

Exhibit 3

Conferral Email 3
and
BLM Policies

Dominic Carollo

From: Dominic Carollo
Sent: Thursday, August 26, 2021 7:40 AM
To: Laura K. Granier; Talasi Brooks
Cc: Carroll, Arwyn (ENRD); wmap@igc.org; falkwilt@gmail.com; julie@cblawoffices.org; tjlodge50@yahoo.com; kent@winnemuccalaw.com; Doktor, Leilani (ENRD); fermina@cblawoffices.org; Rick Eichstaedt; Chris Mixson
Subject: RE: Bartell Ranch v. McCullough, 3:21-cv-00080 (D. Nev.)
Attachments: IM_2006-011_3rd_Party_Contracting_Procedures.pdf; IM_NV_2009-047_NEPA_Third_Party_Contracting.pdf

Arwyn and Leilani:

I apologize but I need to add and supplement a little more with respect to the record concerns I emailed on Aug. 24.

First, with respect to any contract(s) with third-party consultants/contractors, the attached IM's cover this topic and should part of the AR. If there are any more recent and applicable BLM policies or IMs, those should be included as well. The Bartell plaintiffs request that all records, including contracts and communications, relating to BLM's compliance with these IMs, and administration of any such contracts, be produced and made part of the record. At this point, I see little to nothing on this topic in the AR.

Second, the AR seems to contain very little documentation with respect to field work. For instance, the EIS reports baseline data that was apparently the result of inventorying and measuring seeps, springs and other water resources. Stevens, et al. (included in the AR at TPEIS-0642) explains that "Field data sheets are the most efficient and reliable information documentation for Level 1 and 2 springs inventories. Multi-staff team information compilation and detection of data entry errors is impossible without hard copy field sheets, and springs-related data have proven too complex for on-site electronic data entry systems." However, we do not see field data sheets for a lot of baseline data reported in the EIS, including (but not limited to) with respect to seeps and springs. Please check with BLM to see if they required the third-party contractor to provide any field data sheets (or similar documentation) to BLM. This would be for not only for inventorying and monitoring seeps and springs, but also for streams, well drilling, monitoring and pumping, core drilling, wildlife, etc. If BLM was provided such field work documentation, such records should be part of the AR. If not, please confirm in writing that BLM did not require the third-party contractor to provide field data sheets or similar field work documentation in support of reports and other work product for the EIS.

Third, this last item is more specific. In the FEIS, at AR-067621, BLM states in response to a comment: "P149) The Commenter correctly points out PZ17-01 data required a datum correction....The data was confirmed to be valid. The adjustment did not occur to data collected during the pumping test in October 2018, does not affect drawdown calculations, and the sensor was not malfunctioning. Only the elevation of the sensor placement was adjusted to match field observations."

For this topic, please check with BLM and provide all field notes and any other records, communications or data currently in BLM's possession regarding this "adjustment," including but not limited to: (1) when "the elevation of the sensor placement was adjusted"; (2) who made the adjustment; (3) the magnitude of the adjustment; (4) how data

pre- and post-adjustment was verified to be valid; (5) communications with LNC or third-party consultants concerning comment P149; and (6) field notes or data sheets of all pump tests.

Thanks.

Dominic

Carollo Law Group LLC

Sent remotely from Microsoft Surface

From: Laura K. Granier <LKGranier@hollandhart.com>

Sent: Wednesday, August 25, 2021 8:06 AM

To: Talasi Brooks <tbrooks@westernwatersheds.org>; Dominic Carollo <dcarollo@carollolegal.com>

Cc: Carroll, Arwyn (ENRD) <Arwyn.Carroll@usdoj.gov>; wmap@igc.org; falkwilt@gmail.com; julie@cblawoffices.org; tjlodge50@yahoo.com; kent@winnemuccalaw.com; Doktor, Leilani (ENRD) <Leilani.Doktor@usdoj.gov>;

fermina@cblawoffices.org; Rick Eichstaedt <rick@wheatlawoffices.com>; Chris Mixson <c.mixson@kempjones.com>

Subject: RE: Bartell Ranch v. McCullough, 3:21-cv-00080 (D. Nev.)

Good morning,

Lithium Nevada requests that BLM consider including the following documents in the AR currently being discussed (understanding the AR for the NHPA claim recently brought is not part of this dialogue).

NDOW letter sent to Maureen Thompson, SWCA, dated July 13, 2018. The NDOW letter is included as Appendix D of SWCA report: SWCA Environmental Consultants, 2019. Thacker Pass Project Wildlife Baseline Surveys, February 2019 (Final).

The NDOW sage grouse tracking locations and 30 radio-marked birds are based on a telemetry study performed by NDOW across the Montana Mountains, as shown on the attached map from NDOW (which we understand NDOW maintains as confidential).

The Kings Valley Lithium Exploration EA, Decision Record and FONSI.

February 2021 Monitoring Plan, the February 2021 version of the PoO

Memorandum of Agreement that lead to the development of the historic properties treatment plan. There are transmittal letters to tribes that enclosed the MOA (file no. 0479), but the enclosure is not included in that file.

The Nevada and Northeastern California GSG Proposed LUPA/Final EIS; the final ARMPA is in the record, so the underlying FEIS should be there too

The NDOW Hunting Information Sheet that was attached as Ex. 10 to our response to the motion for preliminary injunction

February 2021 Thacker Pass Project Monitoring Plan

One of the three reference documents used to calculate the emissions factors for the sulfuric acid plant's tail gas scrubber was not in the Administrative Record. Specifically: 2019a. "LNC_Emissions Inventory_RH.xlsx." Provided by D. Whitehead, Lithium Nevada Corporation, to E. Huelson, Air Sciences, October 1. It's listed in the Appendix K references at AR-066010.

From: Talasi Brooks <tbrooks@westernwatersheds.org>

Sent: Tuesday, August 24, 2021 5:50 PM

To: Dominic Carollo <dcarollo@carollolegal.com>

Cc: Carroll, Arwyn (ENRD) <Arwyn.Carroll@usdoj.gov>; wmap@igc.org; Laura K. Granier <LKGranier@hollandhart.com>; falkwilt@gmail.com; julie@cblawoffices.org; tjlodge50@yahoo.com; kent@winnemuccalaw.com; Doktor, Leilani (ENRD) <Leilani.Doktor@usdoj.gov>; fermina@cblawoffices.org; Rick Eichstaedt <rick@wheatlawoffices.com>; Chris Mixson <c.mixson@kempjones.com>

Subject: Re: Bartell Ranch v. McCullough, 3:21-cv-00080 (D. Nev.)

External Email

Apologies, here is the letter I meant to attach.

On Tue, Aug 24, 2021 at 6:48 PM Talasi Brooks <tbrooks@westernwatersheds.org> wrote:

Hi Arwyn:

As we have continued our review of the AR, we have discovered additional issues that we need to raise with you before the call tomorrow, and before the 8/27 deadline for objections. We are still reviewing and reserve the right to raise additional objections as they may arise.

The attached letter, sent on 12/30/20, and CC'ed to BLM should have been included in the Record but was not.

As I noted in my previous email, the gaps in numbering indicate that several documents were omitted. One of these is TPEIS-0720, which is claimed to be an email between Kelly Fuller and Ken Loda, in which Ken Loda provides Kelly Fuller with several requested documents. According to the AR Index, this email contains "protected information." These are wildlife reports that were provided to Ms. Fuller in their entirety and were used as a basis for the DEIS. It appears they are being improperly withheld from the record under a vague claim that they contain "protected information" even though they have already been disclosed to the public. These should be included in the AR.

In general, any records withheld because they are purported to contain "protected information" should be included in the AR in redacted form. WWP specifically objects to the withholding in full of all such records. A broad claim that the records contain "protected information" is not adequate justification for withholding them from the AR.

TPEIS-0286 and TPEIS-0287 are cover pages of cultural surveys. The entire documents should be provided, not just the cover pages.

TPEIS-0310 is a meeting agenda for bi-weekly calls between BLM and other cooperating agencies regarding the Thacker Pass Project. BLM must provide the meeting agendas and meeting minutes for the rest of these calls. If they were occurring biweekly, agendas and meeting minutes for many more calls should appear in the AR.

TPEIS-0348 is a response to comments summary in matrix form. Please provide the original comment letters, including any markup drafts of the EIS upon which comments were made.

Thank you for your attention to these matters. We look forward to speaking with you tomorrow. As noted, we will continue to bring issues with the AR to your attention as we discover them. Note, however, that we still have not received the separate drive containing confidential records, so we cannot raise any issues that may exist regarding those records.

Talasi

On Tue, Aug 24, 2021 at 4:59 PM Dominic Carollo <dcarollo@carollolegal.com> wrote:

Arwyn:

Below, in no. 11, I mistakenly referred to document 545. The correct reference is document 454. Thanks

Dominic

Carollo Law Group LLC

Sent remotely from Microsoft Surface

From: Dominic Carollo

Sent: Tuesday, August 24, 2021 3:26 PM

To: Talasi Brooks <tbrooks@westernwatersheds.org>; Carroll, Arwyn (ENRD) <Arwyn.Carroll@usdoj.gov>

Cc: wmap@igc.org; Laura K. Granier <LKGranier@hollandhart.com>; falkwilt@gmail.com; julie@cblawoffices.org; tjlodge50@yahoo.com; kent@winnemuccalaw.com; Doktor, Leilani (ENRD) <Leilani.Doktor@usdoj.gov>; fermina@cblawoffices.org; Rick Eichstaedt <rick@wheatlawoffices.com>; Chris Mixson <c.mixson@kempjones.com>

Subject: RE: Bartell Ranch v. McCullough, 3:21-cv-00080 (D. Nev.)

Arwyn:

In light of the recent emails from other parties, detailing concerns with the Administrative Record, I thought it best to compile a more comprehensive list of concerns on our end, which also includes new additional issues and requests. Please note that this list is not exhaustive, and will be updated accordingly, but it does constitute a list of our requests and concerns at this point in time. Further, this list should not be construed as a waiver of any prior expressed concern or request.

1. We join the other parties' expressed concerns and requests with respect to the AR, including those from Roger, Talasi, and Mr. Falk.

2. Please search for and produce in the AR all intra-agency communications, inter-agency communications, and communications by or with higher levels at the Department of the Interior regarding the project, ROD, DEIS and FEIS.
3. Agency communications with the third-party consultant
 - a. This may also include internal communications of the consultant
4. For any communications, or other documents, withheld on the basis of a privilege or exemption, please provide a privilege log.
5. The contract under which the third-party consultant(s) provided assistance with the EIS and NEPA process, including but not limited to Piteau and Associates
6. TPEIS 0594 is marked "private and confidential." We dispute this designation and request that the designation be withdrawn.
7. TPEIS 0343 – this is the Stringham report. Please provide and include in the AR all communications regarding this report, including with LNC or third-party consultants, as well as the transmittal email and responses for the report.
8. TPEIS 0403 – this document discusses Bartell Ranch well mitigation. Please provide and include in the AR all communications regarding this report, including with LNC or third-party consultants. Please also provide and include in the AR any post-ROD documentation or communications regarding water right or water resource mitigation.
9. Please check with BLM and ensure that all versions of Piteau 2020c, including drafts or markups, are sought and produced and made part of the AR.
10. Omitted exhibit numbers; adding to what Talasi highlighted, the highest exhibit number is 729, but there are 634 lines on the spreadsheet. 6 of these are the claw-back documents, but this still leaves roughly 89 documents missing. Please produce all those documents or, if applicable, provide a privilege log.
11. TPEIS 0406, 443, 545
 - a. please produce and include in the AR all transmittal emails regarding these documents, emails discussing these documents, and the complete document that the referenced Figure(s) was excerpted from

Please also see the attached spreadsheet listing specific communications between my client and the agency that appear to have been omitted. The AR should include all these communications (including all attachments), as well as any communications of BLM or the applicant or third-party consultants regarding these communications.

Thanks.

Dominic Carollo

Carollo Law Group LLC

Sent remotely from Microsoft Surface

From: Talasi Brooks <tbrooks@westernwatersheds.org>
Sent: Monday, August 23, 2021 2:14 PM
To: Carroll, Arwyn (ENRD) <Arwyn.Carroll@usdoj.gov>
Cc: wmap@igc.org; Dominic Carollo <dcarlolo@carollolegal.com>; Laura K. Granier <LKGranier@hollandhart.com>; falkwilt@gmail.com; julie@cblawoffices.org; tjlodge50@yahoo.com; kent@winnemuccalaw.com; Doktor, Leilani (ENRD) <Leilani.Doktor@usdoj.gov>; fermina@cblawoffices.org; Rick Eichstaedt <rick@wheatlawoffices.com>; Chris Mixson <c.mixson@kempjones.com>
Subject: Re: Bartell Ranch v. McCullough, 3:21-cv-00080 (D. Nev.)

Dear Arwyn and Leilani:

In reviewing the AR to prepare for our 8/27 deadline, we have found additional issues. As noted in Roger's previous email, we request that the attachments to our clients' comments on the FEIS submitted to and received by BLM in late December 2020, be included in the Record.

We are also bringing these additional issues to your attention now in hopes of resolving them without motion practice. We reserve the right to raise other issues as we become aware of them.

In general, the numbering of the Record suggests that some documents have been omitted. For example, the numbering jumps from TPEIS-0006 to TPEIS-0009, and the Index includes numerous similar gaps. Please provide a privilege log describing the records omitted and the privilege(s) claimed.

The Record also seems to be missing communications between BLM and NDOW, NDEP, EPA, LNC, and LNC's contractors regarding the Project. For example, the attached October 29, 2020 letter from NDEP to LNC and cc'ed to Ken Loda at BLM, should be part of the Record but was not. This gives us reason to believe that other similar communications must be missing. Did BLM search for such communications in compiling the Record? The Record should include all Project-related communications.

The Record must include the 2015 Great Basin ROD adopting the 2015 Nevada/Northeastern California Greater sage-grouse ARMPA. This document is filed with our PI Motion as Exhibit 8. TPEIS-0298, the 2015 Nevada/Northeastern California Greater sage-grouse ARMPA, is misidentified in the Index and does not include the ROD.

The Record must include all Appendices to the 2015 Nevada/Northeastern California Greater sage-grouse ARMPA. TPEIS-0298 includes the text of the ARMPA but not the Appendices. Examples of these Appendices are included as Exhibits 13 and 14 to our PI Motion. All appendices to the 2015 ARMPA must be included in the Record, especially since they are referenced in Appendix N to the FEIS.

TPEIS-0359 appears to summarize comments the NDOW submitted on BLM's Preliminary Draft EIS (PDEIS). Please provide the original NDOW comment letter and/or copy of the PDEIS upon which NDOW made its comments.

The PDEIS is not part of the Record. Please provide the PDEIS and all comments and markup versions of the PDEIS from any other entity.

The Record should include the Western Lithium Corporation Kings Valley Clay Mine EA attached as Exhibit 6 to BLM's Response Brief to Plaintiff-Intervenors' PI Motion.

The Record should include the 2009 NDOW survey documenting winter sage-grouse use of the Project area, referenced in, for example, TPEIS-0025.

Please provide the information provided by NDOW documenting sage-grouse use of the Project area through 63 tracking locations generated by at least 30 radiomarked birds, cited as NDOW 2018 and 2018b. See FEIS at 4-42; TPEIS-0097.

TPEIS-0034 is an excerpt from a conference brochure. Please provide the entire document.

Finally, we find that there are significant gaps in the Record, especially because it contains very few communications. This indicates there may have been omissions in the Record. As noted, please provide all Project-related communications that have not already been provided, or the detailed reasons why such communications were not included in the Record submitted to the Court and the parties. Lastly, please provide the required certification by the proper agency official as to the completeness of the search and the compilation of the Record.

Thank you,

Talasi

On Thu, Aug 19, 2021 at 1:34 PM Carroll, Arwyn (ENRD) <Arwyn.Carroll@usdoj.gov> wrote:

Dominic and Roger,

Thanks for your emails concerning the scope of the administrative record. We've forwarded your questions to BLM and will let you know their response.

As you know, Plaintiff-Intervenors' complaints and preliminary injunction motion have injected new issues into the case and have required a significant expenditure of both their and our resources in the short term. BLM is evaluating the scope of the administrative record in connection with those claims, and we anticipate proposing a schedule by early next week, based on when BLM can serve that record.

In the meantime, cognizant of next Friday's existing deadline to meet and confer, and with an interest in keeping this side of the litigation rolling, we'll be happy to discuss the concerns you've raised next week – even were that deadline ultimately extended, we're happy to get the conversation going regarding the concerns already raised. We are also available on the 26th, between 11:00am and 3:00pm ET.

Finally, in response to an earlier question, yes—BLM will be serving redacted versions of the clawed-back documents. We can provide them on a thumb drive when the NHPA-related administrative record is served, or earlier via Box.com.

Thanks,

Arwyn

From: wmap@igc.org <wmap@igc.org>

Sent: Thursday, August 19, 2021 3:09 PM

To: 'Dominic Carollo' <dcarlo@carollegal.com>; Carroll, Arwyn (ENRD) <Arwyn.Carroll@usdoj.gov>

Cc: 'Laura K. Granier' <LKGranier@hollandhart.com>; tbrooks@westernwatersheds.org; falkwilt@gmail.com; julie@cblawoffices.org; tjlodge50@yahoo.com; kent@winnemuccalaw.com; Doktor, Leilani (ENRD) <Leilani.Doktor@usdoj.gov>; fermina@cblawoffices.org; 'Rick Eichstaedt' <rick@wheatlawoffices.com>; 'Chris Mixson' <c.mixson@kempjones.com>

Subject: RE: Bartell Ranch v. McCullough, 3:21-cv-00080 (D. Nev.)

Arwyn/Leilani – The WWP plaintiffs share Dominic's concerns and issues regarding the admin record. We continue to review the record and will be providing further issues/concerns in the coming days.

Roger

From: Dominic Carollo <dcarollo@carollolegal.com>
Sent: Wednesday, August 18, 2021 5:49 PM
To: Carroll, Arwyn (ENRD) <Arwyn.Carroll@usdoj.gov>
Cc: Laura K. Granier <LKGranier@hollandhart.com>; tbrooks@westernwatersheds.org; falkwilt@gmail.com; Dominic Carollo <dcarollo@carollolegal.com>; wmap@igc.org; julie@cblawoffices.org; tjlodge50@yahoo.com; kent@winnemuccalaw.com; Leilani.Doktor@usdoj.gov; fermina@cblawoffices.org
Subject: RE: Bartell Ranch v. McCullough, 3:21-cv-00080 (D. Nev.)
Importance: High

Arwyn:

I'd like a response to my email below, please, concerning the AR and a privilege log, preferably by this Friday. I'm looping the rest of the parties in as well.

To add a bit more context, it seems to me the record is very likely missing substantial intra-agency communications as well as communications with the third-party consultant. In addition, depending on the nature of the relationship of the consultant, it seems to me internal communications of the consultant may also be subject to disclosure in the AR. I am requesting to see the contract under which the third-party consultant provided assistance with the EIS. It is also questionable that there are no higher level Interior communications given the contention that this project is a National priority. This is a non-exclusive list of concerns. For instance, there are also missing communications with my client and the agency. In short, compared to other similar cases I have litigated, the record seems rather, if not very, sparse.

Related to this, under the stipulated schedule we reached prior to consolidation and prior to new plaintiffs intervening, we have a deadline of August 27 to confer on the AR and a deadline of Sept. 10 to file a motion to supplement the AR. Meanwhile, Leilani emailed the parties back on July 29 about reaching an adjusted global schedule, which seems to make sense, if not necessary. I believe everyone responded with willingness and approval except LNC (unless I missed it). Unless we are going to agree to vacate the schedule or to a new schedule, we need to confer by August 27. I am available at any time next week on August 25 or August 26 to confer. However, if the issues above are not addressed, and very quickly, I expect we will be filing a motion challenging the adequacy of the AR and likely prior to Sept. 10.

The government's prompt attention to these matters would be appreciated. Thanks.

DOMINIC M. CAROLLO

CAROLLO LAW GROUP LLC

PO Box 2456

630 SE Jackson Street

Suite 1

Roseburg, OR 97470

PH: 541-957-5900

FAX: 541-957-5923

dcarlo@carollolegal.com

From: Dominic Carollo

Sent: Monday, July 26, 2021 10:20 AM

To: Carroll, Arwyn (ENRD) <Arwyn.Carroll@usdoj.gov>; Laura Granier (LKGranier@hollandhart.com) <lkgranier@hollandhart.com>

Cc: kent@winnemuccalaw.com

Subject: RE: Bartell Ranch v. McCullough, 3:21-cv-00080 (D. Nev.)

Arwyn:

One question I have about the AR is with respect to the deliberate process privilege.

I don't see very many intra-agency communications, nor or agency communications with outside contractors/consultants, related to development of the DEIS and FEIS. Relatedly, I don't see any claim of the deliberative process privilege for any of the documents listed in the AR index you sent Friday.

Have searches for such documents been performed? Is a separate privilege log forthcoming?

If you need further clarification, please let me know. It may be easier to discuss.

Thanks.

DOMINIC M. CAROLLO

CAROLLO LAW GROUP LLC

PO Box 2456

630 SE Jackson Street

Suite 1

Roseburg, OR 97470

PH: 541-957-5900

FAX: 541-957-5923

dcarollo@carollolegal.com

From: Carroll, Arwyn (ENRD) <Arwyn.Carroll@usdoj.gov>

Sent: Friday, July 23, 2021 5:36 PM

To: Dominic Carollo <dcarollo@carollolegal.com>; Laura Granier (LKGranier@hollandhart.com)
<lkggranier@hollandhart.com>

Cc: kent@winnemuccalaw.com

Subject: Bartell Ranch v. McCullough, 3:21-cv-00080 (D. Nev.)

Dominic and Laura,

Pursuant to Paragraph A of the approved scheduling order in this case, please find attached a copy of the draft administrative record index.

Relatedly, several documents in the administrative record contain confidential information, such as information about the location of cultural resources identified through the NHPA process, golden eagle nesting sites, etc. I discussed briefly with Laura and WWP's counsel at the PI hearing, but BLM would like to produce these with a

protective order in place. Dominic, would you be amenable to a protective order in this case? I'll circulate a draft PO based on the standard form in the District of Nevada and a proposed motion early next week.

Finally, BLM anticipates send out the administrative record on USB drives. I know that some folks aren't working from the office these days – can you confirm for me that the address on the docket is the one BLM should send the record to, or if there's another address we should use?

Thanks,

Arwyn Carroll

Natural Resources Section

Environment & Natural Resources Division

U.S. Department of Justice

202-305-0465 (desk)

202-598-3315 (mobile)

arwyn.carroll@usdoj.gov

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Talasi Brooks

(208)336-9077

tbrooks@westernwatersheds.org

pronouns: she/her

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Talasi Brooks

(208)336-9077

tbrooks@westernwatersheds.org

pronouns: she/her

--

Talasi Brooks

(208)336-9077

tbrooks@westernwatersheds.org

pronouns: she/her

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C. 20240

October 17, 2005

In Reply Refer To:
1790 (WO-210) P

EMS TRANSMISSION 10/24/2005
Instruction Memorandum No. 2006-011
Expires: 09/30/2007

To: State Directors

From: Director

Subject: National Environmental Policy Act (NEPA) Third Party Contracting Procedures

Program Area: The use of third party contracts for preparation of major environmental documents.

Purpose: This Instruction Memorandum summarizes the responsibilities of the Bureau of Land Management (BLM) when using a third party contract for preparing major environmental documents under the NEPA.

Background: This IM completes a task assigned to WO-210 by the Deputy State Directors (DSD's).

Policy/Action: The use of third party contracts to facilitate processing of proposals and applications through BLM NEPA processes is provided for in 40 CFR 1506.5, with clarification by the Council on Environmental Quality found in the "40 Questions." Agency policy and direction are found in BLM Handbook 1790-1, Appendix 7, with additional guidance available in the 1999 desk reference "Overview of BLM's NEPA Process."

The key elements of third party contracting procedures are:

- (1) For all environmental impact statements (EIS) and major environmental assessments (EA) the State Director and/or Field Manager must have a Memorandum of Understanding (MOU) between the agency and the proponent, establishing the roles and responsibilities of each party. The MOU will specify that all costs of using a contractor to prepare environmental documents will be borne by the proponent.
- (2) The MOU will describe the responsibilities of BLM and the proponent in the administration of the MOU and in oversight of and communication with the contractor. A MOU for preparation of an EIS should be more detailed and, if appropriate, subject to Solicitor's review and concurrence. Consistent with delegations of authority, a MOU for the preparation of an EA may be less detailed and may be executed by a Field Manager.
- (3) The State Director/Field Manager must ensure that the contractor preferred by the proponent is one that is acceptable to the BLM and that the proponent has submitted a copy of the required disclosure statement that specifies that the contractor has no financial or other interest in the outcome of the project, [40 CFR 506.5(c)(3) and question 17a in the "40 Questions."] The Field Manager makes the final decision regarding the selection of the contractor.
- (4) The State Director/Field Manager will ensure that communications between the proponent and the

BLM, and communications between the contractor and the BLM are consistent with the roles and responsibilities stated in the MOU. This includes ensuring that points of contact are established and used for communications between the parties. During the term of the MOU any direct communications between the proponent and the contractor will be consistent with those described in the MOU and held to a minimum. Any direct communications between the proponent and contractor outside of the provisions of the MOU must be approved in advance by the BLM.

(5) Major changes of schedule, proposals, or protocols, including product technical specifications, will be documented through official correspondence with copies of that correspondence provided to the signatories of the MOU. The State Director/Field Manager is responsible for informing the proponent of the contractor's progress and for immediately providing the proponent with notification of contractor delays or unsatisfactory products or both. The State Director/Field Manager will also recommend the termination of a contractor should it become necessary.

The State Director/Field Manager holds final decision authority regarding data used, alternatives studied in detail, analyses conducted, and document content and quality. The State Director/Field Manager will ensure that the MOU (or its attachments made part of the MOU) includes a description of the products that the contractor will prepare, the technical standards for each product, and a schedule of product delivery.

The MOU should include a provision that ensures that documents and records used or developed by the contractor to support the NEPA process will be part of the administrative record. These documents and records will be given to the BLM when the contractor's involvement in the process is completed, or as requested by the State Director/Field Manager. See the attachment as an example.

Timeframe: This IM is effective upon receipt.

Budget: Implementing this IM will not require additional staff or funding.

Manual/Handbook Sections Affected: None.

Coordination: This IM was developed jointly by WO-210, other WO Groups and DSD's.

Contact: If you have questions or need further information regarding MOUs for third party contracting, please contact Jordon Pope, Planning, Assessment and Community Support Group at (202) 452-5048.

Signed by:
Lawrence E. Benna
Deputy Director

Authenticated by:
Robert M. Williams
Policy and Records Group, WO-560

1 Attachment

[1 – Example of an Memorandum of Understanding \(MOU\) \(14 pp\)](#)



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Nevada State Office
P.O. Box 12000 (1340 Financial Blvd.)
Reno, Nevada 89520-0006
<http://www.nv.blm.gov>



In Reply Refer To:
1790/1510 (NV-934) I

August 14, 2009

EMS TRANSMISSION 08/17/2009
Instruction Memorandum No. NV-2009-047
Expires: 9/30/2010

To: District Managers, Nevada

From: State Director, Nevada

Subject: Contracting Guidance for National Environmental Policy Act (NEPA) Documents.

Program Area: National Environmental Policy Act (NEPA) and Land Use Planning

Purpose: This purpose of this Instruction Memorandum (IM) is to provide guidance and clarification on contracting NEPA document preparation.

Outcome: Statewide consistency for contracting preparation of Bureau of Land Management (BLM) and Third-Party NEPA documents.

Background: The revised [NEPA Handbook H-1790-1](#) (January 2008) did not carry forward guidance on contracting BLM-initiated and contracting third-party preparation of NEPA documents (H-1790-1 Appendix VII, October 1988). The revised NEPA handbook (Section 13.5) does provide basic policy guidance per the requirements of the Council on Environmental Quality (CEQ) regulations and references procurement procedures per the [Federal Acquisition Regulations](#) (FAR). In addition, guidance on third party contracting in the form of Washington Office (WO) Instruction Memorandum 2006-011 "National Environmental Policy Act (NEPA) Third Party Contracting Procedures" is similarly outdated in its reliance upon the superceded 1988 NEPA Handbook and 1996 NEPA Desk Guide.

With the increase in renewable energy projects requiring NEPA document preparation and the addition of new staff and project managers to the agency to manage these projects, it is timely to update and clarify guidance relative to contracting environmental services in order to efficiently develop and manage contract solicitations to meet the agency's needs for these critical workloads. The following guidance is intended to provide policy and procedural guidance to ensure consistency in contracting for environmental services for BLM Nevada. Project

managers and staff are encouraged to consult with their Contracting Officer (CO) for further clarification or guidance regarding use of the FAR and development of any contract solicitation.

Policy/Action:

Contracting procedures for BLM-solicited and third-party solicited contracts for NEPA documents is provided below:

BLM Contracting Procedures: If funding is available, the BLM may choose to contract for the preparation of a NEPA document. The Project Manager would submit the request through the Financial and Business Management System (FBMS) as a Purchase Request (PR) with a Statement of Work (SOW) expressing the responsibilities and deliverables of the contractor attached. Upon receipt of the PR, the Contracting Office will work with the Project Manager to determine the proper evaluation criteria (price, past performance or technical capability) and their importance ([FAR 52.212-2](#)).

After going through proper competitive procurement procedures, the BLM would award a contract to a qualified contractor. In competitive procurements, the BLM has complete control over the scope and content of the Environmental Assessment (EA) or Environmental Impact Statement (EIS) and is responsible for ensuring that the contractor remedies any defects or deficiencies. The contractor is required to perform in accordance with contract standards and reports directly to the BLM. See [BLM Manual 1510 Acquisition](#) and [BLM Handbook H-1510-6 “Contracting for Studies, Analyses, Inventories and Surveys”](#) for detailed guidance on competitive procurement procedures.

The following general guidance applies when the BLM awards a contract for the preparation of an EIS or an EA:

The BLM manager responsible for preparing the EIS or EA appoints a project manager to work with the Contracting Officer to provide oversight of the contract. Depending on the complexity of the NEPA document, the BLM manager appoints a Technical Proposal Evaluation Committee (TPEC) to provide technical input into the selection of the contractor. The project manager and the agency interdisciplinary review team are responsible for ensuring the NEPA document’s adequacy, completeness, and accuracy.

The BLM manager must delegate sufficient authority to the project manager to represent the BLM with the contractor. This individual is usually a certified Contracting Officer’s Representative (COR) or Contracting Officer’s Technical Representative (COTR). To the extent practicable and to provide continuity, the project manager should be the same person for the duration of the project.

The project manager works closely with and informs the contractor of all applicable NEPA compliance requirements including CEQ regulations ([40 CFR 1500-1508](#)) and Departmental Manual (DM) and regulatory requirements ([516 DM 11](#); [43 CFR 46](#)). All such requirements must be met, including public involvement requirements outlined in the CEQ regulations and regulations at 43 CFR 46. The project manager works closely with and informs the applicant

and contractor of all applicable studies, inventories, analyses, modeling, and statutory consultations required to complete the NEPA analysis (516 DM 11.3).

The BLM must independently review the EIS or EA prior to its acceptance and take responsibility for its scope and contents (40 CFR 1506.5(c)).

Third-Party Contracting Procedures: A third-party contract is an option when the BLM cannot prepare a required NEPA analysis due to time, budget, or other limitations. It is also an option when either the BLM or the applicant requests a contractor prepare the EA or EIS. It is called a “third-party contract” because the applicant for the proposal funds and awards the contract, through proper procedures, for the preparation of the NEPA document for the BLM. No direct BLM funding is involved in awarding the contract. By using the third party contracting approach, the time from contract bid and award is typically shorter than under agency contracting procedures.

The BLM does not select the contractor for a third party contract-prepared EA; therefore, the following general guidance applies to third-party contracting for an EIS:

The BLM independently develops a Statement of Work (SOW) for the EIS. The BLM may also allow the applicant to develop the SOW for the project due to time, budget, or other limitations. In this case, the BLM is responsible to review the SOW for technical adequacy prior to contract proposal solicitation¹. The BLM also develops and provides the technical evaluation criteria for contractor selection to the applicant for their use. The applicant develops contract cost criteria and obtains contract proposals through a solicitation of the approved SOW called a “Request for Proposal” (RFP). The applicant may perform an initial screening of proposals before submitting to the BLM for contractor evaluation and selection. If proposals are screened by the applicant, a sufficient number of proposals should be solicited to ensure the agency has a minimum of three contractors in the selection pool.

The BLM and applicant concurrently, but sometimes separately, evaluate the proposals using the technical evaluation criteria developed by the agency. In most cases, the complexity of the applicant’s project will guide the complexity of the evaluation. The BLM manager will determine the scope of the evaluation based on the complexity of the project. In general: for a simple project, use no more than three evaluators; for a complex project, use four or more evaluators, or, if very complex, consider establishing an equivalent to the BLM TPEC (see H-1510-1) which can include cooperating agency team members, as appropriate. The BLM focuses its evaluation upon the technical, managerial, and personnel portions of submitted proposals. The applicant primarily focuses its evaluation on the costs.

After the proposal evaluations are completed, the applicant recommends their preferred selection for the project to the BLM. The BLM, however, is responsible to select the contractor ([40 CFR 1506.5\(c\)](#)) for an EIS. For EAs, the BLM is not responsible for selection of a third-party

¹ This option may save time for BLM staff; however, the applicant must be aware that if a contractor develops the RFP’s Statement of Work for the applicant, or substantially works on the plan of development the SOW is based on, the contractor may be ineligible to compete for the contract due to knowledge of project details that would not be generally known to other offerors competing for the contract.

contractor; however, requirements for a Memorandum of Understanding (MOU), financial interest disclosure, and cost reimbursement requirements still apply. The BLM then informs the applicant, in writing, of the agency's selection. It is to the applicant's benefit to meet the BLM's quality needs since the BLM ultimately is responsible for the content, completeness, and accuracy of the NEPA document; however, since the applicant is funding the NEPA analysis for the project, the BLM needs to be sensitive to the estimated costs and the applicant's concerns with such and factor this into the BLM's final decision.

Under no circumstances will the BLM allow an applicant to select the EIS contractor for the project or "walk in the door" with an EIS contractor already under contract. Once the selection of the contractor is made by the BLM, the applicant finalizes and awards the contract.

The BLM must independently review the EIS prior to its acceptance and take responsibility for its scope and contents (40 CFR 1506.5(c)). Standards for review and acceptance of the NEPA document by the BLM are determined by the manager with delegated authority to approve and publish the NEPA document. In general, all BLM comments and issues should be satisfactorily addressed by the applicant in the NEPA document prior to publication for comment, appeal, or protest. Unresolved issues will be brought to the attention of the District Manager and/or State Director for resolution prior to the decision to publish and distribute to the public.

Contract MOUs (EIS/EA): Before any third party contract award, the BLM must execute a Memorandum of Understanding (MOU). The BLM develops the MOU between the BLM, the applicant, and other cooperating agencies, if any, to establish roles and responsibilities for EISs and major EAs (see [W.O. I.M. 2006-011](#) for MOU requirement and [example format](#)). The selected contractor is not a party to the MOU. If the MOU involves a cooperating agency, the NEPA document preparation contract MOU does not serve as nor take the place of the separate cooperating agency MOU developed between the agency and the cooperator. In most cases, the MOU is developed prior to the award of a contract. The MOU must provide that the BLM will work directly with the contractor on NEPA related matters and provide technical guidance and direction in the preparation of the NEPA document. The MOU must also identify the proposed schedule for the project.

To avoid the perception the contractor is less responsive to agency direction since the contractor is under contract to the applicant rather than the agency, the MOU should clearly outline that the BLM is ultimately responsible for the content of the NEPA document and approves the document for release to the public (40 CFR 1506.5(c)). The applicant needs to ensure the contractor is responsive to BLM recommendations for changes to the document to ensure agency procedural and analytical standards are maintained. Non-responsiveness by a contractor to reasonable BLM requests to comply with procedural or analytical content requirements will be documented in the contractor performance evaluation.

The draft MOU should be reviewed by the applicant and cooperating agencies, if any, and modified as necessary. The final MOU must be signed before further work is done on the project, particularly if this is a cost reimbursable project (see [DM 516 4.3 C](#)). The MOU must provide that the applicant will finance the NEPA portion of the project. Although an MOU technically has no financial language or merit, by signing the MOU, the applicant affirms that they will finance the NEPA portion of the project.

Contributed /Trust Funds and Cost Recovery Account: For some programs, projects are required to be managed through cost reimbursement. For cost reimbursement aspects of a project, refer to applicable regulations for the program (e.g. [43 CFR 2804.19](#), [2884.17](#)) and the BLM [MS 1323 Cost Recovery for Reimbursable Projects/Activities](#). The BLM tracks and monitors the actual BLM costs at a minimum on a monthly basis, using Form 1323-1 (June, 1983), [Reimbursable Project Log](#). Offices may opt to track costs by pay period and to compare with FBMS labor reports.

In some cases, there may be sensitivity among the public and its representatives based on the perception that the applicant has too much influence over the EIS project and its outcome since they are the party who has the contractual relationship with the EIS consultant. Although the intent of the MOU and procedural steps outlined in this guidance is to ensure objectivity and provide the BLM appropriate span of control over the project, the applicant and the BLM have the option to determine the project costs and have the applicant funding put into one of several types of proffer accounts for the BLM's use ([See NV I.B. 2004-102 and Contributed Funds Guide](#)). In this case, the BLM would follow its contracting procedures for the project. This allows the project to be fully controlled by the BLM with appropriate span of control over the contract execution and performance. The BLM is responsible for tracking all costs using Form 1323-1 to ensure full cost accountability to the applicant.

Contractor Lists: Consultants often contact the BLM state office and field offices to be placed on a list of bidders to be considered for future projects. Maintaining such lists by the agency is difficult due the number of consultants available, the uncertainty of whether they remain in business, change in their name or location and contact information, as well as ensuring that new businesses coming into the market are included. Likewise, the BLM cannot be an advocate for any one consultant. Maintaining a local agency list can be perceived by a consultant to be unfair if they do not receive work, regardless of how the list is organized or formatted. Because of these factors, the BLM does not maintain lists for qualified contractors for environmental services.

When an applicant or a BLM office wants to select from a range of qualified contractors, the Nevada State Office (NSO) recommends the [GSA SIN 899-1 Environmental Services](#) list (899 list) which comprises several hundred consultants that are pre-qualified and available for government services. The consultants on the 899 list provide their business prospectus and wage schedule the agency can use to determine if their service is appropriate to the agency's needs and to compare costs. The NSO recommends consultants make efforts to get included on the GSA list because a General Services Administration (GSA) contractor is a mandatory source if the BLM becomes the contracting agency. Other contractors can be located using the federal database Central Contractor Registration (CCR) by searching for the North American Industry Classification Standard (NAICS) 541620 at [www.ccr.gov](#).

It is not a requirement for a consultant to be on the 899 list or the CCR to be qualified for third-party contracts. If a local consultant is not on the GSA list, this does not preclude them from being on the contract or RFP solicitation; however, for contracts initiated or funded by the federal government, the BLM must exhaust or excuse the GSA sources prior to utilizing sources not on the GSA list ([FAR Part 8.002](#)).

Contractor Eligibility: All potential contractors or consultants desiring to [conduct business with the BLM](#) must:

- 1) Obtain a valid Data Universal Numbering System (DUNS) number from Dun and Bradstreet at <http://www.dnb.com>.
- 2) Register their firm on the Central Contractor Registration (CCR) system at <http://www.ccr.gov>.
- 3) Certify their business size at the On-line Representations and Certifications Application (ORCA) at <https://orca.bpn.gov/>.

Statements of Work: All contract solicitations require a detailed SOW. The SOW should follow the general outline and principles contained in H-1510-6 Appendix 1 and 2, Statement of Work Checklist and Statement of Work Writer's Guide. The SOW should contain sufficient detail to outline the tasks to be completed to result in the product desired. Within Nevada, all SOWs will address data management and include language identifying the data and metadata standards that should be adhered to as outlined in [NV IM 2009-034, "Data and Technical Baseline for Contract Statements of Work"](#). Data management standards change frequently due to changes in software and development of new data standards; therefore, it is important to check with state office data managers on current standards and language for contracts, prior to inclusion into a SOW. All SOWs will include Data Adequacy Standards for the resource programs analyzed. For third-party contract SOWs or RFPs developed by an applicant, the SOW/RFP shall be reviewed and approved by the district or field office prior to the proposal solicitation. All data generated as part of the NEPA process for the project must be made available to the BLM at the conclusion of the project.

Independent Government Cost Estimate: All BLM SOWs require an Independent Government Cost Estimate (IGCE) be completed for the project prior to contract solicitation. This is an estimate of what the project would cost if the BLM were to undertake the project with its own personnel, resources, and funding. The IGCE is compared to the contractor cost estimate to aid in determining if the Federal Government is obtaining the best value in its contractor selection and that the costs are reasonably estimated by the contractor ([FAR Part 15.4](#)).

Each task outlined in the SOW should be assessed as to the cost of the task and this estimate rolled up into an overall project cost. There is no BLM handbook or guidance on how to do an IGCE. The BLM Nevada State Office (NSO) Division of Resources [Planning Share Point](#) site contains a two page primer that can serve as a general guideline and includes cost estimate worksheets with *examples* only; that can be used to aid in determining an IGCE. It is important that current government wage information is included into the estimate so as to accurately estimate staff costs. The IGCE is also the appropriate tool to use and document cost estimates for any agency cost-reimbursement activity or contributions made by an applicant to a proffer account. Since BLM does not fund third-party contracts, an IGCE is not mandatory for the BLM to complete for these types of projects, unless one of the various cost-reimbursement authorities is used.

Source Selection: Environmental Services contracts are quoted/proposed competitively per government acquisition policy (FAR [Subpart 7.3](#)). Authority for soliciting for other than full and open competition (i.e. “sole source”) is rarely used and must meet the requirements of FAR [Subpart 6.3](#) for justification and be approved by the Chief of the Contracting Office. An applicant “walking in the door” with a contractor usually will not suffice on its own merits for other than full and open competition.

Financial Disclosure Requirements and Conflict of Interest: The selected contractor must execute a disclosure statement prepared by the BLM that specifies they do not have any interest, financial, or otherwise, in the outcome of the project prior to the applicant awarding the contract for the NEPA document. The BLM must keep this statement on file throughout the life of the project. CEQ interprets this requirement broadly to cover any known benefit, “including any financial benefit such as promise of future consideration or design work on the project, as well as any indirect benefits the consultant is aware of.” As long as the firm has had no promise of future work, the firm may later bid in competition with others for future work on the project after the proposed action is approved.

When a consulting firm has been involved in developing initial data and plans for the project, but has no financial or other interest, a disclosure statement in the draft EIS should clearly state the scope and extent of the firm’s prior involvement to expose any potential conflicts of interest. A conflict of interest may exist if the environmental contractor selected to prepare the EIS is under the direct control of another contractor with some financial or other interest in the project, such as an environmental firm whose parent company is an engineering firm with construction or design contracts for the project.

The BLM Nevada has previously sought an informal Solicitor’s opinion with regard to whether an environmental firm would be eligible for award of a third party EIS contract if they had participated in the preparation of a project’s RFP or had prepared the plan of operation for the proposal. The Solicitor concluded that in either case, this would constitute a conflict of interest per 40 CFR 1506.5 (c), and that such an environmental firm would be ineligible for the award of the EIS contract. In some cases, an environmental firm may have completed technical studies (e.g. water resources report, cultural resources inventory, etc.) for an applicant’s project. As stated above, development of initial data does not necessarily preclude a contractor from being eligible to be awarded a contract, but full disclosure of their involvement should be made in the EIS. In all cases, it is advisable to check with the Chief of the Contracting Office regarding potential conflicts of interest or the appearance of conflicts of interest. For further guidance refer to the FAR [Subsection 9.5](#) Organizational and Consultant Conflicts of Interest.

Documenting Contractor Performance: Past performance is an [evaluation factor](#) used to assess an offeror’s capability. Past performance information is relevant information, for future source selection purposes, regarding a contractor’s actions under previously awarded contracts, including the contractor’s record of conforming to specifications and standards of good workmanship, record of retaining and forecasting costs on cost-reimbursable contracts, adherence to contract schedules, history of reasonable and cooperative behavior, commitment to customer satisfaction, and concern for the interest of the customer ([FAR 42.15](#)). FAR 42.1502 require agencies to collect this information on all contracts over \$100,000 and to make data

available for use in evaluating offerors on negotiated procurements. Contractor performance for BLM contract acquisitions above \$100,000 may be documented on [BLM Form 1510-57 Contract Diary](#) or BLM Form 1510-60A. A contract performance evaluation for a third-party (applicant-funded) contract is not mandatory; however, it is recommended the COR or COTR use these forms to document performance and maintain records for these types of contracts for future selection purposes.

Preparation Plan: Effective project management principles include the development and use of a preparation plan. The preparation plan outlines how the project will be managed and includes key information such as the schedule, proposed or approved budget, agency and contractor roles and responsibilities, identification of issues, potential alternatives for analysis, data adequacy standards, and general approach to conducting the NEPA process and public participation. Before starting work on an EIS, the BLM and/or contractor should develop a preparation plan or its equivalent. For BLM-solicited contracts, the BLM develops an initial preparation plan prior to solicitation of the contract. The information for the preparation plan will aid the agency in developing the SOW that will be used for the project. Once the contract is awarded, a final preparation plan is typically submitted by the selected contractor within 30 days of award, based upon negotiations between the agency and contractor. For third-party contracts, the preparation plan is typically the first contract task deliverable and is approved by the agency as the template on how the project will be managed and the NEPA process will be conducted.

ePlanning: In order to streamline the preparation and organization of land use planning and NEPA documents, the BLM has developed the web-based ePlanning program. This is an XML-based system that uses Citrix® servers for common access to the software and system. The BLM, as an agency, is currently moving towards full deployment of ePlanning for NEPA. Deployment has started in Nevada and is anticipated to be fully deployed in all districts by the beginning of FY2011. In light of this, there is the potential that an EIS or EA analysis may be developed and managed through the ePlanning system as the system becomes deployed and implemented. The following language should be accounted for in future SOWs where ePlanning is being considered or used.

“All contractors will use the ePlanning system on the internal BLM network through the agency VPN (Virtual Private Network), which requires the use of BLM-owned computers (to be coordinated by State Office Information Technology [IT] and Planning Staff). Each Contractor using the system must complete specific security and training requirements prior to gaining access to ePlanning, BLM-owned computers, and the BLM network. This information is based on Washington Office [IM 2006-154](#), Requesting Background Investigations for Bureau of Land Management Employees and Contractors”.

Because of the security and publishing requirements, the PR should explicitly note that Homeland Security Presidential Directive 12 ([HSPD-12](#)) and Section 508² compliance

² Section 508 of the Americans with Disabilities Act of 1973, as amended, 29 U.S.C. 794 (d) requires that agencies must give disabled employees and members of the public access to information that is comparable to the access available to others.

requirements (see [WO IM 2009-083](#)) need to be incorporated as part of the solicitation and contract.

In addition, a 'parachute clause' has been developed to allow the BLM to direct a contractor to stop using ePlanning if some unforeseen problem comes up. This is the clause:

“All work on this project, including the administrative record, will be completed using the BLM ePlanning system, to the extent consistent with the functionality of the system. In the event that ePlanning cannot be used, due to system problems, or some unforeseeable issue, the BLM will notify the contractor and provide copies of all documents from ePlanning to the contractor in MS Word or Adobe PDF format, as applicable, to allow progress to continue on schedule”.

BLM Functions (What is not contracted):

Printing and Distribution: Title 44, U.S. Code (501) mandates all printing and binding must be accomplished through the GPO unless a waiver is obtained from the Joint Committee on Printing (JCP). Regardless of the method of contract (BLM or Third-Party), the BLM is responsible for printing the NEPA document through the Government Printing Office (GPO) ([FAR 8.802](#)). The BLM is also responsible to ensure appropriate distribution of the document to required repositories and the public. This is not a contractor or applicant function and may not be delegated in the contract SOW.

All published NEPA documents should conform to current BLM publication standards and templates, e.g. Cover Sheet, appropriate BLM National System of Public Lands logo, etc. (See [WO IM 2005-156](#) for further information). Publication standards can be found in H-1553-1. Copies of this handbook should be available in every District. A publication index number must be obtained from the BLM state printing coordinator for the document and must be printed on the inside front cover of each copy of the document. For EISs, an Environmental Statement (ES) Number for the Draft (DES) or Final (FES) document must be obtained from the DOI Office of Environmental Policy and Compliance (OEPC). This number is a reference and tracking number used by DOI and the Environmental Protection Agency (EPA). The DES or FES number should be printed on the cover, spine, and title page of the EIS. See Attachment 1 for procedures on obtaining the OEPC ES number.

Arrangements for printing should be made early in the project and coordinated through the National Operations Center (NOC), Division of Business Services, [National Operations Center Printing Team](#). The NOC has access to pre-qualified contractors to ensure the BLM printing quality standards are met. Allow up to six weeks for printing large documents with color and maps. The selected GPO contractor may also provide distribution services as specified in the work order or BLM can independently distribute the document once it is printed. Printing and distribution should be closely coordinated with publication of the EPA and agency federal register notice of availability.

NEPA Decision Documents: The BLM is responsible for preparing the NEPA decision document (Record of Decision, Decision Record, Finding of No Significant Impact).

Federal Register Notices: The BLM is responsible for preparation, review, and approval of all Federal Register Notices (FRNs) and related briefing materials for a NEPA project.

Response to Comments/Protests: The BLM is responsible for responding to comments received on the NEPA documents published for public and agency comment, and any comments received on the final NEPA document. The BLM also responds to any protests received for a planning project. If included in the SOW, the contractor may be tasked to organize the comments and prepare draft comment or protest responses for subsequent review and approval by the BLM.

Timeframe: Effective immediately.

Budget Impact: None.

Manual/Handbook Sections Affected: Clarifies H-1790-1 Section 13.5.

Coordination: This IM has been coordinated with the Division of Natural Resources, Lands and Planning, Division of Support Services and Nevada District Offices.

Contact: If there are any questions regarding this guidance, contact Brian C. Amme, NSO Planning and Environmental Coordinator at (775) 861-6645, or via email at Brian_Amme@blm.gov.

Signed By:
Ron Wenker
State Director

Authenticated By:
Ellyn Darrah
Administrative Assistant

Attachments

1 - Procedures for Initiating, Filing, and Publishing an EIS (2 pages).