

INTRODUCTION

>>ANNOUNCER: From the Bureau of Land Management presents live from the BLM National Training Center in Phoenix Arizona... The latest Planning NEPA Forum on Contract Initiation. And now the host of your program, Cathy Humphrey.

>> CATHY: Good morning and welcome to our latest Planning/NEPA Forum. Over the next couple months, we will have three broadcasts, including this one, to discuss how to improve contracting for BLM planning and NEPA documents. We will discuss both direct and third-party contracting; and for EA- and EIS-level analysis.

The topic of this broadcast is CONTRACT INITIATION, in which we will cover from the inception of a project up until the contractor is selected. The topic of the second broadcast, scheduled for February 28, is CONTRACT MANAGEMENT. We'll cover how to manage the communication, the mechanics, and the scope of a contract. The third broadcast, scheduled for March 28, will focus on CONTRACT CLOSE-OUT, and will include topics such as contract modifications, administrative procedures, and the contractor's supporting role in litigation response.

For all of these broadcasts, we'll be emphasizing how to improve the process and the products, rather than dwelling on what's not working. As you may remember, we asked for field input a month or two ago, and we've done our best to incorporate the contract-initiation-related comments in today's program content. And then the second and third broadcasts, we'll talk about those later.

And speaking of input, if you didn't already register in DOI Learn, please do so by the end of the day. So afterwards just register. You'll get your evaluation in your e-mail to allow you to give us feedback on today's show. You're only able to register for one broadcast at a time, so we'll register you for the next one. So if you register for the second we'll register for the third one.

As we typically do, we will have time later in the broadcast for you to interact with our panel, so start thinking about your questions now. You can call, fax, email or text your questions and comments to us, so jot this information down now so you'll be ready to jump right in. Just one more thing, if you contact us, especially via text, please include your name and location. The phone number is 1-877-862-5346. The fax number is 602-906-5701. The e-mail or text address is BLM_TC_telecast@blm.gov.

After I introduce the panel, we'll get grounded by going over terms and definitions, discuss WHAT contracting is, and WHEN and WHY you might want to use contractors. Then we'll go over the types of contracts, and review some of the rules. Next is a discussion of Statements of Work and reviewing proposals against the statement of work. After that we will talk about Memoranda of Understanding-MOUs. Then it will be time for questions from the audience. And we'll close with a few words of wisdom from our esteemed colleagues.

Now, I'll introduce our panel. First, Molly Cobbs is the planning and environmental coordinator for the Anchorage District Office in Alaska. She's been with the BLM since 2010. Before that, she was a NEPA contractor for seven years, much of that on BLM projects. Thank you for coming down.

>> MOLLY: Good morning. Thank you for having me.

>>CATHY: Cindy Kleinholz currently works at the National Operations Center in Denver, Colorado. She is a Contracting Officer who deals mostly with environmental contracts. Cindy also started with the BLM in 2010; she worked in federal contracting for many years before that. Hi, Cindy good to see you.

>> CINDY: Thanks Cathy, great to be here.

>> CATHY: Finally, we have with us Chris Carlton. You might recognize him from our last broadcast on Cooperating Agencies. Chris is a planning and NEPA program lead for the Wyoming state office in Cheyenne. He started with the BLM in 2008. He, too, started his career as a NEPA contractor, and has more than 15 years of experience with the federal contracting process. Good so see you.

>> CHRIS: Great to be back.

>> CATHY: Now you know what we have planned over the next couple months, you know what we'll be covering today, and you've been introduced to the panel.

WHAT, WHEN, WHY?

>>CATHY: To ensure we're all on the same page with the concepts, I always like to start with a review of the terminology. Molly would you go over some of the basic terminology that we'll be using throughout the three sessions?

>> MOLLY: Sure thing, Cathy. What is a contract? A contract is a legally enforceable agreement or undertaking between two or more, parties stating that something will or will not occur. For our purposes, a contract is an agreement specific to the hiring out of environmental review, analysis, and documentation services.

Contract will typically refer to the actual agreement or document specifying the work to be performed.

The term, *contracting*, will typically be used to refer to the process or practice of hiring and/or working with an outside entity to prepare environmental analysis and documentation.

Contractor refers to the entity, firm or company, hired to perform the requested environmental services.

A *subcontractor* is an entity separate and distinct from the Contractor. The subcontractor works under the Contractor, serving as an extension of the Contractor's team. Ultimately, the Contractor is responsible for all products and analysis generated by the subcontractor.

These presentations are focused primarily on contracting all or portions of the planning and/or NEPA process; however, the principles that we'll discuss can be applied to other contracts that you may execute to accomplish program work, such as habitat assessments, species surveys, or GIS/modeling contracts. Additionally, many of the principles we'll discuss in these three broadcasts can be used to set up and execute effective assistance agreements.

>> CATHY: Molly, what do you mean by *assistance agreements*? Is that different than a contract? Or is it the same?

>> MOLLY: Yes, an assistance agreement is used when the primary purpose is to provide public support, rather than to acquire services for direct use by the government. For example, in Washington state, BLM actions and/or decisions can be divided into two categories: 1. those that are *externally generated*, and

2. those that are *internally generated*. Externally generated proposals consist of projects or proposed actions generated by entities other than BLM, such as when an applicant requests a land use authorization or an applicant requests a Special Recreation Permit. In an externally generated proposal, the *proponent* or *applicant* is the organization, agency, company, or entity that requests an authorization or permit from the BLM for a stated purpose.

For example, in Nevada, Tough Mudders Corporation applied for a SRP for an endurance race on BLM-managed lands. In this example, Tough Mudders is the proponent or applicant.

Internally generated proposals consist of projects or proposed actions generated by BLM staff, such as for a land-use plan revision, a habitat restoration project, or new recreational developments.

There are two basic types of contracting arrangements for externally and internally generated proposals:

Direct contract or competitive procurement is when the BLM contracts directly with a contractor to perform environmental analysis for a proposed project. Examples of direct contracts include: Las Vegas Field office's Recreation Area Management Plan, EIS, and many of our RMPs, such as the Carlsbad RMP in New Mexico.

Under a NEPA *third-party contract*, the federal lead agency, project applicant, and environmental contractor enter into an agreement about how a NEPA document will be prepared. The applicant, or proponent, pays for the contractor's services, but the federal lead agency ("third party") is responsible for independently reviewing, analyzing and approving all information in the EA or EIS.

>> CATHY: Some states, like Nevada, do a LOT of third-party contracts, but for those viewers who aren't familiar with a third-party contract, Molly, would you give us an example and explain why we wouldn't want to just do a direct contract?

>> MOLLY: Sure. Let's say an energy company wants a permit for a right-of-way across BLM lands for a new transmission line or solar field, and we determine that an EIS is necessary to comply with NEPA. Given the time and particularly, the COST, involved with preparing an EIS, we might decide to ask the proponent to hire and pay for a NEPA contractor rather than us doing the EIS in-house.

>> CATHY: Ok, that makes sense, but if the proponent is writing the check for the contractor to do the EA or EIS, how can we be sure the analysis is solid and isn't biased toward the proponent?

>> MOLLY: Fabulous question. In the next Broadcast, we'll discuss how to manage communications between the contractor and the proponent to this end. But, as I alluded to a minute ago, under NEPA regulations, the lead agency is responsible for guiding and participating in EA/ EIS preparation, independently evaluating the EA or EIS prior to its approval, and taking responsibility for the EA or EIS scope and contents. Ultimately, the BLM is responsible for ensuring adequate, unbiased analysis.

>> CATHY: Now that you've gone over the TERMINOLOGY, could you talk a little bit about WHY someone might want to use a contractor for planning or NEPA work?

>> MOLLY: At the most basic level, contractors are often used because lead agencies do not have the staff expertise, staff resources, or time to conduct the technical analysis necessary to comply with NEPA. Contractors can provide assistance in NEPA process/planning project management, as well as technical study preparation. Contractors can be used to supplement scarce skill sets such as air quality or

socioeconomic needs. They can be used to facilitate the public involvement process and to manage content generated by this process, whereas your local BLM office may only initiate one or two EISs a year, many contracting firms are managing a dozen or more EISs at any given time.

Assuming your contractor has capacity for your project, this economy of scale can benefit your office and your project. For example, contractors managing multiple EISs may have developed automated processes or software tools that can make managing public comments or maintaining large admin records more efficient.

>> CATHY: Now you've explained WHY the BLM might use a contractor. How would they decide WHEN to pursue a contract?

>> MOLLY: Deciding WHEN to contract is based on various factors that are unique to each local office. For example, when deciding how to approach a new planning or NEPA project - whether internally or externally generated - consider the following:

- What is the staff's capacity to complete this work in a timely manner?
- Do you have the full suite of resource specialists needed to address the issues anticipated?
- What other major projects or efforts are likely to come online during the lifespan of this project?
- What other workloads may be affecting your staff's ability to meet deadlines, prepare analysis, and participate in projects?
- Will doing the work in-house compromise your ability to advance other current or anticipated projects?
- This is a big one: What budget do you have available?
- How can you best spread existing budget to accomplish program objectives?

If you question your staff capacity and/or areas of expertise, or the budget, chances are good that contracting all or portions of the analysis may be helpful to your team. Often, the decision to contract is driven simply by current staff capacity and current staff expertise, or lack thereof.

Another option to consider would be to contract certain elements of your project, but not others. For example, you could consider involvement and comment content analysis workload, but keeping the resource impact analysis and writing in-house.

>> CATHY: Although you alluded to it when discussing WHY and WHEN to contract, but Talk to us a little more about how to decide WHAT to contract out vs what to do in-house?

>> MOLLY: Sure. That typically varies widely by office. As with deciding WHEN to contract, WHAT to contract is largely driven by your near-term staff capacity for new work AND your current spread of resource expertise. At a minimum, it would be prudent to contract resource analysis dependent on scarce skills or any in-house resources that may be in high demand as cultural and/or wildlife specialists, or process elements that are logistically demanding, such as public involvement and/or managing the administrative record.

Keep in mind, however, that contracting does not eliminate the BLM's role in the NEPA process. So, when deciding whether to contract, it is also important to honestly evaluate your staff's capacity and ability to independently review and evaluate products developed by the contractor. You and your staff should expect to be actively engaged in the development of the document and the analysis. Specifically,

the critical roles of developing alternatives, determining the scope of analysis, and fine-tuning the document, and they remain with you and your interdisciplinary Team.

In summary, contracting can be used effectively to supplement BLM expertise and staff resources. Work with your team to determine what pieces of the project or process you want to contract. Remember, ultimately, the BLM must assume the contractor's work as its own.

>> CATHY: Thanks, Molly. One of the things I noticed over the past 10 years or so, we started doing more contracting in the BLM and I feel like we are doing better in determining the role of BLM. We are getting better at realizing it's our decision and our product. In the past some of the offices would tell their employees they couldn't interact with the contractors during while the contract is being produced. They could only talk to them at the end [after the document is completed].

So we are getting better at that and we have a better idea of what and when to contract. We used to contract entire huge projects and we found it is better for us to keep certain pieces like you mentioned. So that is nice to see. Another place where we might still need a little extra help is in preparing statements of work.

GUIDANCE

>> CATHY: But first let's talk about contracting guidance. Cindy Kleinholz, as a Contract Specialist, you're the best one to talk about the guiding regulations, the types of contracting vehicles available, and some things the BLM employees can do to make the contracting process go more smoothly. Before you get started, though, I want to clarify a couple things. You primarily work on large projects, like RMPs, right?

>> CINDY: Yes, the NOC handles contracts that are higher-dollar thresholds, so I mostly deal with RMPs, but have done EISs, EAs also.

>> CATHY: What's your role with third-party contracts?

>> CINDY: Typically, the BLM contracting officers don't have a role in administering third-party contracts because the contract is between the proponent and the contractor.

>> CATHY: As I understand it COs are spread across the BLM, and they typically administer lower dollar contracts because they have a lower warrant level. Right?

>> CINDY: Yes, it's situational, but also project-specific.

>> CATHY: And like anything in the BLM, it seems like every person, every office does things differently. What advice or recommendations do you have for someone who's doing a contract for the first time or if their local process is different than what we'll be describing today?

>> CINDY: Yes, my recommendation is to gather information, look at lessons learned, do's and don'ts, from other staff in the BLM and DOI. That can be a great resource. Talk to your local contracting officer to see what their preference would be. There's no need to reinvent the wheel each time you contract for NEPA and planning-related projects. You get your contracting staff involved early and often in the contracting process-such as when you're developing your statement of work. It will benefit everyone in the long run because we can help you avoid costly mistakes and advise you on what will and won't work.

The Federal Acquisition Regulations, or FAR, are the federal laws, policies and directions as to how the government will acquire goods and services from sellers. The FAR was established by the Office of Federal Procurement Policy Act of 1974. Keep in mind that contracting rules aren't just something that contracting staff made up; they're mandated by law. The FAR should be the "Go To" guide on how to do contracts, the rules and regulations.

A couple minutes ago, Molly gave you the definition of a contract. I'd like to add to that by telling you how the FAR defines a contract: *Contract* means a mutually binding legal relationship obligating the seller to furnish the supplies or services and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing.

In addition to bilateral instruments, contracts include but are not limited to

- awards and notices of awards;
- job orders or task letters issued under basic ordering agreements;
- letter contracts;
- orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and
- bilateral contract modifications.

Contracts do not include grants, cooperative agreements, or assistance agreements covered by section 31 of the U.S. Code. For discussion of various types of contracts, you can see Part 16 of the FAR.

Now that we have a legal definition of a contract, let's move forward to what, when and how the BLM contracting staff may work to establish a solicitation for Services. The type of solicitation may vary. It could be a Request for Proposal, a Request for Quote, or even an Invitation for Bid.

What do I look for when beginning to work on a new solicitation package? Molly will cover building the statement of work later in the session, but this is the nuts and bolts of how to start. You can find the following information in IM OC-2012-032 the FY12 Deadlines for Submission of PRs. The new IM for 2013 should be released any day now.

Documentation for acquisition packages may vary, but all requests will require a certified, released, and fully funded Purchase Request (PR) that has been approved at all levels and put into the Financial and Business Management System (FBMS). Many if not all packages will also require a statement of work (SOW) or performance work statement, an independent government estimate, and appropriate program reviews.

>> CATHY: As I mentioned earlier, we asked for input from the field and one of the questions we got from both Colorado and Alaska, and I think Nevada, is why the contracting process takes so long. Although these broadcasts are intended to discuss how to improve the process, can you explain the timeframes so people can better understand them?

>> CINDY: Sure. For more complex contract actions, the more lead time the CO has, the better. That way we have more flexibility to choose from the available contract methods in our tool box. The reasoning behind the deadlines and **procurement acquisition lead times**, also known as PALTs, assumes that clarification and/or revisions are not required after the PR/acquisition package is submitted. If we get an incomplete acquisition package, then you will be notified of the required changes. We can't begin an acquisition effort until the acquisition package is complete.

The PALT schedule does not begin until all supporting documentation is submitted. The PALT should be used for programmatic planning purposes for all acquisition packages submitted to the NOC, regardless of the time of year. Also, take into consideration that some contractor personnel are subject to Homeland Security Presidential Directive-12 (HSPD-12) requirements as outlined in Department of the Interior Acquisition Policy Release. That means they have to complete a background investigation for any contract personnel.

The time required for personnel that have never been credentialed through this process is typically about eight weeks for a position requiring a minimum background investigation. The process begins upon contract award and is required to be completed before contract performance can begin. So that means you would need to add eight weeks to the PALT times noted on the previous slide. Most of this information can be found on the NOC Acquisition SharePoint site. Feel free to contact me or any of the Contracting staff at the NOC if you have questions.

>> CATHY: We put a link to NOC's SharePoint site, as well as a copy of the Acquisition Policy Release that Cindy just talked about, and other reference material on the KRC page. I notice the font is pretty small. So all the power points and links and all that will be posted to the KRC page--Knowledge Resource Center page.

>> CINDY: Now that we have laid the foundation, let's look at a few **methods to solicit for services**. One method is what is known as FULL AND OPEN, which means that anyone who thinks they have they are qualified to perform the services can submit a bid. This method is not the most secure method for the government. It does take a few more steps, so timeframes and staff availability become an important factor.

A second method is the use of Indefinite Delivery Indefinite Quantity contracts (or IDIQs); this method can be a great asset to the contracting staff and program staff. This process means there has been competition for this type of service and a number of select contractors have already been vetted and proven to have the background, revenue and staff to perform these tasks. Another good idea is to check to see if your state office may have any IDIQs that would work for your requirement. A list of the NOC managed IDIQ contracts can be found on the SharePoint site that I mentioned earlier.

A third method is to use GSA Schedule contracts. If a contractor or firm is already on a GSA Federal Supply Schedule then they have already been vetted and their pricing has been determined to be fair and reasonable. Basically, the General Services Administration has said the government will, more than likely, have a need for Environmental Consulting Services. So they awarded multiple contracts to multiple contractors, who would then be available under said Schedule. Using the GSA Federal Supply Schedule is usually the best option for Environmental planning and NEPA-type contracts. A Screenshot of the GSA 899 Schedule is shown on your screen and can also be found on the KRC page.

>> CATHY: And I think we put a link to that site on the website too. So now we know what we need for an acquisition package and we have a good idea of the timeframes, and some of the different vehicles to use to solicit bids. I appreciate the references to guidance you provided. It gives our listeners a place to go for more information.

STATEMENTS OF WORK

>>CATHY: Next Molly Cobbs will talk about statements of work, what they are, how to write a good one, and how to develop an RFP, and how to review proposals against your statement of work. As I mentioned earlier, SOWs are an area where we could use some improvement. Molly, what ideas do you have to help us write statements of work?

>> MOLLY: Let's say that you and your team have decided to pursue a contract for NEPA or planning work; now, you should begin developing the statement of work to be contracted and the Request for Proposals to be circulated for soliciting bids. Personally, I think it is most helpful to develop the statement of work first and THEN develop a request for proposals based on that statement of work. This sequencing will help you build a request for proposals that really draws out the information from the bidders that will be most helpful to you and your team in making a strong selection.

In contracting, the statement of work is the written description of tasks and deliverables that you expect to be performed and/or generated by the contractor as well as the sideboards and/or assumptions that pertain to that work. Think of the statement of work as your "recipe" or "cookbook" for a successful final document, deliverable, and/or process. Just as if you're sharing a recipe with a friend, you wouldn't leave it to assumption that they might need salt, flour, and water in the recipe. No, you'd identify each ingredient needed as well as how much of each, when to add each, and how to mix them in to the dish.

Because the statement of work is the primary vehicle for communicating the BLM's needs and expectations of a NEPA or planning process and the final products, developing a clear and detailed statement of work is critical to the success of your project. Take some time up front to make sure that you and your team agree on the work to be completed and can clearly articulate that work in writing. If you're not sure, your contractor probably won't be either.

In direct-contract situations, work with your team and your budget staff to honestly evaluate what you can afford to contract. What kind of statement of work can your budget support? Are there tasks that can easily be accomplished in-house to save budget for use elsewhere in the contract?

Ultimately, the more direction and/or guidance that you can provide to a contractor through the statement of work, the more likely it is that you'll get the product that you want. At its simplest, the statement of work conveys two primary types of information: 1. The sideboards or parameters for the project and effort by the contractor. 2. The actual work to be completed by the contractor.

We'll spend the majority of this segment on the latter, describing the work to be completed by the contractor, but we'd be remiss if we didn't mention that the following items should also be conveyed in your statement of work. Think of this list as the sideboards for your project, I'll just highlight a couple of them here. Of course, these are on the KRC:

- So think about including introduction and project description.
- A preliminary purpose and need if you have it available.
- Any known goals or objectives your team may have.
- Relevant background or history of the project that may provide useful context.
- Information about the geographic or temporal scope for the analysis.
- Any guiding principles for the analysis.
- And any system or technical requirements that the contractor should be aware of.

>> CATHY: In your experience, who typically prepares a SOW?

>> MOLLY: Typically, for direct contracts, the BLM's project lead and key resource specialists will prepare the statement of work in-house. In third-party contract situations, the statement of work is often developed collaboratively with any Cooperating Agencies and even the proponent. Ultimately, the final statement of work should reflect that its development was largely driven by the BLM. Since there is no one set or definitive way, today we will focus on tips and best practices for you to consider, when developing your next SOW.

One helpful approach in developing a statement of work is to take a look at your project at three levels: Phase, Task, and Sub-task. Breaking down the body of work to be performed into discrete tasks and subtasks will be helpful for you and your team as well as the contractor and the assigned contracting officer.

Subdividing the project like this is a great starting point for organizing your thoughts and ideas into a written statement of work. Let's look at these closer one at a time.

For the PHASES, think about what is the defining milestone or endcap of each phase? Identify the three or four major thrusts of your project or planning effort, these will be your phases. For example:

- Phase I- Project initiation through Scoping;
- Phase II- Preparing and Releasing a Draft EIS for public review; and finally.
- Phase III- Releasing a Final EIS and signing a Record of Decision.

Now, using those three example phases, let's think through what tasks might be necessary within each phase.

- Phase I tasks might consist of developing a project management plan, followed by a Purpose and Need, public involvement plan, scoping, and issue identification.
- Phase II tasks might consist of Data Collection, Drafting the Affected Environment and Environmental Consequences, preparing an internal draft EIS, and releasing the document for public review.
- The final phase in our example, the Final EIS and Record of Decision, might consist of document revisions based on public comments, releasing the FEIS for review, signing the decision, and delivering the Admin Record.

As you can imagine, the sub-task level gets quite detailed. Rather than going through the full complement of subtasks, let's highlight just a couple.

- Sub-tasks for the task of scoping might include: conducting internal scoping, preparing and distributing a scoping letter, planning for and holding public meetings, and analyzing all scoping comments generated.
- Sub-tasks for the task of releasing a DEIS for review might include: preparing a Draft for final agency inspection, preparing draft Federal Register Notices, preparing camera-ready draft, and printing hardcopies.
- And, one final example: the Administrative Record. We'll discuss this in more detail in the third Broadcast in March, but for now, the example sub-tasks in the Administrative Record task might include developing a draft schema for the index, monthly updates, final compilation, and delivery of hardcopies and/or DVDs.

At whatever level you are working or brainstorming - phase/task/subtask - thinking each piece through thoroughly and articulating it clearly is hugely important. Don't leave anything to assumption. Just as I

mentioned in the simple recipe analogy at the beginning, convey what it is you're looking for, how much, when and how you want it incorporated.

>> CINDY: What would you need or want if you were trying to fulfill your SOW? My advice has always been try to think like a contractor. Put yourself in their shoes. And think about what questions they can anticipate.

>> MOLLY: Don't be afraid to iterate, it may take multiple attempts to truly refine your statement of work. Also, don't feel confined to thinking each task or subtask through sequentially. Often it can be very productive to just start listing all the various things that need to happen on a given project without being bogged down by perfecting the order or sequence. Then, once you've got an initial brainstorm list of actions fairly well fleshed out, begin looking for ways to aggregate those various ideas into logical tasks or subtasks.

Now that we've discussed an effective way of structuring a statement of work and the big-picture of laying it out, let's zero in on what makes it truly effective. If you choose to adopt the tiered approach we just reviewed, once you have a skeleton of the major phases and tasks identified, start thinking through the specific requirements of each discrete task and subtask - the nuts and bolts. For each task and subtask, think through some of the following prompts:

- Will meetings be necessary? If so, how many?
- Will mass or direct mailings be needed? Who will handle the postage?
- Will the project have an internal website? Who will maintain it?
- What deliverables do you anticipate or want to see to ensure a high-quality process? Specify when you want to see interim drafts, internal drafts, official agency review drafts, etc.
- Should the contractor build in-time and fee for responding to State or Washington Office reviews?

>> CHRIS: I'd like to comment on deliverables and reviews. One thing is to be realistic in expectations. We want to look at cooperating agencies' reviews, reviews during field season, timing and scheduling of reviews. It's essential to think through this ahead of time. We don't want to set ourselves up for having to make changes down its road; and remember this is an agreement between the BLM and the contractor and we have to make sure we meet our obligations so scheduling ahead of time is effective.

>> MOLLY: Great points, Chris. Here are a few additional prompts:

- Do you anticipate technical reports or specialist reports?
- How is the contractor prepared to track agency comments/revisions?
- Who will be responsible for drafting Federal Register notices?
- What tasks will be accomplished by BLM staff?

>>CHRIS: More good points. Another example to think through is, in Wyoming, one of the things we've seen emerging is a desire on the part of the cooperating agencies to contribute their analysis to the process. And so what that means is, we need to make sure that we have a vehicle in the contract for that analysis to get put in there. We need to make sure we have a way to incorporate it and work with our contractor. We need to think that through ahead of time with input from the cooperating agencies.

>> MOLLY: Just a couple of final thoughts on the production side of things:

- Will the documents be prepared and/or released using ePlanning? If so, does the contractor

- need training, to obtain security clearances, etc.?
- Who is responsible for compatibility with Section 508 of the Rehabilitation Act of 1973?

I know what you're thinking - "That is overwhelming!" Don't let it be. These slides are a great start on the various things you and your team need to consider in developing a statement of work. If it isn't identified, the contractor has no obligation to perform the task. Furthermore, the contractor likely hasn't accounted for it in their fee proposal.

Items that seem small at face value, for example Section 508 responsibilities, or printing and postage, can be a significant undertaking from both time and budget standpoints. If you expect the contractor to perform such duties, but haven't clearly articulated those expectations, it is likely to be a major point of contention. So, even though it seems overwhelming and picky, it is in everyone's best interest to identify and articulate all assumptions and expectations, no matter how obvious or trivial they may seem.

And one final point on developing statements of work. You know, we work in a diverse agency. Chances are good - very good - that your statement of work is not the first of its kind. As Cindy mentioned before, make an effort to reach out to colleagues in other offices, other states, or even folks on this panel to see if they have good examples to share to save you from reinventing the wheel.

>> CATHY: Thanks, Molly. Be specific and detailed. And I like the thing about breaking the project into Phase-task-subtask. You said don't leave anything to assumption. I'd modify to document any assumptions you make. I also like using statements of work from others and that's better than starting from scratch. Cindy, I like your idea of thinking like a contractor, putting yourself in their shoes.

You just heard a lot of information about how to write a statement of work. We will put this into check list (you can use that the next time you write a statement of work) and post it to the KRC. It will be helpful just to prompt you to write the full statement of work.

So Cindy, what can you tell us about requests for proposals?

REQUEST FOR PROPOSALS

>> CINDY: When you advertise a Request for Proposals, often referred to as an RFP, to potential contractors, you're aiming to draw out information from the bidders so that you can evaluate one against another to make the best selection for your project. Once you've drafted the statement of work, you can use that to form your evaluation factors. The contractor's proposal is their primary opportunity to show you how they will fulfill your statement of work.

Here at the NOC we recommend four primary criteria to use when evaluating proposals.

- Technical Approach
- Organization + Personnel Experience or Expertise
- Past Performance
- Fee (for direct contracts only)

In addition to clearly stating what information you'd like for the bidders to provide, be certain to offer a concise project description as well as clearly articulated instructions for submitting their proposals. For example, identify WHERE or WHO should receive proposal submittals, how many copies, in what format - hard copy? CD? Electronic? What is the due date, time, including time zone?

Consider including the Field Manager, Project Lead, Cooperating Agency points-of-contact, and staff with expertise relevant to the project when assembling a technical team to review the incoming proposals. You don't need a huge team, 3-7 members should be sufficient to represent a range of resource interests and backgrounds. Each technical team member should independently complete an assessment of each proposal and assign a rating to each of the technical evaluation factors. I recommend they come together at the end for discussions after independent reviews. See where we are.

As I just mentioned, the NOC recommends four primary criteria to evaluate when reviewing Proposals. So, for today, we'll use these criteria as our examples. However, depending on the type of project and your Contracting Officer, you may consider modifying these criteria to best fit your needs. Be objective--use detailed statements, not just one-word answers when evaluating the proposals.

>> MOLLY: Let's look at how these evaluation criteria can be evaluated against your statement of work. When reviewing a proposal's description of the TECHNICAL APPROACH, look for:

- task/subtask
- unique, innovative approaches
- demonstrate a thorough and organized approach
- Have they demonstrated ability to machine and organize the project file into a cohesive record and do they offer any tools to accomplish this task?
- Do they demonstrate ability and proven expertise in particular subject matters such as visual resource and inventories or travel management analysis?
- Do they demonstrate a solid grasp of proposed project, body of work and issues likely to be raised?

Similarly, ORGANIZATION AND EXPERIENCE of key personnel look for:

- Have they demonstrated an ability to mobilize and organize a project team?
- Do their key personnel support their ability to perform the work?
- And similarly did the resumes support their state of expertise?
- Has this team work together on similar projects?
- Who is their proposed project manager?
- Has he or she performed together on similar projects?
- You might want to think what the team's capacity is to perform the work.
- Do you know if they are also contracted on 5 or 10 other major EISs in your state?
- What are the unique qualifications or experience does this team bring to the table?

For the criteria of PAST PERFORMANCE AND RELEVANT EXPERIENCE, you might look for:

- Has the bidder provided recent references from past clients?
- What is their recent performance history on similar projects and BLM projects specifically?
- Have they demonstrated they can be flexible to adapt to changing schedules, controlling costs, and balancing workloads?

And finally, on FEE,

- For direct contracts: look for the proposal that represents the best value to the government.
- For third-party contracts, fee is typically only submitted to the proponent.

>> CHRIS: So a couple of other things I was thinking of making those points, back before I worked for the BLM, I worked as a contractor and I worked for a fair number of them. A couple of things that were

consistent are the need for a clear and concise statement of work. A lot of what you're talking about from the contractor's perspective, a clear and concise statement of work makes it easier to respond to and develop a good, effective and accurate estimate and document fee schedule and could result in a lower cost to the government because the contractor is able to accurately price and estimate what's needed to respond to the statement of work. It gives you a consistent set of bids so we can evaluate who will be the best value to the government.

And then one point on the contractor side is, this takes a lot of effort and resources. It may be 30-50 or \$100,000 for a contractor to prepare a bid to put in an effective proposal. We really want to make sure that we are making their time as useful as possible, as well as ours.

>> CATHY: Molly, I like how you broke down the four evaluation criteria. That should help people write specific evaluation criteria. I haven't typically involved a review panel in developing evaluation criteria, but that seems like a good idea. I like that.

EVALUATING PROPOSALS

>> CATHY: So, we talked about statements of work, RFPs, evaluation criteria, and now the next step in the process, after the proposals are received, would be to evaluate them against the criteria. Cindy, What secrets can you share to help the viewers out with this?

>> CINDY: Yes, I have some ideas that should help make your process better. I'll only be talking about direct contracting, not third-party contracting. Three or more selection criteria should be established within the solicitation. Each criterion should have weights established in points or percentages—this depends on the contracting staff. Typically Best Value or Price is always a factor. The Price has to be defensible: why would the BLM be willing to pay a higher price?

It must be broken down in detail to pass the solicitor's review, and to be explained to the unsuccessful bidders, BLM program managers, and ultimately to the taxpayer. The findings also need to be defensible by CO and COR in debriefings. And believe me, in these economic times the contractors want to know as much as possible about the solicitation and their proposal scores.

>> CATHY: For direct contracts, what I've seen is the price comes under separate cover, so the technical review panel doesn't see or consider price until the proposals have been evaluated against the criteria, and the panel has a recommendation. Only then does the price become a factor. And for third-party contracts, since we're not paying for the services, we don't see the price because it's not relevant to us.

>> CINDY: That's how that typically works. Once proposals are received, the contracting staff will review them to ensure all the instructions were followed, the requested information was submitted, and the qualifications were met. After that, the technical team reviews the proposal only against the evaluation criteria that were in the solicitation. You cannot add or delete or modify factors at this point. If the proposal is found to be technically acceptable, then the proposal must demonstrate a thorough understanding of key requirements in the SOW, which should be addressed in the evaluation criteria.

Once this evaluation process is complete, then the contracting staff will make the award to the successful contractor, and notify the unsuccessful bidders, who can request a written or verbal debrief from the government as to why they were not selected. Unsuccessful bidders have an opportunity to challenge the award. We call this a dispute--and if this happens, all progress will STOP on the contract until the dispute is settled.

>> CATHY: What type of documentation is needed for the evaluation process? Also, does this go into the project file or administrative record?

>> CINDY: Most, if not all, documentation goes in the project file. As you can see and hopefully have a better understanding that the contract process is here to assist the BLM in getting what you need at a fair market price. Once again, involve your contracting staff early and often.

>> CATHY: Let me see if I've got this right. The Tech panel individually rates each proposal for each criterion with an objective term or a number. Then they get together and discuss findings make adjustments, make recommended actions. And they don't average their scores, right? And the most important thing is to document your reasons!! Like NEPA!

MEMORANDA OF UNDERSTANDING

CATHY: We talked a lot about Statements of Work and Requests for Proposals. Another document that is typically prepared when embarking on a contracted project or analysis is a Memorandum of Understanding, or MOU. Chris Carlton, you've been very quiet today and you have been involved in several MOUs in Wyoming. Would you explain what MOUs are and what they are for?

>> CHRIS: MOUs serve several critical roles, and often function similarly to a contract in many respects. Where contracts are used between the BLM and a company that is performing work for us, MOUs are used among the BLM and other agencies or companies where we are not paying for services, but still need to clarify or formalize a relationship.

While an MOU is not a legally binding document, and does not require the offer, acceptance, and consideration like a contract, the roles that they fill are alike in many ways. Like a contract, an MOU is a document that is a written expression of the parties' intent to manage a project, including the responsibilities, deadlines and schedule, and options to resolve conflicts. Fundamentally, like a contract it is a tool to manage expectations of the parties involved.

So why do we use MOUs in the BLM? For many of the same reasons we have written contracts. First, the complexity and length of planning and project efforts in the BLM means that staff will rotate, and even if they don't, they may not remember something from three years ago and that may lead to confusion over the original terms or conditions, and the responsibilities of the parties.

Second, an MOU provides a tool to resolve disputes. It establishes the way the parties resolve differences in perception or interpretation. No matter how clearly the terms are expressed, there is always a potential for ambiguity. Unlike contract law, which is clear about how ambiguity is resolved, an MOU needs some additional guidance for the parties to tell how, and by whom, disputes are to be managed, as well as the appropriate avenues and timelines for continuing "up the chain" on both sides. Clear and prompt resolution of conflicts can help keep a project on schedule and avoid costly delays.

Third, MOUs help illustrate the roles of the BLM, the contractors, and any other parties. Many times, we must preserve the independence of the agency, and maintain a perception of that independence for the public, like was mentioned with the third party contracts

>> CATHY: Okay, you said they serve as a tool to resolve disputes, manage expectations, and help define the roles and responsibilities of all parties. What kind of projects would we use them for?

>> CHRIS: Cathy, there are generally two ways in which the BLM uses MOUs. The first is between the BLM and a project proponent, such as an oil and gas company. Often the company will fund and hire a contractor to prepare the necessary NEPA document so the BLM can make a decision on approval of the project. We talked about that a little bit earlier.

However, to avoid potential conflicts of interest, and the perception of conflict of interest, the proponent must maintain an arms-length relationship with the contractor conducting the NEPA analysis and preparing the document. We'll talk more about that relationship during the second broadcast in late February.

The BLM and the proponent will craft an MOU that defines the limited involvement of the proponent and clarifies the relationship of the BLM to the contractor. This MOU will address things like the transfer of information among the parties, when the proponent can and cannot attend meetings or calls, and the points of contact for data requests and document reviews.

A second application for an MOU is used during the internal planning or NEPA process. We use MOUs to clarify the relationships among the BLM and cooperating agencies. Cooperating agencies are those other governmental entities--either other Federal, state, or local agencies--that have a part to play in the process that is allowed under NEPA. NEPA also requires that this relationship be formalized in writing, and so the BLM chooses to do this in an MOU. As we discussed, to manage the expectations among the parties, the BLM and the cooperating agency will sign an MOU to address participation in the process, data handling, and points of contact, as well as how disputes will be resolved.

Does this sound familiar? It's a lot like the purposes of a contract we've already discussed. While there is no contract involved between the agencies, the MOU provides a framework similar to a contract that helps the agencies complete their roles in the process smoothly.

I have a couple of examples. First, here in Wyoming, the Governor's Office is conducting a socioeconomic analysis that will be used in an RMP effort. The BLM is accomplishing this effort with the support of a contractor. There is no relationship in the contract between the State that wants to provide analysis and the BLM's contractor, so the BLM is using the MOU with the State to clarify how the State will interact with the contractor, and to clarify the workload and analysis the state will conduct. The MOU also explains how the state will share the data and results. Separately, the BLM is amending the contract to address how the contractor will interact with the state. Because there is no privity of contract between the State and the contractor, the MOU serves as a guiding document to manage these expectations.

Another example is where the Forest Service joined with the BLM in a statewide planning effort for Sage grouse. In this case, the Forest Service did not want to be a joint lead agency, but did want to participate. Because the contract for support is with the BLM, the MOU provided clarity for how the forest service would interact with the contractor, and with the BLM.

>> CATHY: So what goes into a good MOU?

>> CHRIS: Essential components of a MOU are listed in the Desk Guide to Cooperating Agency Relationships and Coordination with Intergovernmental Partners. And that is an excellent question. We had a broadcast back in July. So these elements include, as you can see on your screen:

- An introduction that describes the project and statutory requirements for it,
- A description of the partners involved,

- The purpose of the MOU,
- The authority for the MOU,
- The roles and responsibilities of the parties - this is the meat and potatoes (or soy-based meat alternative and cous cous) of the MOU. Like in a contract, this is where the workload and obligations of the parties are detailed. For example, things like:
 - who provides what analysis,
 - periods of review,
 - how the cooperating agency will use its expertise to support the effort,
 - whether there is any compensation involved, and
 - the project schedule for the tasks the cooperating agencies will take on.
- Other provisions, such as how to address conflicts of interest, dispute resolution, etc.
- Designation of the representatives of the agencies.

Looking over this list, it's easy to see how an MOU and a contract share some of the same "bones".

>> CATHY: I like the idea of defining roles and responsibilities. Too often misunderstandings occur because of confusion about roles and responsibilities. If they are written down you can look at them and it makes things run smoother. Tell us how a MOU typically gets developed? Does the BLM have a standard format?

>> CHRIS: Great question, Cathy. For third party MOUs, there is a template attached to IM 2006-011. Many states have developed their own templates. It's a hodgepodge depending on where you are. A couple of examples can be found on the KRC site. But check with your state planning staff for further guidance. For CA MOUs, as the Desk Guide points out, there is no required format...with or without a bird.

However, this is another case where we need to balance the need for consistency with flexibility to recognize the unique contributions of the cooperating agencies. Here in Wyoming we have a standard template that we have worked with our solicitors to develop. We provide this, and then negotiate changes with the CAs as we go through the process.

One of the challenges is deciding at what point we need to re-engage the solicitors, but we try to avoid having to run every MOU through them just because we make some changes. So really, it's a decision the project management team and the line officer need to make together.

Summing up, MOUs serve a similar role as a contract, and it is just as important to invest the time, and effort into doing it well. Like any instrument we rely on to keep a project on track, MOUs need clarity, specifics, and need to be bilateral. Once an MOU has been signed, it can be a valuable reference during the project. Often, you can keep it in the project management folder, along with any contract documents, and have an easy-to-use reference guide. It can be cited during reviews, meetings, etc. as an authority on who does what, and when. It can also help keep a project focused by reviewing the purpose and need for the MOU - sometimes questions can arise over what role the various parties play at different stages in the process; such as formulating alternatives, engaging in periodic conference calls, and reviewing draft reports and documents. All of these should be carefully detailed in the MOU.

As you can see, the role of an MOU is critical to maintaining a good flow of information, and good relationships. Like the old saying about fences, "Good MOUs make good neighbors".

>> CATHY: An MOU sounds a lot like the project initiation letter. I know that some BLM Oregon offices use a project initiation letter for EAs and EISs. It does a lot of the similar things you're talking about.

It's a great idea to define expectations, roles and responsibilities, how to resolve disputes, and who makes the decision, so it's less likely to have misunderstandings. And you can refer to it if conflicts or confusions occur. If you write this stuff down, you always have it with you if you need to whip it out.

As a reminder, we posted a couple sample MOUs from Nevada, some IMs on MOUs, and the Cooperating Agency Guide that Chris talked about, and the powerpoints from this broadcast on the Knowledge Resource Center website. So we have a lot of information and the URL is on the screen. So when you get to the KRC, you will be able to find it.

QUESTIONS & ANSWERS

>>CATHY: We have done a lot of talking. Now it's your turn to ask questions. Have your questions and comments ready. If you want to ask questions or provide your perspective, or discuss best practices that have worked for your office or your project. We want to hear it all. The phone number and fax number and e-mail/text address are on your screen now.

As you are gathering your thoughts, we will start with a few questions or comments we got from you over the past couple months. Let's start with this first one. A question we got the most often and it has to do with timeframes. So, there were a lot of questions regarding **how long it takes to go through the contracting process**. It takes so long, it's frustrating. We just don't want to do it. So let's see. Alaska, Colorado and Nevada, at least, sent us that question. Cindy, do you want to take that one?

>> CINDY: One of the things is remember the complexity of your project. If it's more complex, it's probably going to take more time. I use the analogy, a lot, of when you have your NEPA review, your document view, if it's not going well, that review process will take longer. If it's pretty well squared away, then you're going to be able to move forward faster.

One of the other things is we are not waiting for work. We are managing other projects, other solicitations at the same time. Also, refer back to the slide of the PALT times. That gives you a better idea as far as negotiated procurements take more time than the simplified.

One of my delays I can't control is, anything over \$500,000 has to go through solicitor's review at the solicitation process and prior to the award. Then I also have to squeeze in peer reviews and supervisor reviews. So, there is just a few things to think about.

>> CATHY: So it's over 500,000 dollars, can they break it out into two pieces?

>> CINDY: No, Cathy. That would be called a split procurement.

>> CATHY: It sounds like we have a call from -- where? Maybe we don't have a call. Okay. Let's ask another question. How about, **some advice people have heard is to be general when you're writing a statement of work and some advice we've heard is to be specific**. So, what would you two say your advice would be on this?

>>MOLLY: I'll typically recommend to be as specific as possible upfront. And I typically encourage folks to err on the side of providing too much information and too much guidance. It's really you need to pair things down later or to just drop tasks out and maybe the contractor can agree to let the contractor skip a specific task or subtask. I find it's easier to pare down than it is to add tasks down once an award has

been made.

>> CHRIS: I agree. I think it's important to keep it specific. I think when we write a statement of work, we have an idea in our head what we like to see come out of that and the trick is translating how we picture that coming out with putting it down into the words that somebody who is not familiar with what we want can respond to and give us a structured proposal.

>>CATHY: Cindy, do you have something to add?

>>CINDY: I do have something to add. If it's too restrictive, in my experience, most of the time, it's going to cost more. So it's a real fine line between getting exactly everything noted, what you want and need, versus having it too wordy and then having to add the modification process in later, which we'll discuss later in the broadcast.

>> CATHY: I'm not hearing anything in my ear. We'll keep going with these questions you sent us before. **In a third party situation, who should select the contractor?** This came in from several locations.

>> MOLLY: This is a great question. And one that, in fact, Chris and I have discussed at length in preparing for this broadcast. The third party contractor selection process varies widely across the BLM, and Chris and I have slightly different interpretations of how this should occur. So I think we'll give you both of our interpretation.

I interpret the NEPA regulations literally on this point. The Council on Environmental Quality Regulations for Implementing NEPA at section 1506.5 allows quite a bit of latitude for contractor selection in third-party EAs. So much so, that the regulations for EAs speak to allowing applicants itself to prepare the NEPA documentation so long as the agency takes full and complete responsibility for the scope and content. And in the offices that I worked in, the BLM has simply offered concurrence or just exercise veto power on contractors recommended for third party contracts at the EA level. But those offices generally left the final contractor selection up to the applicant.

In contrast, and this is where there isn't as much latitude where I think it's in black and white. The NEPA regulations make very clear for EISs the contractor should be chosen solely by the lead agency or in cooperation with a cooperating agency. And BLM is not the only agency that struggles with the common understanding of this.

In fact, the Council on Environmental Quality prepared a memo, still very relevant memo, on the 40 most asked questions in NEPA. And the memo is intended to clarify those NEPA regulations that are commonly misunderstood or misinterpreted. And Question 16 actually speaks to third party contracts. And then CEQ's clarification on this point, they confirm that the agency, the third party, must select the consulting firm, even though the applicant is paying for the cost of preparing the EIS.

So in a nutshell, I would typically allow considerable latitude on EAs as long as the BLM retains some sort of veto option. I'll draw a hardline in the sand but the selection of that contractor rest with the BLM alone. So you have different thoughts on this?

>> CHRIS: And I think this is where it gets into a gray area because it depends on what do we mean by, "select"? Can the proponent go through and take or receive 5 or 7 bids and narrow that down to one or two and then bring those before the BLM and say, these are the two?

I think it's also important to recognize that different companies and proponents may have history working with different contractors and they may have recognized cost efficiencies or data sharing or things like that over time. And I think there is definitely some gray area over how far the agency goes and what "select" really means. Is select "concur"? Or is select, "we are the only ones who review the RFPs"?

I have done seen it done a lot of different ways where the BLM sits in the room with the selection committee the proponent has but [does] not participate, all the way up through where the BLM will screen the RFPs; so I think every state may do it differently. Definitely something to discuss with your solicitors.

>> CATHY: Would your recommendation be if somebody is in that situation, since there are differing opinions among BLM offices, to ask their contracting officer?

>> CINDY: That's a tricky question. We don't really have anything to do with third party. I would recommend just knowing how the BLM operates, to ask your state and what is your past history? I don't know that there's a fine line either way. I just think—go for what is the best outcome to the BLM.

>> CATHY: Next we have Dave from the Washington office. Dave, do you have a question? A comment?

>> DAVE: Actually I'm doing a detail in the Washington office, I reside at the NOC, and my question really pertains to what goes on at the NOC. But I want to thank you for offering this training. It's very valuable. I look forward to the next one on February 28.

My question is, I have been with BLM going on 2.5 years and I had trouble pinning down contracting, giving CORs information on how or what guidance is needed in a checklist for doing statements of work and going through the solicitation process. And what we normally do is not through EISs or specific scarce skills projects, I'm specifically in air quality, and we help state offices with their statements of work and we have some of our own. So, the question is, **when can we get a general checklist of what is required for us?**

One of my concerns is we think we have satisfied what the contracting officer wants, and then the field (office) comes back and says we need more. It's frustrating from a COR's point of view because I think the contracting officers expect more of the CORs, thinking we know more about contracting than we do. We don't. And that's why this checklist would be valuable.

We go to COR training and it's frustrating for CORs sometimes to get specific direction at one time from a contracting officer and not have to go back and forth and then waste more time in the process of getting our solicitation sent out.

>> CINDY: I'll take that. Dave, that's a great question. I feel your frustration. I wish I could say that we all think the same. My advice would be, keep them informed. Say, "here is a revision, what do you think?"

There is a few things we can do that are cookie cutter. But depending on the complexity, the type of [contract]-- if it's firm fixed price, all those factors we can throw in there to you. It all matters. Once again, I think if you just communicate, because I certainly don't expect to you know my job any more than I want to know your job.

Do you guys have something that could maybe alleviate the frustration?

>> CHRIS: I think it depends on what the problems are that are arising. I think there are definitely things like 508 compliance or there are probably those things that, even as the air quality specialist, he may not necessarily know, that are more contract-process related and those maybe we can look at getting something like that into a checklist or other successful things to make sure we are checking the boxes for the stuff that, as a technical specialist, you may not be aware of in the contracting process.

But as it relates to what we are asking for, the service we are asking for and the project, I don't think there really is a good way forward until we have done several of these to work out how much, like the discussion we were having, how much detail is appropriate and is it clear what we are asking for? That's always going to be a one-on-one, depending on the contracting officer and the COR. I think there are definitely administrative-type things we can look at compiling.

>> DAVE: I'll give you an example. An independent cost estimate and we provide one, and then, somehow, the amount of money gets revised and we add more money. We do a modification or something before even the statement of work goes out to the contractor.

We need to know that there needs to be another independent government cost estimate provided. I asked a couple of contractors at the NOC the same question. I got different answers and this is the type of education we need. And I know -- had I known this ahead of time I would have provided that. Instead of that we lost time because the contracting officer comes back and says we need this and that.

You mentioned that we need to think about what the contractor is thinking. And I think that's a very good point. I think contracting needs to know or think what the CORs are thinking and that is, what guidance can the COs provide the COR that makes their job easier instead of vice versa?

>> CINDY: And I agree. I'm a big proponent on communication but I can't read your mind. So I always ask my CORs, or I take the lead and call my CORs and say, how is it going? What else can I help you with? Are you getting ready to anticipate a bump in this particular process?

>> DAVE: That's good. You're offering something I never had.

>> CINDY: Call me.

>> DAVE: I think all the CORs need to know the COs will ask them that. Believe me it has not happened in my case.

>> CINDY: I'm sorry to hear that. We are formulating a lot more SOP-type things and trying to get more continuity to where I'm not saying one thing versus someone else saying another. But having said that, we can both be handed a package, a requirement, and we are going to get you awarded. How we got there could be different.

>> DAVE: I just want to work closer with the Cos and I feel right now there's a distance and maybe that's because of the issues going on with the NOC and the leadership there within the contracting office. But seminars, lunch sessions that we have done in the past are excellent. And I encourage if they could be brought back and invite the CORs to that. You get a lot of people interested and that would really help bridge the gap.

>> CINDY: Great input. I'm going to make some suggestions.

>> DAVE: Thank you. I appreciate that.

>> CATHY: We have a couple of faxes in and we will start with this first one from the southern Nevada district office. And this is a great question. You mentioned that there is different ways to evaluate, to rate criteria. You can use numbers. You can use good-fair-poor, and colors. And this question is, **evaluating using the color factor, is that to apply a number to the color to help calculate the overall rates or scores?**

>> CINDY: I have seen those used. I personally am getting away from colors but if you give a green color, then you need to have, let's say a 5 identified with it. And then if you have a red color, then that needs to be a 1, meaning weak. I personally have gotten away from that because it's not real defensible in court. That's between you and your contracting officer. If you're used to doing that, and you're comfortable, then do it. If she has or he has a better suggestion that maybe is more definable, be open to that.

>> CATHY: I like numbers. I always thought the colors were soft/wishy-washy.

>> CINDY: It is a little soft. Good question.

>> CATHY: We have another fax from Kim in Montana. And she is asking if **there is a list of existing BPA or IDIQ planning-related contracts**. If so, where is it? Who at the NOC would be a good contact?

>> CINDY: As we mentioned earlier, we have a few of them on our Sharepoint. One of the things we are trying to do -- we are getting more IDIQs and more blanket purchase agreements together (that's what BPA stands for). But, to get everything from within the BLM concise, you're going to have to have to get a lot of state directors onboard. Each can be somewhat the same but there is always a nuance. So you're more than welcome to call me. I can pass you your information along to my supervisor or we just got a new branch chief.

>> CATHY: And we have a link on the KRC too, the Sharepoint site. When people say "go to the Sharepoint site", sometimes it's very hard to find that.

>> CINDY: The other thing is check with your state. Some states have really good tools that you can use before coming to the NOC, based on limits.

>> CATHY: And we don't have -- we have time for maybe one more question and I wanted to get this one in. Chris, this one is mostly for you. **What are the emerging issues changing how we use MOUs?**

>> CHRIS: There are a couple of them we have seen over the last couple of years and that is increasing role of consultants supporting cooperating agencies. And so that brings up the need to make sure that our MOUs are accurate and well-written and reflect the needs of the government in a situation like that. For example, how do we ensure that we protect our proprietary or pre-decisional information we may be seeing? If that's getting shared with a private company, we need find that balance of, we don't want to be intrusive, but we need make sure we are reassured by the cooperating agency that their contract is not going to lead to information getting out and then the other is going to be, are there conflicts of interest?

If a county hires a consultant, is there a potential conflict of interest if they have access to some of that information? So, as cooperating agencies become more and more involved or supposing in the case of the data analysis, where they are going to be doing some of it, how do we write MOUs to reflect increasingly complex relationships? That's similar to what we are facing with contracts as well.

>> CATHY? Okay. It's a little bit unfortunate we didn't have that much time for that many questions but it didn't seem like there was a ton coming in. There was still a few that you sent us in the last couple of months we didn't get to. So for the second and third broadcast, send me your questions any time and we'll incorporate those and I think the other [broadcasts] might be a little bit shorter on our talking and a little bit longer on if you have questions or comments or anything like that.

So now you have a month or two months' advanced notice to get your questions or comments together for us. I appreciate everybody's thoughtful input into this Q&A section.

CONCLUSION

Now over the last hour-and-a-half or so, we talked about contracting from the initiation of a project until the contractor was selected and I hope you learned terminology and guidance as well as tips on statements of work, RFPs, evaluation criteria and the process to evaluate proposals and MOUs.

And then the next broadcast, which I think you kind of know by now, February 28 and the topic will be contract management. And on that broadcast, we'll talk about managing the communications, managing the economics and managing the scope of the contracts.

And then the third and final part of this series, March 28, is on contract close out. And on that broadcast, we'll talk about how to amend contracts, how to close them out, defining the contractor's role in completing the project file and/or if you need it, administrative record, as well as how to respond to legal challenges using the contractors. Because as you know, their role doesn't necessarily end when the decision is signed.

So I really hope that you will join us for upcoming broadcasts I invite you to send me any questions or anything that you like to share is appropriate. If it's an example, I can post on the website or we can discuss it at the next broadcast. My e-mail address is on the screen, so send me whatever you need.

And as we mentioned before, this program will be posted to the KRC website and we put the URL up there before, but if you didn't have that, the easiest way that I find it when I don't have it bookmarked is do an Internet search for "BLM KRC contracting" and we'll put all three broadcasts on the same page so you don't have to go to a bunch of different pages to find it.

As I mentioned earlier, if you registered in DOI learn for this broadcast, we will e-mail you an evaluation, it comes from MTM (Metrics That Matter) and those of you who registered for this broadcast, we will register you for Broadcast 2, don't worry about going back into DOI Learn. Those that know me, many, many times I've mentioned in the past, we really like the evaluations. They are important to us. So if you could just take a moment or two, give us your candid feedback, tell us what you want to see in either the next couple of broadcasts or if there is another burning issue out there. Just let me know.

And before you turn us off and get back to your other work, our panel members have a few final thoughts they'd like to share. Let's start with Cindy from the BLM National Operations Center.

>> CINDY: Please just **remember to communicate with your contracting staff early and often.**

>> CATHY: Thank you. And how about Chris from the Wyoming State Office?

>> CHRIS: Sure. **Whether it's an MOU or contract, all the stuff we talked about today has the same purpose, which is to manage expectations and ensure a successful outcome for our projects.**

>> CATHY: Thank you. And Molly, let's end with you from the Anchorage District Office.

>> MOLLY: I would close by saying, **don't leave anything to assumptions.** Make a point to **reach out to your colleagues** and remember at the end of the day, **the BLM assumes full responsibility for the contractor's work.**

>> CATHY: Thanks Molly, Chris, and Cindy. I look forward to seeing you for our next broadcast.

If you'd like to discuss any of our other onsite or online planning- or NEPA-related courses, then don't hesitate to contact me or Tessa Teems here at the NTC.

That wraps up today's forum on Contract Initiation. We look forward to seeing you on February 28 when we talk about Contract Management.

So long from Phoenix and we'll see you in a month!

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