by the parties. In all other cases, the cooperative agreement will describe how environmental compliance will be carried out and how such costs will be paid for.

**IV.E.2.8 Other** – Any other expenses, such as those for reporting, not included in the above categories shall be listed in this category, along with a description of the item and what it will be used for. No profit or fee will be allowed.

Funding for contingencies will only be considered in association with construction projects. Proposals for construction contingency funding at a rate greater than 10% will be found not acceptable.

**IV.E.2.9 Indirect Cost** – Show the proposed rate, cost base, and proposed amount for allowable indirect costs based on the applicable OMB circular cost principles (see Section VIII) for the recipient's organization. It is not acceptable to simply incorporate indirect rates within other direct cost line items.

If the recipient has separate rates for recovery of labor overhead and general and administrative costs, each rate shall be shown. The applicant should propose rates for evaluation purposes which will be used as fixed or ceiling rates in any resulting award. Include a copy of any federally-approved Indirect Cost Rate Agreement.

If you do not have a Federally-approved Indirect Cost Rate Agreement or if unapproved rates are used, explain why, and include the computational basis for the indirect expense pool and corresponding allocation base for each rate. Information on “Preparing and Submitting Indirect Cost Proposals” is available from the Department of the Interior, National Business Center, Indirect Cost Section, at <http://www.nbc.gov/icshome.cfm> .

**IV.E.2.10 Total Cost** – Indicate total amount of project costs, including the Federal and non-Federal cost share amounts.

**IV.E.2.11 Budget Information** – In addition to the above-described budget information, the applicant must complete an SF-424A, Budget Information – Nonconstruction Programs, or an SF424C, Budget Information-Construction Programs. These forms are available at: [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html) .

## **IV.F. DATE FOR RECEIPT OF PROPOSALS**

Proposals will be accepted until 4:30 p.m., Mountain Standard Time, on March 31, 2006. Proposals received after this time will only be considered for award if additional funding is available or if there is a lack of high quality eligible proposals identified after evaluation of original proposals. One original and two copies shall be submitted.

#### **IV.G. PROPOSAL DELIVERY ADDRESS**

Proposals shall be delivered to the following address:

**Mailing Address:** Bureau of Reclamation  
Yuma Area Office  
Attn: Gerald Casares, LC-3105  
7301 Calle Agua Salada  
Yuma AZ 85364

#### **IV.I. SAMPLE FORMATS**

Please refer to Section IX of this document for sample formats to assist you in the preparation of your Technical Proposal, Funding Plan, Budget Proposal, and Budget Narrative. You are not required to use these formats; however, these formats will help ensure that you have correctly submitted all portions of your funding application.

## **SECTION V -- APPLICATION REVIEW INFORMATION**

**A total of 100 points will be used to evaluate each proposal received.**

### **V.A. EVALUATION CRITERIA**

The relative importance to be placed on the evaluation criteria is shown below. Proposals will be evaluated by the appropriate program officials in accordance with these criteria and the corresponding weights assigned to each criterion. A total of 100 points will be used to evaluate each proposal received.

#### **V.A.1 Hydrologic Connection to Reclamation Projects (20 points)**

Priority is given to water user entities that receive water supplies from Reclamation projects. The applicant should specify Reclamation's water supply contract number, if applicable, and list the total water allocation, in acre-feet per year.

#### **V.A.2 Type and Location of Project (20 points)**

Priority will be given to projects/activities that are supported by the Water Conservation Program, particularly implementation, demonstration, and education projects that are within the administrative boundary supported by the Yuma Area Office.

#### **V.A.3 Outdoor or Agricultural Water Use (5 points)**

Additional credit is given to projects that target either outdoor (e.g. landscape/turf) or agricultural water use.

#### **V.A.4 Recipient's Need for Assistance for a Successful Project (20 points)**

Would the entire project be accomplished without federal assistance? The proposal should address what impact the lack of federal assistance would have on the proposed work.

#### **V.A.5 Information on Benefits & Results (10 Points)**

The proposal provides the following information regarding the benefits of the proposed work:

(a) Identifies the direct benefits of the proposed work, including acre-feet of water conserved, better managed, and any indirect benefits, such as enhancements to aquatic/riparian habitats, reduced soil erosion, increased carryover storage, or increased reliability of water supply; (b) Identifies the estimated period of time during which direct and indirect benefits will be derived (i.e., life of the project in number of years and whether benefits would occur year-round, or only during the irrigation season); (c) Provides support for how estimates of the benefits were made (calculations, measurements and references); and (d) Describes how the actual benefits will be verified and documented once the project is completed. See Section I.B.2, for list of required benefits to address.

#### **V.A.6 Technical Feasibility (10 points)**

The proposed project should follow established and successfully proven scientific and engineering practices. A demonstration project should follow a practice which has been successfully proven under similar conditions at other locations. The proposal should state clearly and specifically what is to be accomplished and how it will be accomplished.

### **V.A.7 Demonstrated Financial Ability (5 points)**

The applicant demonstrates the financial ability to pay for the estimated project costs and any increase in operation and maintenance costs associated with the proposed work. The proposal should include:

- (a) A funding plan identifying the source of funding (e.g. reserve account, tax revenue and/or assessments, in-kind services and/or third party contributors);
- (b) Supporting documentation showing that funds are available (e.g., operating budget, or a financial analysis or report);
- (c) An estimate of any changes to operation and maintenance costs as a result of the proposed work (increase or decrease); and
- (d) Letters of commitment from any cost-sharing partners.

### **V.A.8 Budget Detail (5 points)**

This criterion evaluates whether the budget is sufficiently detailed to support the estimated costs. The budget provided should be sufficiently detailed to support the estimated costs and identify direct, indirect, environmental compliance and contingency costs. This criterion also evaluates whether the costs are reasonable and appropriate for the work proposed.

### **V.A.9 Cost sharing (5 points)**

This criterion evaluates the level of non-Reclamation funding and that the cost-share funds are secure. The applicant's proposal shall include a funding plan that describes how the non-Reclamation share of the project costs will be obtained. Applicants must be willing to fund at least 50% of the project costs and provide documentation showing the sources of non-Reclamation funding that totals 50% or more of the project costs. Additionally, if project funding is being provided by other than the applicant, the applicant shall submit letters of commitment from these additional sources.

## **V.B. OTHER FACTORS**

Prior to award of an assistance agreement, the Grant and Cooperative Agreement Officer (GCAO) will consider several factors in the selection process which are important, but not quantified, such as:

**V.B.1** Agreement with the general and special agreement provisions included in Section VIII.

**V.B.2** Preaward clearances, determinations, reviews, and approvals, which may include, but are not limited to, allowability and allocability of proposed costs; financial strength and stability of the organization; past performance; and adequacy of personnel practices, procurement procedures, and accounting policies and procedures, as established by applicable OMB Circulars.

## **V.C. REVIEW AND SELECTION PROCESS**

The Government reserves the right to reject any and all proposals which do not meet the requirements of this solicitation and which are determined to be outside the scope of the *WATER CONSERVATION PROGRAM* program. Awards will be made to the responsible applicants submitting proposals which conform to the solicitation and are most advantageous to the Government considering the factors and any significant subfactors listed above. Award selection may be made to maintain balance among the program tasks listed in Section I. The evaluation process will be comprised of the following three screening levels:



### **V.C.1 First Level Screening**

All proposals will be screened to ensure that:

- The proposal meets the requirements of the solicitation package, including submission of technical and budget proposals, a funding plan, and related forms that are prepared in accordance with the instructions stated in Sections IV.B, IV.C, IV.D, and IV.E of this document;
- The applicant meets the eligibility requirements stated in Sections I.B and III of this document;
- At least 50% of the cost of the project is being cost shared by the applicant;
- The project can be accomplished within 24 months. For multi-year proposals, the project will accomplish measurable on-the-ground improvements annually; and

A proposal must pass all First Level screening criteria in order for it to be forwarded for further consideration at the Second Level Evaluation phase.

### **V.C.2 Second Level Evaluation (Technical Review)**

Technical factors will comprise **100** points of the total evaluation weight. Individual technical factors, and significant sub-factors, are described in Section V.A, above, with their respective evaluation weights.

### **V.C.3 Third Level Evaluation (Managerial Review)**

Management will conduct a final review to prioritize projects based on availability of funds and to ensure balance among the program tasks listed in Section I.

After completion of the Third Level Evaluation, Reclamation will notify applicants of its initial selections. All proposals initially selected will then be forwarded to WATER CONSERVATION PROGRAM Area Coordinator to complete environmental compliance, and to draft a financial assistance agreement.

Before an agreement is finalized, Reclamation will also complete a business evaluation and determination of responsibility for all applicants recommended for award.

## **SECTION VI -- AWARD ADMINISTRATION INFORMATION**

### **VI.A. AWARD NOTICES**

The successful applicants will receive a Notice of Award, including a completed original of the attached Reclamation Financial Assistance Agreement For 7-2277, for signature. Unsuccessful offerors will be notified by letter.

### **VI.B. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS**

See General and Special Provisions in the attached example of the Reclamation assistance form.

### **VI.C. REPORTING**

See reporting requirements, Special Provision No. 3, Reclamation agreement form. If your organization is awarded an agreement as a result of this request for proposals, you will be required to submit the following types of reports during the term of the agreement. Detailed information on the type, frequency, and distribution of these reports is included in Section IX.A.3, titled Reporting Requirements and Distribution, of this document.

#### **VI.C.1 Financial Reports**

- SF-269 or SF-269a, Financial Status Report
- SF-272, Report of Federal Cash

#### **VI.C.2 Program Performance Reports**

- Interim Reports
- Annual Reports
- Final Report

#### **VI.C.3 Significant Developments Reports**

## **SECTION VII -- AGENCY CONTACTS**

All questions concerning the administrative or technical aspects of this announcement should be addressed, in writing, to Mr. Gerald Casares by (1) telephone at 928-343-8262; (2) email at [gcasares@lc.usbr.gov](mailto:gcasares@lc.usbr.gov); (3) fax to Mr. Casares at 928-343-8164; or (4) in writing addressed to Mr. Gerald Casares, Attn: YAO-3105, Bureau of Reclamation, 7301 Calle Agua Salada, Yuma AZ 85364.

## SECTION VIII -- OTHER INFORMATION

If awarded a Grant or Cooperative Agreement as a result of this request for proposals, the following General Provisions and Special Provisions will be included in the award agreement.

### VIII.A. GENERAL PROVISIONS (06/15/2004)

#### 1. Regulations and Guidance

The regulations at 43 CFR, Part 12, Subparts A, C, E, and F, are hereby incorporated by reference as though set forth in full text. The following Office of Management and Budget (OMB) Circulars, as applicable, and as implemented by 43 CFR Part 12, are also incorporated by reference and made a part of this agreement. Failure of a recipient to comply with any applicable regulation or circular may be the basis for withholding payments for proper charges made by the recipient and/or for termination of support. Copies of OMB Circulars are available at [http://www.whitehouse.gov/omb/grants/grants\\_circulars.html](http://www.whitehouse.gov/omb/grants/grants_circulars.html). The implementation of the circulars at 43 CFR Part 12 is available at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>.

#### 1.1 Agreements with colleges and universities shall be in accordance with the following circulars:

Circular A-21, revised May 10, 2004, "Cost Principles for Educational Institutions"

Circular A-110, as amended September 30, 1999, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" (Codification by Department of Interior, 43 CFR 12, Subpart F)

Circular A-133, revised June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations"

#### 1.2 Agreements with State, local and tribal governments shall be in accordance with the following circulars:

Circular A-87, as amended May 10, 2004, "Cost Principles for State, Local, and Indian Tribal Governments"

Circular A-102, as amended August 29, 1997, "Grants and Cooperative Agreements with State and Local Governments" (Grants Management Common Rule, Codification by Department of Interior, 43 CFR 12, Subpart C)

Circular A-133, revised June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations"

#### 1.3 Agreements with nonprofit organizations shall be in accordance with the following circulars and provisions:

Circular A-110, as amended September 30, 1999, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" (Codification by Department of Interior, 43 CFR 12, Subpart F)

Circular A-122, revised May 10, 2004, "Cost Principles for Non-Profit Organizations"

Circular A-133, revised June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations"

**1.4 All agreements with organizations other than those indicated above** shall be in accordance with the basic principles of OMB Circular A-110 and cost principles shall be in accordance with 48 CFR Subpart 31.2, titled "Contracts with Commercial Organizations," which is available on the Internet at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>.

## **A.2 Debarment and Suspension**

The Department of the Interior regulations at 43 CFR 42—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the recipient agrees to comply with 43 CFR 42, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at <http://www.gpoaccess.gov/ecfr/>.

## **A.3 Drug-Free Workplace**

The Department of the Interior regulations at 43 CFR 43—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the recipient agrees to comply with 43 CFR 43, Subpart B, if the recipient is not an individual, or with 43 CFR 43, Subpart C, if the recipient is an individual. These regulations are available at <http://www.gpoaccess.gov/ecfr/>.

## **A.4 Assurances and Certifications Incorporated by Reference**

**4.1.** The provisions of the Assurances, SF 424B or SF 424D as applicable, executed by the Recipient in connection with this agreement shall apply with full force and effect to this agreement as if fully set forth in these General Provisions. Such Assurances include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

**4.2** When required by 43 CFR 18—New Restrictions on Lobbying, recipients shall complete a Certification Regarding Lobbying form. This certification is incorporated by reference and made a part of this agreement. These regulations are available at <http://www.gpoaccess.gov/ecfr/>.

## **A.5 Covenant Against Contingent Fees**

The recipient warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the recipient for the purpose of securing agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **A.6 Contracting with Small and Minority Firms, and Women's Business Enterprises**

It is a national policy to award a fair share of contracts to small and minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

**6.1** The grantee and subgrantee shall take all necessary affirmative steps to assure that minority firms, and women's business enterprises are used when possible.

**6.2** Affirmative steps shall include:

**6.2.1** Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

**6.2.2** Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

**6.2.3** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

**6.2.4** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

**6.2.5** Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and

**6.2.6** Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in A.6.2.1 through A.6.2.5, above.

## **A.7 Notice Regarding Buy American Act**

In accordance with the annual Energy and Water Development Appropriations Act, please be advised that it is and has been the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made. This provision shall remain in effect unless revoked by a future specific act of Congress.

## **A.8 Resolving Disagreements**

When entering into a cooperative agreement with a recipient, Reclamation commits itself to working with the recipient in a harmonious manner to achieve the objectives of the project successfully. When disagreements arise between the parties, they must be resolved according to the procedures discussed below:

**8.1** Reclamation shall attempt first to resolve disagreements with the recipient through informal discussion among the Grant and Cooperative Agreement Officer (GCAO), the Program Officer, and the recipient's Project Director.

**8.2** If the disagreement cannot be resolved through informal discussion between these parties, the GCAO and the Program Officer shall document the nature of the disagreement and bring it to the attention of the Grant Office Manager.

**8.3** After reviewing the facts of the disagreement, as presented by the Grants and Program Offices, the Grant Officer Manager will arrange a formal meeting. If agreement still cannot be reached, the parties will collectively decide on any varied approaches which might be used to resolve the disagreement. The parties shall be responsible for their individual expenses related to any approach utilized to resolve the disagreement. If attempts at resolving the disagreement fail, the Chief, Acquisition and Assistance Management Division, or the Regional Director, whichever is applicable, shall make a decision which shall be final and conclusive.

**8.4** Nothing herein shall be construed to delay or limit Reclamation's right to take immediate and appropriate action, as set forth at 43 CFR Subpart 12.83 or 12.962, as applicable, in the event of material noncompliance by the recipient, and no attempts at informal resolution shall be necessary.

Any post award issue will be open for resolution in accordance with the above procedures, with the exception of disagreements regarding continuation of the agreement (termination must be in accordance with 43 CFR 12), or other matters specifically addressed by the agreement itself.

### **A.9 Lobbying Restrictions**

In accordance with the annual Energy and Water Development Appropriations Act, please be advised that it is and has been the sense of Congress that none of the funds appropriated by this Act may be used in any way, directly or indirectly, to influence Congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This provision shall remain in effect unless revoked by a future specific act of Congress.

### **A.10 Electronic Funds Transfer (EFT)**

In accordance with the Debt Collection Improvement Act of 1996, 31 CFR 208, effective January 2, 1999, all Federal payments to recipients must be made by EFT unless a waiver has been granted in accordance with 31 CFR 208.4. Upon award of a financial assistance agreement, Reclamation will provide the recipient with further instructions for implementation of EFT payments or a certification form to request exemption from EFT.

### **A.11 Endorsement of Commercial Products and Services**

In accordance with 43 CFR 12.2(d), this provision applies to grants and cooperative agreements whose principal purpose is a partnership where the recipient contributes resources to promote agency programs, publicize agency activities, assists in fund-raising, or provides assistance to the agency. If the agreement is awarded to a recipient, other than a State government, a local government, or a federally-recognized Indian tribal government, and the agreement authorizes joint dissemination of information and promotion of activities being supported, the following provision shall be made a term and condition of the award:

Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc., of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a subaward to any subrecipient, except for a subaward to a State government, a local government, or to a federally-recognized Indian tribal government.

## **B. SPECIAL PROVISIONS (July 2004)**

### **1. Grants and Cooperative Agreements Officer's Representative (GCAOR) (Reclamation 08/03)**

The GCAOR for this agreement will be:

[To be completed at time of award]

The GCAOR is authorized to act only on technical matters during the term of this Agreement. The GCAOR and the Recipient's Project Manager shall work closely to insure that all requirements of the Agreement are being met. The GCAOR's responsibilities include, but are not limited to, the following:

- (a) Assist the Recipient concerning the accomplishment of the tasks described in the Agreement;
- (b) Provide information to the Recipient which assists in the interpretation of the tasks; and
- (c) Review, and where required, approve reports and information to be delivered to the Government.

Technical assistance must be within the general scope of the Agreement. The GCAOR does not have the authority to, and may not, issue any technical assistance which:

- (a) Constitutes an assignment of additional work outside the general scope of the Agreement;
- (b) In any manner causes an increase or decrease in the total estimated cost or the time required for performance; or
- (c) Changes any of the expressed terms, conditions, or specifications.

### **2. Modifications (Reclamation 08/03)**

Any changes to this agreement shall be made by means of a written modification. Reclamation may make changes to the agreement by means of a unilateral modification to deal with administrative matters, such as changes in address, no-cost time extensions, the addition of previously agreed upon funding, or deobligation of excess funds at the end of the agreement. Additionally, a unilateral modification may be utilized by Reclamation if it should become necessary to suspend or terminate the agreement in accordance with 43 CFR 12.83 or 43 CFR 12.961, as applicable.

All other changes shall be made by means of a bilateral modification to the agreement. No oral statement made by any person, or written statement by any person other than the GCAO, shall be allowed in any manner or degree to modify or otherwise effect the terms of the Agreement.

All requests for modification of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GCAO. Any request for project extension shall be made at least 45 days prior to the expiration date of the agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

### **3. Reporting Requirements and Distribution (Reclamation 11/03)**

Failure to comply with the reporting requirements contained in this agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the

agreement, recovery of funds paid under the agreement, withholding of future awards, or other legal remedies.

(1) Financial Reports.

All financial reports shall be signed by an Authorized Certifying Official for the recipient's organization. The following forms are available at [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html) .

(a) SF-269 or SF-269a, Financial Status Report. This form is utilized to report total expenditures for the reporting period. The SF-269 must be used if the recipient is accountable for the use of program income; otherwise, the SF-269a may be used.

An original and two copies of this form shall be submitted [quarterly, semi-annually, or annually] within 30 days following the end of the reporting period.

A final SF-269 or SF-269a shall be submitted within 90 days following completion of the agreement.

(b) SF-272, Report of Federal Cash Transactions. This report shall be submitted by recipients that draw down cash advances by means of electronic funds transfer or Treasury check. Recipients shall identify in the "Remarks" section the amount of cash advances received in excess of 3 days prior to disbursement and explain actions taken to reduce excess balances.

An original and two copies of this form shall be submitted on a [quarterly or (if advances > \$1M) monthly] basis within 15 days following the end of the reporting period.

(2) Program Performance Reports.

(a) Interim Reports. Recipients shall submit an original and two copies of program performance reports on a [quarterly or semi-annually] basis within 30 days following the end of the reporting period. Program performance reports shall contain the following:

(i) A comparison of actual accomplishments with the goals and objectives established for the reporting period;

(ii) Where project output can be quantified, a computation of the cost per unit of output;

(iii) When appropriate, reasons why goals and objectives were not met; and

(iv) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(b) Annual Reports. An original and two copies of an annual program performance report shall be submitted within 90 days following the end of each year of the agreement. Copies of this report may be required to be included with any application for continuing support of the agreement.

(c) Final Report. An original and two copies of the final program performance report shall be submitted no later than 90 days following the expiration or termination of the agreement.

(3) Significant Developments.

During the term of the agreement, the recipient must immediately notify the GCAO if any of the following conditions become known:

(a) Problems, delays or adverse conditions which will materially impair their ability to meet the objectives of the agreement;



(b) Favorable developments which enable the recipient to meet time schedules and objectives sooner than or at less cost than projected or to produce more beneficial results than originally planned.

This notification is to include information on the actions taken or contemplated to resolve problems, delays, or adverse conditions, and any assistance needed from Reclamation to help resolve the problem.

(4) Report Distribution. Copies of reports shall be distributed as follows:

	To the GCAO at the address in Block 6, Page 1	To the GCAOR at the address in Block 8, Page 1
Financial Reports	2	1
Performance Reports	1	2
Significant Developments	2	1

#### **4. Recipient's Project Manager (Reclamation 08/03)**

The Recipient's Project Manager for this agreement shall be [to be completed at time of award]

#### **5. Key Personnel (Reclamation 08/03)**

The Recipient's key personnel for this agreement are identified as follows:

[to be completed at time of award]

In accordance with 43 CFR 12.70(d)(3) or 43 CFR 12.925, as applicable, the Recipient shall request prior approval from Reclamation before making any changes in the key personnel identified above.

#### **6. Payment Policy (Reclamation 11/03)**

Acceptance of a financial assistance agreement from Reclamation creates a legal responsibility on the part of the recipient organization to use the funds and property provided in accordance with the terms and conditions of the agreement. Reclamation has a reversionary interest in the unused balance of funding and in any funds improperly applied.

Payments to recipients are made in accordance with the basic standards and methods stated in the payment regulations at 43 CFR 12.61 or 43 CFR 12.922, as applicable to this agreement. These requirements are intended to minimize the time elapsing between the transfer of funds from the Federal government and the disbursement of these funds by the recipient.

Payment will be made in advance or by reimbursement as follows:

(1) Advance Payment. Recipients shall be paid in advance provided (i) they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and their disbursement by the recipient, (ii) they comply with reporting requirements for timely submission of financial status reports, and (iii) they impose these same standards on subrecipients.

Advances to recipients shall be limited to the minimum amounts needed and shall be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the agreement. The timing and amount of cash advances shall be as close as administratively feasible (generally no more than 3 days) to actual disbursements for direct program costs and the proportionate share of allowable indirect costs.

(2) Reimbursement. Reimbursement shall be the preferred method of payment when a recipient (i) does not meet the requirements for advance payment stated above; (ii) does not have financial management systems that meet the standards in 43 CFR 12.60 or 43 CFR 12.921, as applicable; or (iii) has been converted to payment restrictions for non-compliance with the terms and conditions of the agreement. Reimbursement is also the preferred method of payment for agreements involving construction.

## **7. Payment Method (Reclamation 11/03)**

Electronic Funds Transfer. Payments under this agreement will be made to recipients by electronic funds transfer (EFT) unless the recipient qualifies for exemption from this payment method. Reclamation utilizes the Automated Clearinghouse (ACH) Vendor Express payment system for EFT. Whether funds are paid in advance or as a reimbursement, the actual payment will be made through Vendor Express. Vendor Express allows the Government to transfer funds to a recipient's financial institution along with explanatory information regarding the payment.

Enrollment. Upon award, recipients will receive a copy of the SF-3881, ACH Vendor/Miscellaneous Payment Enrollment Form. This form is required to implement the Vendor Express system and to notify Reclamation of any change or corrections to financial institution information.

Requesting Payments. Requests for advance or reimbursement may be made by the following methods:

(1) SF-270, Request for Advance or Reimbursement. On a monthly basis, recipients may submit an original and two copies of a properly certified SF-270 form to the address identified in [Block #], page 1] of this [agreement/modification]. For advance payments, this form may be submitted on a monthly basis, at least two weeks prior to the date on which funds are required, and on the basis of expected disbursements for the succeeding month and the amount of Federal funds already on hand. Requests for reimbursement may be submitted on a monthly basis, or more frequently if authorized by the GCAO. Requested funds are delivered to the recipient via ACH Vendor Express. This form is available on the Internet at [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html) .

(2) SF-271, Outlay Report and Request for Reimbursement for Construction Programs. The SF-271 shall be used for construction agreements paid by the reimbursement method, letter of credit, electronic funds transfer, or Treasury check advance, except where the advance is based on periodic requests from the recipient, in which case the SF-270 shall be used. This request may be submitted on a quarterly basis, but no less frequently than on an annual basis. Recipients may submit an original and two copies of a properly certified SF-271 form to the address identified in [Block #], page 1] of this [agreement/modification]. This form is available on the Internet at [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html) .

(3) Automated Standard Application for Payments (ASAP). Recipients may utilize the Department of Treasury ASAP payment system to request advances or reimbursements. ASAP is a recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. Once a request is made through ASAP, funds are provided to the recipient either through ACH or Fedwire. Further information regarding ASAP may be obtained from the ASAP website at <http://www.fms.treas.gov/asap>. Upon award, you will be provided with information regarding enrollment in the ASAP system.

## **8. Funds Available for Payment (Reclamation 08/03)**

The Government's obligation under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the GCAO for this Agreement, and until the Recipient receives notice of such availability, to be confirmed in writing to the Recipient by the GCAO.

Pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all commonly known as Reclamation Law, funds for payment under the first year of this agreement are included in the fiscal year 2006 Energy and Water Development Appropriations Act, Public Law 109-103. Funding for any optional year of the agreement is contingent upon subsequent Congressional funding.

## **9. Budget Revisions (Reclamation 08/03)**

The Recipient shall follow the requirements at 43 CFR 12.70(c) or 43 CFR 12.925, as applicable, when making revisions to budget and program plans. Additionally, approval shall be requested for transfers of amounts budgeted for indirect costs to absorb increases in direct costs, or vice versa.

## **10. Reimbursable Costs and Limitations (Reclamation 08/03)**

(1) The Recipient shall provide all personnel, services, facilities, equipment, materials and supplies, and perform all travel which may be necessary and appropriate for the proper performance of this Agreement. Costs so incurred will be paid for as provided herein. Reclamation's obligation to provide funding to the Recipient for costs incurred in these connections shall be limited to the Recipient's direct and indirect costs associated with this Agreement. All such direct and indirect costs must be determined to be allowable under the regulations contained in 48 CFR Subpart 31.2 or an OMB Cost Principle Circular, as applicable, which are incorporated herein through the General Provisions of this agreement.

(2) The recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the agreement. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities for preparation of the final report.

(3) Reclamation shall not be obligated to provide funding to the Recipient and the Recipient shall not be obligated to continue performance under the Agreement or to incur costs in excess of the costs set forth in the annual project budget unless the GCAO has furnished the Recipient a modification to increase the available funding for the Agreement.

## **11. Procurement Standards (Reclamation 08/03)**

When utilizing Federal funds for the procurement of supplies and other expendable property, equipment, real property, and other services under this agreement, the Recipient shall utilize the Procurement Standards set forth at 43 CFR 12.76 or 43 CFR 12.940 -12.948, as applicable. The Recipient may be required to submit evidence that its procurement procedures are in compliance with the standards stated therein. Additional guidance for contracting with small and minority firms, and women's business enterprises is included in the General Provisions section of this agreement.

## **12. Property Standards (Reclamation 08/03)**

All property, equipment and supplies acquired by the Recipient with Federal funds shall be subject to usage, management, and disposal in accordance with the Property Standards at 43 CFR 12.72 - 12.73, or 43 CFR 12.930 - 12.937, as applicable.

## **13. Property Standards (Real Property) (Reclamation 08/03)**

In accordance with 43 CFR 12.71 or 43 CFR 12.932, as applicable, if real property is acquired in whole or in part under this agreement, it shall be subject to the following regulations:

(1) Title. Title to real property acquired under this agreement shall vest upon acquisition in the Recipient or Subrecipient, shall be used for the originally authorized purpose of the project as long as it is needed, and shall not be disposed of or encumbered without Reclamation approval.

(2) Disposition. When the real property is no longer needed for the originally authorized purpose, the Recipient or Subrecipient shall request disposition instructions from Reclamation. The instructions shall provide for one of the following alternatives:

(2.1) Transfer. The Recipient may be permitted to transfer the property to another Federally-sponsored project if the Recipient determines that the property is no longer needed for the purpose of the original project. Use in other projects or programs shall be limited to those with have purposes consistent with those authorized for support by the Department of the Interior.

(2.2) Retention of Title. The Recipient may be allowed to retain the title after compensating Reclamation for that percentage of the current fair market value of the property attributable to the Federal government's financial participation in the project.

(2.3) Sale of Property. The Recipient may be directed to sell the property under guidelines provided by Reclamation, and to compensate Reclamation in an amount calculated by applying Reclamation's percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fix-up expenses. When the Recipient is directed to sell the property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.

(2.4) Transfer of Title. The Recipient may be directed to transfer title to Reclamation or to an eligible third-party. The Recipient shall be entitled to compensation for its attributable percentage of the current fair market value of the property.

#### **14. Inspection (Reclamation 08/03)**

Reclamation has the right to inspect and evaluate the work performed or being performed under this agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a subrecipient, the Recipient shall furnish and shall require subrecipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

#### **15. Audit (Reclamation 01/04)**

Non-Federal entities that expend \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, which is available at [http://www.whitehouse.gov/omb/grants/grants\\_circulars.html](http://www.whitehouse.gov/omb/grants/grants_circulars.html) . Federal awards are defined as Federal financial assistance and Federal cost-reimbursement contracts that non-Federal entities receive directly from Federal awarding agencies or indirectly from pass-through entities. They do not include procurement contracts, under grants or contracts, used to buy goods or services from vendors. Non-Federal entities that expend less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in A-133, §\_\_.215(a), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 43 CFR 12.66 or 43 CFR 12.926, as applicable. General guidance on the single audit process is included in a pamphlet titled, "Highlights of the Single Audit Process" which is available on the internet at

<http://www.dot.gov/ost/m60/grant/sincontact.htm> . Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/> .

## **16. Enforcement (Reclamation 08/03)**

In accordance with 43 CFR 12.83 or 43 CFR 12.962, as applicable, if the recipient materially fails to comply with any term of this agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, Reclamation may take one or more of the following actions as appropriate:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the recipient or subrecipient or more severe enforcement action by the awarding agency;
- (2) Disallow (deny both use of funds and any matching credit for) all or part of the cost of the activity or action not in compliance;
- (3) Wholly or partly suspend or terminate the current award for the recipient's or subrecipient's program;
- (4) Withhold further awards for the program; or
- (5) Take other remedies that may be legally available.

## **17. Termination (Reclamation 08/03)**

In accordance with 43 CFR 12.84 or 43 CFR 12.961, as applicable, and except as provided for in the provision entitled, "Enforcement," this agreement may be terminated in whole or part only as follows:

- (1) By the awarding agency with the consent of the recipient or subrecipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- (2) By the recipient or subrecipient upon written notification to Reclamation, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either the Provision entitled "Enforcement" or paragraph (1) of this Provision.

## **18. Preaward Incurrence of Costs (Reclamation 08/03)**

The Recipient shall be entitled to have incurred costs for this agreement, in a total amount not to exceed \$0.00, for allowable costs incurred on or after [insert date], which if had been incurred after execution of this [agreement OR modification], would have been allowable under the provisions of the agreement.

## **19. Preaward Incurrence of Costs - Cost Sharing or Matching Agreements (Reclamation 08/03)**

The Recipient shall be entitled to have incurred costs for this agreement, in a total amount not to exceed \$0.00, for allowable costs incurred on or after [insert date], which if had been incurred after execution of this [agreement OR modification], would have been allowable under the provisions of the agreement.

In accordance with the cost sharing or matching requirements of this agreement, the recipient is eligible to receive reimbursement for a portion of these total allowable costs in an amount not to exceed \$0.00.

Reimbursement of these costs shall be subject to the funding limitations stated in the Provision entitled "Reimbursable Costs and Limitations."

## **20. Patents and Inventions (Reclamation 08/03)**

The administrative standards set forth in OMB Circular A-102 and OMB Circular A-110, as implemented by 43 CFR 12.936(b), require recipients of agreements which support experimental, developmental, or research work to be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, "Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements." These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the Bureau of Reclamation, is hereby included in this agreement:

### Patent Rights

#### (a) Definitions

(1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) "Subject invention" means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) "Small Business Firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

#### (b) Allocation of Principal Rights

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

#### (c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the Bureau of Reclamation within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the Bureau of Reclamation shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and

the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Bureau of Reclamation, the Recipient will promptly notify the Bureau of Reclamation of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the Bureau of Reclamation within two years of disclosure to the Bureau of Reclamation. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the Bureau of Reclamation to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the Bureau of Reclamation, be granted.

#### (d) Conditions When the Government May Obtain Title

The Recipient will convey to the Bureau of Reclamation, upon written request, title to any subject invention—

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the Bureau of Reclamation may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the Bureau of Reclamation, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

#### (e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the Bureau of Reclamation except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the Bureau of Reclamation to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and Bureau of Reclamation licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the Bureau of Reclamation to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the Bureau of Reclamation will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the Bureau of Reclamation for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right

to appeal, in accordance with applicable regulations in 37 CFR part 404 and Bureau of Reclamation regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the Bureau of Reclamation all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and (ii) convey title to the Bureau of Reclamation when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the Bureau of Reclamation of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

The Recipient will include this provision, suitably modified to identify the parties, in all subagreements or subcontracts, regardless of tier, for experimental, developmental or research work. The subrecipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the subagreement or subcontract, obtain rights in the subrecipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions

The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the Bureau of Reclamation may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the Bureau of Reclamation in connection with any march-in proceeding undertaken by the Bureau of Reclamation in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the Bureau of Reclamation agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry

Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Bureau of Reclamation upon a showing by the



Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The Recipient agrees that with respect to any subject invention in which it has acquired title, the Bureau of Reclamation has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the Bureau of Reclamation to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the Bureau of Reclamation has the right to grant such a license itself if the Bureau of Reclamation determines that:

- (1) Such action is necessary because the Recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Recipient, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations

If the Recipient is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the Bureau of Reclamation, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;
- (2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the Bureau of Reclamation deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the Bureau of Reclamation may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the Bureau of Reclamation when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, Washington, DC 20240.

## **21. Copyrights (Reclamation 08/03)**

(1) For recipients subject to the administrative standards set forth in OMB Circular A-110, the following copyright provision, as implemented by 43 CFR 12.936(a), shall apply:

“The recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency(ies) reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.”

(2) For recipients subject to the administrative standards set forth in OMB Circular A-102 and the Grants Management Common Rule, the following copyright provision, as implemented by 43 CFR 12.74, shall apply:

“The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.”

## **22. Rights to Data (Reclamation 08/03)**

For recipients subject to the administrative standards set forth in OMB Circular A-110, the following provision, as implemented by 43 CFR 12.936(c), shall apply:

“The Federal Government has the right to:

- (1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.”

## **SECTION IX -- FORMS and SUGGESTED FORMATS**

This section contains suggested forms and formats that are intended to assist your organization in the preparation of a proposal that will meet the proposal submission requirements stated in this Request for Proposals.

1. Cover Page -- SF-424 Application for Financial Assistance form
2. SF-424B, Assurances - Nonconstruction Programs, or SF-424D, Assurances – Construction Programs, form
3. Title Page
4. Table of Contents
5. Executive Summary
6. Technical Proposal
7. Funding Plan
8. Budget Proposal
9. Budget Narrative
10. Budget Form -- SF-424A, Budget Information – Nonconstruction Programs, or SF424C, Budget Information - Construction Programs

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### **COVER PAGE** (See RFP Section IV.C.2.1)

Include an SF-424 Application for Financial Assistance.

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### **ASSURANCES FORM** (See RFP Section IV.C.2.2)

Include an SF-424B, Assurances - Nonconstruction Programs, or SF-424D, Assurances – Construction Programs form.

**TITLE PAGE** (See RFP Section IV.C.2.3)

**WATER CONSERVATION/MANAGEMENT  
PROJECT NAME**

**PROJECT LOCATION**

**Applicant Name**

**Applicant Address**

**Date**

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**Budget Proposal . . . . .**

**Budget Narrative . . . . .**

**Budget Form . . . . .**

<b>PART I -- EXECUTIVE SUMMARY</b> (SEE RFP SECTION IV.C.2.5) (PLEASE LIMIT EXECUTIVE SUMMARY RESPONSES TO A MAXIMUM OF TWO PAGES)																									
<b>A. General Project Information</b>																									
<b>A.1</b>	<b>Date:</b> <b>Applicant Name:</b> <b>City, County, State:</b>																								
<b>A.2</b>	<b>Project Name:</b>																								
<b>A.3</b>	<b>2005 Funding Request Summary</b> [Use * to denote an in-kind contribution]  <table border="1"> <thead> <tr> <th>FUNDING SOURCE</th> <th>FUNDING AMOUNT</th> </tr> </thead> <tbody> <tr> <td><b>Non-Federal Entities:</b></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td><b>Non-Federal Subtotal:</b></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td><b>Reclamation Funding:</b></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td><b>TOTAL PROJECT FUNDING:</b></td> <td></td> </tr> </tbody> </table>	FUNDING SOURCE	FUNDING AMOUNT	<b>Non-Federal Entities:</b>												<b>Non-Federal Subtotal:</b>				<b>Reclamation Funding:</b>				<b>TOTAL PROJECT FUNDING:</b>	
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<b>A.4</b>	<b>One paragraph project/activity summary:</b>																								
<b>A.5</b>	<b>Explain why financial assistance from Reclamation is needed:</b>																								
<b>A.6</b>	<b>Contact for Further Information:</b>  <b>Name:</b> <b>Title:</b> <b>Telephone:</b> <b>E-mail:</b>																								
<b>B. Summary of Project Criteria.</b> Provide a brief narrative for each of the following elements that apply to your proposed project/activity (please review the evaluation criteria, located in Section V of this document, in preparing your responses).																									
<b>B.1</b>	<b>Water Conservation Program</b>																								
<b>B.1.1</b>	<b>Briefly describe any water conservation measures and benefits included in the proposal:</b>																								
<b>B.1.2</b>	<b>Describe the degree to which the proposal increases conservation and/or efficiency overall, and the degree to which it increases conservation or efficiency with regard to any individual facilities improved. In your response, please include the following information:</b>  <b>(a) The applicant's total annual water allocation in acre-feet;</b>  <b>(b) For proposals which conserve water, the amount of water conserved in acre-feet per year;</b>  <b>(c) For projects involving improvements to individual facilities, state the average annual water supply and the estimated water savings, in acre-feet, for the facility or</b>																								

	<p>facilities improved;</p> <p>(d) For proposals that improve water management through measurement, automation, or irrigation management, etc., state the amount of water expected to be better managed, in acre-feet per year.</p>																																																			
B.1.3	<p>State how the project/activity is connected to Reclamation project activities. For example, whether the applicant receives Reclamation project water, or if project/activity is on Reclamation project lands, involves Reclamation facilities, or is in the same basin as a Reclamation project or activity, and if the proposed work will contribute water to a basin where a Reclamation project is located. Where applicable, the water supply contract number should be included:</p>																																																			
<b>B.2</b>	<b>Demonstrated Results</b>																																																			
B.2.1	<p>Provide the following information regarding project/activity benefits:</p> <p>(a) Identify all direct project/activity benefits (i.e., amount of water conserved, better managed); indicate the number of years such benefits will continue (e.g., the life of any physical improvements, and/or the term of any contractual arrangements); and, whether such benefits will occur year-round, or only during certain months of the year (if so, state how many months per year):</p> <p>(b) Identify any indirect benefits, especially any enhancements to aquatic/riparian habitat or improvements to soil erosion:</p> <p>(c) Provide support for how estimates of direct project/activity benefits (water saved or better managed) and any indirect project/activity benefits (e.g., increased water for aquatic habitat, reduced soil erosion, increased reliability of water supply) were made (calculations, measurements and references):</p> <p>(d) Describe how actual project/activity benefits will be verified and documented once the project/activity is completed:</p> <p>In an attempt to assist with the above items, below is a list of possible WATER CONSERVATION PROGRAM benefits that should be addressed and listed if applicable to the project/activity:</p> <table border="0"> <tr> <td>Reduces Leaks and Seepage</td> <td>_____</td> <td>Acre Feet/Year</td> </tr> <tr> <td>Reduces System Spills</td> <td>_____</td> <td>Acre Feet/Year</td> </tr> <tr> <td>Makes More Water Available</td> <td>_____</td> <td>Acre Feet/Year</td> </tr> <tr> <td>Reduces Operation Costs</td> <td>_____</td> <td>\$ /Year</td> </tr> <tr> <td>Reduces Energy Costs</td> <td>_____</td> <td>\$ /Year</td> </tr> <tr> <td>Reduces Waste Treatment Costs</td> <td>_____</td> <td>\$ /Year</td> </tr> <tr> <td>Improves Crop Yield</td> <td>_____</td> <td>Percent/Year</td> </tr> <tr> <td>Reduces On-Farm Costs</td> <td>_____</td> <td>\$ /Year</td> </tr> <tr> <td>Reduces Per Capita Use</td> <td>_____</td> <td>Gallons/Capita/Day</td> </tr> <tr> <td>Provides Technical Training</td> <td>_____</td> <td># of People</td> </tr> <tr> <td>Provides Water Conservation Education</td> <td>_____</td> <td># of People</td> </tr> <tr> <td>Improves Water Supply Reliability</td> <td>_____</td> <td>Frequency (Years)*</td> </tr> <tr> <td colspan="3">* Estimate of how often the improvement will occur (i.e. 1 = each year)</td> </tr> <tr> <td>Delays Construction of New Supplies</td> <td>_____</td> <td>Years</td> </tr> <tr> <td>Reduces Drainage/Erosion</td> <td>_____</td> <td>Tons</td> </tr> <tr> <td>Improves Water Quality</td> <td>_____</td> <td>% reduction of _____</td> </tr> <tr> <td>Enhances Aquatic/Riparian Habitat</td> <td>_____</td> <td>Years</td> </tr> </table>	Reduces Leaks and Seepage	_____	Acre Feet/Year	Reduces System Spills	_____	Acre Feet/Year	Makes More Water Available	_____	Acre Feet/Year	Reduces Operation Costs	_____	\$ /Year	Reduces Energy Costs	_____	\$ /Year	Reduces Waste Treatment Costs	_____	\$ /Year	Improves Crop Yield	_____	Percent/Year	Reduces On-Farm Costs	_____	\$ /Year	Reduces Per Capita Use	_____	Gallons/Capita/Day	Provides Technical Training	_____	# of People	Provides Water Conservation Education	_____	# of People	Improves Water Supply Reliability	_____	Frequency (Years)*	* Estimate of how often the improvement will occur (i.e. 1 = each year)			Delays Construction of New Supplies	_____	Years	Reduces Drainage/Erosion	_____	Tons	Improves Water Quality	_____	% reduction of _____	Enhances Aquatic/Riparian Habitat	_____	Years
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<b>B.3</b>	<b>Project/Activity Financing and Cost-Sharing</b>																																																			

<p><b>B.3.1</b></p>	<p><b>Provide the following information demonstrating that the applicant has the financial ability to pay for estimated costs and any increase in operation and maintenance costs associated with the project/activity:</b></p> <p>(a) Is a funding plan identifying all sources of non-Reclamation funding included in the proposal? Yes ___</p> <p>(b) Describe any documentation supporting the funding plan that demonstrates that the cost-share funds are available (operating budget or excerpts from a financial analysis or report):</p> <p>(c) Provide an estimate of any change in operation and maintenance costs (increase or decrease) as a result of the proposed work:</p> <p>(d) Are letters of commitment from all cost sharing partners included with the proposal? Yes ___</p>
<p><b>B.3.2</b></p>	<p>Does the budget identify direct, indirect, environmental and contingency costs? Yes ___ No ___ If not, explain why.</p>
<p><b>B.3.3</b></p>	<p>Is 50% or more non-Federal funding provided? Yes ___ No ___</p> <p>If more than 50%, state the percentage of non-Federal funding provided: _____%</p>
<p><b>B.4</b></p>	<p><b>Relevance to WATER CONSERVATION PROGRAM</b></p>
<p><b>B.4.1</b></p>	<p><b>Please describe how your proposal demonstrates WATER CONSERVATION PROGRAM objectives and include the following information in your response:</b></p> <p>(a) General description of how your proposal is relevant to WATER CONSERVATION PROGRAM objectives;</p> <p>(b) Identify any non-Reclamation funding partners (e.g., state, city or other water user(s), or interest groups) contributing funds to your project/activity;</p> <p>(c) State whether any letters of support from non-funding partners or stakeholders (those benefiting from the project/activity) are included with your application;</p> <p>(d) Describe who will benefit from the proposed work and how.</p>



<b>PART II -- TECHNICAL PROPOSAL</b> (SEE RFP SECTION IV.C.2)	
<b>A</b>	<b>Background Data</b> Include the following information about the applicant.
A.1	Location:
A.2	Applicant's average annual water supply or annual allocation (in acre feet):
A.3	Describe water use (i.e. municipal, irrigation, etc.):
A.4	If water is primarily used for irrigation, describe major crops, total acres served:
A.5	Describe the applicant's water supply facilities, including miles of canals, miles of laterals, existing irrigation improvements (type, miles, acres), canal and lateral seepage losses and on-farm efficiency, etc.:
A.6	Describe any other relevant background information:
<b>B</b>	<b>Project/Activity Description</b>
B.1	Describe in detail the work and approach to be used to carry out the proposed work. This description shall be in sufficient detail to permit a comprehensive evaluation of the proposal.
B.2	Provide an estimated project/activity schedule demonstrating the stages and duration of the proposed work, including major milestones and dates.
B.3	Discuss any deviations from the proposed July 1, 2005, start date:
B.4	Briefly describe any engineering plans, designs and analyses prepared in connection with the proposed work. All such plans, designs and analyses must be certified by a registered professional engineer, and should be in the Appendix of the proposal:
B.5	Describe water conservation measures to be taken pursuant to the proposed action.
<b>D</b>	<b>Environmental and Regulatory Compliance</b> Please answer the following questions to the best of your knowledge. If any question is not applicable to your project/activity, please explain why. If you have any questions, please contact your local Reclamation office.
D.1	Will the proposed work impact the surrounding environment (i.e. soil (dust), air, water (quality and quantity), animal habitat, etc.)?  If so, please explain the impacts and any steps that could be taken to minimize the impacts.
D.2	Are you aware of any endangered or threatened species in the project area?
<b>E</b>	<b>Environmental Compliance Costs</b>
E.1	State whether a line item for environmental compliance costs has been included in the budget. Yes ___ No ___  If no, please explain why.

<b>PART III – FUNDING PLAN</b> (SEE RFP SECTION IV.D)	
<b>A</b>	<b>Describe how the Applicant will make its contribution to the cost share requirement, including a description of monetary and in-kind contributions, and identification of the source funds contributed by the applicant (e.g., reserve account, tax revenue and/or assessments):</b>
<b>B</b>	<b>Describe any in-kind costs incurred between October 1, 2004, and the anticipated project start date of July 1, 2005, that the applicant seeks to include as project costs:</b>
<b>C</b>	<b>If project funding is being provided by funding partners, not including the applicant or Reclamation, please provide the following information:</b>  <b>(a) Identify the funding partners and state the amount of funding to be provided by each:</b>  <b>(b) Specify whether the required letters of commitment are attached to the proposal:</b>
<b>D</b>	<b>If your request for Federal funding is greater than \$60,000, discuss what lesser amount would be acceptable if Reclamation is unable to provide your total funding request. Discuss any decrease in project size or other problems due to decreased Federal funding.</b>
<b>E</b>	<b>Describe any other Federal funding requested or received for the proposed work. Note: Other federal funding may not be counted towards the applicant’s 50% cost share requirement.</b>
<b>F</b>	<b>Describe what impact the lack of federal assistance would have on the proposed work and the applicant’s water management or water conservation program.</b>
<b>G</b>	<b>Describe any other pending funding requests for the proposed work that have not yet been approved, and explain how the project will be affected if such funding is denied.</b>

**SAMPLE BUDGET PROPOSAL FORMAT** (See RFP Section IV.E)

BUDGET ITEM DESCRIPTION	COMPUTATION		RECIPIENT FUNDING	RECLAMATION FUNDING	TOTAL COST
	\$/Unit and Unit	Quantity			
SALARIES AND WAGES					
Employee 1					
Employee 2					
FRINGE BENEFITS					
Full-time employees					
Part-time employees					
TRAVEL					
Trip 1					
Trip 2					
EQUIPMENT					
Item A					
Item B					
Item C					
SUPPLIES/MATERIALS					
Office Supplies					
Construction					
CONTRACTUAL/ CONSTRUCTION					
ENVIRONMENTAL AND REGULATORY COMPLIANCE					
OTHER					
Reporting					
<b>TOTAL DIRECT COSTS</b>					
INDIRECT COSTS - ___%					
<b>TOTAL PROJECT/ACTIVITY COSTS</b>					

## **BUDGET NARRATIVE** (See RFP Section IV.E.2)

Applicants shall include a Budget Narrative with the application. The Budget Narrative provides a discussion of or explanation for items included in the Budget Proposal. Listed below are some examples of the types of information that would be included in a Narrative:

**Salaries and Wages** – Discuss type of personnel needed for the project/activity, their qualifications, and the rationale for the number of hours proposed for various personnel.

**Fringe Benefits** – Discuss type of benefits and how they apply to various categories of personnel. Indicate whether your organization has a Federally-approved benefit agreement.

**Travel** – Discuss the types of trips that are needed and the purpose, the number of personnel traveling, and travel arrangements.

**Equipment** – Discuss why certain types of equipment are needed for the project/activity. If equipment purchase is recommended, discuss why the equipment cannot be leased or rented for the term of the project/activity.

**Supplies** – Discuss the major types of supplies that are to be purchased and why they are needed for the project/activity.

**Contractual/Construction** – Discuss any contracts or subagreements that will be awarded and why they are needed for the project/activity. Discuss contractor qualifications and how the contractor will be selected. Discuss major categories of construction activities/expenses.

**Environmental and Regulatory Compliance Costs** – Discuss what costs have been included, why they are needed, and how the costs were determined.

**Other Costs** – Discuss other miscellaneous items needed for the project/activity.

**Indirect Costs** – Discuss whether you have a Federally-approved Indirect Cost Rate Agreement or the basis for determination of any proposed indirect rate that has not been previously approved by the Federal Government.

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## **BUDGET FORM** (See Section IV.E.2.11)

Include either an SF-424A, Budget Information – Nonconstruction Programs, or an SF424C, Budget Information - Construction Programs, form.



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Thursday, January 19, 2006

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- [SF-424A](#), Budget Information - Nonconstruction Programs
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- [SF-424C](#), Budget Information - Construction Programs
- [SF-424D](#), Assurances - Construction Programs
- [SF-269](#), Financial Status Report (Long Form)
- [SF-269A](#), Financial Status Report (Short Form)
- [SF-270](#), Request for Advance or Reimbursement
- [SF-271](#), Outlay Report and Request for Reimbursement for Construction Programs
- [SF-272](#), Federal Cash Transactions Report
- [SF-272A](#), Federal Cash Transactions Report
- [SF-LLL](#), Disclosure of Lobbying Activities -- as revised in 1996
- [SF-SAC](#), Data Collection Form for Single Audits
- For OMB Circular A-21 Reporting:
  - [CASB's Disclosure Statement \(DS-2\)](#)
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