

Memorandum

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

G 12/17/87

IN REPLY REFER TO:
4700
(NV-023.4)

TO : Files and Blue Wing WH&B Removal Contract **Date:** December 17, 1987
FROM : Dick Wheeler, WH&B Specialist
SUBJECT: Agenda Items for the Critique of the Blue Wing WH&B Removal Contract

Preliminary Data:

1. Contract took 51 days to complete:

Atkins & White	=	18	days
Cattoor & Hicks	=	33	days
		<u>51</u>	days

2. A total of 1,528 animals were gathered, 1,464 horses and 63 burros.

Atkins & White	=	50	WH
Cattoor & Hicks	=	1,478	WH&B
		<u>1,528</u>	WH&B

3. Eleven trap sites were used.

4. Eleven animals died as a result of removal operations:

Self-inflicted deaths inside the trap	=	3
Destroyed due to deformities	=	5
Died during transportation	=	1
Died at PVC	=	<u>2</u>
		11

$11 \div 1,528 = \text{less than 1 percent.}$

5. Animals were completely removed from four HAs -- the Selenite, Trinity, Truckee, and Antelope Range HAs.

6. The BLM helicopter recorded 97 hours of flying time. The contract helicopters flew 210 hours.

$97 \text{ hours} \div 51 \text{ days} = 1.9 \text{ hours of flying time/day for the BLM helicopter.}$

I. Contract Procurement Procedures

A. Must find better ways to screen and eliminate unqualified bidders. Establish a strict criteria that will eliminate all but those able to perform.

- B. Need to explore alternate methods for contract procurement.
 - 1. Negotiated contracts (Direct).
 - 2. Requirement contracts.
 - 3. Negotiate from a pool of qualified contractors.
- C. Simplifying default procedures.
 - 1. Present system is inadequate.
 - 2. Cannot protect animals from splitting bands and running from home range when issuing several cure notices.

II. Contract Administration

- A. Terms and conditions of the contract.
 - 1. Need to be very explicit when talking to the contractor.
 - 2. Administer contracts in strict adherence to the specified terms and conditions.

At 11:00 a.m. place a conference call to Fred Wyatt.

III. Communications

- A. With the public.
- B. With PVC.

IV. Recommended Changes in Contract Specifications

A. Section B - General Information

- 1. If applicable, add the following:

During the past several months (motorized vehicles and aircraft) have been observed in some of the roundup areas and therefore the animals may be accustomed to disturbance and possibly more difficult to round up.

B. Section D - Motorized Equipment

- 1. It should be mandatory that all motorized equipment used in the transportation of horses be inspected by the Nevada Highway Patrol.

C. Section E - Trapping and Care

- 1. A diagram should be made part of the contract that shows the design and dimensions of a normal trap.
- 2. Loading runways should be a minimum of 30 feet instead of 20 feet.

3. The panels for the runway and crowding pens should be covered to a height of six feet, and a maximum of one foot above ground level.

4. For safety purposes, and the humane treatment of animals, the trap should have walk-through locking gates and in certain locations, full length (10'-12') locking gates. These gates should be required in all sorting pens and loading chutes. Should specify that all gates be hung and swingable, and the dragging of panels for gates be disallowed.

5. The number of alternate pens should be recorded in the contract.

D. Section G - Contractor Furnished Property

1. A minimum of 1,800 feet of panels should be required.

2. Should consider the use of jute matting, or burlap or like material to be used on all wings.

December, 1987

To: 4700 files and Blue Wing WH & B Removal Contract

From: Dick Wheeler, WH & B Specialist

Subject: Critique of the Blue Wing WH & B Removal Contract

(see attached memorandum)
On December 17, a critique of the Blue Wing WH & B Removal Contract was held at the Winnemucca District Office. Attendees were:

- Bob Heary - Winnemucca DO
- Scott Billing - " "
- Gerald Brankhoff - " "
- Doc Manson - " "
- Frank Shields - " "
- Tom Seley - " "
- Dick Wheeler - " "
- Milt Frei - Nevada SO
- Les Sweeney - Nevada SO

Frank started the meeting ^{at 10:00 a.m.} with introductions, and explained that the critique was to be a discussion of the strengths and weaknesses of every aspect of the removal - the intent being to find ways to improve future removals.

I then explained the preliminary data on the agenda,

and ~~the~~ at that point, asked if there were any questions. Les asked about the condition of the animals transported to PVC. I replied that generally, the stallions were in relatively good condition, while ~~the~~ a lot of the mares and foals were not. Specifically, I told the group that the horses gathered from the Seven Troughs HMA were in poorer condition than those gathered from the Lava Beds HMA. During the course of the removal, we also shipped horses in poor condition from the Antelope, Trinity and Touchee HMA's. I told the group that forage for wild horses was very scarce throughout the removal area, and if the removal hadn't been completed as scheduled, in all likelihood ~~the~~ a natural die off would have occurred this winter.

The contract provided for the removal of 1,800 excess animals, but only 1,528 were removed. Les asked why only 1,528 animals were removed. I explained that while removal operations were occurring in the Lava Beds and Seven Troughs HMA's, I became concerned about leaving enough ~~the~~ numbers of wild horses and burros (5096/1046) in these two HMA's to meet AML's. I told the group that I had observed many tanks driven out of these HMA's as a result of unsuccessful attempts to gather animals by ~~the~~ Mike White. I also told the group that there is known movement of animals between the Lava Beds, Seven Troughs and

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375 40

~~375 40~~

Kamma Mtns. HMA's, and between ~~the~~ the Antelope Range HA and the Seven Troughs HMA. A discussion then followed ~~about~~ concerning the fact that the wild horses are exceptionally wild in the Lava Beds, Seven Troughs, Antelope, Kamma Mtns. and Nightingale ~~HMA~~ management areas. It was brought to the group's attention that some of the reasons for the wildness of the animals can be attributed to a recent (1985) removal in these areas; a yearly congregation of motorcyclists in the Seven Troughs/Nightingale areas; minimal exploration by ~~the~~ aircraft; hunters; and suspected harassment by a fixed winged aircraft. This part of the ~~an~~ critique ended with my statement that I believed ~~so~~ the pre-census (July-1987) data to be correct, but because of the above reasons, I told the contractor to move out of the Lava Beds - Seven Troughs HMA, and to start removal operations in the 100 percent removal areas. The district needs to conduct a post-census inventory to obtain specific population data such as location and numbers of animals.

I. Contract Procurement Procedures (Refer to attached agenda format)

A. It was the consensus of the group that if possible, better means to screen and eliminate unqualified bidders should be explored.

The group recognized that it might not be possible to change established procedures. I think we all agreed that if changes are to be made, the impetus should begin at the state level in coordination with DSC.

B. There was some discussion about the possibility of obtaining services other than ~~transit~~ by ~~the Contract~~ ~~procurement procedure~~ the present method. It would seem that services obtained through either a Requirement or Negotiated type of contract would be more beneficial at the field level than the present method.

The group all agreed that it might be beneficial to discuss alternate methods with contracting personnel at the SO and DSC level.

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C. The bad thing about the present administrative procedure is that bad things are allowed to continue before corrected actions can be implemented.

My notes are sketchy about this item, but it seems that the group thought this problem should be discussed at the SO and DSC level.

II. Contract Administration

A. Terms and conditions of the contract.

1. I briefly discussed some of the problems we had with Mike White and his foreman.

Once removal operations began, there was a real problem with both White and his foreman (Ray Bunker) to perform the work in accordance with the contract specifications. When told to do something, or correct a deficiency, many times their reply would be -- "Oh, I didn't know that was in the contract." Then either I or the PI would have to take the time and discuss the specifications with one or both of them. I had read most of the specifications to them at the pre-work conference, and asked if they understood the specifications. Both

~~to~~ replied they understood the specifications, and had no questions concerning what ~~was~~ was required. Fortunately I had documented what had ~~to~~ been discussed during the pre-work conference.

This experience taught me that some of the contract specifications ~~or~~ should be repeated more than once, and the advisability of solid documentation.

2. I discussed with the group the problems we encountered prior to issuance of the Notice-to-Proceed, and problems we faced after the notice was issued.

To begin with, before I issued the Notice-to-Proceed, I had the contractor's trucks inspected by the Nevada Highway Patrol. The truck he was going to use to transport the animals to PVC didn't pass inspection. This caused a delay of about four days ~~before~~ before the truck could meet State of Nevada requirements.

While the truck was being repaired, the contractor selected a trap location, and BLM personnel cleared the site for Cultural Resources. The contractor then constructed the portable corral, and informed me the truck had been

repaired and he was ready to start the following morning. When I and other BLM personnel arrived at the trap site the next morning, we again checked his equipment. We observed that there were no watching troughs or hay available, and the construction of the temporary corral was inadequate (no alternate holding pen and sharp corners on main holding pen). I then told the contractor that I could still not issue the Notice-to-Proceed until those deficiencies were corrected. After ~~some~~ a ~~two~~ delay of two days, the deficiencies were corrected, and I issued the Notice-to-Proceed. After the notice was issued, but before actual removal operations started, we counted the panels, and the contractor was 136 feet short of meeting the minimum contract specifications of 1,000 feet. The contractor and I discussed this deficiency, and he requested that he be allowed to start, with the understanding that it would be a "trial run" to determine if animals could be captured at that location. I agreed, with the understanding that he go back to Utah and bring back ~~a~~ enough panels to equal a total of 1,000 feet. Both helicopters then started flying, but the contractor was unable to get any wild horses inside the trap that day. Towards the end of that same day, I told the contractor to cease attempting removal operations, and that we had to discuss ways to improve the situation. After some discussion,

the contractor agreed to cease removal operations, until ~~the~~ time and go back to Utah and get more panels and a different helicopter pilot.

In retrospect, and especially in view of all the problems that followed, I should never have let the contractor start ~~with~~ with less than the 1,000 feet of panels required by the contract.

at about this point (11:00 a.m.) in the critique, we placed a conference call to Fred Wyatt at PVC. Frank told Fred who was present, what the purpose of the call was for, and then asked Fred how the contract was administered from his (Fred's) viewpoint. Fred replied that--

1. In 2½ years it was one of the most successful removals due to the small numbers of horses that were bruised/nicked.
2. PVC had good lead time when horses would be arriving—particularly on the week-ends.
3. Horses were sorted as should be when they arrived at PVC.
4. Animals arrived at PVC in good condition, i.e., on their feet—no injuries, etc.

5. ^{None} ~~Some~~ of the horses had "dings" on their heads.
6. Communications were excellent - everyone letting each other know what was going on.

III. Communications

A. With the public.

Because of the high media attention our removals seem to attract, I think our communications net with the public is very efficient and smooth, and it relieves the workload from the COR/IPI. For those unfamiliar with the scheme, it goes like this: the Area Manager (or Designate) is the liaison between the SO and all interested publics. About one week prior to the start date, the DO contacts the SO Public Affairs (generally Maxime Shave) to establish a two-way communications net for the purpose of relaying information, and to provide logistics for those individuals/organizations who want to view the removal operations. As COR, I will initially talk to people who ~~want~~ want to view the removal operations, but after the first contact, I give their name, ~~and~~ organization and telephone number to the DO liaison person. This person then will respond to all inquiries, provide resource data, arrange for trips to the trap site, and

be available for media interviews. This system allows the COR/PT to devote full attention to administration of the contract. Prior to and during removal operations, other ~~DO~~ DO personnel will be contacted by interested publics, but they will always be referred to the DO ~~contact~~ or SO contacts. This system promotes a good three-way communication net between the SO, DO and the public.

B. With PVC

Another positive aspect that occurred throughout the removal was the excellent communications with and from Fred Wyatt and other PVC personnel. Except for non-working days, we were in daily contact with PVC! Fred would let us know daily the condition of the ~~the~~ animals arriving at PVC, any problems/conditions that required our attention at the trap site, any scheduling problems, etc. Another thing we appreciated at the trap site was the ability to ship on Sundays. Fred would always accommodate my requests to ship on Sundays. If we did want to ship on Sundays, I would try to ~~let~~ let Fred know at least two days in advance, ~~and we wanted to ship on~~ ~~had a schedule~~

Fred stated that he could always reach either the COR or the Area Manager when he needed to, and both

individuals knew what we were going on

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C. Internal

The District procedures which included directions for the COB and/or PIS to contact the Area Manager or the District Chief of Resources every night ~~of~~ paid off transomely for everyone concerned.

All present at the critique agreed that the strong presence of Management throughout the Contract helped ~~to~~ immeasurably in the successful performance of the contract. The Area Manager was fully involved in day-to-day operations, the District Manager provided overall direction and support, and the State Director's discussions with the Contracting officer helped to convey Nevada's prime concern for the welfare of the ~~to~~ animals.

The installation of the Starr Peak radio repeater was the best device to improve radio communications I have witnessed in this district - especially for the removal area. Radio communication in the past ~~and~~ in the same area was very limited at times. To make contact with the DO, oftentimes a person had to drive to the highest peak, drive to a telephone, or obtain sufficient altitude in a helicopter before making contact. The Starr Peak repeater allowed us instant ^{and clear} communication with the DO, the DO to ground personnel ~~and~~ from helicopter to helicopter, and from helicopter to DO and to ground personnel.

PC Internal (See previous page)

IV. Recommended Changes in Contract Specifications

I discussed ~~the attached copy of the~~ those items (see attached agenda format) that I think ^{need to} be changed or modified in future contracts.

As I recall, it seems the group thought all of the changes/modifications could be incorporated into future contracts. There was some discussion about which forum - State Directors mgt. team meeting or Program Review Meeting - should be used to discuss the changes. Milt and I both thought they should be agenda items during at a Program Review Meeting.

after the discussion about the proposed changes in contract specifications, I told the group that I was through with my presentation. I then asked if anyone had any questions or comments!

Doc Munson asked if somehow it could be made mandatory that all bidders attend the pre-bid tour. Les responded that he didn't know, and we should check with contracting personnel. I think the intent of Doc's question is good, as I'm sure Mike White ~~and~~ would not have submitted a bid had he been required to attend the pre-bid tour.

Les asked if all the P.I.'s had received training in contract administration. The answer was no, but it was pointed out that some ^{P.I.'s} are scheduled for ~~training~~ training in contract administration in FY '88. This type of training will also be a high priority item for FY '89.

There was some discussion concerning an article that appeared in the Reno Gazette. This article was written by a Gazette reporter ~~who had visited~~ and was a factual account of events he had observed during ~~a~~ a one day visit to the trap site. The article mentioned a horse that had been roped, ~~and~~ and then winched

into a horse trailer for transportation to the temporary holding facility. Lee asked if this was a true account. I replied yes, that occasionally horses are winched into the horse trailers. I explained (or tried to) that this is not an inhumane method, but unless a person actually sees how it is done, it would be easy to assume the method is inhumane.

In summary, to improve administration of future contracts, the Bureau and the district ~~offices~~ should consider:

1. Obtain the services of a contractor who is qualified to remove excess animals in accordance with the contract specifications.
2. Exploring different ways to procure services.
3. Placing more emphasis on training ~~that~~ that would benefit the individual (and therefore the Bureau) ~~to~~ in accomplishing assigned tasks.
4. Administer ~~to~~ removal contracts in strict compliance with the contract specifications.
5. Continuing the use of the observer helicopter. ^{following} ^{and practices}
6. Insisting on district SOPA such as following trucks to PVC; good documentation; everyone ~~has~~ ~~to~~ knowing and acknowledging the role and responsibilities of the CO, COR, and

PT: keeping the "team approach" to problem solving intact; designating a district person (preferably the Area Manager) as for liaison duties; and keeping the lines of communication open between the DO, DSC, SO and PVC.

7. Changing ~~or~~ or modifying some of the contract specifications.