

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **18171**

Agency Name:	DHHS - PUBLIC AND BEHAVIORAL HEALTH	Legal Entity Name:	Daniel B. Stephens & Associates, Inc.
Agency Code:	406	Contractor Name:	Daniel B. Stephens & Associates, Inc.
Appropriation Unit:	3152-12	Address:	6020 Academy Road NE, Ste 100
Is budget authority available?:	Yes	City/State/Zip:	Albuquerque, NM 87109
If "No" please explain:	Not Applicable	Contact/Phone:	James Kelsey 505-822-9400
		Vendor No.:	In process
		NV Business ID:	NV20101755686

To what State Fiscal Year(s) will the contract be charged? **2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: RFP#3271/C 15805

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/08/2016**

Anticipated BOE meeting date 11/2016

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **05/31/2017**

Contract term: **203 days**

4. Type of contract: **Contract**

Contract description: **Site Assessment**

5. Purpose of contract:

This is a new contract to provide site analysis, regulatory requirements and geophysical considerations for the Beatty Low Level Radioactive Waste site.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$89,304.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency needs a vendor to assess the Beatty LLRW site.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have the resources or expertise to provide these services.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Daniel B. Stephens & Associates, Inc.
Gilbane Federal
Geosyntech Consultants
CEC

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Pursuant to RFP 3271 and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 07/28/2016 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	chadwic1	09/30/2016 14:20:39 PM
Division Approval	chadwic1	09/30/2016 14:20:41 PM
Department Approval	ecreceli	09/30/2016 16:59:33 PM
Contract Manager Approval	rmorse	10/03/2016 13:07:45 PM
Budget Analyst Approval	laaron	10/05/2016 09:53:20 AM
BOE Agenda Approval	nhovden	10/06/2016 18:01:15 PM
BOE Final Approval	kcowge1	11/08/2016 16:46:24 PM

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through Its

**Department of Health and Human Services
Division of Public and Behavioral Health**

4150 Technology Way, Suite 104
Carson City, NV 89706
Contact: Rick Morse, MA II
Phone: (775) 684-5932 Fax: (775) 684-4002
Email: rmorse@health.nv.gov

and

Daniel B. Stephens & Associates, Inc.

6020 Academy Road NE, Suite 100
Albuquerque, NV 87109
Contact: James A. Kelsey, P.G., President
Phone: (505) 822-9400 Fax: (505) 822-8877
Email: jkelsey@dbstephens.com

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Independent Contractor" – means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - C. "Fiscal Year" – is defined as the period beginning July 1st and ending June 30th of the following year.
 - D. "Current State Employee" – means a person who is an employee of an agency of the State.
 - E. "Former State Employee" – means a person who was an employee of any agency of the State at any time within the preceding 24 months.
3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval (anticipated to be November 8, 2016).

Effective from:	Upon BOE approval anticipated to be November 8, 2016	To:	May31, 2017
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4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, posted prepaid on the date posted, and addressed to the other party at the address specified above.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	STATE SOLICITATION OR RFP #:3271 and AMENDMENT(S) # 1 and 2
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	CONTRACTOR'S RESPONSE

A Contractor's attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

Upon review and acceptance by the State, payments made within 45 days of receipt with a total contract amount not to exceed \$89,304.00.

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. **INSPECTION & AUDIT.**

- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.

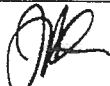
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the state Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason for the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any State, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Termination upon declared default or breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;

- 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that the Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the Contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION.** To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.
15. **INDEPENDENT CONTRACTOR.** Contractor is associated with the state only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the state whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the state; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work, relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

QUESTION		CONTRACTOR'S INITIALS	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?		

QUESTION		CONTRACTOR'S INITIALS	
		YES	NO
2.	Will the Contracting Agency be providing training to the independent contractor?		
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?		
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?		
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?		
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?		
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?		

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the state, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior to approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

- A. Insurance Coverage. The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the State of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

- B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16 B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any State, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.
18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Once payment in full is received for any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark, or copyright protection.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract:
 - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt 67, Section 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- A. Any federal, State, county or local agency, legislature, commission, council or board;
 - B. Any federal, State, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, State, county or local agency; legislature, commission, council or board.
26. **WARRANTIES.**
- A. General Warranty. Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry, shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
 - B. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER STATE EMPLOYEES.** Contractor has disclosed to the State all persons that the Contractor will utilize to perform services under this Contract who are Current State Employees or Former State Employees. Contractor will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this Contract without first notifying the Contracting Agency of the identity of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's obligations under this Contract to irrevocably assign to the State, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

[Signature]
Independent Contractor's Signature

9/29/16
Date

President
Independent Contractor's Title

Christie Baduik
for Cody L. Phinney, MPH
Date

9/30/16
Date

Administrator,
Division of Public and Behavioral Health
Title

Ellen Macceha
for Richard Whitley, MS
Date

9/30/16
Date

Director,
Department of Health and Human Services
Title

[Signature]
Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: Nov 8 2016
Date

Approved as to form by:

[Signature]
Deputy Attorney General for Attorney General

On: 30 Sep 16
Date



SUBJECT: Amendment 2 to Request for Proposal 3271
RFP TITLE: Assessment & Work Plan for the Beatty LLRW Site
DATE OF AMENDMENT: August 31, 2016
DATE OF RFP RELEASE: July 28, 2016
OPENING DATE: ~~August 31, 2016~~ **NEW OPENING DATE: September 15, 2016**
OPENING TIME: 2:00 PM
CONTACT: Ronda Miller, Procurement Staff Member

The following shall be a part of RFP **3271**. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

1. Section 1.3.1: This section states that the services will be performed on a Task Order basis and that the level of effort and cost estimate for each Task Order will be approved with DHHS based upon the tasks and deliverable descriptions. Please elaborate on the use of Task Orders with this contract. The term Task Order is not defined nor is it discussed in the Award Process, however, it is in Section 3.1.8 as part of the Monthly Progress Reports.

Task Orders for this contract would include the work plan contents in 3.1.3; to include any investigatory work of record review and the physical site analysis and characterization.

The term "task order" means a contract for services that does not procure or specify a firm quantity of services (other than a minimum or maximum quantity) and that provides for the issuance of orders for the performance of tasks during the period of the contract. Supplementary contractual and obligating document that usually includes task description, and is used in task type contracts. Task order also means an order for services placed against an established contract or with Government sources.

2. Section 3.1.1: Is the Health and Safety Plan only to address field work that may be conducted as part a field investigation, or is it to also address actual cap construction that will be performed during Phase 2 of this project?

The Health and Safety Plan will address the activities conducted as part of any field investigation for this RFP. The Next RFP will require a Health and Safety Plan for construction activities. The submitted workplan may include a section that details a Health and Safety Plan which will be required as part of the construction activities for the alternative selected.

3. Section 3.1.1: Is the cost of the Health and Safety Plan to be included on Attachment H separately or as part of the Overall Work Plan? It is not currently listed on Attachment H.

This was a clerical error and has been corrected. See the new Appendix H, attached to this amendment.



Attachment H - Cost
schedule for amendm

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

4. Section 3.1.4.2: If we determine there is a need to construct test plots to evaluate differential settlement, should our proposal cost estimate include costs for an earthwork contractor to construct the plots and equipment/surveying etc. to monitor the plots?

Yes, and note that the onsite operator of the hazardous waste facility is available to provide services for the heavy equipment and operators, to reduce mobilization/demobilization costs.

5. Section 3.1.4.4: What is the work product being requested, is it to simply provide a narrative in the Work Plan that describes how/when to perform these surveys in the future, or are we to propose actual surveying services with costs?

The workplan shall identify the need for surface imaging, select optional techniques (LiDAR, traditional survey or other techniques) and suggest frequencies based upon the selected option(s). There are recent (initial) surveys available through USEN. The site is currently having materials added for regrading purposes (Health, Safety & Security) and a post survey will be performed when work is completed. Yes, you are to propose which survey(s) techniques would be beneficial, if any, to the construction of a new cover design in the workplan and include suggested frequencies and estimated costs for each recommendation.

6. Section 3.1.10: Does the 30 days due date from contract Award for the Work Plan to characterize the LLRW include time for input and direction from DHHS and the TAG (as mentioned in 3.1.3) or will DHHS and the TAG review the Work Plan after the 30 day period? Do DHHS and the TAG provide input on all Work Plans or only the Work Plan to characterize the LLRW?

The DHHS and TAG will review the workplan after the 30 day period for submittal. The DHHS and TAG will provide input on all workplan(s).

7. Section 3.1.10: Is the 30 days due date from contract Award or Task Order approval by DHHS or are they one in the same?

The due date is 30 days from contract award; as they are one in the same.

8. Section 3.2.1.5: Are these technical meetings different from the meetings described in Section 3.2.1.1? If so, how many technical meetings are anticipated?

The technical meetings pertaining to the site are different than the monthly vendor performance review meetings. These meetings would be to address DHHS, TAG and/or

stakeholder concerns. There are not any projected at this time, and they may be handled by video-tele conference (VTC).

9. Section 3.2.1.7: How many tours/meetings are anticipated?

The meetings mentioned in 3.2.1.1 & 3.2.1.5 are not anticipated at this time, and may be attended via VTC. There is anticipation of two (in person) meetings to present to the Nye County "Town Hall" groups in the towns of Beatty and Armargosa Valley; back to back in the same day. This would include airfare into Las Vegas, drive to both communities and departure from Las Vegas.

10. Section 3.2.1.8: What services are we to provide for the Community Involvement Program?

Community involvement is to include, but not limited to: media releases, town hall presentation of alternatives, and possible VTC with the TAG to leadership of Nye County.

11. Section 4.2.1.4: Are subcontractors required to provide responses to all of Section 4.1 (i.e. 4.1.1 through 4.1.11), or just the company profile information in 4.1.1?

The subcontractors shall provide the responses to 4.1.1-4.1.11, the same as the contractor.

12. Regarding 9.2 Part 1A – Technical Proposal, Item 9.2.3.8 Tab VIII – Attachment G – Proposed Staff Resume, Relevant Experience: "Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project."

Does "company name" and "company location" refer to the employee's company name and office location, or the company name of the client and project location?

This refers to the employee's company name and location. In the last part of that description is "details of contract/project" which can be used to detail the job location.

ALL ELSE REMAINS THE SAME FOR RFP 3271.

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: _____

Authorized Signature: _____

Title: _____ Date: _____

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal.



SUBJECT: Amendment 1 to Request for Proposal 3271
RFP TITLE: Assessment & Work Plan for the Beatty LLRW Site
DATE OF AMENDMENT: August 16, 2016
DATE OF RFP RELEASE: July 28, 2016
OPENING DATE: ~~August 31, 2016~~ **NEW OPENING DATE: September 15, 2016**
OPENING TIME: 2:00 PM
CONTACT: Ronda Miller, Procurement Staff Member

The following shall be a part of RFP **3271**. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

Revised RFP Timeline

Task	Date/Time
Date for on site visit at Beatty LLRW facility (not required, but will allow firms to take pictures and measurements)	10 am — 3 pm on 08/11/2016
Deadline for submitting questions	8/17/16 8/24/16 @ 5:00 PM
Answers posted to website	On or about 8/24/16 8/31/16
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 8/30/16 9/14/16
Deadline for submission and opening of proposals	No later than 2:00 PM on 8/31/16 9/15/16
Evaluation period (approximate time frame)	9/1 ~ 9/16/16 9/16 ~ 9/28
Selection of vendor	On or about 9/16/16 9/28/16
Anticipated BOE approval	11/8/16
Contract start date (contingent upon BOE approval)	Upon BOE approval

ALL ELSE REMAINS THE SAME FOR RFP 3271.

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: _____

Authorized Signature: _____

Title: _____ Date: _____

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal.

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

State of Nevada

Purchasing Division

Request for Proposal: 3271

For

ASSESSMENT AND WORK PLAN FOR THE BEATTY LOW LEVEL RADIOACTIVE WASTE (LLRW) SITE

Release Date: July 28, 2016

Deadline for Submission and Opening Date and Time: August 31, 2016 @ 2:00 PM

Refer to Section 8, RFP Timeline for the complete RFP schedule

For additional information, please contact:

Ronda Miller, Purchasing Officer II

State of Nevada, Purchasing Division

515 E. Musser Street, Suite 300

Carson City, NV 89701

Phone: 775-684-0182

Email address: rlmiller@admin.nv.gov

(TTY for Deaf and Hard of Hearing: 1-800-326-6868

Ask the relay agent to dial: 1-775-684-01082/V.)

Refer to Section 9 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP 3271

Vendor Must:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Tab III of the Technical Proposal.

V1	Company Name	
----	--------------	--

V2	Street Address	
----	----------------	--

V3	City, State, ZIP	
----	------------------	--

V4	Telephone Number	
	Area Code:	Number:

V5	Facsimile Number	
	Area Code:	Number:

V6	Toll Free Number	
	Area Code:	Number:

V7	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>	
	Name:	
	Title:	
	Address:	
	Email Address:	

V8	Telephone Number for Contact Person	
	Area Code:	Number:

V9	Facsimile Number for Contact Person	
	Area Code:	Number:

V10	<i>Name of Individual Authorized to Bind the Organization</i>	
	Name:	Title:

V11	<i>Signature (Individual must be legally authorized to bind the vendor per NRS 333.337)</i>	
	Signature:	Date:

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A Request for Proposal (RFP) process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors' technical exceptions and/or assumptions should be clearly stated in *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*. Vendors' cost exceptions and/or assumptions should be clearly stated in *Attachment I, Cost Proposal Certification of Compliance with Terms and Conditions of RFP*. Exceptions and/or assumptions will be considered during the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS 333.350(1).

Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to, NRS 281A and the Governor's Proclamation, which can be found on the Purchasing Division's website (<http://purchasing.nv.gov>).

1. PROJECT OVERVIEW

The State of Nevada Purchasing Division on behalf of Health and Human Services, Division of Public and Behavioral Health is seeking proposals from qualified vendors to develop a work plan including an Engineering Evaluation/Cost Analysis (EE/CA). The work plan shall be based on the review of historical and current records, site analysis, regulatory requirements and geophysical considerations; and detail several remediation alternatives for the permanent repair of the Beatty Low Level Radioactive Waste (LLRW) site. The alternatives will consider climate, seismic activity, environmental and public health and safety. The vendor will report to the Technical Advisory Group (TAG) established by the DHHS to oversee the project.

The resulting contract will be for a contract term of six (6) months anticipated to begin November 8, 2016, subject to Board of Examiners approval.

1.1 SITE VISIT

Vendors are encouraged to attend the site visit scheduled for August 11, 2016. Vendors to meet at the following location:

US Ecology Nevada, Inc.
11 miles south of Beatty on US Highway 95,
Approximately mile marker 48.5
100 miles Northwest of Las Vegas

During the site visit the State will not answer any questions regarding this RFP. All vendors must submit any and all questions per *Section 7 ~ Questions and Answers* of this RFP. Vendors are responsible for all expenses associated with the site visit.

1.2 GOALS AND OBJECTIVES

The goal is for the design professional/contractor to provide a written engineering evaluation/cost analysis (EE/CA), perform any necessary field investigation and develop a recommended final cover for the Beatty Low Level Radioactive Waste (LLRW) Site. The Site is approximately 11 miles south of the unincorporated township of Beatty, Nevada.

NW ¼ NE ¼; NE ¼ NW ¼ OF Section 35
Township 13 South, Range 47 East
Mount Diablo Baseline and Meridian

The total area addressed in the Beatty LLRW Site is approximately 28 acres. The existing soil cover has a relatively flat profile and has experience unacceptable levels of surface water infiltration, as a result of internal subsidence and subsequent loss of positive drainage.

1.3 PURPOSE

The State of Nevada seeks to identify a long-term solution that will safeguard the performance of final cover against the anticipated effects of remaining waste consolidation. The selected design professionals will be requested to develop recommendations for an improved cover system. The State intends to implement short-term protective measures this year to improve drainage characteristics, by placing a variable thickness of additional soils over the LLRW. The engineering evaluation will focus primarily on the feasibility of improving the final soil cover to a level of acceptable performance. Alternatively, a cover system with synthetic liner components may be considered, based upon a comparison of performance and the estimated installation costs. This deliverable is commonly referred to as an engineering evaluation/cost analysis (EE/CA) within *Section 3 ~ Scope of Work*.

- 1.3.1 The services will be performed on a Task Order (TO) basis at the discretion of the Department of Health and Human Services (DHHS). The level of effort and cost estimate for each TO will be approved with DHHS based upon the tasks and deliverable descriptions below.
- 1.3.2 The following documents are incorporated by reference and shall be utilized by the vendor. Exceptions will be considered by the DHHS upon written request from the vendor. Project frame-work documents are as follows:
 - 1.3.2.1 Applicable sections of guidance for performing Engineering Evaluation/Cost Analysis can be found on the EPA Website. <https://www.epa.gov/enforcement/guidance-conducting-non-time-critical-superfund-removal-actions>
 - 1.3.2.2 U.S. Nuclear Regulatory Commission (NRC) 10 CFR 61; Licensing Requirements for Land Disposal of Radioactive Waste; <http://www.nrc.gov/reading-rm/doc-collections/cfr/part061/>

1.4 HISTORY OF THE SITE

The Site property is located on a 28 acre portion of a 480 acre property owned by the State of Nevada. The Site is located adjacent to a 40+ acre active commercial hazardous waste disposal facility operated by US Ecology of Nevada (USEN). Nuclear Engineering Company performed disposal operations of mixed waste and LLRW at the Site between 1962 and 1992. The Site operated under Radioactive Materials Licenses from the Atomic Energy Commission (AEC) and the U.S. Nuclear Regulatory Commission under Atomic Energy Act of 1952. In 1972, some of the regulatory oversight and management of the Site were transferred to the Nevada Radiation Control Program (RCP) from the AEC. The Site

was closed on December 31, 1992 in accordance with a Site Stabilization and Closure plan approved by the RCP. The Site is currently managed by the Division of State Lands and licensed by the RCP under the provisions of NRS 459, which includes relevant portions of 10 CFR part 61.

On October 18, 2015, infiltrating rainwater came into contact with metallic sodium waste in Trench 14 of the Site and caused a fire. The fire consisted of a deflagration (combustion that propagates through a gas or across the surface of an explosive at subsonic speeds) and a subsequent release of sodium hydroxide. A description of the incident and initial investigation into the immediate cause of the fire is presented in the December 30, 2015 report prepared by the Nevada Department of Public Safety (DPS). The report can be found at

<http://dps.nv.gov/uploadedFiles/dpsnv.gov/content/media/SFM-BeattyIncidentReport.pdf>

In November 2015, RCP contracted with USEN to begin the interim repairs that included packing ejected material and 11 partial and complete barrels into over pack barrels (larger barrels used to contain damaged smaller barrels). The over pack barrels and contents were then placed back in to the Trench 14 deflagration crater, and the crater was filled with sand and fill dirt. An 80 ml high-density polyethylene (HDPE) liner was placed over the fill as a water barrier, and then additional soil was placed on top of the area to hold the liner in place and to allow for settlement over time. Riprap (a layer of stones, chunks of concrete or similar material) was placed on the adjacent embankment slope to prevent erosion. The Trench 14 area of subsidence was ripped using the rear forks of a grader to disturb the area, and the disturbed soil was manipulated to force filling of the cracks. Then soil was added to the natural level, a HDPE liner was placed as a water barrier and more soil added to mound the area for settlement. A sinkhole at Trench 20 was treated in the same manner as the subsidence at Trench 14. There were also cracks along Trench 21 that were ripped and graded, but no materials were added. Additionally, RCP contracted with USEN to collect materials released during the October 18, 2015 incident by scraping the areas where material was deposited on the soil surface. This material amounted to 275,000 pounds and consisted of soil mixed with sodium hydroxide, and was disposed of in the hazardous waste facility.

In January 2015, RCP contracted with USEN to repair two additional cracks and subsidence locations on Trench 7 and 22 by re-grading the area and adding soil material to the surface where rainwater was pooling.

1.5 CONFLICT OF INTEREST

Vendors submitting proposals shall not have an actual or potential organizational conflict of interest with any of the Site companies or the LLRW site. Proposals that have an organizational conflict, as determined by the DHHS, will not be considered.

2. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

Acronym	Description
<i>Assumption</i>	An idea or belief that something will happen or occur without proof. An

Acronym	Description
	idea or belief taken for granted without proof of occurrence.
<i>Awarded Vendor</i>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<i>BOE</i>	State of Nevada Board of Examiners
<i>CFR</i>	Code of Federal Regulation.
<i>Confidential Information</i>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b).
<i>Contract Approval Date</i>	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.
<i>Contract Award Date</i>	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
<i>Contractor</i>	The company or organization that has an approved contract with the State of Nevada for services identified in this RFP. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.
<i>Cross Reference</i>	A reference from one document/section to another document/section containing related material.
<i>Customer</i>	Department, Division or Agency of the State of Nevada.
<i>DHHS</i>	Department of Health and Human Services.
<i>Division/Agency</i>	The Division/Agency requesting services as identified in this RFP.
<i>DOE</i>	Department of Energy.
<i>EE/CA</i>	Engineering Evaluation/Cost Analysis.
<i>Evaluation Committee</i>	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS 333.335.
<i>Exception</i>	A formal objection taken to any statement/requirement identified within the RFP.

Acronym	Description
<i>Goods</i>	The term “goods” as used in this RFP has the meaning ascribed to it in NRS §104.2105(1) and includes, without limitation, “supplies”, “materials”, “equipment”, and “commodities”, as those terms are used in NRS Chapter 333.
<i>Key Personnel</i>	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
<i>LCB</i>	Legislative Counsel Bureau
<i>LLRW</i>	Low Level Radioactive Waste.
<i>LOI</i>	Letter of Intent - notification of the State’s intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
<i>May</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>NAC</i>	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us .
<i>NCP</i>	National Contingency Plan.
<i>NDEP</i>	Nevada Division of Environmental Protection.
<i>NRC</i>	US Nuclear Regulatory Commission.
<i>NOA</i>	Notice of Award – formal notification of the State’s decision to award a contract, pending Board of Examiners’ approval of said contract, any non-confidential information becomes available upon written request.
<i>NRS</i>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: www.leg.state.nv.us .
<i>Pacific Time (PT)</i>	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
<i>Proprietary Information</i>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).

Acronym	Description
<i>Public Record</i>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
<i>RCP</i>	Radiation Control Program.
<i>Redacted</i>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<i>RFP</i>	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection as defined in NRS 333.020(8).
<i>Shall</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>State</i>	The State of Nevada and any agency identified herein.
<i>Subcontractor</i>	Third party, not directly employed by the contractor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.
<i>TAG</i>	Technical Advisory Group.
<i>Trade Secret</i>	Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
<i>USEN</i>	US Ecology Nevada.
<i>User</i>	Department, Division, Agency or County of the State of Nevada.
<i>Vendor</i>	Organization/individual submitting a proposal in response to this RFP.
<i>Will</i>	Indicates a mandatory requirement. Failure to meet a mandatory

Acronym	Description
	requirement may result in the rejection of a proposal as non-responsive.

2.1 STATE OBSERVED HOLIDAYS

The State observes the holidays noted in the following table. When January 1st, July 4th, November 11th or December 25th falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.

Holiday	Day Observed
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the Fourth Thursday in November
Christmas Day	December 25

3. SCOPE OF WORK

3.1 WORK PLAN

All written deliverables must be in native Microsoft Office (.doc or .docx format) and Adobe Acrobat format as specified by the DHHS. The vendor must provide the following based on the agreed upon Task Order scope, schedule and conforming to the project requirements:

3.1.1 Health and Safety Plan: while DHHS will not review Health and Safety Plans, the vendor will be responsible and should demonstrate its capabilities for assuring the health and safety of its personnel and subcontractors in accordance with applicable laws and regulations while performing work under this contract. Project specific Health and Safety Plans shall be developed in accordance with the requirements specified in the National Contingency Plan (NCP), including but not limited to 40 CFR 300.150.

3.1.2 An overall work plan will include roles and responsibilities, key personnel, and schedule for all work to be completed (Refer to **Section 3.1.10 Work Plan Schedule**), including a proposed Table of Contents for the Engineering Evaluation/Cost Analysis. Key subcontractors shall be named and include a brief description of their role on the project team. Project personnel and subcontractors must act in accordance with State regulations and the contract. The project manager and field team leader must be a Certified Environmental Manager registered with the State of Nevada in accordance with Nevada

Administrative Code (NAC) 459.970 through 495.9729. In addition, Nevada Revised Statutes (NRS) require analyses for soil and groundwater samples at a site to determine the release of a hazardous substance, or investigate and cleanup a release be performed by a laboratory certified in accordance with regulations administered by the NDEP (see NRS 445A.427 and NRS 459.501). For a full description of the laboratory certification program and required certification statements visit http://ndep.nv.gov/bca/cert_lab.htm.

- 3.1.3 Work plan to characterize the LLRW should include but is not limited to an evaluation of the historical records (available records are listed below), the site closure plan, groundwater monitoring reports, inventory of waste, incident reports, boring logs, and engineering reports. This should also include an evaluation and justification of whether any additional field investigation is necessary based on the review of the records and reports. The work plan shall also include input and direction from DHHS and the TAG. The vendor may proceed with the work plan after approval from the DHHS and the TAG. All available past documents and reports will be made available.
- 3.1.3.1 Site Stabilization and Closure Plan for LLRW Management Facility, US Ecology Nevada, Inc., Beatty Nevada;
 - 3.1.3.2 Historic documentation of site management during active operational period;
 - 3.1.3.3 Site repair history: 2002, 2007, 2011 & 2015;
 - 3.1.3.4 10-18-2015 Industrial fire & investigation <http://dps.nv.gov/uploadedFiles/dpsnv.gov/content/media/SFM-BeattyIncidentReport.pdf>;
 - 3.1.3.5 NRC NUREG CR-7028: Engineered Covers for Waste Containment: Changes in Engineering Properties and Implications for Long-Term Performance Assessment; <http://www.nrc.gov/reading-rm/doc-collections/nuregs/contract/cr7028/>
 - 3.1.3.6 Field Hydrology of Landfill Final Covers with Composite Barrier Layers; by: William H. Albright; Craig H. Benson; and Preecha Apiwantragoon <http://www.dri.edu/images/stories/research/programs/acap/acap-publications/dri-acap-Albrightetal-Composite-Barrier-Layers-2013.pdf>; and
 - 3.1.3.7 Post-construction changes in the Hydraulic Properties of Water Balance Cover Soils, by: C. H. Benson; A. Sawangsuriya; B. Trzebiatowski³ and W. H. Albright <http://www.dri.edu/images/stories/research/programs/acap/acap-publications/4.pdf>.

3.1.4 A work plan for any proposed additional field investigation: the proposal should fill any data gaps; this may include but is not limited to any field work proposed on sampling the existing waste, the existing cover, and borrow sources, including SOPs and data. The proposal shall also include a justification of how the additional field work will reduce cost for the overall project and better meet the remedial action and performance objectives versus selecting cover design based solely on reviewing the historical records and documents alone.

3.1.4.1 The work plan shall consider and address:

- A. Possible contaminant releases to the general environment in groundwater, surface water, air, soil, plants, and animals, and
- B. Associated release mechanisms and pathways, including but not limited to, liquid-phase transport, gas-phase transport, explosion, and biological uptake.

3.1.4.2 The work plan shall consider and address the need for test plot(s) versus site-wide surcharge and analysis for differential subsidence. Procedural information for the selected method shall include, but is not limited to:

- A. Identifying the analytical devices (if any) used to measure the subsidence, and
- B. Identifying and detailing the dimensions, location(s), peak load(s), and timeframe to complete the surcharge testing and analysis.

3.1.4.3 The work plan shall identify and consider the preservation of current USGS research at the LLRW Site and address the efforts with respect to:

- A. Providing as-needed assistance in the harvest of existing plants for biomass and chemistry analyses, and
- B. Providing options (if any) for the proper incorporation of research instruments that will be used to investigate subsurface conditions and contaminant-transport processes in the cover.

3.1.4.4 The work plan shall identify the need for a surface imaging. Address applications and techniques (terrestrial LiDAR, conventional topographic survey or other techniques) to document initial conditions and post-construction topographic changes to the LLRW-Site cover that are caused by, but not limited to, subsidence and erosion, and provide a plan, with frequencies, to develop and implement (terrestrial LiDAR, conventional topographic survey or other techniques) measurements.

- 3.1.4.5 The work plan shall also include input and direction from DHHS and the TAG. The vendor may proceed with the work plan after approval from the DHHS and the TAG.
- 3.1.5 Completion of a Draft EE/CA, including field investigation report and evaluation of anticipated differential waste settlement and further development of anticipated cover design performance objectives. The Draft EE/CA should incorporate the following elements:
 - 3.1.5.1 Identification of remedial action objectives.
 - 3.1.5.2 Further development of the following performance objectives:
 - A. The design life of the cover will be a minimum of 100 years.
 - B. The cover will be designed for a 100 year 24 hour storm event (Please refer to 40 CFR 122.26(b)(14)(V) and 40 CFR 258.26 for guidance, and note that the DHHS is requiring the storm event to be a 100 year 24 hour event instead of the cited 25 year 24 hour event) and other climatic events that may affect the cover's integrity and performance.
 - C. Preliminary design of the runoff management system should be planned in conjunction with the USEN HW storm water management system.
 - D. Minimize any future subsidence to prevent future formation of cracks that could allow rainwater to come into contact with waste.
 - E. Assessment of the cover integrity with consideration of seismic history in the area.
 - F. Minimal long term maintenance to the extent that can be expected, including but not limited to; erosion and subsidence control.
 - 3.1.5.3 Identification and analysis of the remedial action alternatives. The analysis should include:
 - A. Effectiveness
 - 1. Protectiveness of public health and community.
 - 2. Protectiveness of workers during implementation.
 - 3. Protective of the environment.
 - 4. Ability to achieve performance objectives.
 - B. Implement ability

1. Technical Feasibility.
2. Availability of Equipment and Materials.
3. Availability of appropriate borrow source materials.

C. Cost

1. Capital cost.
2. Long term operation and maintenance cost.
3. Present worth cost.

D. The engineering evaluation should review multiple several different alternatives for the cover designs including but not limited to evapotranspiration designs, and designs that employ hydraulic barriers (geomembranes, geocomposites, GCL, etc.). The engineering evaluation may consider the potential benefits associated with static surcharging, dynamic compaction and/or grouting the subsurface materials.

- 3.1.6 Completion of a Final EE/CA prepared in response to comments from the TAG.
- 3.1.7 Preparation of graphics and outreach materials for a public meeting on the Proposed Plan describing the preferred alternative selected by DHHS and the TAG.
- 3.1.8 Monthly Progress Reports and Invoices to include:
 - 3.1.8.1 Excel Spreadsheet of active Task Orders and remaining budget; and
 - 3.1.8.2 List of submittals completed under each Task Order.
- 3.1.9 Document meeting summaries and descriptions of action items and responsibilities.
- 3.1.10 The schedule submitted in the overall work plan shall incorporate the following deadlines:

Deliverable	Due Date
Overall Work plan	30 Days from contract Award
Work plan to characterize the LLRW	30 Days from contract Award
Work plan for additional field investigation	45 Days from approval of the Overall Work plan
Draft EE/CA	90 Days from approval of the Overall Work plan
Final EE/CA	30 Days after comments on the Draft EE/CA from DHHS/TAG are provided
Draft Work plan for public outreach materials	Shall be provided with Draft EE/CA
Final Work plan for public outreach materials	Shall be provided with Final EE/CA

- 3.1.10.1 The schedule to be submitted in the Overall Work plan shall include the following elements:
 - A. A Gantt chart will be provided;
 - B. Deadlines for all the deliverables stated in Section 3.1.10;
 - C. Deadlines for all field work to be completed; and
 - D. The vendor will provide an updated schedule to the DHHS every 2 weeks.

3.2 TECHNICAL SUPPORT

- 3.2.1 Provide technical support and assistance to DHHS through project management, planning, scheduling and support, including:
 - 3.2.1.1 Participation in monthly vendor performance review meetings as requested by DHHS.
 - 3.2.1.2 Participation in weekly conference calls regarding progress updates.
 - 3.2.1.3 Document review and comment schedule tracking.
 - 3.2.1.4 Subcontractor scheduling and oversight.
 - 3.2.1.5 Attendance at technical meetings pertaining to the Site.
 - 3.2.1.6 Selection and reservation of meeting space.
 - 3.2.1.7 Arrangement for and conduct of site tours and meetings.
 - 3.2.1.8 Assisting the Community Involvement Program related to the project.
 - 3.2.1.9 Preparation and revision of meeting minutes.

4. COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

4.1.1 Vendors must provide a company profile in the table format below.

Question	Response
Company name:	
Ownership (sole proprietor, partnership, etc.):	
State of incorporation:	
Date of incorporation:	
# of years in business:	

Question	Response
List of top officers:	
Location of company headquarters:	
Location(s) of the company offices:	
Location(s) of the office that will provide the services described in this RFP:	
Number of employees locally with the expertise to support the requirements identified in this RFP:	
Number of employees nationally with the expertise to support the requirements in this RFP:	
Location(s) from which employees will be assigned for this project:	

4.1.2 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state must register with the State of Nevada, Secretary of State’s Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State’s Office pursuant to NRS76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>.

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

Is “Legal Entity Name” the same name as vendor is doing business as?

Yes		No	
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If “No”, provide explanation.

4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	
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If “Yes”, complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

4.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	
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If “Yes”, please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

4.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor’s ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP must also be disclosed.

Does any of the above apply to your company?

Yes		No	
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If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

Question	Response
Date of alleged contract failure or breach:	
Parties involved:	
Description of the contract failure, contract breach, or litigation, including the products or services involved:	
Amount in controversy:	
Resolution or current status of the	

Question	Response	
dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

- 4.1.8 Vendors must review the insurance requirements specified in *Attachment E, Insurance Schedule for RFP 3271*. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in *Attachment E*.

Yes		No	
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Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverages as specified in *Attachment E, Insurance Schedule for RFP 3271*.

- 4.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP including but not limited to the following: (Limit response to no more than five (5) pages).

Question	Response
Please provide a description of your firm including; the current organizational structure and any offices or sister companies currently operating in Nevada	
Describe your firm's experience with researching and developing an EE/CA for LLRW cap designs and repairs	
What experience does your firm have with LLRW sites? Including cap design and remediation	
Describe your firms experience with differential subsidence at a LLW and/or other waste facility.	
Describe your firm's experience with evaluating and/or implementing static surcharge, dynamic surcharge, or grouting to facilitate remediation at a LLW and/or other waste site?	
What is your firms experience with geosynthetic, ET or composite covers?	
Describe your firm's experience in identifying and	

Question	Response
analyzing environmental release mechanisms identification and analysis?	
Does your firm have experience in release mechanism identification and analysis?	
Does your firm have questions, concerns, or feedback regarding the contract?	
Describe your firms experience with the technologies (LiDAR), scope of work, and site remediation approaches described in the SOW.	
What experience does your firm have with alkali metals or how such metals might react in the subsurface over the long-term to different or changing environmental conditions (chemical, moisture/saturation content, etc?)	

4.1.10 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

4.1.11 Financial information and documentation to be included in **Part III, Confidential Financial Information** of vendor’s response in accordance with **Section 9.5, Part III – Confidential Financial Information**.

4.1.11.1 Dun and Bradstreet Number

4.1.11.2 Federal Tax Identification Number

4.2 SUBCONTRACTOR INFORMATION

4.2.1 Does this proposal include the use of subcontractors?

Yes		No	
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If “Yes”, vendor must:

4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors must:

A. Describe the relevant contractual arrangements;

B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and

C. Describe your previous experience with subcontractor(s).

- 4.2.1.3 Vendors must describe the methodology, processes and tools utilized for:
 - A. Selecting and qualifying appropriate subcontractors for the project/contract;
 - B. Ensuring subcontractor compliance with the overall performance objectives for the project;
 - C. Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and
 - D. Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State’s request, the State will be notified of such payments.
- 4.2.1.4 Provide the same information for any proposed subcontractors as requested in **Section 4.1, Vendor Information**.
- 4.2.1.5 Business references as specified in **Section 4.3, Business References** must be provided for any proposed subcontractors.
- 4.2.1.6 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 4.2.1.7 Vendor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in **Section 4.2, Subcontractor Information**. The vendor must receive agency approval prior to subcontractor commencing work.

4.3 BUSINESS REFERENCES

- 4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last ten (10) years.
- 4.3.2 Vendors must provide the following information for every business reference provided by the vendor and/or subcontractor:

The “Company Name” must be the name of the proposing vendor or the vendor’s proposed subcontractor.

Reference #:	
Company Name:	
<i>Identify role company will have for this RFP project (Check appropriate role below):</i>	

	<i>VENDOR</i>		<i>SUBCONTRACTOR</i>
Project Name:			
Primary Contact Information			
Name:			
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Alternate Contact Information			
Name:			
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			
Project Information			
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:			
Original Project/Contract Start Date:			
Original Project/Contract End Date:			
Original Project/Contract Value:			
Final Project/Contract Date:			
Was project/contract completed in time originally allotted, and if not, why not?			
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?			

- 4.3.3 Vendors must also submit *Attachment F, Reference Questionnaire* to the business references that are identified in *Section 4.3.2*.
- 4.3.4 The company identified as the business references must submit the Reference Questionnaire directly to the Purchasing Division.
- 4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in *Section 8, RFP Timeline* for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

- 4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

4.4 VENDOR STAFF RESUMES

A resume must be completed for each proposed key personnel responsible for performance under any contract resulting from this RFP per *Attachment G, Proposed Staff Resume*.

5. COST

Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated (refer to *Attachment H, Cost Schedule*).

6. FINANCIAL

6.1 PAYMENT

6.1.1 Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.

6.1.2 Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFP electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

6.2 BILLING

6.2.1 The State does not issue payment prior to receipt of goods or services.

6.2.2 The vendor must bill the State as outlined in the approved contract and/or payment schedule.

6.2.3 Vendors may propose an alternative payment option. Alternative payment options must be listed on *Attachment I, Cost Proposal Certification of Compliance with Terms and Conditions of the RFP*. Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein.

7. WRITTEN QUESTIONS AND ANSWERS

In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing regarding this RFP as noted below:

7.1 QUESTIONS AND ANSWERS

- 7.1.1 The RFP Question Submittal Form is located on the Solicitation Opportunities webpage at <http://purchasing.nv.gov>. Select the Solicitation Status, Questions dropdown and then scroll to the RFP number and the “Question” link.
- 7.1.2 The deadline for submitting questions is as specified in **Section 8, RFP Timeline**.
- 7.1.3 All questions and/or comments will be addressed in writing. An email notification that the amendment has been posted to the Purchasing website will be issued on or about the date specified in **Section 8, RFP Timeline**.

8. RFP TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time.

Task	Date/Time
Date for on-site visit at Beatty LLRW facility (not required, but will allow firms to take pictures and measurements)	10 am – 3 pm on 08/11/2016
Deadline for submitting questions	8/17/16 @ 5:00 PM
Answers posted to website	On or about 8/24/16
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 8/30/16
Deadline for submission and opening of proposals	No later than 2:00 PM on 8/31/16
Evaluation period (approximate time frame)	9/1 ~ 9/16/16
Selection of vendor	On or about 9/16/16
Anticipated BOE approval	11/8/16
Contract start date (contingent upon BOE approval)	Upon BOE approval

9. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

9.1 GENERAL SUBMISSION REQUIREMENTS

- 9.1.1 Vendors’ proposals must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements.
- 9.1.2 Proposals will have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as “confidential” as defined within **Section 2, Acronyms/Definitions**.

- 9.1.3 If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with ***Section 9.3, Part I B – Confidential Technical and Section 9.5, Part III Confidential Financial Information.***
- 9.1.4 Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on ***Attachment A, Confidentiality and Certification of Indemnification*** and comply with the requirements stated in ***Section 9.6, Confidentiality of Proposals.***
- 9.1.5 The remaining section is the Cost Proposal.
- 9.1.6 Vendors may submit their proposal broken out into the three (3) sections required, or four (4) sections if confidential technical information is included, in a single box or package for shipping purposes.
- 9.1.7 The required CDs or Flash Drives must contain information as specified in ***Section 9.6.4.***
- 9.1.8 Detailed instructions on proposal submission and packaging follows and vendors must submit their proposals as identified in the following sections. Proposals and CDs or Flash Drives that do not comply with the following requirements may be deemed non-responsive and rejected at the State’s discretion.
- 9.1.9 All information is to be completed as requested.
- 9.1.10 Each section within the technical proposal and cost proposal must be separated by clearly marked tabs with the appropriate section number and title as specified.
- 9.1.11 Although it is a public opening, only the names of the vendors submitting proposals will be announced per NRS 333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.
- 9.1.12 If discrepancies are found between two (2) or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the proposal is not clearly marked “MASTER,” the State may reject the proposal. However, the State may at its sole option, select one (1) copy to be used as the master.
- 9.1.13 For ease of evaluation, the proposal must be presented in a format that corresponds to and references sections outlined within this RFP and must be presented in the same order. Written responses must be in ***bold/italics*** and placed immediately following the applicable RFP question, statement and/or section. Exceptions/assumptions to this may be considered during the evaluation process.

- 9.1.14 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the proposer's lack of environmental and cost consciousness. Unless specifically requested in this RFP, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

The State of Nevada, in its continuing efforts to reduce solid waste and to further recycling efforts requests that proposals, to the extent possible and practical:

- 9.1.14.1 Be submitted on recycled paper;
- 9.1.14.2 Not include pages of unnecessary advertising;
- 9.1.14.3 Be printed on both sides of each sheet of paper; and
- 9.1.14.4 Be contained in re-usable binders or binder clips as opposed to spiral or glued bindings.

- 9.1.15 For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

- 9.1.16 Any vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be received no later than the deadline for submission of questions.

The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

9.1.17 If a vendor changes any material RFP language, vendor’s response may be deemed non-responsive per NRS 333.311.

9.2 PART I A – TECHNICAL PROPOSAL

9.2.1 The technical proposal must include:

9.2.1.1 One (1) original marked “MASTER”; and

9.2.1.2 Five (5) identical copies.

9.2.2 The technical proposal **must not include** confidential technical information (refer to **Section 9.3, Part IB, Confidential Technical**) or cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

9.2.3 Format and Content

9.2.3.1 Tab I – Title Page

The title page must include the following:

Part IA – Technical Proposal	
RFP Title:	Assessment & Work Plan for Beatty LLRW Site
RFP:	3271
Vendor Name:	
Address:	
Opening Date:	8/31/16
Opening Time:	2:00 PM

9.2.3.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

9.2.3.3 Tab III – Vendor Information Sheet

The vendor information sheet completed with an original signature by an individual authorized to bind the organization must be included in this tab.

9.2.3.4 Tab IV – State Documents

The State documents tab must include the following:

A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.

- B. Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
- C. Attachment C – Vendor Certifications with an original signature by an individual authorized to bind the organization.
- D. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- E. Copies of applicable certifications and/or licenses.

9.2.3.5 Tab V - Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP

- A. **Attachment B** with an original signature by an individual authorized to bind the organization must be included in this tab.
- B. If the exception and/or assumption require a change in the terms or wording of any section of the RFP, the contract, or any incorporated documents, vendors **must** provide the specific language that is being proposed on **Attachment B**.
- C. Only technical exceptions and/or assumptions should be identified on **Attachment B**.
- D. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

9.2.3.6 Tab VI – Section 3 – Scope of Work

Vendors must place their written response(s) in **bold/italics** immediately following the applicable RFP question, statement and/or section.

9.2.3.7 Tab VII– Section 4 – Company Background and References

Vendors must place their written response(s) in **bold/italics** immediately following the applicable RFP question, statement and/or section. This section must also include the requested information in **Section 4.2, Subcontractor Information**, if applicable.

9.2.3.8 Tab VIII – Attachment G – Proposed Staff Resume

- A. Vendors must include all proposed staff resumes per **Section 4.4, Vendor Staff Resumes** in this section.
- B. This section should also include any subcontractor proposed staff resumes, if applicable.

9.2.3.9 Tab IX – Other Informational Material

Vendors must include any other applicable reference material in this section clearly cross referenced with the proposal.

9.3 PART IB – CONFIDENTIAL TECHNICAL PROPOSAL

9.3.1 Vendors only need to submit Part IB if the proposal includes any confidential technical information (**Refer to Attachment A, Confidentiality and Certification of Indemnification**).

9.3.2 The confidential technical proposal must include:

- 9.3.2.1 One (1) original marked “MASTER”; and
- 9.3.2.2 Five (5) identical copies.

9.3.3 Format and Content

9.3.3.1 Tab I – Title Page

The title page must include the following:

Part IB – Confidential Technical Proposal	
RFP Title:	Assessment & Work Plan for Beatty LLRW Site
RFP:	3271
Vendor Name:	
Address:	
Opening Date:	8/31/16
Opening Time:	2:00 PM

9.3.3.2 Tabs – Confidential Technical

Vendors must have tabs in the confidential technical information that cross reference back to the technical proposal, as applicable.

9.4 PART II – COST PROPOSAL

9.4.1 The cost proposal must include:

- 9.4.1.1 One (1) original marked “MASTER”; and
- 9.4.1.2 Five (5) identical copies.

9.4.2 The cost proposal must not be marked “confidential”. Only information that is deemed proprietary per NRS 333.020(5)(a) may be marked as “confidential”.

9.4.3 Format and Content

9.4.3.1 Tab I – Title Page

The title page must include the following:

Part II – Cost Proposal	
RFP Title:	Assessment & Work Plan for Beatty LLRW Site
RFP:	3271
Vendor Name:	
Address:	
Opening Date:	8/31/16
Opening Time:	2:00 PM

9.4.3.2 Tab II – Cost Proposal

Vendor’s response for the cost proposal must be included in this tab.

9.4.3.3 Tab III – Attachment I, Cost Proposal Certification of Compliance with Terms and Conditions of RFP

- A. **Attachment I** with an original signature by an individual authorized to bind the organization must be included in this tab.
- B. In order for any cost exceptions and/or assumptions to be considered, vendors **must** provide the specific language that is being proposed in **Attachment I**.
- C. Only cost exceptions and/or assumptions should be identified on **Attachment I**.
- D. **Do not restate** the technical exceptions and/or assumptions on this form.
- E. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

9.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION

9.5.1 The confidential financial information part must include:

- 9.5.1.1 One (1) original marked “MASTER”; and
- 9.5.1.2 One (1) identical copy.

9.5.2 Format and Content

9.5.2.1 Tab I – Title Page

The title page must include the following:

Part III – Confidential Financial Information	
RFP Title:	Assessment & Work Plan for Beatty LLRW Site
RFP:	3271
Vendor Name:	
Address:	
Opening Date:	8/31/16
Opening Time:	2:00 PM

9.5.2.2 Tab II – Financial Information and Documentation

Vendors must place the information required per *Section 4.1.11* in this tab.

9.6 CONFIDENTIALITY OF PROPOSALS

- 9.6.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.
- 9.6.2 Vendors are required to submit written documentation in accordance with *Attachment A, Confidentiality and Certification of Indemnification* demonstrating the material within the proposal marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5)”. Not conforming to these requirements will cause your proposal to be deemed non-compliant and will not be accepted by the State of Nevada.
- 9.6.3 Vendors acknowledge that material not marked as “confidential” will become public record upon contract award.
- 9.6.4 The required CDs or Flash Drives must contain the following:
 - 9.6.4.1 One (1) “**Master**” CD or Flash Drive with an exact duplicate of the technical and cost proposal contents only.
 - A. The electronic files must include all required sections of the technical and cost proposal.

B. The CD or Flash Drive must be packaged in a case and clearly labeled as follows:

Master CD or Flash Drive	
RFP No:	3271
Vendor Name:	
Contents:	Part IA – Technical Proposal Part IB – Confidential Technical Proposal Part II – Cost Proposal

9.6.4.2 One (1) “**Public Records CD or Flash Drive**” which must include the technical and cost proposal contents to be used for public records requests.

- A. This CD or Flash Drive **must not** contain any confidential or proprietary information.
- B. All electronic files **must** be saved in “PDF” format, with one file named Part IA – Technical Proposal and one (1) file named part II – Cost Proposal.
- C. The CD or Flash Drive must be packaged in a case and clearly labeled as follows:

Public Records CD or Flash Drive	
RFP No:	3271
Vendor Name:	
Contents:	Part IA – Technical Proposal for Public Records Request Part II – Cost Proposal for Public Records Request

- 9.6.5 The Public Records submitted on the CD or Flash Drive will be posted to the Purchasing Website upon the Notice of Award.
- 9.6.6 It is the vendor’s responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.
- 9.6.7 Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

9.7 PROPOSAL PACKAGING

9.7.1 If the separately sealed technical and cost proposals as well as confidential technical information and financial documentation, marked as required, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked as follows.

- 9.7.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.

Ronda Miller State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3271
OPENING DATE:	8/31/16
OPENING TIME:	2:00 PM
FOR:	Assessment & Work Plan for Beatty LLRW Site
VENDOR'S NAME:	

- 9.7.3 Proposals *must be received at the address referenced below no later than the date and time specified in Section 8, RFP Timeline*. Proposals that do not arrive by proposal opening time and date *will not be accepted*. Vendors may submit their proposal any time prior to the above stated deadline.
- 9.7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.
- 9.7.5 Email, facsimile, or telephone proposals will NOT be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by email, facsimile, or written notice provided such notice is received prior to the opening of the proposals.
- 9.7.6 The technical proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Ronda Miller State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3271
COMPONENT:	PART IA – TECHNICAL PROPOSAL
OPENING DATE:	8/31/16
OPENING TIME:	2:00 PM
FOR:	Assessment & Work Plan for Beatty LLRW Site
VENDOR'S NAME:	

- 9.7.7 If applicable, confidential technical information shall be submitted to the State in a sealed package and be clearly marked as follows:

Ronda Miller State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3271
COMPONENT:	PART IB – CONFIDENTIAL TECHNICAL PROPOSAL
OPENING DATE:	8/31/16
OPENING TIME:	2:00 PM
FOR:	Assessment & Work Plan for Beatty LLRW Site
VENDOR’S NAME:	

- 9.7.8 The cost proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Ronda Miller State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3271
COMPONENT:	PART II – COST PROPOSAL
OPENING DATE:	8/31/16
OPENING TIME:	2:00 PM
FOR:	Assessment & Work Plan for Beatty LLRW Site
VENDOR’S NAME:	

- 9.7.9 Confidential financial information shall be submitted to the State in a sealed package and be clearly marked as follows:

Ronda Miller State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3271
COMPONENT:	PART III - CONFIDENTIAL FINANCIAL INFORMATION
OPENING DATE:	8/31/16
OPENING TIME:	2:00 PM
FOR:	Assessment & Work Plan for Beatty LLRW Site
VENDOR’S NAME:	

- 9.7.10 The CDs or Flash Drives shall be submitted to the State in a sealed package and be clearly marked as follows:

Ronda Miller State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3271
COMPONENT:	CDs or Flash Drives
OPENING DATE:	8/31/16
OPENING TIME:	2:00 PM
FOR:	Assessment & Work Plan for Beatty LLRW Site
VENDOR'S NAME:	

10. PROPOSAL EVALUATION AND AWARD PROCESS

The information in this section does not need to be returned with the vendor's proposal.

- 10.1** Proposals shall be consistently evaluated and scored in accordance with NRS 333.335(3) based upon the following criteria:

- 10.1.1 Demonstrated competence
- 10.1.2 Experience in performance of comparable engagements
- 10.1.3 Conformance with the terms of this RFP
- 10.1.4 Expertise and availability of key personnel
- 10.1.5 Cost

Note: Financial stability will be scored on a pass/fail basis.

Proposals shall be kept confidential until a contract is awarded.

- 10.2** The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada per NRS 333.335(5).
- 10.3** Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior

history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS 333.335.

- 10.4** Clarification discussions may, at the State’s sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive per NAC 333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors. Any modifications made to the original proposal during the best and final negotiations will be included as part of the contract.
- 10.5** A Notification of Intent to Award shall be issued in accordance with NAC 333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.
- 10.6** Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 333.700).

11. TERMS AND CONDITIONS

11.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor’s proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they MUST be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.*

- 11.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 11.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 11.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 11.1.4 For ease of responding to the RFP, vendors are encouraged to download the RFP from the Purchasing Division’s website at <http://purchasing.nv.gov>.

- 11.1.5 The failure to separately package and clearly mark **Part IB and Part III** – which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 11.1.6 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.
- 11.1.7 The State reserves the right to reject any or all proposals received prior to contract award (NRS 333.350).
- 11.1.8 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).
- 11.1.9 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee’s attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.1.10 A description of how any and all services and/or equipment will be used to meet the requirements of this RFP shall be given, in detail, along with any additional informational documents that are appropriately marked.
- 11.1.11 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 11.1.12 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 11.1.13 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.
- 11.1.14 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS 333.350(3).
- 11.1.15 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.

- 11.1.16 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 11.1.17 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.
- 11.1.18 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 11.1.19 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

11.2 CONTRACT TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they MUST be documented in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.*

- 11.2.1 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 11.2.2 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.
- 11.2.3 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.

- 11.2.4 **Attachment B and Attachment I** of this RFP shall constitute an agreement to **all** terms and conditions specified in the RFP, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors **must** be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.
- 11.2.5 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor's proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 11.2.6 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 11.2.7 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 11.2.8 Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

11.3 PROJECT TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in*

Attachment B. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

11.3.1 Award of Related Contracts

11.3.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.

11.3.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

11.3.2 State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and will reimburse the State for any loss or damage.

11.3.3 Inspection/Acceptance of Work

11.3.3.1 It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.

11.3.3.2 Any progress inspections and approval by the State of any item of work shall not forfeit the right of the State to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.

11.3.3.3 Nothing contained herein shall relieve the contractor of the responsibility for proper installation and maintenance of the work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.

11.3.4 Travel

Vendors to build into submitted cost proposal.

11.3.5 Completion of Work

Prior to completion of all work, the contractor shall remove from the premises all equipment and materials belonging to the contractor. Upon completion of the work, the contractor shall leave the site in a clean and neat condition satisfactory to the State.

11.3.6 Right to Publish

- 11.3.6.1 All requests for the publication or release of any information pertaining to this RFP and any subsequent contract must be in writing and sent to the Cody L. Phinney or designee.
- 11.3.6.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the Cody L. Phinney or designee.
- 11.3.6.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.
- 11.3.6.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of the Cody L. Phinney or designee.
- 11.3.6.5 Throughout the term of the contract, the contractor must secure the written approval of the State per **Section 11.3.6.2** prior to the release of any information pertaining to work or activities covered by the contract.

11.3.7 Protection of Sensitive Information

Protection of sensitive information will include the following:

- 11.3.7.1 Sensitive information in existing legacy applications will encrypt data as is practical.
- 11.3.7.2 Confidential Personal Data will be encrypted whenever possible.
- 11.3.7.3 Sensitive Data will be encrypted in all newly developed applications.

12. SUBMISSION CHECKLIST

This checklist is provided for vendor's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

Part IA– Technical Proposal Submission Requirements		Completed
Required number of Technical Proposals per submission requirements		
Tab I	Title Page	
Tab II	Table of Contents	
Tab III	Vendor Information Sheet	
Tab IV	State Documents	
Tab V	Attachment B – Technical Proposal Certification of Compliance with Terms and Conditions of RFP	
Tab VI	Section 3 – Scope of Work	
Tab VII	Section 4 – Company Background and References	
Tab VIII	Attachment G – Proposed Staff Resume(s)	
Tab IX	Other Informational Material	
Part IB – Confidential Technical Submission Requirements		
Required number of Confidential Technical Proposals per submission requirements		
Tab I	Title Page	
Tabs	Appropriate tabs and information that cross reference back to the technical proposal	
Part II – Cost Proposal Submission Requirements		
Required number of Cost Proposals per submission requirements		
Tab I	Title Page	
Tab II	Cost Proposal	
Tab III	Attachment I - Cost Proposal Certification of Compliance with Terms and Conditions of RFP	
Part III – Confidential Financial Information Submission Requirements		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Financial Information and Documentation	
CDs or Flash Drives Required		
One (1)	Master CD or Flash Drive with the technical and cost proposal contents only	
One (1)	Public Records CD or Flash Drive with the technical and cost proposal contents only	
Reference Questionnaire Reminders		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A and Part B completed, if applicable)		

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in separate binders marked “**Part I B Confidential Technical**” and “**Part III Confidential Financial**”.

The State will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in *Section 2 “ACRONYMS/DEFINITIONS.”*

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part IB – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

A Public Records CD or Flash Drive has been included for the Technical and Cost Proposal			
YES		NO (See note below)	
<i>Note: By marking “NO” for Public Record CD or Flash Drive included, you are authorizing the State to use the “Master CD or Flash Drive” for Public Records requests.</i>			

Part III – Confidential Financial Information			
YES		NO	
Justification for Confidential Status			

Company Name

Signature

Print Name

Date

This document must be submitted in Tab IV of vendor’s technical proposal

**ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with *all* the terms and conditions specified in this Request for Proposal.

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors *must* provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Company Name

Signature

Print Name

Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab V of vendor’s technical proposal

ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
- (7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Vendor Company Name

Vendor Signature

Print Name

Date

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT D – CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the Contract Form with their proposal.

If exceptions and/or assumptions require a change to the Contract Form, vendors *must* provide the specific language that is being proposed on *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*.

Please pay particular attention to the insurance requirements, as specified in *Paragraph 16 of the embedded contract* and *Attachment E, Insurance Schedule for RFP 3271*.



Contract Form.doc

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at svypurch@admin.nv.gov for an emailed copy.

ATTACHMENT E – INSURANCE SCHEDULE FOR RFP 3271

The following Insurance Schedule is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in the Insurance Schedule, as this is the standard insurance schedule used by the State for all services of independent contractors.

If exceptions and/or assumptions require a change to the Insurance Schedule, vendors **must** provide the specific language that is being proposed on ***Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.***



RFP 3271
Insurance.docx

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.

ATTACHMENT F – REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFP process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor or vendor’s proposed subcontractor MUST complete Part A and/or Part B of the Reference Questionnaire.
2.	Proposing vendor MUST send the Reference Questionnaire to EACH business reference listed for completion of Part D, Part E and Part F.
3.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to: <div style="text-align: center;"> State of Nevada, Purchasing Division Subject: <i>RFP 3271</i> Attention: <i>Purchasing Division</i> Email: rfpdocs@admin.nv.gov Fax: 775-684-0188 </div> <p>Please reference the RFP number in the subject line of the email or on the fax.</p>
4.	The completed Reference Questionnaire MUST be received <i>no later than 4:30 PM PT August 30, 2016.</i>
5.	Business references are NOT to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor’s score in the evaluation process.



Reference
Questionnaire - 10-12

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at svrpurch@admin.nv.gov for an emailed copy.

ATTACHMENT G – PROPOSED STAFF RESUME

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff using the State format.



Proposed Staff
Resume - 09-25-13.doc

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srypurch@admin.nv.gov for an emailed copy.*

ATTACHMENT H – COST SCHEDULE



RFP 3271 Cost.xlsx

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

**ATTACHMENT I – COST PROPOSAL CERTIFICATION OF COMPLIANCE
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with *all* the terms and conditions specified in this Request for Proposal.

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors *must* provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Note: Only cost exceptions and/or assumptions should be identified on this attachment. Do not restate the technical exceptions and/or assumptions on this attachment.

Company Name

Signature

Print Name

Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

**This document must be submitted in Tab III of vendor's cost proposal.
This form MUST NOT be included in the technical proposal.**

ATTACHMENT J – ADDRESS AND APPROXIMATE LOCATION OF USEN SITE



RFP 3271
Attachment J.pdf

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT K – SITE MAP



RFP 3271
Attachmebt K.pdf

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT L – TRENCH LAYOUT ON THE LLRW



RFP 3271
Attachment L.pdf

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have double clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

Attachment BB

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the State of Nevada.

b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. **Contractor's Pollution Liability (including Errors & Omissions)**

For losses caused by pollution conditions that arise from the operations of the Contractor as described in the Scope of Services section of this Contract.

Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

- a. The policy shall provide for complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties.
 - b. The policy shall provide for protection against claims for third-party bodily injury, property damage, or environmental damage caused by pollution conditions resulting from the activities for which the Contractor is legally liable.
 - c. The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.
 - d. The policy shall be endorsed to include the following additional insured language: "The State Shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:
1. On insurance policies where the State of Nevada is named as an additional insured, the State shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Health and Human Services, Attn: Rick Morse, 4150 Technology Way, Carson City, NV 89706**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Health and Human Services, Attn: Rick Morse, 4150 Technology Way, Carson City, NV 89706**. The State project/contract number and project description are to be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract must have prior approval from the State of Nevada Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.


Independent Contractor's Signature

9/29/16
Date

President
Title


Signature - State of Nevada

9/30/16
Date

for Cody Phinney, Administrator
Title

PART IA – TECHNICAL PROPOSAL



Assessment and Work Plan for the Beatty Low Level Radioactive Waste Site

RFP No. 3271



SUBMITTED TO: Ronda Miller
State of Nevada, Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

RFP: 3271
COMPONENT: PART IA – TECHNICAL PROPOSAL
OPENING DATE: 9/15/16
OPENING TIME: 2:00 PM
FOR: Assessment & Work Plan for Beatty LLRW Site
VENDOR'S NAME: Daniel B. Stephens & Associates, Inc.



September 15, 2016

Ronda Miller, Purchasing Officer II
State of Nevada, Purchasing Division
515 E. Musser Street, Suite 300
Carson City, Nevada 89701

Re: Proposal 3271 for Assessment and Work Plan for the Beatty Low Level Radioactive Waste (LLRW) Site

Dear Ms. Miller:

Daniel B. Stephens & Associates, Inc. (DBS&A) understands that the State of Nevada requires an engineering control at the Beatty LLRW Site that provides a publically defensible path forward and takes into account implementability, life-cycle costs, longevity, ease of maintenance, and protectiveness of human health and the environment. DBS&A has experience with data review, analyses of engineering options, and ultimate design of engineered caps with demonstrated performance in addressing percolation, erosion control, animal or human intrusion, vegetation, accumulation of free liquids at base, and longevity, including up to 1000-year design-life criteria.

We offer the following benefits to the State of Nevada:

- **Evapotranspiration (ET) cover experts, Mr. James A. Kelsey, P.G., as principal-in-charge and Dr. Craig Benson, as technical advisor** Both of these experts will provide guidance and direction to ensure a thorough and defensible analysis of the options, and senior review of our project deliverables to ensure the quality of DBS&A's work products.
 - Over the last 20 years, Mr Kelsey has led numerous ET cover projects, including several at LLRW and hazardous waste sites. He is currently serving as an expert to the U.S. Environmental Protection Agency (EPA) for ET cover design at a Superfund site and completing review of an Engineering Evaluation/Cost Analysis (EE/CA) for the EPA of the Non-Time Critical Removal Action at the Northeast Church Rock uranium mine and mill site. As an experienced field manager who prioritizes safety first, he will also oversee our safety program.
 - Dr Benson is recognized as the foremost international authority on engineered barriers for waste containment and is widely sought after for his expertise in design and performance assessment, especially for disposal facilities containing LLRW, mixed waste, and/or uranium mill tailings. Dr Benson leads the Landfill Partnership for the U.S. Department of Energy (DOE) Consortium for Risk Evaluation with Stakeholder Participation.

Daniel B. Stephens & Associates, Inc.

6020 Academy Road NE, Suite 100

505-822-9400

Albuquerque, NM 87109

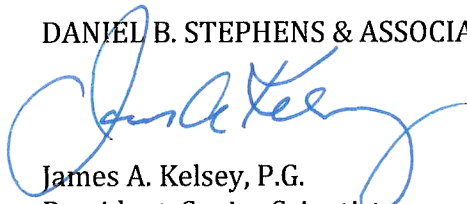
FAX 505-822-8877

- **As an organization that specializes in design and permitting of engineered caps in the arid Southwest, DBS&A has the expertise and experience to design a cover system that is survivable and protective over the long-term.** Between DBS&A and our sister company, Geo-Logic Associates, we have permitted and designed more than 100 ET covers in the West—more than any other firm. We have a proven track record of safely performing work at LLRW and mixed waste sites (i.e., Hanford Site; U.S. Ecology sites in Washington, Nevada, and Idaho; Yucca Mountain; Nevada Test Site; Waste Isolation Pilot Plant; Los Alamos National Laboratory; Sandia Laboratories).
- **We have earned credibility with the DOE, EPA, and the Nevada Department of Environmental Protection (NDEP).** Our project manager, Dr. Stephen J. Cullen, P.G., C.E.M., is known and respected by NDEP through his long-term involvement in the CERCLA-compliant hydrogeologic characterization of the Basic Remediation Company site in Henderson, Nevada.

Thank you for considering DBS&A's proposal. Please contact proposed project principal, Mr. James Kelsey, P.G., at (505) 822-9400 to further discuss the benefits of selecting DBS&A's team to support the State of Nevada.

Sincerely,

DANIEL B. STEPHENS & ASSOCIATES, INC.



James A. Kelsey, P.G.
President, Senior Scientist

Title Page

Part IA – Technical Proposal
RFP Title: Assessment & Work Plan for Beatty LLRW Site
RFP: 3271
Vendor Name: Daniel B. Stephens & Associates, Inc.
Address: 6020 Academy Road NE, Suite100
Albuquerque, NM 87109
Opening Date: 8/31/16
Opening Time: 2:00 PM



Contents



Tab I	Title Page
Tab II	Table of Contents
Tab III	Vendor Information Sheet
Tab IV	State Documents
Tab V	Attachment B – Technical Proposal Certification of Compliance with Terms and Conditions of RFP
Tab VI	Section 3 – Scope of Work
Tab VII	Section 4 – Company Background and References
Tab VIII	Attachment G – Proposed Staff Resume(s)
Tab IX	Other Informational Material



VENDOR INFORMATION SHEET FOR RFP 3271

Vendor Must:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Tab III of the Technical Proposal.

V1	Company Name	Daniel B. Stephens & Associates, Inc.	
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V2	Street Address	6020 Academy Road NE	
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V3	City, State, ZIP	Albuquerque, New Mexico 87109	
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V4	Telephone Number		
	Area Code: 505	Number: 822-9400	Extension: 1070

V5	Facsimile Number		
	Area Code: 505	Number: 822-8877	Extension:

V6	Toll Free Number		
	Area Code: 800	Number: 933-3105	Extension:

V7	Contact Person for Questions / Contract Negotiations, including address if different than above		
	Name: James A. Kelsey, P.G.		
	Title: President		
	Address: 6020 Academy Road NE, Suite 100, Albuquerque, NM 87109		
Email Address: jkelsey@dbstephens.com			

V8	Telephone Number for Contact Person		
	Area Code: 505	Number: 822-9400	Extension: 1070

V9	Facsimile Number for Contact Person		
	Area Code: 505	Number: 822-8877	Extension:

V10	Name of Individual Authorized to Bind the Organization		
	Name: James A. Kelsey, P.G.	Title: President	

V11	Signature (Individual must be legally authorized to bind the vendor per NRS 333.337)		
	Signature: 	Date: 8/19/2016	



SUBJECT: Amendment 1 to Request for Proposal 3271
RFP TITLE: Assessment & Work Plan for the Beatty LLRW Site
DATE OF AMENDMENT: August 16, 2016
DATE OF RFP RELEASE: July 28, 2016
OPENING DATE: ~~August 31, 2016~~ **NEW OPENING DATE:** September 15, 2016
OPENING TIME: 2:00 PM
CONTACT: Ronda Miller, Procurement Staff Member

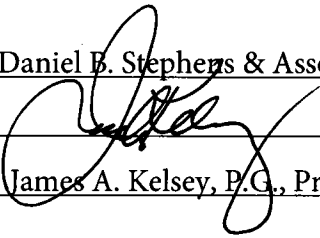
The following shall be a part of RFP 3271. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

Revised RFP Timeline

Task	Date/Time
Date for on-site visit at Beatty LLRW facility (not required, but will allow firms to take pictures and measurements)	10 am – 3 pm on 08/11/2016
Deadline for submitting questions	8/17/16 8/24/16 @ 5:00 PM
Answers posted to website	On or about 8/24/16 8/31/16
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 8/30/16 9/14/16
Deadline for submission and opening of proposals	No later than 2:00 PM on 8/31/16 9/15/16
Evaluation period (approximate time frame)	9/1 – 9/16/16 9/16 ~ 9/28
Selection of vendor	On or about 9/16/16 9/28/16
Anticipated BOE approval	11/8/16
Contract start date (contingent upon BOE approval)	Upon BOE approval

ALL ELSE REMAINS THE SAME FOR RFP 3271.

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: Daniel B. Stephens & Associates, Inc.
Authorized Signature: 
Title: James A. Kelsey, P.C., President Date: August 19, 2016

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal.



SUBJECT: Amendment 2 to Request for Proposal 3271
RFP TITLE: Assessment & Work Plan for the Beatty LLRW Site
DATE OF AMENDMENT: August 31, 2016
DATE OF RFP RELEASE: July 28, 2016
OPENING DATE: ~~August 31, 2016~~ **NEW OPENING DATE: September 15, 2016**
OPENING TIME: 2:00 PM
CONTACT: Ronda Miller, Procurement Staff Member

The following shall be a part of RFP **3271**. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

1. Section 1.3.1: This section states that the services will be performed on a Task Order basis and that the level of effort and cost estimate for each Task Order will be approved with DHHS based upon the tasks and deliverable descriptions. Please elaborate on the use of Task Orders with this contract. The term Task Order is not defined nor is it discussed in the Award Process, however, it is in Section 3.1.8 as part of the Monthly Progress Reports.

Task Orders for this contract would include the work plan contents in 3.1.3; to include any investigatory work of record review and the physical site analysis and characterization.

The term "task order" means a contract for services that does not procure or specify a firm quantity of services (other than a minimum or maximum quantity) and that provides for the issuance of orders for the performance of tasks during the period of the contract. Supplementary contractual and obligating document that usually includes task description, and is used in task type contracts. Task order also means an order for services placed against an established contract or with Government sources.

2. Section 3.1.1: Is the Health and Safety Plan only to address field work that may be conducted as part a field investigation, or is it to also address actual cap construction that will be performed during Phase 2 of this project?

The Health and Safety Plan will address the activities conducted as part of any field investigation for this RFP. The Next RFP will require a Health and Safety Plan for construction activities. The submitted workplan may include a section that details a Health and Safety Plan which will be required as part of the construction activities for the alternative selected.

3. Section 3.1.1: Is the cost of the Health and Safety Plan to be included on Attachment H separately or as part of the Overall Work Plan? It is not currently listed on Attachment H.

This was a clerical error and has been corrected. See the new Appendix H, attached to this amendment.



Attachment H - Cost
schedule for amendme

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

4. Section 3.1.4.2: If we determine there is a need to construct test plots to evaluate differential settlement, should our proposal cost estimate include costs for an earthwork contractor to construct the plots and equipment/surveying etc. to monitor the plots?

Yes, and note that the onsite operator of the hazardous waste facility is available to provide services for the heavy equipment and operators, to reduce mobilization/demobilization costs.

5. Section 3.1.4.4: What is the work product being requested, is it to simply provide a narrative in the Work Plan that describes how/when to perform these surveys in the future, or are we to propose actual surveying services with costs?

The workplan shall identify the need for surface imaging, select optional techniques (LiDAR, traditional survey or other techniques) and suggest frequencies based upon the selected option(s). There are recent (initial) surveys available through USEN. The site is currently having materials added for regrading purposes (Health, Safety & Security) and a post survey will be performed when work is completed. Yes, you are to propose which survey(s) techniques would be beneficial, if any, to the construction of a new cover design in the workplan and include suggested frequencies and estimated costs for each recommendation.

6. Section 3.1.10: Does the 30 days due date from contract Award for the Work Plan to characterize the LLRW include time for input and direction from DHHS and the TAG (as mentioned in 3.1.3) or will DHHS and the TAG review the Work Plan after the 30 day period? Do DHHS and the TAG provide input on all Work Plans or only the Work Plan to characterize the LLRW?

The DHHS and TAG will review the workplan after the 30 day period for submittal. The DHHS and TAG will provide input on all workplan(s).

7. Section 3.1.10: Is the 30 days due date from contract Award or Task Order approval by DHHS or are they one in the same?

The due date is 30 days from contract award; as they are one in the same.

8. Section 3.2.1.5: Are these technical meetings different from the meetings described in Section 3.2.1.1? If so, how many technical meetings are anticipated?

The technical meetings pertaining to the site are different than the monthly vendor performance review meetings. These meetings would be to address DHHS, TAG and/or stakeholder concerns. There are not any projected at this time, and they may be handled by video-tele conference (VTC).

9. Section 3.2.1.7: How many tours/meetings are anticipated?

The meetings mentioned in 3.2.1.1 & 3.2.1.5 are not anticipated at this time, and may be attended via VTC. There is anticipation of two (in person) meetings to present to the Nye County "Town Hall" groups in the towns of Beatty and Armargosa Valley; back to back in the same day. This would include airfare into Las Vegas, drive to both communities and departure from Las Vegas.

10. Section 3.2.1.8: What services are we to provide for the Community Involvement Program?

Community involvement is to include, but not limited to: media releases, town hall presentation of alternatives, and possible VTC with the TAG to leadership of Nye County.

11. Section 4.2.1.4: Are subcontractors required to provide responses to all of Section 4.1 (i.e. 4.1.1 through 4.1.11), or just the company profile information in 4.1.1?

The subcontractors shall provide the responses to 4.1.1-4.1.11, the same as the contractor.

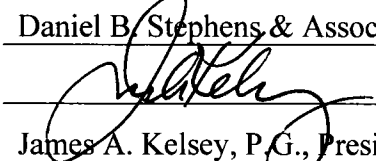
12. Regarding 9.2 Part 1A – Technical Proposal, Item 9.2.3.8 Tab VIII – Attachment G – Proposed Staff Resume, Relevant Experience: "Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project."

Does "company name" and "company location" refer to the employee's company name and office location, or the company name of the client and project location?

This refers to the employee's company name and location. In the last part of that description is "details of contract/project" which can be used to detail the job location.

ALL ELSE REMAINS THE SAME FOR RFP 3271.

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: Daniel B. Stephens & Associates, Inc.
Authorized Signature: 
Title: James A. Kelsey, P.G., President Date: 9/8/2016

This document must be submitted in the “State Documents” section/tab of vendors’ technical proposal.

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in separate binders marked “**Part I B Confidential Technical**” and “**Part III Confidential Financial**”.

The State will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in *Section 2 “ACRONYMS/DEFINITIONS.”*

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

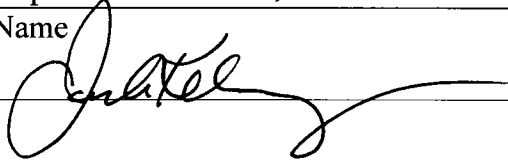
Part IB – Confidential Technical Information			
YES		NO	X
Justification for Confidential Status			

A Public Records CD or Flash Drive has been included for the Technical and Cost Proposal			
YES		NO (See note below)	X
<i>Note: By marking “NO” for Public Record CD or Flash Drive included, you are authorizing the State to use the “Master CD or Flash Drive” for Public Records requests.</i>			

Part III – Confidential Financial Information			
YES		NO	X
Justification for Confidential Status			

Daniel B. Stephens & Associates, Inc.

 Company Name



 Signature

James A. Kelsey, P.G.

 Print Name

August 19, 2016

 Date

This document must be submitted in Tab IV of vendor’s technical proposal

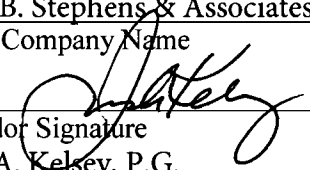
ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
- (7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Daniel B. Stephens & Associates, Inc.

Vendor Company Name


Vendor Signature

James A. Kelsey, P.G.

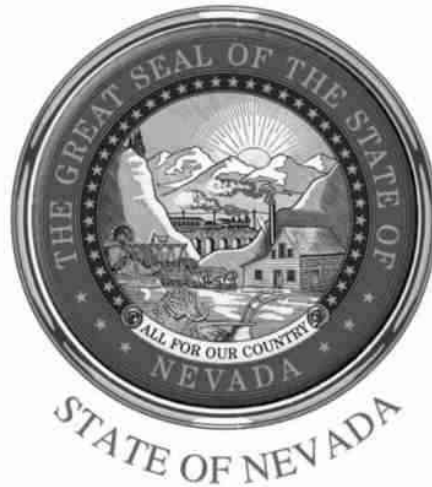
Print Name

August 19, 2016

Date

This document must be submitted in Tab IV of vendor's technical proposal

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

DANIEL B. STEPHENS & ASSOCIATES, INC.
Nevada Business Identification # NV20101755686

Expiration Date: October 31, 2016

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on October 30, 2015

Barbara K. Cegavske

BARBARA K. CEGAVSKE
Secretary of State

You may verify this license at www.nvsos.gov under the Nevada Business Search.

**License must be cancelled on or before its expiration date if business activity ceases.
Failure to do so will result in late fees or penalties which by law cannot be waived.**



**STATE OF NEVADA
BOARD OF PROFESSIONAL ENGINEERS AND LAND
SURVEYORS**

CERTIFICATE OF REGISTRATION

DANIEL B. STEPHENS & ASSOCIATES, INC.

**IS HEREBY REGISTERED TO OFFER PROFESSIONAL
ENGINEERING SERVICES
IN THE STATE OF NEVADA**

January 01, 2016
Date Of Registration

December 31, 2016
Expiration Date



Executive Director

**ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with *all* the terms and conditions specified in this Request for Proposal.

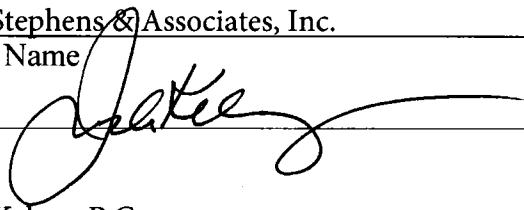
YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO X I do not agree to comply with the terms and conditions specified in this RFP.

If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors *must* provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Daniel B. Stephens & Associates, Inc.

 Company Name



 Signature

James A. Kelsey, P.G. _____ August 19, 2016
 Print Name Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
1	Attachment D Contract Form Section 21	7	ownership of proprietary information (see over)

changed on other contracts.

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab V of vendor's technical proposal

EXCEPTION:

Original text:

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark, or copyright protection

Requested Exception:

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Once payment in full is received for any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark, or copyright protection.

3. SCOPE OF WORK

3.1 WORK PLAN

All written deliverables must be in native Microsoft Office (.doc or .docx format) and Adobe Acrobat format as specified by the DHHS. The vendor must provide the following based on the agreed upon Task Order scope, schedule and conforming to the project requirements:

3.1.1 Health and Safety Plan: while DHHS will not review Health and Safety Plans, the vendor will be responsible and should demonstrate its capabilities for assuring the health and safety of its personnel and subcontractors in accordance with applicable laws and regulations while performing work under this contract. Project specific Health and Safety Plans shall be developed in accordance with the requirements specified in the National Contingency Plan (NCP), including but not limited to 40 CFR 300.150.

DBS&A regularly develops project specific Health and Safety Plans (HASPs), and will do so in accordance with the requirements specified in the National Contingency Plan (NCP), including but not limited to 40 CFR 300.150. For instance, DBS&A has prepared project specific HASPs for our U.S. Environmental Protection Agency (EPA) Remedial Action Contract (RAC), in addition to other EPA contracts.

DBS&A is committed to providing safe and healthful working conditions for its employees, subcontractors, and visitors, emphasizing the following:

- ***All accidents and injuries are preventable.***
- ***No injury is acceptable.***
- ***Working safely is a condition of employment.***

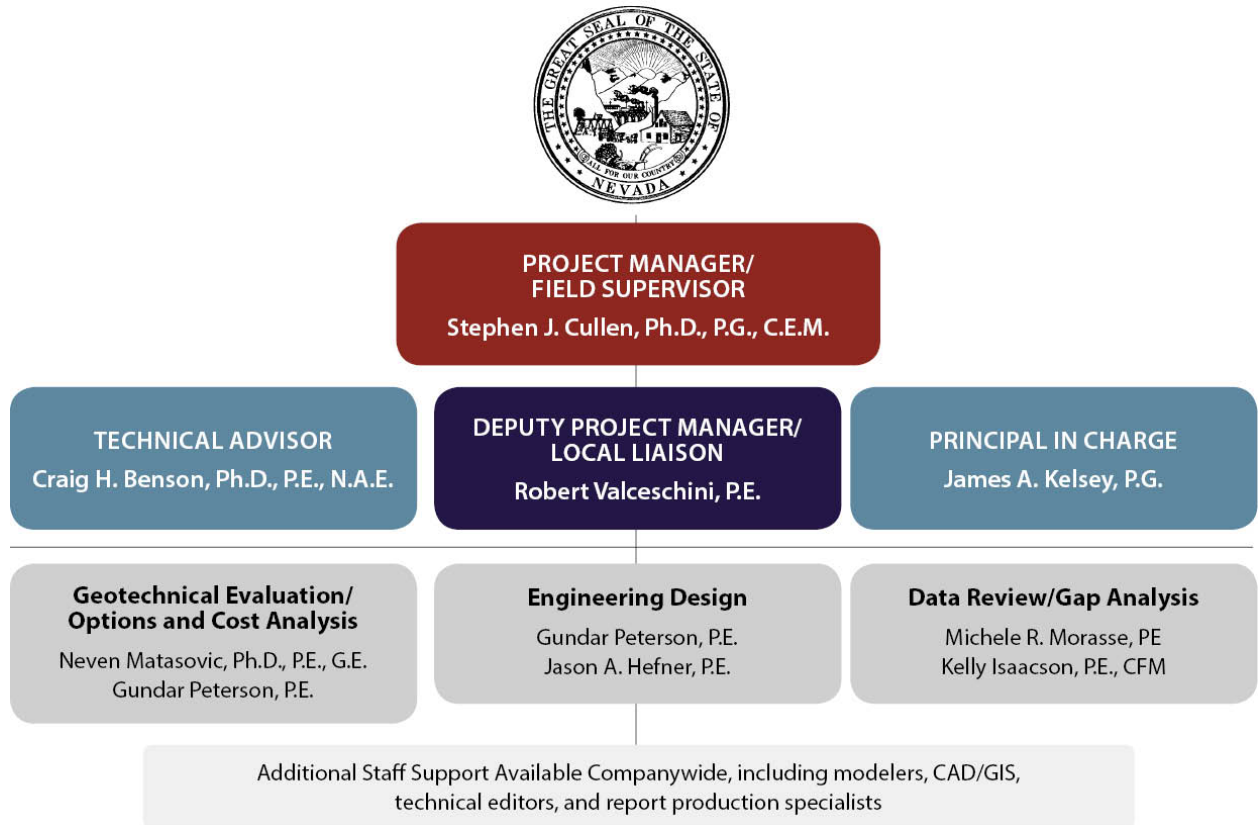
Management will create an environment where a genuine concern for safety is accomplished through example and involvement, providing proper training, equipment, and recognition. The company will establish, implement, and seek to continuously improve sound occupational health and safety policies and programs. Division leaders, project managers, site supervisors, and site safety officers will assume an active role in ensuring safety in the workplace and in monitoring employee, subcontractor, and visitor compliance with DBS&A's safety guidelines. Safe behavior and judgment will be considered essential measures of performance at all levels.

Each employee has the obligation to comply with safety procedures and to work safely. DBS&A encourages all of its employees to develop an attitude in which they take personal responsibility for the health and safety of themselves, fellow employees, subcontractors, and visitors. Employees cannot transfer their individual safety responsibility. If an employee determines during the course of work that he/she (and/or coworkers) is in an unsafe situation or is unsure of the safety requirements, the employee (and/or coworkers) are instructed to stop work until the safety issue is resolved.

3.1.2 An overall work plan will include roles and responsibilities, key personnel, and schedule for all work to be completed (Refer to Section 3.1.10 Work Plan Schedule), including a proposed Table of Contents for the Engineering Evaluation/Cost Analysis. Key subcontractors shall be named and include a brief description of their role on the project team. Project personnel and subcontractors must act in accordance with State regulations and the contract. The project manager and field team leader must be a Certified Environmental Manager registered with the State of Nevada in accordance with Nevada Administrative Code (NAC) 459.970 through 495.9729. In addition, Nevada Revised Statutes (NRS) require analyses for soil and groundwater samples at a site to determine the release of a hazardous substance, or investigate and cleanup a release be performed by a laboratory certified in accordance with

regulations administered by the NDEP (see NRS 445A.427 and NRS 459.501). For a full description of the laboratory certification program and required certification statements visit http://ndep.nv.gov/bca/cert_lab.htm.

DBS&A will develop an overall work plan according to the RFP Section 3.1.10 Work Plan Schedule. The work plan will include key personnel and roles and responsibilities, as depicted in the organizational chart below.



The work plan will also include a proposed Table of Contents for the EE/CA, similar to the following:

Executive summary

Site characterization

- ***Site description and background***
- ***Previous removal actions***
- ***Source, nature, and extent of contamination***
- ***Analytical data***
- ***Streamlined risk evaluation***

Identification of removal action objectives

- ***Statutory limits on removal actions***
- ***Determination of removal scope***

- *Determination of removal schedule*
- *Planned remedial activities*

Identification and analysis of removal action alternatives

- *Effectiveness*
- *Implementability*
- *Cost*

Comparative analysis of removal action alternatives

Recommended removal action alternative

3.1.3 Work plan to characterize the LLRW should include but is not limited to an evaluation of the historical records (available records are listed below), the site closure plan, groundwater monitoring reports, inventory of waste, incident reports, boring logs, and engineering reports. This should also include an evaluation and justification of whether any additional field investigation is necessary based on the review of the records and reports. The work plan shall also include input and direction from DHHS and the TAG. The vendor may proceed with the work plan after approval from the DHHS and the TAG. All available past documents and reports will be made available.

DBS&A reviewed all of the data provided and will perform a thorough review of the available documents listed below as well as other documents that may be brought to light during the review. The data and site history will be used to create a work plan that is protective of the environment and human health for the long term and during all phases of investigation, construction, and monitoring. At that time, we will evaluate the need and methods for additional characterization of the low level radioactive waste (LLRW).

It is our understanding that a substantial interim soil cover is being placed over the facility as a temporary system to provide erosional protection and proper drainage while other remedies are being reviewed and a final remedy selected and implemented. The material used for the interim cover is from a stockpile(s) of native soils that were derived during excavation of landfill cells by US Ecology Nevada (USEN) for the adjacent facility. DBS&A has experience working on the adjacent facility and, based on our knowledge of those materials, review of soil test results for the interim cover will be important in determining the need for additional field investigations. Based on our present knowledge of the project, it is likely the borrow material from the USEN site will be suitable to be used in the final cover. The work plan will discuss the need for investigation of density, physical, and hydraulic properties of the placed material to determine if the as-placed material may be adequate as either part of or the complete final cover. Input from the DHHS and the TAG will be solicited and incorporated into the plans at all major milestones.

3.1.3.1 Site Stabilization and Closure Plan for LLRW Management Facility, US Ecology Nevada, Inc., Beatty Nevada;

3.1.3.2 Historic documentation of site management during active operational period;

3.1.3.3 Site repair history: 2002, 2007, 2011 & 2015;

3.1.3.4 10-18-2015 Industrial fire & investigation <http://dps.nv.gov/uploadedFiles/dpsnvgov/content/media/SFM-BeattyIncidentReport.pdf>;

3.1.3.5 NRC NUREG CR-7028: Engineered Covers for Waste Containment: Changes in Engineering Properties and Implications for Long-Term Performance Assessment; <http://www.nrc.gov/reading-rm/doc-collections/nuregs/contract/cr7028/>

3.1.3.6 Field Hydrology of Landfill Final Covers with Composite Barrier Layers; by: William H. Albright; Craig H. Benson; and Preecha Apiwantragoon <http://www.dri.edu/images/stories/research/programs/acap/acap-publications/dri-acap-Albrightetal-Composite-Barrier-Layers-2013.pdf>; and

3.1.3.7 Post-construction changes in the Hydraulic Properties of Water Balance Cover Soils, by: C. H. Benson; A. Sawangsuriya; B. Trzebiatowski³ and W. H. Albright <http://www.dri.edu/images/stories/research/programs/acap/acap-publications/4.pdf>.

3.1.4 A work plan for any proposed additional field investigation: the proposal should fill any data gaps; this may include but is not limited to any field work proposed on sampling the existing waste, the existing cover, and borrow sources, including SOPs and data. The proposal shall also include a justification of how the additional field work will reduce cost for the overall project and better meet the remedial action and performance objectives versus selecting cover design based solely on reviewing the historical records and documents alone.

It is our understanding that a substantial interim soil cover is being placed over the facility as a temporary system to provide erosional protection and proper drainage while other remedies are being reviewed and a final remedy selected and implemented. The material used for the interim cover is from a stockpile(s) of native soils that were derived during excavation of landfill cells by USEN for the adjacent facility.

Based on our knowledge of the materials from working on the adjacent facility, a review of soil test results for the interim cover will be important in determining the need for additional field investigations; however, it is likely the borrow material from the USEN site will be suitable to be used in the final cover. The work plan will discuss the need for investigation of density, physical, and hydraulic properties of the placed material to determine if the as-placed material may be adequate as either part of or the complete final cover.

3.1.4.1 The work plan shall consider and address:

A. Possible contaminant releases to the general environment in groundwater, surface water, air, soil, plants, and animals, and

During DBS&A's review of documents, we will give special attention to possible releases that have been documented, and packaging, encapsulation, or burial methods that could lead to release of contaminants into the environment. USGS has been monitoring tritium in the area and was performing vegetation sampling on the intermediate cover to determine material uptake into the plants. This was being done to gather data before placement of interim cover material buries the plants. Results from this and past testing will be valuable for determining data gaps and future testing to fill those gaps, if needed. If releases are identified during document review, DBS&A will determine best practice methods for correction of the release (isolation, overpacking, reburial, treatment, engineering controls, etc.). Remedial action alternatives presented will take into account the contaminant phase released and where in the environment the release occurred: soil, groundwater, surface water, air, soil, flora, or fauna. Timing of the release may dictate the response as well.

B. Associated release mechanisms and pathways, including but not limited to, liquid-phase transport, gas-phase transport, explosion, and biological uptake.

DBS&A has expertise in determining timing of release, and if necessary, the ability to model scenarios, including coupled models of the vadose and saturated zone to determine and/or

confirm transport pathways. Our experts have been called upon many times over the past 30 years in support of environmental litigation to determine release timing and extent of contamination, using site-specific data for calibration, to establish remedial feasibility and objectives. At the Hanford Site in Richland, Washington, our experts participated in hypothetical release modeling from tanks and possible isolation scenarios if such a leak were to occur. Release mechanisms will be considered in the data review, but successful cover design is not specifically related to release mechanisms through the trenches except as contaminants may become upwardly mobile. If a proper cover is designed, constructed, and maintained, the chance that waste will be exposed to meteoric water resulting in contaminant transport due to liquid percolating through the cover will be mitigated. The pathways of concern related to this cover design are gas phase transport upward through the cover, biological uptake by plants, and herbivory by animals feeding on those plants. The potential explosion due to exposure to water should be mitigated. Other release mechanisms are due to waste packaging, burial methods, and possible reactivity with other materials buried in the same trench. Our expertise will enable us to properly address these mechanisms and pathways in the work plan.

3.1.4.2 The work plan shall consider and address the need for test plot(s) versus site-wide surcharge and analysis for differential subsidence. Procedural information for the selected method shall include, but is not limited to:

Trench configurations and interred waste are sufficiently heterogeneous as to make a field program to characterize subsidence and, in turn, the detailed quantification of potential differential settlement, impractical. Field observations to date reveal that the aerial extent of the problem areas, with respect to settlement, are relatively small when compared to the total area of the unit. If these areas are field tested for settlement and the results thereof applied to the entire unit, settlement will most likely be significantly over stated. Alternatively, it is anticipated that, upon review of trench configurations (length, width, depth) and the types of wastes (and containers) interred, the number of “typical” sections that would need to be tested in the field, to obtain representative results, would be impractical.

DBS&A will perform calculations to determine loads at specific areas of concern as determined by review of historic cover repair documentation. DBS&A will consider and address the need for test plot(s) versus site-wide surcharge to analyze and quantify differential subsidence, including procedural information for the preferred recommended method applicable for effective, safe closure of the site. DBS&A assumes that at the time of notice to proceed, NDEP will have already placed a variable thickness of additional soils over the LLRW that is essentially a site-wide surcharge. Based on our current knowledge of the site, we believe a thorough review of the data and proper consideration of available remedies during the EE/CA are likely to show site-wide surcharge to be a prudent path forward. Along with investigation of the placed additional soils materials, or review of as-built drawings and specifications, this approach can be the basis for future testing.

Our work plan approach is to develop an appropriately designed settlement monitoring plan for the interim soil cover. The monitoring plan will be based on identification of what may be considered critical areas from: 1) review of records, 2) areas that are documented to have

experienced detrimental settlement in the past, and 3) areas of the cover where performance will be particularly sensitive to (differential) settlement.

A. Identifying the analytical devices (if any) used to measure the subsidence, and

Our work plan will identify and specify analytical devices and an approach to measure subsidence. Predicted expected subsidence will be calculated from evaluation of materials in the trenches and historic site observations and areas which have been repaired. A site-wide method, such as standard survey or a fixed point LiDAR placed on an elevated position (such as Trench 11 if permission can be obtained), could be used to determine large-scale settlement and changes in the cover position or material loss. Other methods, such as strain gauges, inclinometers, or TDR can be used to measure changes in areas where more acute settlement is expected. Whatever method(s) is selected, DBS&A's work plan will incorporate observation and regular site walks as part of any proposed remedy and as part of a post closure maintenance plan. Unexpected settlement may occur, based on specific trench contents, and must to be identified promptly, especially in the first years after placement of the surcharge. These methods and others will be revised and the most simple, economical methods selected and placed.

B. Identifying and detailing the dimensions, location(s), peak load(s), and timeframe to complete the surcharge testing and analysis.

As stated earlier, basic calculations can be done to estimate loads and timeframes for complete consolidation. Repairs have been occurring more frequently over time (indicating a change in subsurface conditions); this will be factored into the assessment, in addition to interviews with site personal to determine whether there are additional areas of concern. We do not propose to perform surcharge testing per se at the site; therefore, there is no timeframe for surcharge testing and analysis in our approach to the project. We will evaluate the performance of the interim cover to assess settlements that may occur as a result of the loads applied, however. If areas of settlement are measured, data on the magnitude of settlement, aerial extent of impacted area(s), and time rates of settlement will be incorporated into the final remedy.

3.1.4.3 The work plan shall identify and consider the preservation of current USGS research at the LLRW Site and address the efforts with respect to:

A. Providing as-needed assistance in the harvest of existing plants for biomass and chemistry analyses, and

B. Providing options (if any) for the proper incorporation of research instruments that will be used to investigate subsurface conditions and contaminant-transport processes in the cover.

Our work plan will, to the extent practicable, preserve the extensive work performed by the USGS at the site, and our team will support the USGS in its site activities for current and future tasks. As approved by DHHS, we can provide field support for ongoing USGS vegetation testing. Additionally, if instrumentation is installed as part of long-term performance monitoring, the data collected will provide valuable information on subsurface water flux, which is likely the dominant process for contaminant transport at the site. The work that the USGS is performing is certainly providing some measure of the performance of the existing cover system. If we continue working on the next phase, we will use the results of the USGS's extensive research into meteoric water movement within the vadose zone at the site to assist in

development of our proposed final cover design and cover performance monitoring program. If performance monitoring of the cover is required, some integration/correlation of the new cover data with historic and ongoing USGS data should be performed.

3.1.4.4 The work plan shall identify the need for a surface imaging. Address applications and techniques (terrestrial LiDAR, conventional topographic survey or other techniques) to document initial conditions and post-construction topographic changes to the LLRW-Site cover that are caused by, but not limited to, subsidence and erosion, and provide a plan, with frequencies, to develop and implement (terrestrial LiDAR, conventional topographic survey or other techniques) measurements.

The work plan will evaluate the most effective methods for current and ongoing evaluation of subsidence and erosion at the site. The evaluation will include technical, labor, and cost factors and provide DHHS with the most technically robust and cost effective method for ongoing assessment of conditions at the LLRW. Site conditions will be fully evaluated at the time of notice to proceed. The presence of the newly placed interim cover material will present significantly different site conditions than existed during the fire event and site tour. With the imported material placed, the change in surcharging, compaction, and density will require more widespread monitoring, in addition to specific portions of the cover identified in historical and repair documents.

We will prioritize areas of the cover for more monitoring. For example, areas that are directly above areas that have historically exhibited settlement and areas that would be more prone to ponding water will receive a more detailed monitoring scheme than for instance a consistent 5-percent slope in an area that has been historically stable.

3.1.4.5 The work plan shall also include input and direction from DHHS and the TAG. The vendor may proceed with the work plan after approval from the DHHS and the TAG.

DBS&A will incorporate feedback provided by DHHS and the TAG into the final work plan. DBS&A will proceed with the work plan once approval is given by DHHS and the TAG and will continue to garner input from DHHS and the TAG on all future phases of the project, as necessary.

3.1.5 Completion of a Draft EE/CA, including field investigation report and evaluation of anticipated differential waste settlement and further development of anticipated cover design performance objectives The RAOs gave the SOW clear direction toward field implementation and a measurable final outcome.

The Draft EE/CA should incorporate the following elements:

3.1.5.1 Identification of remedial action objectives.

DBS&A will identify and define remedial action objectives (RAOs) as part of development of the EE/CA. As an example, we have participated in review and finalization of objectives for large-scale projects such as the Questa Mine Closure project. This project had a variety of contaminants, impacted media and exposure pathways to consider in RAO development.

3.1.5.2 Further development of the following performance objectives:

A. The design life of the cover will be a minimum of 100 years.

DBS&A will prepare the cover design anticipating a minimum 100-year design life. DBS&A has used EPA and other guidance to design covers at other facilities that meet functional long-

term goals of greater than 1,000 years, for instance, at US Ecology Washington. Design considerations include a wide variety of topics from material durability, to minimization of ongoing maintenance to hazard communication, all on time scales of hundreds of years.

B. The cover will be designed for a 100 year 24 hour storm event (Please refer to 40 CFR 122.26(b)(14)(V) and 40 CFR 258.26 for guidance, and note that the DHHS is requiring the storm event to be a 100 year 24 hour event instead of the cited 25 year 24 hour event) and other climatic events that may affect the cover's integrity and performance.

As part of the EE/CA, our team will evaluate the 100-year/24-hour storm event for the cover and associated stormwater infrastructure. The design storm event will be determined using the most current and accurate data available from NOAA 14 or a similar source. Design flows will be determined by applying the design storm to subareas and computing peak and total discharges using standard methods appropriate to the scale of the site (SCS TR-55 or similar). Due to the relatively small size of the site, peak flow and discharge should be sufficient for design purposes. Complex routing of flows should not be necessary.

C. Preliminary design of the runoff management system should be planned in conjunction with the USEN HW storm water management system.

DBS&A's EE/CA will incorporate coordination with DHHS and USEN to properly manage runoff from the cover in conjunction with existing storm water features both at the LLRW and USEN sites. We have provided storm water design at other USE sites, and they are familiar with our work. As much as practical, we will minimize the impact of the drainage system developed for the site on existing infrastructure.

At the Rio Rancho landfill site in New Mexico, DBS&A evaluated failing portions of an existing storm water management system, designed improvements and minimized costly modifications to existing structures. Ideally, there will be no need to increase the flow capacity of existing systems. We are experienced at incorporating new and existing facilities into one successful storm water management system.

D. Minimize any future subsidence to prevent future formation of cracks that could allow rainwater to come into contact with waste.

DBS&A will develop the EE/CA taking into account the need to minimize crack formation, provide guidance for maintenance and repair of the cover, and prevent infiltration of meteoric water into the waste. If there are areas that may be more prone to cracking due to differential settlement, mitigating measures will be incorporated into the design.

E. Assessment of the cover integrity with consideration of seismic history in the area.

DBS&A will address seismic considerations as part of the evaluation of remedial alternatives, in accordance with standard industry practices. DBS&A has performed this, or performed third-party review of these design calculations at other waster repositories in similar settings in Colorado, Idaho, and New Mexico.

F. Minimal long term maintenance to the extent that can be expected, including but not limited to; erosion and subsidence control.

In our analysis of alternatives, DBS&A put emphasis on remedial design options that maximize site resources, such as ample borrow material, to provide a robust final cover. Additionally, we will provide guidance for assessment, maintenance, and repair of erosion and

subsidence. Our recommended design alternatives will minimize these issues to the extent possible.

It is anticipated that vegetation will not be an effective erosion preventative measure, in the short- to medium-term, at this site. We anticipate an ultimate final cover grading scheme that incorporates intercepting, low-slope drainage swales and/or down chutes perpendicular to the slope coupled with hard armoring and energy dissipation. These features provide long-term, robust and effective methods of managing high intensity events common in the arid West.

3.1.5.3 Identification and analysis of the remedial action alternatives. The analysis should include:

- A. Effectiveness
 - 1. Protectiveness of public health and community.
 - 2. Protectiveness of workers during implementation.
 - 3. Protective of the environment.
 - 4. Ability to achieve performance objectives.

As part of our alternative evaluation, DBS&A will ensure that protectiveness of the public, site workers, and the environment are paramount. The final selected alternative will result in a safe final cover that achieves the project objectives.

- B. Implement ability
 - 1. Technical Feasibility.
 - 2. Availability of Equipment and Materials.
 - 3. Availability of appropriate borrow source materials.

The alternatives evaluated as part of the EE/CA will assess the technical feasibility of each with respect to industry standards and specific site constraints. In addition to evaluation of the data available for the borrow source, a borrow material assessment will be performed to augment this data. We have extensive experience in managing similar projects from planning and performance criteria definition, through permitting, construction and post-closure and care. We have the experience, knowledge and staff to develop a work plan that is protective of human health and the environment, constructible, cost-effective and will receive the confidence of the public.

- C. Cost
 - 1. Capital cost.
 - 2. Long term operation and maintenance cost.
 - 3. Present worth cost.

The alternatives assessment will evaluate both the capital and continuing annual operation and maintenance (O&M) costs as part of a present worth evaluation. These costs will be used as a part of the alternative evaluation process. We will communicate with local contractors and USEN personnel to develop costs appropriate for the site and we will account for prevailing wage rates where/if required.

D. The engineering evaluation should review multiple several different alternatives for the cover designs including but not limited to evapotranspiration designs, and designs that employ hydraulic barriers (geomembranes, geocomposites, GCL, etc.). The engineering evaluation may consider the potential benefits associated with static surcharging, dynamic compaction and/or grouting the subsurface materials.

The evaluation will include a variety of cover approaches, including those outlined above, factoring in constructability, ability to minimize subsidence and maintenance, and provide a long-term, cost-effective cover for the LLRW. We have reduced the post closure maintenance costs on numerous cover systems in arid environments. Reduced costs can be achieved through proper storm water system design, proper sloping and revegetation of cover areas, and focused maintenance and repair plans. This allows for a reduction in costs from import of fill and effort in placement of repair areas. Through that experience we are able to incorporate features into the design that are effective in reducing long-term maintenance costs.

3.1.6 Completion of a Final EE/CA prepared in response to comments from the TAG.

DBS&A will address comments from the TAG and include the response and any modifications as part of the final EE/CA.

3.1.7 Preparation of graphics and outreach materials for a public meeting on the Proposed Plan describing the preferred alternative selected by DHHS and the TAG.

It is unclear to us whether the RFP specifies development of draft and final work plans for public outreach materials (as shown in Attachment H and in the schedule in Section 3.1.10) or development of the materials themselves as specified in Section 3.1.7 above. Therefore, DBS&A has included a modest budget that can be used to develop the draft and final work plan or to provide support for outreach; we will work with you to meet the public involvement needs of the project. DBS&A's design professionals have extensive experience providing support for agencies in public hearings and meetings. For instance, our staff led a number of community meetings for a project that involved treated water from a Superfund site being blended and used as part of a public water supply. Our public involvement process educated residents and developed community support for a project that preserved a precious water resource and ensured a safe drinking water supply.

3.1.8 Monthly Progress Reports and Invoices to include:

3.1.8.1 Excel Spreadsheet of active Task Orders and remaining budget; and

3.1.8.2 List of submittals completed under each Task Order.

DBS&A will provide monthly updates on project progress of both scope and budget to the State's project manager. Additionally, DBS&A will keep communication open on a more frequent basis by email and phone to ensure the State and other stakeholders are kept up to date on the project status and important milestones or decision points.

3.1.9 Document meeting summaries and descriptions of action items and responsibilities.

We will provide summaries and meeting notes from in person and remote meetings containing action items, the party responsible for the actions, and associated time frames and deadlines.

3.1.10 The schedule submitted in the overall work plan shall incorporate the following deadlines:

Deliverable	Due Date
Overall Work plan	30 Days from contract Award
Work plan to characterize the LLRW	30 Days from contract Award
Work plan for additional field investigation	45 Days from approval of the Overall Work plan

Draft EE/CA	90 Days from approval of the Overall Work plan
Final EE/CA	30 Days after comments on the Draft EE/CA from DHHS/TAG are provided
Draft Work plan for public outreach materials	Shall be provided with Draft EE/CA
Final Work plan for public outreach materials	Shall be provided with Final EE/CA

3.1.10.1 The schedule to be submitted in the Overall Work plan shall include the following elements:

- A. A Gantt chart will be provided;
- B. Deadlines for all the deliverables stated in Section 3.1.10;
- C. Deadlines for all field work to be completed; and
- D. The vendor will provide an updated schedule to the DHHS every 2 weeks.

DBS&A agrees with the schedule provided and will include the highlighted durations and deadlines in addition to other important items, such as field work, in a Gantt chart schedule to DHHS using Microsoft Project or similar software. This schedule will be updated for actual conditions every two weeks and provided to allow for project tracking.

3.2 TECHNICAL SUPPORT

3.2.1 Provide technical support and assistance to DHHS through project management, planning, scheduling and support, including:

- 3.2.1.1 Participation in monthly vendor performance review meetings as requested by DHHS.
- 3.2.1.2 Participation in weekly conference calls regarding progress updates.
- 3.2.1.3 Document review and comment schedule tracking.
- 3.2.1.4 Subcontractor scheduling and oversight.
- 3.2.1.5 Attendance at technical meetings pertaining to the Site.
- 3.2.1.6 Selection and reservation of meeting space.
- 3.2.1.7 Arrangement for and conduct of site tours and meetings.
- 3.2.1.8 Assisting the Community Involvement Program related to the project.
- 3.2.1.9 Preparation and revision of meeting minutes.

DBS&A will provide technical support to DHHS from initiation through completion of the project. We will participate in regular performance reviews, and progress and technical meetings (both on and off site), site tours, and assistance with public involvement. Our staff will assist DHHS with project tracking and coordination tasks, provide document review support, and other items as needed to make the project a success.

4. COMPANY BACKGROUND AND REFERENCES

4.1 Vendor Information

4.1.1 Vendors must provide a company profile in the table format below.

Question	Response
Company name:	Daniel B. Stephens & Associates, Inc.
Ownership (sole proprietor, partnership, etc.):	Wholly-owned subsidiary of Geo-Logic Associates, Inc. (GLA)
State of incorporation:	New Mexico
Date of incorporation:	January 27, 1986
# of years in business:	30
List of top officers:	DBS&A President: James A. Kelsey, P.G. DBS&A/GLA CEO: Gary Lee Lass, P.G. GLA President: Nicole T. Sweetland, Ph.D., P.G.
Location of company headquarters:	Albuquerque, New Mexico
Location(s) of the company offices:	Albuquerque, New Mexico; Sparks, Nevada; Durango and Lakewood, Colorado; Austin and Lubbock, Texas; Newport Beach, Santa Barbara, Oakland, Ontario, San Bernardino, San Diego, Anaheim, Morgan Hill, Grass Valley, and Petaluma, California; Phoenix and Tucson, Arizona; Beaver Dam and West Bend, Wisconsin; Bend, Oregon; Lima, Peru
Location(s) of the office that will provide the services described in this RFP:	Albuquerque, New Mexico; Santa Barbara and Anaheim, California; Sparks, Nevada
Number of employees locally with the expertise to support the requirements identified in this RFP:	61
Number of employees nationally with the expertise to support the requirements in this RFP:	145
Location(s) from which employees will be assigned for this project:	Albuquerque, New Mexico; Santa Barbara and Anaheim, California; Sparks, Nevada

4.1.2 Please be advised, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

So advised.

4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>.

Question	Response
Nevada Business License Number:	NV20101755686
Legal Entity Name:	Daniel B. Stephens & Associates, Inc.

Is "Legal Entity Name" the same name as vendor is doing business as?

Yes	X	No	
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If "No", provide explanation.

4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

So advised.

4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	X
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If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	N/A
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

4.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	X
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If "Yes", please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

4.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP must also be disclosed.

Does any of the above apply to your company?

Yes		No	X
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If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

Question	Response	
Date of alleged contract failure or breach:	N/A	
Parties involved:		
Description of the contract failure, contract breach, or litigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

4.1.8 Vendors must review the insurance requirements specified in Attachment E, Insurance Schedule for RFP 3271. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in Attachment E.

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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Any exceptions and/or assumptions to the insurance requirements must be identified on Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful vendor must provide the Certificate of Insurance identifying the coverages as specified in Attachment E, Insurance Schedule for RFP 3271.

Upon contract award, DBS&A will provide the Certificate of Insurance identifying the coverages as specified in Attachment E, Insurance Schedule for RFP 3271.

4.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP including but not limited to the following: (Limit response to no more than five (5) pages).

Please provide a description of your firm including: the current organizational structure and any offices or sister companies currently operating in Nevada.

DBS&A is an affiliate of Geo-Logic Associates, Inc., an employee-owned company. DBS&A has access to 200 professionals and 21 offices in the U.S. and abroad, including an office in Sparks, Nevada. DBS&A is a wholly-owned subsidiary of GLA operating as a New Mexico incorporated company. DBS&A and GLA are managed separately, but both firms have access to resources throughout the GLA family of companies.

Describe your firm's experience with researching and developing an EE/CA for LLRW cap designs and repairs.

Private-sector and government clients have specifically sought DBS&A's expertise in design, design review, and repair of caps at legacy sites throughout the arid west. DBS&A is currently performing expert review for the EPA of the Non-Time Critical Removal Action at the Northeast Church Rock uranium mine and mill site. This includes review of the EE/CA remedies and the selected option as it moves toward implementation. DBS&A professionals are reviewing borrow material studies, storm water designs, modeling, wind and water erosion evaluations, and overall cap design with a 1000-year design life.

DBS&A has performed similar EE/CA-type evaluations in the private sector. Our proposed team members met with stakeholders at US Ecology LLRW sites in both Washington and Idaho to present feasibility studies and cover design analysis, including borrow material studies for three ET covers designed for the Idaho facility and a hybrid ET, geosynthetic design at the Washington facility.

At Rocky Mountain Arsenal, DBS&A was brought in to perform bench-scale laboratory testing as part of an evaluation of cover alternatives to meet remedial action objectives to settle an impasse between regulators and contractors regarding the final cover design. Test results were accepted by both parties and the project moved forward using the recommended composite ET cover as the final design. DBS&A has completed similar closures at legacy mine sites in New Mexico, Nevada, and Colorado.

Our proposed technical advisor, and DBS&A on-call employee, Dr. Craig Benson has been involved in LLRW cover research and design for 30 years and authored two formative Nuclear Regulatory Commission Regulatory Guide (NUREG) documents on cover design for LLRW (NUREG/CR-7028, Engineered Covers for Waste Containment; NUREG/CR-7200, Influence of Coupling Erosion and Hydrology on the Long-Term Performance of Engineered Surface Barriers). He was the co-principal investigator on EPA's Alternative Cover Assessment Program, and is the lead technical expert supporting cover design for LLRW and MW facilities for the DOE. He is also the co-author of the

book Water Balance Covers for Waste Containment: Principles and Practice (ASCE Press 2010), which is based on a guidance document developed for EPA. Dr. Benson is committed to the team for design input. He will also be available for instrumentation installation if that monitoring option is selected.

Our proposed geotechnical evaluation/options analysis task leader, Dr. Neven Matasovic, is presently working on evaluation of engineering alternatives for the BKK Class I Landfill, a hazardous waste landfill in southern California. The site is on the path to closure under the EE/CA process. The \$2.3 million Stability Analysis Work Plan (SAWP) has been managed by Dr. Matasovic since its inception. His work includes development of a detailed work plan for field investigation, analytical work (stability evaluations), and regulatory interface with the California's Department of Toxic Substances Control (DTSC). The final SAWP, scheduled for completion in December 2016, will contain a description of the site closure approach, including the completed and proposed site characterization efforts, in-situ and laboratory testing, interpretation of the test results, seismic hazard assessment and development of design ground motions, methods of analysis, development of input parameters, and stability criteria that are required to demonstrate static and seismic stability of the landfill. Dr. Matasovic is presently working on an evaluation of engineering alternatives that include an improvement of the existing soil cover, construction of an ET cover, and/or construction of a composite landfill cover.

Another key benefit DBS&A brings to the EE/CA process is our internationally recognized Soil Testing and Research Laboratory. DBS&A's lab routinely conducts the soils analyses that are critical to evaluating cap design alternatives, feasibility, and costs.

[What experience does your firm have with LLRW sites? Including cap design and remediation.](#)

The DBS&A team has extensive experience working at LLRW and other sites, including cap design and remediation; key examples include:

- *Under contract to US Ecology Washington, Inc. (USEW), DBS&A, led by Jim Kelsey, completed the engineering design for the 42-acre final cover over the closed waste disposal trenches at the US Ecology LLRW facility, including phased implementation and surcharging to accelerate consolidation of the waste. DBS&A initiated the work by establishing design criteria and demonstrating cover performance. The completed design includes construction plans, specifications, contract documents, and a construction quality assurance (CQA) plan.*
- *Dr. Benson evaluated the impact of differential settlement on efficacy of final cover at Energy Solutions' Barnwell Disposal Facility in Barnwell, South Carolina. This included assessment of engineering properties of barrier materials within the cover that were exposed to large distortions due to differential settlement of underlying LLRW.*
- *Dr. Benson led the Engineered Barriers Working Group charged with evaluating the long-term efficacy of cut-off walls, liners, and covers deployed and proposed for containment of LLRW and MW at DOE's West Valley, New York, facility.*
- *Dr. Benson evaluated impacts of deficiencies in waste compaction and potential impacts on waste settlement and cover performance for the DOE's Environmental Restoration Disposal Facility in Hanford, Washington, and designed large-scale field test to monitor waste settlement and evaluated data from the field test. Methodologies developed are now used as standard operating procedure for waste placement at ERDF.*

- *Dr. Benson chaired the Independent Technical Review Committee for On-Site Disposal Facilities commissioned by the DOE. The committee made recommendations regarding best practices to ensure long-term performance, practical maintenance, and regulatory compliance at all on-site disposal facilities for LLRW and MW operated by the DOE.*
- *Dr. Benson is also currently reviewing sources of pore water pressure build up beneath liner for the DOE's Environmental Management Waste Management Facility for LLRW and MW in Oak Ridge, Tennessee, including assessing impact on performance of the facility and making recommendations for future monitoring.*
- *Dr. Benson is also currently conducting assessment regarding long-term performance and engineering properties of engineering barriers used for covers and liners at the saltstone disposal facility at the DOE's Savannah River Site.*
- *Mr. Kelsey developed a cover design, and performed construction inspection and performance monitoring services at the US Ecology RCRA Facility in Idaho.*
- *Mr. Kelsey reviewed lysimeter design, and performance monitoring services at US Ecology's RCRA Facility in Beatty, Nevada.*
- *Mr. Kelsey, Mr. Peterson, and Ms. Isaacson performed CQA testing of an ET landfill cover at Kirtland Air Force Base in New Mexico for the U.S. Army Corps of Engineers.*
- *Mr. Kelsey and Mr. Peterson performed long term performance monitoring and installation of three lysimeters at three ET landfill covers at Kirtland Air Force Base in New Mexico for the Department of Defense.*
- *Mr. Kelsey, Mr. Peterson, and Ms. Isaacson performed a legacy waste investigation cover borrow soil survey for 12 waste disposal sites, and mixed waste landfill design at Los Alamos National Laboratory.*
- *Mr. Kelsey reviewed performed a water balance study to examine shallow subsurface water intrusion into the waste facility at the Waste Isolation Pilot Plant, and recommended a solution to this problem.*

Describe your firm's experience with differential subsidence at a LLW and/or other waste facility.

Our engineers are adept at designing cover systems in arid environments similar to the Beatty LLRW site. At the USEW facility, DBS&A's design used static surcharging to preload trench areas to induce and accelerate settlement to limit differential subsidence to the degree possible. The final design took into account the possibility of differential subsidence by including additional thickness and slope modifications in areas expected to experience changes in grade due to subsidence. Prescriptive monitoring and repair plans are created to minimize the post-closure monitoring time period.

As advisor for Michael M. Fordham's thesis "The Estimation of Waste Settlement at the Area 3 and Area 5 Radioactive Management Site, Clark County, Nevada," Mr. Robert Valceschini assisted in developing a stochastic procedure for estimating the settlement of the cover at the DOE's LLRW landfill facilities at the Nevada Test Site. The work included estimating the effects of collapse, raveling and rat-holing of intermediate soil cover layers, buckling and crushing of containers, and corrosion and biodegradation of containers. Extensive unsaturated laboratory testing was performed on samples of soil obtained from the site. The laboratory testing resulted in the development of the complete constitutive surface of the soil, which allowed estimation of volume changes along any wetting path, stress path, or combination thereof. Mr. Valceschini assisted in coupling the results of this research

with parallel research to estimate infiltration of precipitation into the cover specifically as a result of ponding in depressions caused by settlement and cracking of the cover caused by estimated differential settlement.

Dr. Benson evaluated impacts of deficiencies in waste compaction and potential impacts on waste settlement and cover performance for the DOE's ERDF in Hanford, Washington. He designed a large-scale field test to monitor waste settlement and evaluated data from the field test. Methodologies developed are now used as standard operating procedure for waste placement at ERDF. Dr. Benson also evaluated the impact of differential settlement on efficacy of a final cover at Energy Solutions' Barnwell Disposal Facility in Barnwell, South Carolina. This included assessment of engineering properties of barrier materials within the cover that were exposed to large distortions due to differential settlement of underlying LLRW. For a water balance cover (aka ET cover) being installed at the Energy Fuels uranium mill near Blanding, Utah, Dr. Benson is providing design, evaluation, and construction support, including hydrological modeling, contaminant transport assessment, settlement prediction, and design, installation, and construction of a full-scale test section to demonstrate cover performance.

Describe your firm's experience with evaluating and/or implementing static surcharge, dynamic surcharge, or grouting to facilitate remediation at a LLW and/or other waste site?

DBS&A has used in situ grouting for liquid contaminant isolation during a large soil excavation and removal action. The excavation required the injection of grout to a depth of 40 feet to form a barrier that completely surrounded the area of soil to be removed for a two-story underground parking garage.

DBS&A's design at the USEW facility included static surcharging to preload trench areas to induce and accelerate settlement to limit differential subsidence to the degree possible. The final design took into account the possibility of differential settlement by including additional thickness and slope modifications in areas expected to experience changes in grade due to subsidence. Prescriptive monitoring and repair plans were created for a minimal post-closure time period.

As part of the SAWP task at the BKK Class I Landfill site, Dr. Matasovic is analyzing the completed and proposed site characterization efforts, in-situ and laboratory testing, interpretation of the test results, seismic hazard assessment and development of design ground motions, methods of analysis, development of input parameters, and stability criteria that are required to demonstrate static and seismic stability of the landfill, including of waste prism and of existing landfill cover.

Dr. Benson designed a large-scale field test to monitor waste settlement at the DOE's ERDF with the purpose of addressing potential impacts of waste settlement on cover performance. He evaluated data from the field test and confirmed suitability of contractor's compaction method. Methodologies developed are now used as standard operating procedure for waste placement at ERDF.

What is your firm's experience with geosynthetic, ET, or composite covers?

DBS&A has designed covers to close a large number of cells at sites throughout the western U.S. Designs have included geosynthetics, geotextiles, monolithic ET, and composite covers. Team members have published and presented on the subject. Some more notable items include:

- *Robert Valceschini, P.E., authored a State of the Art Report for the NDEP Bureau of Solid Waste while working for University of Nevada, Reno.*

- **Robert Valceschini, P.E., designed the ET covers for the Lockwood Regional Landfill in Storey County, Nevada.**
- **Robert Valceschini, P.E., designed the ET covers for Chemical Waste Management's hazardous waste landfill in Arlington, Oregon.**
- **Robert Valceschini, P.E., designed the ET cover for Waste Management's Altamont Landfill in Alameda County, California.**
- **Proposed principal-in-charge, James A. Kelsey, P.G., has been awarded several patents, including a patent for an alternative landfill cover developed in partnership with the U.S. DOE.**
- **Proposed engineer, Gundar Peterson, P.E., provided engineering support for the plans and specifications for the ET final cover for the USEW LLRW Facility at Hanford, Washington.**
- **Both Mr. Kelsey and Mr. Peterson were invited to present a series of short courses on design, borrow materials laboratory testing, construction, and monitoring of water balance final cover designs internationally, and tested the feasibility of this technology at two facilities in New South Wales and Queensland, Australia.**
- **Dr. Benson led the Alternative Cover Assessment Program (ACAP) with Dr. Bill Albright (DRI) for EPA. ACAP was the formative study related to modern design and performance assessment of conventional and alternative covers (water balance covers or ET covers) that led to many of the design methods, monitoring methods, and construction recommendations currently in use today.**

Describe your firm's experience in identifying and analyzing environmental release mechanisms identification and analysis?

DBS&A has expertise in determination of timing of release, and if necessary, the ability to model scenarios that include coupled models of the vadose and saturated zone to determine and/or confirm transport pathways. Our experts have been called upon to provide expert technical support for environmental litigation cases over the last 25 years to determine release timing and extent of contamination, using site-specific data for calibration, to establish remedial feasibility and objectives. At facilities such as the Hanford Site in Richland, Washington, our experts participated in hypothetical release modeling from tanks and possible isolation scenarios if such a leak occurred.

Does your firm have experience in release mechanism identification and analysis?

Yes, as described above. We have evaluated source and release times for contaminant releases for numerous projects.

Does your firm have questions, concerns, or feedback regarding the contract?

In section 21, we would like the contract to reflect ownership transfers once payment in full is received.

Describe your firm's experience with the technologies (LiDAR), scope of work, and site remediation approaches described in the SOW.

We are familiar with the technologies mentioned in the scope of work (SOW), including LiDAR, and their applications and limitations. DBS&A is familiar with all approaches described in the SOW as described within Section 3.1.4.2 A. During the document review and EE/CA we will determine which will be most useful addressing in the situation at the site.

What experience does your firm have with alkali metals or how such metals might react in the subsurface over the long-term to different or changing environmental conditions (chemical, moisture/saturation content, etc?)

DBS&A has the geochemical experience to understand and to predict the behavior of the alkali metals, including lithium, sodium, potassium, rubidium, cesium, and francium. In groundwater, these metals tend to form monovalent ions and may form complexes with carbonate or sulfate in solution. The chemistry of metals is strongly influenced by the pH and oxidizing-reducing conditions in

groundwater. These parameters control the adsorptive behavior of iron-mineral coatings on aquifer sediments or clay minerals present as sediment coatings or in the primary lithology. These minerals have the capacity to adsorb or release metals into the groundwater. The solubility of these metals is usually controlled by minerals in the aquifer instead of the solubility of a mineral phase bearing the alkali metal. Geochemical modeling software includes the alkali metals in readily available thermodynamic databases, and their behavior as well as other constituents in solution may be calculated using software such as Geochemist’s Workbench or PHREEQC.

4.1.10 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

DBS&A and its sister company, GLA, are international leaders in the design of ET covers for arid regions. For more than 20 years, we have studied the feasibility, designed, performed CQA, and monitored the effectiveness of ET covers based on site-specific conditions to provide improved cover performance, erosion control, and reduce long-term maintenance concerns. We have gained regulatory approval of this design by demonstrating its success at mines sites and waste facilities in the U.S. and internationally.

4.1.11.1 Financial information and documentation to be included in Part III, Confidential Financial Information of vendor’s response in accordance with Section 9.5, Part III – Confidential Financial Information.

4.1.11.2 Dun and Bradstreet Number:

18-257-3196

4.1.3.2 Federal Tax Identification Number:

85-0341157

4.2 SUBCONTRACTOR INFORMATION

4.2.1 Does this proposal include the use of subcontractors?

Yes		No X	
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If “Yes”, vendor must:

4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors must:

A. Describe the relevant contractual arrangements:

N/A

B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and

If subcontractors are needed based on the data review and the outcome of the EE/CA, proposed project manager, Dr. Stephen J. Cullen, P.G., C.E.M., will establish and implement a communication plan with each subcontractor as part of our work order agreement, which defines the scope, schedule, and budget for the proposed work. Prior to work initiation, task-specific work orders are assigned to subcontractors, approving the subcontractor scope of work. At this time, DBS&A intends to have no subcontractors. Dr. Craig Benson will be employed as an on-call employee for DBS&A.

C. Describe your previous experience with subcontractor(s).

4.2.1.3 Vendors must describe the methodology, processes and tools utilized for:

A. Selecting and qualifying appropriate subcontractors for the project/contract:

All subcontractors (if needed) are thoroughly vetted by DBS&A prior to the approval of a subcontractor work order. This includes verification of qualifications, relevant licensing, insurance, and a reference check.

B. Ensuring subcontractor compliance with the overall performance objectives for the project;

As DBS&A's principal-in-charge, Mr. Kelsey is responsible for programmatic issues in coordination with both the State's and DBS&A's project manager. As DBS&A's project manager, Dr. Cullen will communicate regularly with the State's project manager regarding the project milestones and identification of any project issues that may affect the scope and schedule. Dr. Cullen will keep Mr. Kelsey apprised of each tasks' progress, milestones achieved, and budgetary issues, and communicate with the project team, delegating to and managing the work of technical staff. Dr. Cullen's experience with managing field teams on remediation projects will help to ensure that tasks stay in compliance with the project scope, schedule, and budget, or deviations are addressed quickly.

C. Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and

As the prime contractor, DBS&A will ensure that any subcontractors provide the same high level of quality that we expect from our staff and that they are apprised of budgetary and scheduling issues, if subcontractors are needed in the future. We will ensure that our team members know their roles and responsibilities, and encourage and rely on regular, direct, and open communication at all levels. DBS&A has successfully implemented this management structure and associated lines of communication for other contracts being performed for the EPA, Texas Commission on Environmental Quality, and New Mexico Environment Department.

If necessary, DBS&A will establish a communication plan with our subcontractor, which will define the scope, schedule, and budget for the proposed work. Dr. Cullen will review all data collected and documentation prepared by subcontractors for accuracy, completeness, and consistency. Prior to work initiation, task-specific work orders are assigned to subcontractors, approving the subcontractor scope of work. The subcontractor costs will be entered into the specific project record using DBS&A's Deltek Vision 7.4 accounting system and will be entered into and tracked to verify compliance with the work plan and schedule. These costs are managed in the same manner as the other direct costs for the project.

We have scoped and developed costs to produce all of the planning materials listed in the SOW, including the HASP and QAP. The reports will be developed by the relevant key personnel assigned to each role on our project team organization chart under the supervision of our project manager, Dr. Cullen, and with technical review by principal-in-charge, Mr. Kelsey. In addition, DBS&A employs professional editors to provide final review for grammatical and document clarity and consistency prior to submittal to and review by the State. All documents will be delivered to the State in draft form. The State's comments and edits will then be incorporated into final documents and resubmitted for approval prior to initiation of work at the site.

DBS&A has a reputation for production of high-quality environmental documents. Our team's experience with producing these types of documents for other governmental and DOE projects will ensure that these planning materials will present a comprehensive analysis of the issues and options, and provide a blueprint for successful execution in an efficient and safe manner.

Quality Assurance

The overall quality of a project is ensured through active participation of DBS&A's quality assurance (QA) Officer, Paula Schuh, P.G. Mr. Kelsey will provide additional QA support for this contract. The QA manager or a designee is involved in project scoping, cost estimating, and document review prior to their submittal to stakeholders. Both Ms. Schuh and Mr. Kelsey have extensive experience providing quality control for services and associated reporting provided to federal agencies.

QA Manual

DBS&A follows an established protocol as written in our corporate Quality Assurance Program Manual (QA Manual) on all of our projects. This manual presents our company QA/QC policy statement, establishes organizational roles and responsibility with regard to QA/QC, outlines our processes, discusses individual performance with regard to QA/QC and describes our procedures for auditing and record keeping.

DBS&A's mature corporate QA program, developed from our 30-year history in the environmental business, includes thorough preparation and planning, establishment of sound procedures, strict adherence to protocol, checks for precision and accuracy, and internal review of documents. In some instances, outside review of documents is used to ensure quality.

QA Project Plan

The benefits of a QA Project Plan are to communicate the specifications for implementation of the project design to all parties, and to see that the quality objectives are achieved for the project. Up-front planning eliminates approaches that do not work well (or not at all), potentially reducing the cost of lost time and rework. Implementation as prescribed, with appropriate QC practices employed, increases efficiency and provides for early detection of problems.

All project deliverables will meet EPA's standards of transparency, objectivity, integrity, and utility (EPA, 2002b) by providing sources of data, limitations on the data, assumptions, and manipulations or calculations performed so that the work can be reproduced by qualified third parties.

D. Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State's request, the State will be notified of such payments.

DBS&A has a generally accepted accounting principles (GAAP)-compliant accounting software that can provide real-time information on subcontractor payments, on demand. All subconsultants will have contracts in place that specify payment terms and these terms are part of the vendor record by which payments are scheduled.

4.2.1.4 Provide the same information for any proposed subcontractors as requested in Section 4.1, Vendor Information.

NA

4.2.1.5 Business references as specified in Section 4.3, Business References must be provided for any proposed subcontractors.

NA

4.2.1.6 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

If the use of subcontractors is deemed necessary in the future, DBS&A will not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to DBS&A.

4.2.1.7 Vendor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in Section 4.2, Subcontractor Information. The vendor must receive agency approval prior to subcontractor commencing work.

Duly noted.

4.3 BUSINESS REFERENCES


4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last ten (10) years.

- 1. Mike Ault, General Manager and Regulatory Compliance, U.S. Ecology Washington**
- 2. Simon Bell, Executive Vice President of Operations, Environmental, U.S. Ecology**
- 3. Ted Telisak, Project Manager/ Senior Engineer, EA Engineering Science and Technology**
- 4. Lionel Puhuyesva, Director, The Hopi Water Resources Program, The Hopi Tribe**


4.3.2 Vendors must provide the following information for every business reference provided by the vendor and/or subcontractor:

The "Company Name" must be the name of the proposing vendor or the vendor's proposed subcontractor.


Reference #:	I		
Company Name:	U.S. Ecology Washington		
Identify role company will have for this RFP project (Check appropriate role below):			
X	VENDOR		SUBCONTRACTOR
Project Name:	Project Name: Evapotranspirative Hybrid Cover Design and Construction Oversight for a Class A, B and C Low Level Radioactive Waste Disposal Facility, Richland, Washington		
Primary Contact Information			
Name:	Mike Ault, General Manager and Regulatory Compliance		
Street Address:	1777 Terminal Drive		
City, State, Zip:	Richland, WA 99354-4952		
Phone, including area code:	(509) 377-2411		
Facsimile, including area code:	(509) 377-2244		
Email address:	mike.ault@usecology.com		
Alternate Contact Information			
Name:	Simon Bell, Executive Vice President of Operations, Environmental		
Street Address:	300 E Mallard Dr., Suite 300		
City, State, Zip:	Boise, ID 83706		
Phone, including area code:	208-319-1633		
Facsimile, including area code:			
Email address:	simon.bell@usecology.com		
Project Information			

<p>Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:</p>		<p>Design and construction oversight of a 42-acre ET hybrid cover for a Class A, B and C LLRW disposal facility in Richland, WA. The primary upper cover layer is an ET soil cover, with a secondary lower HDPE geomembrane cover. Monitoring uses soil moisture instrumentation, a 2.4-acre lysimeter moisture collection system designed as a dual-use for the geomembrane layer, a climate station, and an automated data recording system.</p>
<p>Original Project/Contract Start Date:</p>	<p>02/2007 - Ongoing</p>	
<p>Original Project/Contract End Date:</p>	<p>N/A (Ongoing)</p>	
<p>Original Project/Contract Value:</p>	<p>\$490,891</p>	
<p>Final Project/Contract Date:</p>	<p>N/A (Ongoing)</p>	
<p>Was project/contract completed in time originally allotted, and if not, why not?</p>	<p>Contract was initiated with multiple projects/tasks anticipated; no project completion date was set.</p>	
<p>Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?</p>	<p>Contract was initiated with multiple projects/tasks anticipated; no initial contract budget was set. Tasks are budgeted for individually.</p>	


Reference #:	2		
Company Name:	U.S. Ecology		
Identify role company will have for this RFP project (Check appropriate role below):			
X	VENDOR		SUBCONTRACTOR
Project Name:	Design and Construction Oversight of an Evapotranspirative Cover, and Test Pad Monitoring at the Grand View, Idaho Facility.		
Primary Contact Information			
Name:	Simon Bell, Executive Vice President of Operations, Environmental		
Street Address:	300 E Mallard Dr., Suite 300		
City, State, Zip:	Boise, ID 83706		
Phone, including area code:	208-319-1633		
Facsimile, including area code:			
Email address:	simon.bell@usecology.com		
Alternate Contact Information			
Name:	Mr. Terry Geis, General Manager, US Ecology, Inc.		
Street Address:	20400 Lemley Rd.		
City, State, Zip:	Grand View, ID 83624		
Phone, including area code:	(800) 274-1516		
Facsimile, including area code:			
Email address:	tgeis@usecology.com		

Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	 <p>DBS&A performed design and provided construction oversight of an ET cover, and performed test pad monitoring for US Ecology at the Grand View, Idaho facility. DBS&A also performed a lysimeter design review for Beatty, Nevada facility.</p>
Original Project/Contract Start Date:	05/1999
Original Project/Contract End Date:	05/2002
Original Project/Contract Value:	\$75,00
Final Project/Contract Date:	Ongoing projects through 06/2012
Was project/contract completed in time originally allotted, and if not, why not?	The schedule was based on reviews by State and completed in timely manner.
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	Time and materials based contract.

Reference #:	3		
Company Name:	EA Engineering Science and Technology		
Identify role company will have for this RFP project (Check appropriate role below):			
<input checked="" type="checkbox"/>	VENDOR	<input type="checkbox"/>	SUBCONTRACTOR
Project Name:	Expert Review and Guidance for the ET Cover at the Questa Mine Site and Tailings Facility		
Primary Contact Information			
Name:	Ted Telisak, Project Manager/ Senior Engineer		
Street Address:	405 South Hwy. 121, Building C, Suite 100		
City, State, Zip:	Lewisville, TX 75067		
Phone, including area code:	(972) 459-5017		
Facsimile, including area code:	(972) 315-5181		
Email address:	ttelisak@eaest.com		
Alternate Contact Information			
Name:	Alternative contact at EPA not permitted to provide references by Agency.		
Street Address:			
City, State, Zip:			
Phone, including area code:			
Facsimile, including area code:			
Email address:			

Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	 <p>DBS&A is a sub-consultant to EA on the EPA Region 6 Remedial Action Contract (RAC), providing expert review and guidance for the ET cover at the Questa mine site and tailings facility in northern New Mexico. DBS&A's input is used to aid the EPA in assessing the feasibility and accuracy of work plans that will lead to the final closure of the facility. Review and oversight has included borrow material studies, soil water holding capacity testing and interpretation, vegetation test plot design and implementation. Ongoing work will include review of performance modeling, stormwater design, and cover performance monitoring system design and installation. DBS&A participated in scope and design review for evaluation of the vital characteristics of the cover system including: material nutrient levels, composted biosolids, and zeolite amendment loading rates; addition and incorporation of amendments; material placement on steep slopes; and suitability to sustainable vegetation.</p>
Original Project/Contract Start Date:	5/2012
Original Project/Contract End Date:	5/2017
Original Project/Contract Value:	\$158,102
Final Project/Contract Date:	Ongoing
Was project/contract completed in time originally allotted, and if not, why not?	N/A (Ongoing)
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	N/A (Ongoing)

Reference #:	4		
Company Name:	The Hopi Tribe		
Identify role company will have for this RFP project (Check appropriate role below):			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	VENDOR		SUBCONTRACTOR
Project Name:	Tuba City Landfill Site Investigation and Closure Engineering Evaluation, Northern Arizona, The Hopi Tribe		
Primary Contact Information			
Name:	Lionel Puhuyesva, Director, The Hopi Water Resources Program		
Street Address:	PO Box 123		
City, State, Zip:	Kykotsmovi, AZ 86039		
Phone, including area code:	(928) 734-3711		

Facsimile, including area code:	
Email address:	LPuhuyesva@hopi.nsn.us
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	 <p><i>DBS&A is working with the Hopi Tribe to address a groundwater contaminant plume containing uranium and other contaminants at the Tuba City open dump. Tasks have included geochemical forensics analysis, evaluating engineering design options and costs for final landfill closure and remediation, assistance with a Natural Resource Damages claim, expert testimony at U.S. Congressional Committee meeting, rapid site characterization and preparing monitor well installation reports, supervising the design and installation of monitor wells and performed groundwater sampling, and supervising and assisting with preparation of Quality Assurance Project Plan.</i></p>
Original Project/Contract Start Date:	11/17/1997
Original Project/Contract End Date:	N/A (Ongoing)
Original Project/Contract Value:	\$420,000
Final Project/Contract Date:	N/A (Ongoing)
Was project/contract completed in time originally allotted, and if not, why not?	N/A (Ongoing)
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	N/A (Ongoing)

4.3.3 Vendors must also submit Attachment F, Reference Questionnaire to the business references that are identified in Section 4.3.2.

Attachment F, Reference Questionnaires have been sent to the above references for on-time completion.

4.3.4 The company identified as the business references must submit the Reference Questionnaire directly to the Purchasing Division.

References have been instructed to send completed questionnaires directly to the Purchasing Division.

4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in Section 8, RFP Timeline for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

Daniel B. Stephens & Associates, Inc.

References have been instructed to send completed questionnaires directly to the Purchasing Division no later than 4:30 PM on 9/14/2016 per Amendment 1.

4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

DBS&A authorizes and encourages the State to contact the references provided.

Organizational Chart

DBS&A proposes a team of highly qualified technical professionals led by project manager and field supervisor, and Nevada-certified environmental manager, Stephen J. Cullen, Ph.D., P.G., C.E.M. Locally-based, Nevada-registered engineer, Robert Valceschini, P.E., P.G., and engineering design task leader, Gundar Peterson, P.E., are studying to become Nevada-certified environmental managers prior to the start of the project. The team leadership will benefit from the specialized knowledge of technical advisor, Dr. Craig Benson, P.E., N.A.E., and principal-in-charge, James A. Kelsey, P.G., who will also provide quality assurance. The proposed leadership is supported by a strong team of technical experts in engineering design, geotechnical evaluation/options and cost analysis, and data review/gap analysis.

Daniel B. Stephens & Associates, Inc. is leading this proposal on behalf of Geo-Logic Associates, Inc. and its sister companies, which include Daniel B. Stephens & Associates, Inc., Applied Soil Water Technologies, and Geo-Logic Associates, Inc., all operating under the same ownership. We have included staff from all member companies as Daniel B. Stephens & Associates, Inc. employees.



**PROJECT MANAGER/
FIELD SUPERVISOR**
Stephen J. Cullen, Ph.D., P.G., C.E.M.

TECHNICAL ADVISOR
Craig H. Benson, Ph.D., P.E., N.A.E.

**DEPUTY PROJECT MANAGER/
LOCAL LIAISON**
Robert Valceschini, P.E.

PRINCIPAL IN CHARGE
James A. Kelsey, P.G.

**Geotechnical Evaluation/
Options and Cost Analysis**

Neven Matasovic, Ph.D., P.E., G.E.
Gundar Peterson, P.E.

Engineering Design

Gundar Peterson, P.E.
Jason A. Hefner, P.E.

Data Review/Gap Analysis

Michele R. Morasse, PE
Kelly Isaacson, P.E., CFM

Additional Staff Support Available Companywide, including modelers, CAD/GIS,
technical editors, and report production specialists



PROPOSED STAFF RESUME FOR RFP 3271

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	<i>Daniel B. Stephens & Associates, Inc. (DBS&A)</i>
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Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	X	Subcontractor:	
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The following information requested pertains to the individual being proposed for this project.

Name:	<i>Stephen J. Cullen, Ph.D., P.G., CEM</i>	Key Personnel: (Yes/No)	Yes
Individual's Title:	<i>Principal Hydrogeologist</i>		
# of Years in Classification:	39	# of Years with Firm:	12

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.



Dr. Stephen J. Cullen is a Certified Environmental Manager in Nevada and principal hydrogeologist with more than 39 years of experience. Areas of expertise and experience include landfill investigations and monitoring systems, environmental contaminant site investigations, soil and groundwater remediation, and vadose zone hydrogeology and groundwater flow and transport modeling. He has provided expert opinions and testimony in both state and federal court toward resolution of a wide range of groundwater and vadose zone characterization, monitoring, and remediation problems. His recent activities include membership on the

Single Shell Integrity Program Expert Panel charged with advising on the cleanup of high level radioactive waste at the Hanford Nuclear Reservation in the State of Washington.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

Timeframe: 1993

Company Name: Arcadis Geraghty & Miller, Inc.

Company Location: Santa Barbara, CA

Position Title: Technical Specialist

Project Name: Low-Level Radioactive Waste (LLRW) Disposal, EG&G, Rocky Flats Nuclear Manufacturing Plant, Golden, CO

Project Details: Design of a vadose zone characterization and monitoring program. Identified contaminant release sources, developed conceptual model of the subsurface geology, developed water balance, sources and sinks for recharge and discharge, mechanisms and pathways for contaminant migration, candidate remedial approaches, and viable monitoring approaches during closure and post closure. Contaminants of concern included nitrates and a variety of actinides.

Timeframe: 1994

Company Name: Arcadis Geraghty & Miller, Inc.

Company Location: Santa Barbara, CA

Position Title: Technical Specialist and Principal Reviewer

Project Name: EG&G, Rocky Flats Nuclear Manufacturing Facility, CO

Project Details: Performance evaluation modeling of vadose zone and groundwater modeling to assess the local water balance, recharge, and the viability of remediation by entombment of radionuclides and

mixed wastes under alternative cap at LLRW disposal site, Rocky Flats plant, Colorado.

Timeframe: 2014 - 2015

Company Name: Daniel B. Stephens & Associates, Inc.

Company Location: Santa Barbara, CA

Position Title: Expert Hydrogeologist

Project Name: Single Shell Tank Integrity Program Expert Panel, U.S. Department of Energy (DOE), Hanford, WA

Project Details: Expert panel examining potential effects and mitigation of leaks from tanks storing approximately 54,000,000 gallons of mixed high-level and LLRW with other hazardous and non-hazardous waste.

Timeframe: 1993

Company Name: Arcadis Geraghty & Miller, Inc.

Company Location: Santa Barbara, CA

Position Title: Technical Consultant

Project Name: National Lab Site Characterization, Lawrence Livermore National Laboratory (LLNL), Livermore, CA

Project Details: Served as reviewer and consultant to LLNL, designed infiltration experiment to determine the influence of precipitation on the migration of chemicals, including metals and radionuclides, through the vadose zone. Developed laboratory protocols for hydrologic testing of soil core samples.

Timeframe: 2005

Company Name: Daniel B. Stephens & Associates, Inc.

Company Location: Santa Barbara, CA

Position Title: Lead Hydrogeologist

Project Name: Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)-Compliant Hydrogeologic Characterization, Magnesium Processing and Chemical Production and Distribution Effluent Disposal Facility, Basic Management, Inc., Henderson, NV

Project Details: Program to characterize impacted soil and groundwater on a 2,332-acre redevelopment site including: interpreting geologic, soil, groundwater, hydrologic, chemical, and geotechnical data to support the description of the conceptual site model; designing and overseeing intrusive field investigation utilizing multiple drilling techniques; characterization of multiple aquifers; developing site-specific soil background concentrations for metals and radiochemicals; designing and overseeing an aquifer testing and soil hydraulic testing program; managing development and quality assurance of analytic and numerical groundwater flow and contaminant fate and transport models; participating in public accountability meetings with technical, legal, and public representatives of state, county, and city governments, other potentially responsible parties, and the local citizen Remediation Advisory Board; and database and GIS development and support. Site Closure Plan approved by Nevada Division of Environmental Protection (NDEP).

Timeframe: 2008

Company Name: Daniel B. Stephens & Associates, Inc.

Company Location: Santa Barbara, CA

Position Title: Lead Hydrogeologist

Project Name: Comprehensive Environmental Response, Compensation, and Liability Act-Compliant Hydrogeologic Characterization, Corrective Action Management Unit, Basic Management, Inc., Henderson, NV

Project Details: Program to characterize impacted soil and groundwater in support of permitting of a 114-acre Corrective Action Management Unit (CAMU) proposed to receive waste soils resulting from remediation of a nearby redevelopment site. Work included: interpretation of geologic, soil, groundwater, hydrologic, chemical, and geotechnical data to support the description and reporting of the hydrogeologic conceptual site model; design and oversight of intrusive field investigation utilizing multiple drilling techniques; characterization of multiple aquifers; development of site-specific soil background concentrations for metals and radiochemicals; fate and transport analysis of site and off-site impacts;

review and analysis of groundwater treatment system performance; participation in public accountability meetings with technical, legal, and public representatives of state, county, and city governments, other potentially responsible parties, and the local citizen Remediation Advisory Board; database and GIS development and support.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

University of California, Santa Barbara, California, Ph.D., 1996
Montana State University, Bozeman, Montana, Montana, M.Sc., Soil Physics 1981
University of California, Davis, California, B.Sc., Soil Science and Hydrology 1977

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Certified Environmental Manager, Nevada #1839, 2003
Certified Professional Soil Scientist #03169, Soil Science Society of America, 1990
Professional Geologist, California #7399, 2002

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

1. Kayle Boomer, Tank Integrity Technical Lead, Tank and Pipe Line Integrity in the Engineering Department for Washington River Protection Solutions, LLC, 509 372-3629, no fax available, kayle_d_boomer@rl.gov
2. Ranajit Sahu, Project Manager, Basic Remediation Company, (702) 567-0400 ext. 132, fax (702) 567-0473, sahuron@earthlink.net
3. Todd Martin, Consultant, (509) 220-2362, no fax available, toddmartin@telus.net
4. John DeLoreto, Attorney at Law, (805) 682-0800, fax (805) 563-4729, johnmeade@mac.com

PROPOSED STAFF RESUME FOR RFP 3271

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	<i>Daniel B. Stephens & Associates, Inc. (DBS&A)</i>
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Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	X	Subcontractor:	
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The following information requested pertains to the individual being proposed for this project.

Name:	<i>Jim Kelsey, P.G.</i>	Key Personnel: (Yes/No)	Yes
Individual's Title:	<i>Principal-in-Charge</i>		
# of Years in Classification:	25	# of Years with Firm:	25

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.



James A. Kelsey, P.G., has 25 years of experience in consulting specializing in evapotranspirative (ET) covers (also known as “water balance” covers) for waste containment, vadose zone hydrology, hydraulic properties testing, and automated data acquisition.

Mr. Kelsey is also a recognized expert in design and implementation of water balance covers, including applicable soil testing and modeling. Water balance covers minimize infiltration and erosion by combining knowledge of soil hydraulic properties and the re-establishment of native vegetation. Mr. Kelsey has been awarded patents for special applications of water balance covers, including a patent for an ET cover developed in partnership with the US Department of Energy (DOE). He has also authored or co-authored many papers on the design, construction, and performance monitoring of water balance covers.

Mr. Kelsey presented on water balance covers to the U.S. Environmental Protection Agency (EPA), and officials and landfill operators in Australia. He presented a one-day workshop sponsored by the EPA in San Francisco, California titled “Water balance covers for landfills, waste repositories and mine waste: design, modeling, construction, and monitoring.” In Australia, he was invited to present on the state of practice in water balance covers as Australia was developing guidelines to include water balance covers as an option for final closure. He presented at workshops in five states regarding assessment and design techniques; he also studied the feasibility of this technology at facilities in New South Wales and Queensland.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

Timeframe: 2007-Present
Company Name: Daniel B. Stephens & Associates, Inc.
Company Location: Albuquerque, NM
Position Title: Project Manager and Technical Lead
Project Name: Evapotranspiration Cover Design, U.S. Ecology Washington, Inc., Richland, Washington
Project Details: Feasibility assessment, borrow material study, modeling, and design of an ET landfill cover for a Low Level Radioactive Waste facility located on the Hanford Reservation near Richland, Washington. Performed field sampling, testing, and performance assessment modeling using HELP and

UNSAT-H to demonstrate performance of earthen ET final cover to Washington Department of Ecology related to long term percolation, erosion control, animal intrusion, vegetation, and accumulation of free liquids at the base. Following favorable review of ET cover, he provided oversight for the design of the final cover. As part of the final design, engineering drawings and technical specifications included design for a large-scale lysimeter for long-term performance monitoring of the final cover.

Timeframe: 2007 - 2011

Company Name: Daniel B. Stephens & Associates, Inc.

Company Location: Albuquerque, NM

Position Title: Project Manager and Lead Investigator

Project Name: Evapotranspiration Cover Design, U.S. Ecology Services of Idaho, Inc., Grand View, Idaho

Project Details: Assessment and design of alternative earthen landfill cover for Resource Conservation and Recovery Act (RCRA) Subtitle C hazardous waste landfill in southern Idaho. Performed field sampling, testing, and performance assessment modeling using HELP and UNSAT-H to demonstrate performance of earthen ET final cover to Idaho Department of Environmental Quality (IDEQ) in terms of percolation, erosion control, animal intrusion, vegetation, and accumulation of free liquids at base. Following favorable review of ET cover by IDEQ, performed construction oversight for implementation of Cover Monitoring Program Plan that focused on construction and performance monitoring of a test pad to be located within site boundary. Plan incorporated engineering drawings and technical specifications for test pad and ET final cover and follow on work for Cell 16 closure.

Timeframe: 2008 - 2010

Company Name: Daniel B. Stephens & Associates, Inc.

Company Location: Albuquerque, NM

Position Title: Principal-in-Charge

Project Name: Evapotranspiration Landfill Cover Performance Assessment, Kirtland Air Force Base, Albuquerque, New Mexico

Project Details: Performance evaluation of three landfill covers at Kirtland Air Force Base. Installation of large- and small-scale drainage lysimeters to physically quantify drainage through the final landfill cover. Also included installation of heat dissipation sensors and water content reflectometers to monitor soil matrix potential and volumetric soil moisture to allow calculation of moisture flux throughout the cover profile. Data was retrieved weekly via cell phone modem and the project is currently in the fourth year of monitoring.

Timeframe: 2003

Company Name:

Company Name: Daniel B. Stephens & Associates, Inc.

Company Location: Albuquerque, NM

Position Title: Technical Lead

Project Name: Capillary Barrier Design Studies, TetraTech EC, Inc. and Environmental Protection Agency, Rocky Mountain Arsenal, CO

Project Details: Technical Lead for 2008 ACEC Engineering Excellence award-winning laboratory bench-scale column studies on four different capillary break designs. The objective of the laboratory column testing was to collect soil tension data on the four designs, thus enabling determination and comparison of the capillary break performance of each design. The results of this study helped evaluate the performance of capillary break designs being considered for use in full-scale Resource Conservation and Recovery Act (RCRA)-equivalent covers at Rocky Mountain Arsenal (RMA). The work conducted and presented by DBS&A to project staff and the regulatory agencies enabled resolution of an impasse allowing the project to proceed with cover design and construction. Construction of a capillary barrier final cover resulted in cost savings of \$20 million dollars to the RMA closure program and a sustainable cover system for a legacy waste site.

Timeframe: 2008-2010

Company Name: Daniel B. Stephens & Associates, Inc.

Company Location: Albuquerque, NM

Position Title: Technical Lead

Project Name: Construction Quality Assurance Testing of an Evapotranspiration Landfill Cover, US Army Corps of Engineers, Albuquerque, New Mexico

Project Details: Field and laboratory quality assurance testing during construction of an evapotranspiration cover at Kirtland Air Force Base in Albuquerque, New Mexico. Field testing included density and moisture testing using a Troxler gauge and standard sand cone tests. Soil samples were gathered at a predetermined frequency and returned to the laboratory for standard Proctor, grain size, Atterberg, and hydraulic conductivity analysis.

Timeframe: 2012

Company Name:

Company Location:

Position Title: Project Manager and Technical Lead

Project Name: Evapotranspiration Cover Feasibility Determination, Coeur Rochester Mine, Coeur Mining, Lovelock, NV

Project Details: Borrow materials investigation and laboratory sampling; sampled borrow sources to be used for final covers of leach pads at the termination of operations. Samples were tested for hydraulic and geotechnical properties. The data will be used to model various possible cover profiles using local meteorologic data and soil properties to determine the feasibility of an ET cover at the Coeur facility. Modeling will lead to test lysimeters and final cover design.

Timeframe: 2014 - 2015

Company Name: Daniel B. Stephens & Associates, Inc.

Company Location: Albuquerque, NM

Position Title: Project Manager and Technical Lead

Project Name: Evapotranspiration Cover Feasibility Determination, Forest Road Waste Management Facility, PhytoLink, Tamworth, New South Wales, Australia

Project Details: Borrow materials investigation, UNSAT-H modeling, feasibility study, and recommendations report. Current tasks include soil sampling and laboratory analysis for hydrologic properties, modeling of unsaturated water flow, and initial profile determination. Next steps will include a cost-benefit analysis and preliminary design for the ET cover.

Timeframe: 2011 - 2013

Company Name: Daniel B. Stephens & Associates, Inc.

Company Location: Albuquerque, NM

Position Title: Project Manager and Technical Lead

Project Name: Evapotranspiration Cover Feasibility Determination Wattle Glen Landfill, Veolia Environmental Services, Brisbane, Queensland, Australia

Project Details: Borrow materials investigation, UNSAT-H modeling, feasibility study, and recommendations report. Sampled borrow sources to be used for final covers at Wattle Glen landfill including selected mixtures of composted material. Samples were tested for hydraulic and geotechnical properties. Local meteorological data and soil properties were used to model various possible cover profiles and aid in predicting long term performance and feasibility of long term closure using an ET cover. The final report presented to Australia Department of Environment and Resource Management (DERM) for approval. DBS&A will produce the final design upon approval of the report by the DERM.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

University of New Mexico, Albuquerque, New Mexico, M.S., Civil Engineering, 1996

University of New Mexico, Albuquerque, New Mexico, B.S., Geology, 1986

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Professional Geoscientist, TX #884, 2003

Professional Geologist, UT #5410996-2250, 2003

Radiation Safety Officer Training (10CFR 30.33(a)(3) and 10CFR 40.32(b) 40-Hour), 1997

DOT Hazardous Materials Training (49 CFR 172, Subpart H), 1997

Radiation Worker II Refresher, 1996

OSHA Hazardous Waste Operations and Emergency Response Training (40-Hour), 1992

OSHA Hazardous Waste Operations and Emergency Response Refresher (8-Hour), Current

Radiation Health and Safety Training, 1993

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

1. Ted Telisak, Project Manager/ Senior Engineer, EA Engineering Science and Technology, (972) 459-5017, ttelisak@eaest.com
2. Mike Ault, General Manager and Regulatory Compliance, U.S. Ecology, (509) 377-2411, mike.ault@usecology.com
3. Simon Bell, Executive Vice President of Operations, Environmental Services, U.S. Ecology, (208) 319-1633, simon.bell@usecology.com

PROPOSED STAFF RESUME FOR RFP 3271

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	Daniel B. Stephens & Associates, Inc. (DBS&A)
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Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	X	Subcontractor:	
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The following information requested pertains to the individual being proposed for this project.

Name:	Craig H. Benson, Ph.D., P.E., N.A.E.	Key Personnel: (Yes/No)	Yes
Individual's Title:	Technical Advisor		
# of Years in Classification:	30+	# of Years with Firm:	N/A: On-Call

<p>BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information should include a brief summary of the proposed individual's professional experience.</i></p>



Dr. Craig Benson has been conducting engineering design and research related to protection of the environment for three decades, with primary focus on environmental containment of solid, hazardous, radioactive, and mining wastes; beneficial use of industrial byproducts; and sustainable infrastructure. He is recognized as the foremost international authority on engineered barriers for waste containment and is widely sought after for his expertise in design and performance assessment, especially for disposal facilities containing low level radioactive waste (LLRW), mixed waste (MW), and/or uranium mill tailings. Dr. Benson leads the Landfill Partnership for the US Department of Energy's (DOE) Consortium for Risk Evaluation with Stakeholder Participation (CRESP), which provides research and technical support on issues related to design, construction, and performance assessments for LLRW and MW disposal facilities as well as evaluation of the performance of existing and historic disposal facilities owned and/or operated by DOE.

Dr. Benson's recent projects have involved design, review, and/or assessment of containment systems at the following facilities for containment of LLRW, MW, and mill tailings: Energy Fuels White Mesa (UT), Energy Solutions Clive Disposal Facility (UT), DOE Monticello Uranium Mill Tailings Disposal Facility (UT), Energy Solutions Barnwell Disposal Facility (SC), Waste Control Specialists Andrews Disposal Facility (TX), DOE Portsmouth On-Site Disposal Facility (OSDF) (OH), DOE Paducah OSDF (KY), DOE Fernald OSDF (OH), DOE Hanford Environmental Restoration Disposal Facility (ERDF) (WA), and DOE West Valley Disposal Facility (NY). These projects have involved design, evaluation, testing, and assessment for liners and covers, including conventional and water balance covers. The projects related to mill tailings have also included assessment of radon fluxes and long-term erosion modeling. Dr. Benson is the primary author of US NRC's NUREG/CR-7028, *Engineered Covers for Waste Containment*, and NUREG/CR-7200, *Influence of Coupling Erosion and Hydrology on the Long-Term Performance of Engineered Surface Barriers*, which are often used as guidance for over design and performance assessment at LLRW and MW disposal facilities.

Dr. Benson's research experience involves laboratory studies, large-scale field experiments, and computer modeling. He has published more than 300 refereed articles based on his research and has received numerous research awards, including the Ralph Peck Award, the Huber Research Prize, the Alfred Noble Prize, and the Croes Medal (twice), Middlebrooks Award (twice), Collingwood Prize, and Casagrande Award from the American Society of Civil Engineers and the Award of Merit, Ivan Johnson Award for Outstanding Achievement, and the Best Practical Paper Award (twice) from ASTM International. Dr. Benson is former Editor-in-Chief of the *Journal of Geotechnical and Geoenvironmental*

Engineering, past President of the ASCE Geo-Institute (GI), past Chair of the GI Geoenvironmental Committee, past Vice Chair of the Executive Committee of ASTM Committee D18 on Soil and Rock, and past Chair of ASTM Committee D18.04 on Hydraulic Properties and Barriers.

Dr. Benson is Dean of the School of Engineering and the Janet and James Hamilton Endowed Chair in Civil & Environmental Engineering at the University of Virginia (UVA). Prior to his appointment at UVA, Benson was Wisconsin Distinguished Professor of Civil & Environmental Engineering and Geological Engineering at the University of Wisconsin-Madison (UW-Madison). At UW-Madison, Benson held several leadership roles with an environmental engineering emphasis, including Director of Sustainability Research and Education for the University, Chair of the Department of Civil and Environmental Engineering, Chair of the Department of Geological Engineering, and Director of the Recycled Materials Resource Center. Dr. Benson has a BS from Lehigh University and MSE and PhD degrees from the University of Texas at Austin, all in Civil Engineering with an emphasis in geoenvironmental engineering. Dr. Benson is a member of the US National Academy of Engineering.

Dr. Benson's practice is funded by a diverse set of sources including industry, local and state government, and federal agencies. His primary clients include the US DOE through the Office of Environmental Management, the Nuclear Regulatory Commission, the Electric Power Research Institute, and the Environmental Research and Education Foundation.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

Timeframe: 1998-2014

Company Name: US Environmental Protection Agency, US DOE, US Nuclear Regulatory Commission

Company Location: Washington, D.C.

Position Title: Co-Principal Investigator

Project Name: Alternative Cover Assessment Program & related research activities

Project Details: Dr. Benson led the Alternative Cover Assessment Program (ACAP) with Dr. Bill Albright (DRI). ACAP was the formative study related to modern design and performance assessment of conventional and alternative covers (aka water balance covers or ET covers) that led to the design methods, monitoring methods, and construction recommendations currently in use today.

Timeframe: 2008-present

Company Name: US DOE

Company Location: Washington, DC

Position Title: Director of the Landfill Partnership, Member of Management Board

Project Name: Consortium for Risk Evaluation with Stakeholder Participation

Project Details: Dr. Benson leads the Landfill Partnership for the US DOE Consortium for Risk Evaluation with Stakeholder Participation (CRESP), which provides research and technical support on design, construction, and performance assessment for LLRW and MW disposal facilities owned and/or operated by DOE.

Timeframe: 2011-Present

Company Name: SC&A Inc.

Company Location: Silver Spring, MD

Position Title: Consultant

Project Name: Energy Solutions, Clive Disposal Facility

Project Details: Provides peer review and independent assessment of hydrologic design, erosion protection, and engineering methods for the water balance cover proposed for the depleted uranium areas proposed for Energy Solution's disposal facility in Clive, Utah.

Timeframe: 2011-Present

Company Name: MWH Inc.

Company Location: Denver, CO

Position Title: Consultant

Project Name: Energy Fuels Mill Tailings Disposal Facility

Project Details: Design, evaluation, and construction support for water balance cover (aka ET cover)

being installed at the Energy Fuels uranium mill near Blanding, Utah. Work includes hydrological modeling, contaminant transport assessment, settlement prediction, and design, installation, and construction of a full-scale test section to demonstrate cover performance.

Timeframe: 2011-2012

Company Name: Energy Solutions Inc.

Company Location: Barnwell, SC

Position Title: Consultant

Project Name: Disposal Cell Assessment and Repair

Project Details: Evaluated impact of differential settlement on efficacy of final cover and engineering properties of barrier materials within the cover that were exposed to large distortions due to differential settlement of underlying LLRW.

Timeframe: 2012-2014

Company Name: Enviro Compliance Solutions Inc.

Company Location: Tustin, CA

Position Title: Subject Matter Expert and Group Chair

Project Name: Engineered Barriers Working Group for DOE's West Valley

Project Details: Led the Engineered Barriers Working Group charged with evaluating the long-term efficacy of cut-off walls, liners, and covers deployed and proposed for containment of LLRW and MW at US DOE's West Valley, NY facility.

Timeframe: 2011

Company Name: Waste Control Specialists

Company Location: Andrews, TX

Position Title: Technical Expert on Compacted Clay Liner Design

Project Name: Andrews, Texas Disposal Facility

Project Details: Developed methodology for placement and compaction control for the compacted clay liner deployed at WCS's Andrews, Texas facility for LLRW and MW.

Timeframe: 2008-2009

Company Name: US DOE

Company Location: Washington, DC

Position Title: Chair, Ad Hoc Independent Technical Review Committee for Environmental Restoration Disposal Facility (ERDF)

Project Name: Environmental Restoration Disposal Facility, Hanford, Washington

Project Details: Evaluated impacts of deficiencies in waste compaction and potential impacts on waste settlement and cover performance for the US DOE's Environmental Restoration Disposal Facility, Hanford, Washington. Designed large-scale field test to monitor waste settlement and evaluated data from the field test. Methodologies developed are now used as standard operating procedure for waste placement at ERDF.

Timeframe: 2008-2011

Company Name: US DOE

Company Location: Washington, DC

Position Title: Chair, Independent Technical Review Committee for On-Site Disposal Facilities

Project Name: All On-Site Disposal Facilities, US DOE

Project Details: Reviewed engineering designs and operations at all on-site disposal facilities operated by the US DOE. Made recommendations regarding best practices to ensure long-term performance, practical maintenance, and regulatory compliance.

Timeframe: 2016-present

Company Name: US DOE

Company Location: Washington, DC

Position Title: Technical Expert

Project Name: Environmental Management Waste Management Facility, US DOE
Project Details: Reviewing sources of pore water pressure build up beneath liner for the US DOE's Environmental Management Waste Management Facility for LLRW and MW in Oak Ridge, TN. Assessing impact on performance of the facility and making recommendations for future monitoring.

Timeframe: 2016-present

Company Name: US DOE

Company Location: Washington, DC

Position Title: Technical Expert

Project Name: Saltstone Disposal Facility, US DOE

Project Details: Conducting assessment regarding long-term performance and engineering properties of engineering barriers used for covers and liners at the saltstone disposal facility at the US DOE's Savannah River Site.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

University of Texas, Austin, Texas, Ph.D., Civil Engineering, Geotechnical/Geoenvironmental, 1989

University of Texas, Austin, Texas, M.S., Civil Engineering, Geotechnical/Geoenvironmental, 1987

Lehigh University, Bethlehem, Pennsylvania, B.S., Civil Engineering, 1985

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Professional Engineer, Wisconsin #34108-006, 2000-present

Board Certified Environmental Engineer, American Society of Environmental. Engineers. & Scientists, 2012-present

Diplomate Geotechnical Engineering, Academy of Geoprofessionals, 2005-present

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

1. David Kosson, Cornelius Vanderbilt Professor of Engineering, Vanderbilt University, (615) 322-1064, David.Kosson@vanderbilt.edu
2. Jacob Philip, Senior Geotechnical Engineer, Office of Research, US Nuclear Regulatory Commission, (301) 251-7471, jxp@nrc.gov
3. Morton A. Barlaz, PhD, PE, Distinguished University Professor & Head, Dept. of Civil, Construction, & Environmental Eng., North Carolina State University, Box 7908, Raleigh, NC 27695 (919) 515-7212, barlaz@ncsu.edu

PROPOSED STAFF RESUME FOR RFP 3271

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	<i>Daniel B. Stephens & Associates, Inc. (DBS&A)</i>
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Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	X	Subcontractor:	
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The following information requested pertains to the individual being proposed for this project.

Name:	<i>Robert Valceschini, P.E.</i>	Key Personnel: (Yes/No)	Yes
Individual's Title:	<i>Principal/Senior Engineer</i>		
# of Years in Classification:	32	# of Years with Firm:	11

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.



Robert Valceschini is a civil/geotechnical engineer with more than 30 years of experience. He has performed geotechnical investigations and prepared geotechnical reports for numerous mining heap leach pads, municipal solid waste, coal combustion ash, industrial waste and construction and demolition debris landfills, lined process solution ponds, lined evaporation ponds, large rock fills, commercial structures, roadways, airports and water tanks. Mr. Valceschini's specialties include unsaturated soil mechanics, unsaturated soil laboratory testing and characterization, vadose zone hydrology, evapotranspirative (ET) cover design, waste containment liner system design, site characterization, borrow source evaluation, advanced field and laboratory soil testing, construction management and construction quality assurance (CQA). Mr. Valceschini has designed liner systems, conducted geosynthetic and natural material evaluation, and provided construction management and CQA during construction of large tailings dams, landfills and heap leach pads for numerous major mining and solid waste clients. He has been responsible for over 200 million square feet of lined surface area. He has provided ET soil cover design and consultation for numerous MSW and hazardous waste landfills, mine waste facilities and industrial site closure projects. Mr. Valceschini was selected to be a member of the EPA's Alternative Cover Design Workshop (ACAP) teaching team along with Dr. Craig Benson and Dr. William Albright; the team presented workshops throughout the United States from 2004 to 2011. Mr. Valceschini has also taught numerous classes at the University of Nevada, Reno including Waste Containment, Unsaturated Soil Mechanics, Advanced Geotechnical Laboratory and Geosynthetics.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

Timeframe: 1995 - 1997
Company Name: University of Nevada, Reno
Company Location: Reno, NV
Position Title: Geotechnical Laboratory Manager/Instructor/Ph.D. Candidate
Project Name: Thesis Advisor for Michael M. Fordham, *The Estimation of Waste Settlement at the Area 3 and Area 5 Radioactive Management Site*, Clark County, Nevada
Project Details: Assisted in developing a stochastic procedure for estimating the settlement of the cover at the U.S. Department of Energy's (DOE's) low level radioactive waste (LLRW) landfill facilities at the Nevada Test Site. The work included estimating the effects of collapse, raveling and rat-holing of

intermediate soil cover layers, buckling and crushing of containers and corrosion and biodegradation of containers. Extensive unsaturated laboratory testing was performed on samples of soil obtained from the site. The laboratory testing resulted in the development of the complete constitutive surface of the soil, which allowed estimation of volume changes along any wetting path, stress path or combination thereof. Mr. Valceschini assisted in coupling the results of this research with parallel research to estimate infiltration of precipitation into the cover specifically as a result of ponding in depressions and cracking of the cover caused by settlement.

Timeframe: 2013 - 2014

Company Name: Applied Soil Water Technologies LLC

Company Location: Sparks, NV

Position Title: Lead Geotechnical Engineer/Engineer-of-Record

Project Name: Alternative Earthen Cover Design, Landfills L-12, L-13 and L-14, Chemical Waste Management, Arlington, OR

Project Details: Lead geotechnical engineer and engineer of record for an alternative earthen final cover design for three units on a hazardous waste landfill in Arlington, Oregon. The combined surface area of the three units totaled 3.4 million square feet. Work included borrow source investigation, natural analog investigation, saturated and unsaturated laboratory testing, UNSAT-H modeling (Dwyer Engineering), soil material and performance specification, report preparation, permit application assistance. The borrow source investigation identified through field and laboratory testing over 500,000 cubic yards of acceptable cover material. The report was submitted and approved by the regulatory agencies resulting in a permit being issued for closure of the facilities incorporating this cover design.

Timeframe: 2013

Company Name: Applied Soil Water Technologies LLC

Company Location: Sparks, NV

Position Title: Lead Geotechnical Engineer/Engineer-of-Record

Project Name: Alternative Earthen Cover and Evaporation Cell Design, Newfields for Newmont Mining Corporation, Elko, NV

Project Details: Lead geotechnical engineer for the design of an alternative earthen cover for a leach pad and for the design of evaporation cells to manage process solution during closure at an elevation of approximately 6,000 feet. Surface area of the leach pad requiring cover at build-out will be approximately 12-million square feet. Evaporation cells were designed to accommodate flows of up to 0.14 gallons per day per square foot during the peak evaporation season. Work included borrow source investigation, saturated and unsaturated laboratory testing, UNSAT-H modeling (Dwyer Engineering), interpretation of model results to optimize solution evaporation, soil material and performance specifications, report preparation.

Timeframe: 2009 - 2013

Company Name: Applied Soil Water Technologies LLC

Company Location: Sparks, NV

Position Title: Project Manager/Lead Geotechnical Engineer/Engineer-of-Record

Project Name: Lockwood Regional Landfill Lateral Expansion, Waste Management, Storey County, NV

Project Details: This project was a 510-acre, 234,000,000-cubic-yard lateral landfill expansion for a regional municipal solid waste landfill. Mr. Valceschini prepared materials for and attended numerous public meetings and meetings with the solid waste management authority. The project incorporates establishing a footprint that optimizes operational efficiency and meet's the owner's capacity requirements. Other aspects of the project include run-on and run-off design and controls, materials identification and selection, geohazards evaluation, geohydrologic characterization of the vadose zone and groundwater characterization. An alternative earthen final cover was designed for the project that required delineating borrow sources with enough acceptable material for closure. Work included saturated and unsaturated laboratory testing and UNSAT-H modeling (Dwyer Engineering). A permit application was prepared, submitted and approved and ultimately approved by the solid waste management authority.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

University of Nevada, Reno, Nevada, M.S., Civil and Geotechnical Engineering, 1991
Mackay School of Mines, University of Nevada, Reno, Nevada, B.S., Geological Engineering, 1984

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Licensed Civil Engineer, Nevada #009265, 1991, California #C50522, 1993, Oregon #87128, 2014

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

1. John Shaw, P.E., Owner, John Shaw Consulting, LLC., (530) 550-1576, no fax available, john@shaweng.com
2. John A. Martini, P.E., Community Services Director , City of Sparks, (775) 353-4080, fax (775) 353-7874, jmartini@cityofsparks.us
3. Mr. Joe McGinley, P.E., P.G., C.E.M., President, McGinley and Assoc., Inc., (775) 829-2245, fax (775) 829-2213, jmcginley@mcgin.com

PROPOSED STAFF RESUME FOR RFP 3271

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	<i>Daniel B. Stephens & Associates, Inc. (DBS&A)</i>
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Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	X	Subcontractor:	
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The following information requested pertains to the individual being proposed for this project.

Name:	<i>Gundar Peterson, P.E.</i>	Key Personnel: (Yes/No)	Yes
Individual's Title:	<i>Senior Engineer</i>		
# of Years in Classification:	20	# of Years with Firm:	11

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.



Gundar Peterson, P.E., is a senior engineer with expertise in evapotranspiration (ET) covers for hazardous and municipal solid waste landfills, land disposal units, waste isolation facilities, and waste disposal sites; environmental investigation and remediation of soil and groundwater; and design and permitting of landfills and waste disposal facilities. He has served as engineer-of-record in the revision and acceptance of a permit and for plans and specifications for landfills and has provided recommendations to landfill operators on future operational alternatives,

and assisted decision-makers in selecting the path forward involving financial impacts and regulatory compliance.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

Timeframe: 2012

Company Name: Daniel B. Stephens & Associates, Inc.

Company Location: Albuquerque, NM

Position Title: Senior Engineer

Project Name: Coeur Rochester Mine, Coeur d'Alene Mines Corporation, Rochester, Nevada

Project Details: Design of a test evaporative cell to evaporate drain down solution as part of legacy management at the mine. Design included conveying water from an existing free-draining closed leap pile to new filled pond, pond contents including backfill and piping, flow metering, and all associated piping, pumps, and instrumentation. Test cell activities are being performed under an Engineering Design Change approved by Nevada Division of Environmental Protection. Generated construction drawings and provided construction oversight to produce an as-built report and record drawings documenting installation.

Timeframe: 2012 - 2014

Company Name: Daniel B. Stephens & Associates, Inc.

Company Location: Albuquerque, NM

Position Title: Lead Design Engineer

Project Name: Permitting, Design and Construction Quality Assurance for Landfill Expansion, Southwest Landfill, LLC, Albuquerque, NM

Project Details: The landfill design is unique in its depth of excavation, which required unique design details, such as multiple configurations of leachate removal sumps and incorporation of benches to anchor geosynthetics. Project efforts encompassed designing liner and intermediate and final cover configurations, the leachate collection and removal systems, and surface water controls. Operation and transportation plans were also prepared. The permit application included both lateral and vertical expansions, as well as a 20-year extension of permit period. DBS&A prepared a Certification Report documenting that Cell 5A was constructed in accordance with the approved design documents, Construction Quality Assurance (CQA) protocol, and to ensure regulatory standards and requirements are in compliance with the permit requirements and relevant laws and guidance.

Timeframe: 2011 - 2013

Company Name: Daniel B. Stephens & Associates, Inc.

Company Location: Albuquerque, NM

Position Title: Lead Design Engineer

Project Name: Evapotranspiration Cover Feasibility Determination, Wattle Glen South Landfill, Veolia Environmental Services, Brisbane, Queensland, Australia

Project Details: Completed an initial feasibility assessment and supported the production of the final risk assessment for an ET cover at Veolia Environmental Services' Wattle Glen Landfill. Tasks included soil sampling of borrow sources to be used for final cover, laboratory analysis for hydrologic geotechnical properties, modeling of unsaturated water flow, and initial profile determination. The final report was presented to the Australia Department of Environment and Resource Management (DERM) for approval. Currently, the final risk assessment and feasibility assessment are under review by the Queensland Environmental Protection Agency.

Timeframe: 2008 - 2010

Company Name: Daniel B. Stephens & Associates, Inc.

Company Location: Albuquerque, NM

Position Title: Project Manager

Project Name: Evapotranspiration Landfill Cap Performance Assessment, Kirtland Air Force Base, Albuquerque, New Mexico

Project Details: Performance evaluation of three landfill covers at Kirtland Air Force Base. Project included installation of heat-dissipation sensors, large- and small-scale drainage lysimeters to physically quantify drainage through the final landfill cover, and water content reflectometers to monitor soil matrix potential and volumetric soil moisture to allow calculation of moisture flux throughout the cover profile. Data was retrieved weekly via cell phone modem.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

University of New Mexico, Albuquerque, New Mexico, B.S., Civil Engineering, 1996

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Registered Professional Engineer: Nevada #021934 (2012); New Mexico #16038 (2003); Idaho #13630 (2009); Washington #45563 (2009); Texas #103091 (2009); Illinois #062.064469 (2012); Ohio #76547 (2012); Arizona #53857 (2012); Oklahoma #26209 (2013)

OSHA Hazardous Waste Operations and Emergency Response Training (40-Hour), 1999

OSHA Hazardous Waste Operations and Emergency Response Refresher (8-Hour), current

OSHA Construction Safety and Health Certification, 2001

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

1. Rafael Valdepena, General Manager, Southwest Landfill, phone: (505) 242-2020, fax: (505) 344-5008 rafael@southwestlandfill.com
2. Luis Vega, Senior Project Manager/Senior Scientist, EA Engineering Science & Technology, phone: 972-315-3922, fax: (972) 315-8930, lvega@eaest.com
3. Curtis McHaley, General Engineer, DOE/National Nuclear Security Administration, phone: (505) 667-2204, fax: N/A, CMcHaley@doeal.gov

PROPOSED STAFF RESUME FOR RFP 3271

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	<i>Daniel B. Stephens & Associates, Inc. (DBS&A)</i>
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Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	X	Subcontractor:	
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The following information requested pertains to the individual being proposed for this project.

Name:	<i>Neven Matasovic, Ph.D., P.E., G.E.</i>	Key Personnel: (Yes/No)	Yes
Individual's Title:			
# of Years in Classification:	30	# of Years with Firm:	2

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Dr. Neven Matasovic has more than 30 years of engineering design, analysis, and construction-related experience, including 23 years of relevant experience with hazardous and municipal waste landfill siting, permitting, conceptual and detailed cell design, performance assessment, construction and compliance monitoring and landfill closure-related work. He has participated in more than 200 landfill-related projects as a lead engineer, task, and/or project manager. In addition to landfill liner and cover design, his expertise includes direction of a wide range of site exploration and laboratory testing programs, interpretation of the in-situ and laboratory testing results, waste settlement analyses, site improvement (e.g., deep dynamic compaction), steady-state seepage analyses, and two- and three-dimensional (2-D and 3-D) slope stability assessments conducted in support of landfill liner and cover design. He is a co-author of the U.S. Environmental Protection Agency (EPA) seismic design guidance for municipal solid waste landfills, and was the recipient of the 2001 Shamsheer Prakash Foundation award for excellence in geotechnical engineering.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

Timeframe: 2012 - Present

Company Name: Geo-Logic Associates, Inc. (Geosyntec Consultants pre-2014)

Company Location: Anaheim, CA (Huntington Beach, CA pre-2014)

Position Title: Principal; Stability Analysis Work Plan Task Lead

Project Name: Essential Activities and an Engineering Evaluation/Cost Analysis (EE/CA), The BKK Working Group (BWG), West Covina, California

Project Detail: Responsible for essential activities (operation, maintenance and monitoring of the landfill) and an Engineering Evaluation/Cost Analysis (EE/CA). EE/CA is a study and evaluation of the landfill control systems that will result in a recommendation of a Removal Action. Dr. Matasovic was responsible for a \$1.3-million task of EE/CA that included development of the Stability Analysis Work Plan (SAWP), field and analytical work performed during the course of SAWP development, and regulatory interface. The SAWP contained a description of the site closure approach, including the completed and proposed site characterization efforts, in-situ and laboratory testing, interpretation of the test results, seismic hazard assessment and development of design ground motions, methods of analysis, development of input parameters, and stability criteria that are required to demonstrate static and seismic stability of the landfill, including waste prism and landfill cover. The lead regulatory agency was Department of Toxic Substances Control (DTSC).

Timeframe: 2010 - 2011

Company Name: Geosyntec Consultants

Company Location: Huntington Beach, CA

Position Title: Associate, Seismic Site Response and Alternatives Analysis Lead

Project Name: Evaluate Seismic Response of the U3ax/bl Composite Landfill Cap, Nevada Test Site, U.S. Department of Energy (DOE), Near Las Vegas, Nevada

Project Detail: Participated in the DOE-sponsored study to evaluate seismic response of the U3ax/bl composite landfill cap to strong ground shaking. University of Nevada, Las Vegas was the prime contractor. Dr. Matasovic was responsible for selection of design ground motions and for development of dynamic profile for seismic site response analyses. He also coordinated seismic site response and seismic deformation analysis for various composite cover configuration alternatives considered.

Timeframe: 1995 - 1999; 2012 - 2013

Company Name: Geosyntec Consultants

Company Location: Huntington Beach, CA

Position Title: Project Engineer; Task Manager for the seismic stability assessment

Project Name: Hazardous Landfill Closure, Operating Industries, Inc. (OII) / Superfund Site, Monterey Park, CA

Project Detail: With a closure cost of \$650 million, the Operating Industries, Inc. (OII) Superfund site in Monterey Park, California is the costliest closure project in U.S. history. Dr. Matasovic was a Task Manager for the seismic stability assessment of the site. His responsibilities included evaluation of the seismic hazard for the site, development of design ground motions, planning and supervision of the geophysical Spectral Analysis of Surface Waves (SASW) soundings, execution and supervision of one-dimensional non-linear and two-dimensional equivalent-linear seismic response analyses of the site, and guidance of Newmark-type seismic deformation analyses conducted for the proposed cover system alternatives. Dr. Matasovic was also responsible for the establishment of stability criteria for various site components, water balance and infiltration analyses (UNSAT-H and HELP), seismic evaluation of various soil reinforcement options, stability analyses carried out in support of the site final cover design and construction, and for interaction with U.S. EPA representatives.

Timeframe: 1998-1999

Company Name: Geosyntec Consultants

Company Location: Huntington Beach, CA

Position Title: Project Engineer; Specialized Field Investigation Program Lead

Project Name: Casmalia Hazardous Waste Management Facility, Casmalia Hazardous Waste Management, Santa Barbara County, California

Project Detail: The P/S landfill is the deepest and largest landfill at the Casmalia site. This landfill consists of a soil-containerized liquid waste matrix with side slopes inclined at 3H: 1V (Horizontal: Vertical) and the liquid (contaminated groundwater) level above the base of the landfill. Given the relatively high seismicity of the site (PHGA = 0.86 g) and waste composition, demonstration of existing waste mass stability and design of the composite landfill cap were both significant challenges.

Dr. Matasovic was responsible for a specialized field investigation program to characterize the soil/containerized liquid waste matrix, to evaluate steady-state seepage at the toe of the landfill, and to provide input parameters for seepage, static, pseudo-static and seismic site response analyses of the P/S landfill. The program consisted of coordinated Cone Penetration Test (CPT) soundings and Spectral Analysis and Surface Waves (SASW) measurements combined with sampling and testing of materials from borrow sources used during waste placement (i.e., from which the soil matrix was derived). Dr. Matasovic developed a local site-specific correlation with CPT tip resistance to estimate the undrained shear strength of on-site materials and conducted a non-linear seismic site response analyses in the time domain using the computer program D-MOD. Considering a range of possible shear strength profiles and liquid levels within the landfill mass, Dr. Matasovic demonstrated static and seismic stability of the waste mass to the satisfaction of the DTSC) and U.S. EPA. This stability demonstration was a basis for the development and approval of a cost-effective composite landfill cap design. The design for the P/S landfill was approved by both state and federal regulators and has been constructed.

Timeframe: 1997 - 1999; 2011

Company Name: Geosyntec Consultants

Company Location: Huntington Beach, CA

Position Title: Senior Project Engineer; Associate

Project Name: McColl Superfund Site Final Remedy, Fullerton, California

Project Detail: At a Project Engineer level, Dr. Matasovic was involved in conceptual site closure design, preliminary site closure design, and the final remedy design (RCRA-equivalent cap tied into a 50-ft deep soil-bentonite slurry wall). Dr. Matasovic's work included coordination of geotechnical investigations, geotechnical and chemical compatibility laboratory testing (accelerated test), and engineering analyses in support of design of various containment components. Dr. Matasovic also evaluated seismic hazard for the site, developed design strong ground shaking parameters for cap and geogrid-reinforced MSE wall design, and provided input for the site post-closure maintenance plan (earthquake levels required to trigger various response levels).

Timeframe: 1997 - 1999

Company Name: Geosyntec Consultants

Company Location: Huntington Beach, CA

Position Title: Project Engineer

Project Name: Del Amo Superfund Site Closure Design, Torrance, California

Project Detail: As a Project Engineer, Dr. Matasovic provided assistance with the conceptual and preliminary closure design for the 4-acre waste pits area in Torrance, California. He also provided engineering support for the final remedy design, including seismic hazard evaluation, development of design seismic parameters, development of the hydrological parameters, and finite element method modeling (GeoFeap™) of waste tar pits required to evaluate the stiffness and bearing capacity of the site cap subgrade.

Timeframe: 1996 - 1997

Company Name: Geosyntec Consultants

Company Location: Huntington Beach, CA

Position Title: Project Engineer

Project Name: Rocky Mountain Arsenal, Commerce City, Colorado

Project Detail: The Rocky Mountain Arsenal (RMA) site in Commerce City near Denver, Colorado, is a former pesticides manufacturing and chemical weapons production facility. The site is in an area of recent seismic activity (some of which has been attributed to deep injection of liquid wastes). As recently as 1981, a moderate (MW 4.3) earthquake occurred on a shallow fault directly beneath the site. Dr. Matasovic evaluated seismic hazard for the site considering both tectonic and induced seismicity, developed design ground motions, and conducted seismic site response and seismic deformation analyses for a new geosynthetic-lined and covered mixed waste unit. Dr. Matasovic also assisted with development of seismic performance criteria for the RMA waste units.

Timeframe: 2006 - 2008

Company Name: Geosyntec Consultants

Company Location: Huntington Beach, California

Position Title: Associate; Seismic Hazard Task Lead

Project Name: Fernald Environmental Management Project, DOE, Cincinnati, Ohio

Project Detail: The Fernald site is a former nuclear weapons production facility, and therefore the DOE is the lead agency for design and construction of the on-site mixed waste landfill. Dr. Matasovic evaluated seismic hazard for the site, developed design ground motions and conducted seismic site response analysis and seismic deformation analysis for a new, geosynthetic-lined and covered low level radioactive waste (LLRW) facility. The project was overseen by and designed in accordance with DOE and EPA standards (DOE design standard DOE-STD 1020 94, design of Performance Category 2 facility and EPA Subtitle D/RCRA Subtitle C waste unit).

Timeframe: 2010 - 2011

Company Name: Geosyntec Consultants

Company Location: Huntington Beach, CA

Position Title: Principal; Seismic Hazard Task Lead

Project Name: Low Level Radioactive Waste Disposal Cell Cover, Asian Rare Earth Site, Ipoh, Malaysia

Project Detail: Dr. Matasovic evaluated seismic hazard at the site, developed seismic hazard parameters, and design ground motions, and performed seismic stability evaluations for a LLRW disposal cell cover. The LLRW cell was constructed as part of Geosyntec's Asian Rare Earth (ARE) project at a rare earth processing facility in Ipoh, Malaysia.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

University of California, Los Angeles, California, Ph.D., Geotechnical Engineering, 1993

University of Zagreb, Croatia, M.S., Geotechnical Engineering, 1986

University of Croatia, Croatia, B.S., Civil Engineering, 1983

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Registered Professional Engineer, California #C 55861, 1996

Registered Geotechnical Engineer, California #GE2557, 2002

Registered Professional Engineer, Alaska #AELC9659, 1997

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

1. Roberto Puga, Vice President, Project Navigator, Ltd., (714) 388-1802, fax (714) 388-1839, rpuga@projectnavigator.com

2. Ken Hewlett, Project Manager, De Maximis, Inc., (949) 218-1614, no fax available, khewlett@demaximis.com

3. Fouad Mina, Principal Engineer, Riverside County Department of Waste Resources, (951) 486-3244, fax (951) 486-3205, fmina@co.riverside.ca.us

PROPOSED STAFF RESUME FOR RFP 3271

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	<i>Daniel B. Stephens & Associates, Inc. (DBS&A)</i>
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Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	X	Subcontractor:	
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The following information requested pertains to the individual being proposed for this project.

Name:	<i>Kelly Isaacson, P.E., CFM</i>	Key Personnel: (Yes/No)	Yes
Individual's Title:	<i>Staff Engineer</i>		
# of Years in Classification:	<i>10</i>	# of Years with Firm:	<i>7</i>

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.



Kelly Isaacson, P.E., CFM, is a staff engineer and has completed engineering assessments and designs for state, municipal, tribal, and private-sector clients in landfill design, construction, and covers, and soil and groundwater remediation. Ms. Isaacson has experience spanning the entire project process, from planning and feasibility studies to construction oversight. Relevant experience includes unsaturated soils modeling for multiple clients, comprehensive stormwater design for several landfills in New Mexico, development of grading plans for a landfill in Rio Rancho,

and construction quality assurance including on-site observation of construction methods, installation of geosynthetic clay liner, and placement of soil cover at a landfill in Los Alamos.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

Timeframe: 2011-2013

Company Name: Daniel B. Stephens & Associates, Inc.

Company Location: Albuquerque, NM

Position Title: Staff Engineer

Project Name: Permit Renewal for Hazardous Waste Landfill Triassic Park Landfill, New Mexico

Project Details: Updated design and permit renewal for a proposed hazardous waste landfill. Performed rainfall-runoff calculations, designed retention basin size, selected channel materials and size, identified optimal basin location with existing topography, designed a plan set to incorporate these changes with the existing and proposed infrastructure, and prepared documentation for permit applications. Participated in preparation and review of financial assurance documents.

Timeframe: 2014-2015

Company Name: Daniel B. Stephens & Associates, Inc.

Company Location: Albuquerque, NM

Position Title: Staff Engineer

Project Name: Stormwater Improvements at Rio Rancho Landfill, Waste Management, New Mexico

Project Details: DBS&A was contracted to evaluate the previous design and provide recommendations to address problems with the existing stormwater system. As project engineer, led team in evaluating previous design and construction work, identifying issues, and providing a design for system changes to

improve performance without a complete overhaul. As this is an active landfill, constructability of stormwater improvements during landfill operation was successfully incorporated in the revised design. Engineer of Record for a construction package to install stormwater improvements; provided construction oversight.

Timeframe: 2014-2015

Company Name: Daniel B. Stephens & Associates, Inc.

Company Location: Albuquerque, NM

Position Title: Staff Engineer

Project Name: Stormwater Improvements at Southwest Landfill, Private Client, New Mexico

Project Details: Team member for design of a 100-acre expansion of an existing landfill. Performed rainfall-runoff calculations, sized retention basins, and specified channel materials, size, and location. Evaluated slope angles and soil erosion and specified soil amendments. Completed design of a plan set to incorporate these changes with the existing and proposed infrastructure.

Timeframe: 2010 - 2012

Company Name: Daniel B. Stephens & Associates, Inc.

Company Location: Albuquerque, NM

Position Title: Staff Engineer

Project Name: Final Cover Construction Quality Assurance, Los Alamos County Landfill, New Mexico

Project Details: Performed construction quality assurance including on-site observation of construction methods, installation of geosynthetic clay liner, and placement of soil cover. Assisted with the Construction Quality Assurance (CQA) documentation report.

Timeframe: 2012-present

Company Name: Daniel B. Stephens & Associates, Inc.

Company Location: Albuquerque, NM

Position Title: Staff Engineer

Project Name: Coeur Rochester Mine, Coeur d'Alene Mines Corporation, Rochester, Nevada

Project Details: Design a covered pond to evaporate drain down solution as part of legacy management at the mine. Engineer of Record for design, included conveying water from an existing free-draining closed leap pile to new filled pond, pond contents including backfill and piping, flow metering, and all associated piping, pumps, and instrumentation. Generated construction drawings, provided construction oversight, and produced an as-built report and record drawings. Currently operating the system to determine site-specific evaporation rates.

Timeframe: 2011 - 2013

Company Name: Daniel B. Stephens & Associates, Inc.

Company Location: Albuquerque, NM

Position Title: Staff Engineer

Project Name: Evapotranspiration Landfill Cover Feasibility Assessment, Veolia Environmental Services, Brisbane, Queensland, Australia

Project Details: Performed unsaturated soils modeling with UNSAT-H to model moisture movement into and through soil profiles. Analyzed soils laboratory results, collected weather data, modeled various cover profiles to identify appropriate cover thickness and compaction standards, and analyzed model results to make recommendations for feasible evapotranspiration (ET) covers.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

University of New Mexico, Albuquerque, New Mexico, M.S., Civil Engineering, 2009

Taylor University, Upland, Indiana, B.S., Engineering Physics, 2006

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Professional Engineer, New Mexico #21687 (2013), Nevada #22855 (2014)

Certified Floodplain Manager, New Mexico #306 (2012)

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

1. Caleb Miller, P.E. Staff Engineer, Geo-Logic Associates, (530) 798-9006, cmiller@geo-logic.com
2. Dr. Bruce Thomson, P.E., Regents Professor and AMAFCA Board Member, (505) 277-4729, bthomson@unm.edu
3. Gina Hawkins, Senior Environmental Coordinator, Coeur Rochester, Inc., (775) 273-7995, ghawkins@coeur.com

PROPOSED STAFF RESUME FOR RFP 3271

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	<i>Daniel B. Stephens & Associates, Inc. (DBS&A)</i>
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Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	X	Subcontractor:	
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The following information requested pertains to the individual being proposed for this project.

Name:	<i>Michele R. Morasse, PE</i>	Key Personnel: (Yes/No)	Yes
Individual's Title:	<i>Project Engineer</i>		
# of Years in Classification:	12	# of Years with Firm:	1

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Michele Morasse is a project engineer with 12 years of experience performing geotechnical and civil engineering and design for mining projects in the mining and private sectors. Her work experience consists of: preparation of permitting documents; slope stability analyses; surface hydrology and hydraulics; sediment transport analyses; piping hydraulics; grading plans; design work and calculations for asphalt roadway and airport runway foundations; calculations for foundations, including bearing capacity of soils and recommendations and settlement calculations geotechnical field investigations consisting of drilling, test pitting, and hydraulic conductivity and percolation testing; cost estimates; design reports, technical specifications, and drawings; and as-built reports and drawings. Her project experience includes heap leach facilities; waste rock storage facilities; tailings impoundment facilities; earthen dams; geocomposite lining systems; septic systems; stormwater diversion; and foundation systems for housing developments, tanks, silos, mills, airports, roadways, and retaining walls. Other areas of involvement include: construction quality assurance and working with governmental agencies.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

Timeframe: 1998 - 2000

Company Name: Westec/SRK

Company Location: Reno, NV

Position Title: Project Engineer / Manager

Project Name: Heap Leach Pad Design and CQA oversight, Equatorial Mining

Project Details: Design of Heap Leach Pad and Solution Ponds, including preparation of design report and construction drawings for regulatory approval and construction of project. The project included: stability analyses of heap leach pad, settlement analyses, stormwater diversion design around heap leach pad facilities, liner system design, hydrology analysis and piping design on pad, and construction oversight of entire heap leach pad, including liner system, piping, and earthworks. Additional design analysis on select overliner materials to promote increased solution flows.

Timeframe: 2000 - 2001

Company Name: AMEC Earth and Environmental

Company Location: Sparks, NV

Position Title: Project Manager

Project Name: Gas Compression Lines, Tuscarora Gas

Project Details: Foundation analyses for collapsible soils for pipeline and booster pump stations including settlement and thrust block analysis.

Timeframe: 2008 - August 2009

Company Name: Golder Associates

Company Location: Reno, NV

Position Title: Project Engineer

Project Name: McLaughlin and Leed Closures, Barrick Gold

Project Details: Assisted in report preparation, design of closure monitoring devices, sampling/testing requirements, regrading of waste rock facilities, and volumetrics of earthwork for covering facilities.

Timeframe: May 2015 - present

Company Name: Applied Soil Water Technologies LLC

Company Location: Sparks, NV

Position Title: Project Engineer

Project Name: Final Permanent Closure Plan, Florida Canyon Mining, Inc.

Project Details: Preparation of Final Permanent Closure Plan for submittal to regulatory agencies.

Project included: extensive review of previous permitting and design documents for the mine site and facilities, bond review volumetrics and cost estimating, evaporation cell design for solution management during closure, regrading of heap leach pad and waste rock dumps, waste rock geochemical review, storm diversion design for closure facilities, and interaction with regulatory agencies.

Timeframe: March 2016 - August 2016

Company Name: Applied Soil Water Technologies LLC

Company Location: Sparks, NV

Position Title: Project Engineer

Project Name: McCoy Mine Final Permanent Closure and Draindown Analysis, Premier Gold

Project Details: Preparation of Final Permanent Closure Plan update document for submittal to regulatory agencies. Project included extensive review of previous permitting and design documents for mine facilities, draindown analysis for tailings storage facility and heap leach pad covers, interaction with regulatory agencies, and preparation of Engineering Design Change documents for drilling within the tailings impoundment.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

Mackay School of Mines, University of Nevada, Reno. B.S., Geological Engineering, 1994

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Licensed Professional Engineer, Nevada civil #013447, 1998

Licensed Professional Engineer, California civil #058126, 1998

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

1. John Martini, City Engineer, City of Sparks, 775-353-4080, fax 775-353-2413, jmartini@cityofsparks.us
2. Clark West, Global Mining Service/Marketing Manager, AGRU America, 775-835-8282, fax 775-664-0552, cw@agruamerica.com
3. Tony Crews, P.E., Principal, The Mines Group, (775) 233-4424, fax (775) 322-2660, aewcrews@minesgroup.com

PROPOSED STAFF RESUME FOR RFP 3271

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	Daniel B. Stephens & Associates, Inc. (DBS&A)
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Check the appropriate box as to whether the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	X	Subcontractor:	
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The following information requested pertains to the individual being proposed for this project.

Name:	Jason A. Hefner, P.E.	Key Personnel: (Yes/No)	
Individual's Title:	Project Engineer		
# of Years in Classification:	15	# of Years with Firm:	2

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Jason Hefner is a project engineer with 15 years of professional experience working on a wide range of projects, including geotechnical and geo-environmental engineering, mineral exploration and development, and renewable energy project development and permitting. He has experience in site reconnaissance, logging and sampling test borings and excavations, scheduling laboratory testing, performing geotechnical analyses, report preparation, preparation of permit applications, and maintaining communication with clients and regulators. Typical recent projects have included landfill slope stability analyses, heap leach pad geotechnical evaluations and slope stability analyses, subsurface exploration of potential rapid infiltration basin locations, and geotechnical evaluation and geomembrane design for lined impoundments.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

Timeframe: 2016

Company Name: Applied Soil Water Technologies LLC

Company Location: Sparks, NV

Position Title: Project Engineer

Project Name: Site Geotechnical Characterization and Slope Stability Analyses, All-Cities Landfill, Hayward, California

Project Details: Performed site geotechnical characterization and slope stability analyses for existing slopes consisting of interim cover fill materials. Slope stability was performed using Slope/W software and included stability for static as well as pseudostatic conditions.

Timeframe: 2016

Company Name: Applied Soil Water Technologies LLC

Company Location: Sparks, NV

Position Title: Project Engineer

Project Name: Final Cover Stability Evaluation, Sonoma County Central Disposal Site, Sonoma County, CA

Project Details: Performed various slope stability analyses for a proposed landfill final veneer cover system utilizing published methods. The veneer cover system consisted of, from bottom to top, 2-foot-thick engineered soil foundation layer, double-sided textured HDPE liner, geocomposite drainage layer,

and 1.5-foot-thick vegetative soil layer. Two slope angles and three slope lengths were evaluated. Three loading conditions were evaluated, including static, pseudostatic, and equipment loading.

Timeframe: 2016

Company Name: Applied Soil Water Technologies LLC

Company Location: Sparks, NV

Position Title: Project Engineer

Project Name: Slope Stability Analyses, Lone Mountain Facility, Oklahoma

Project Details: Performed slope stability analyses for existing and proposed slope configurations consisting of landfill waste and embankment fill materials. Slope stability was performed using Slope/W software and included stability for static as well as pseudostatic conditions.

Timeframe: 2014 – 2015

Company Name: Applied Soil Water Technologies LLC

Company Location: Sparks, NV

Position Title: Project Engineer

Project Name: NV Energy Tracy Power Station Evaporation Pond, NV Energy, Storey County, Nevada

Project Details: Conducted fieldwork, design, and permitting for a 5-acre double geomembrane-lined evaporation pond with leak detection system at the NV Energy Tracy Power Station. Fieldwork consisted of siting, logging, and sampling test pit excavations for two potential pond locations. Design services included preparation of designs for earthworks and geomembrane liner system. Permitting included preparation of the Nevada Division of Water Resources' Application for Approval of the Plans and Specifications for the Construction, Reconstruction or Alteration of a Dam, in addition to working with the US Army Corps of Engineers and the Nevada Division of Environmental Protection to fulfill proper project notification and obtain a waiver for the 401 Water Quality Certification requirement under Nationwide Permit Pre-Construction Notification.

Timeframe: 2016

Company Name: Applied Soil Water Technologies LLC

Company Location: Sparks, NV

Position Title: Project Engineer

Project Name: Sycamore Landfill Slope Stability Analyses, Sycamore Landfill, San Diego, California

Project Details: Performed various slope stability analyses for proposed cut slopes located around a new waste deposition area and for an electrical pole access road situated at the top of an 80-foot-tall slope with angles of approximately 45 to 60 degrees. Slope stability was performed using Slope/W software and included stability for static as well as pseudostatic conditions.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

University of Nevada, Reno, Nevada, B.S., Geological Engineering, 2001

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Professional Engineer, Nevada #22563, 2013

Professional Engineer, California #71122, 2006

Professional Engineer, Oregon #80232, 2007

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

1. Kevin Jordan, PE, GE, Stress Path Geotechnics, Inc., (760) 740-1704, no fax available, kevin@stresspath.net
2. Scott Jordan, President, Carlson Testing, Inc., (541) 330-9155, fax (541)330-9163, sjordan@carlsontesting.com
3. Richard Walsh, PE, GE, Business Development Manager, Hayward Baker Inc., (619) 443-3891, fax (619) 443-0724, rwalsh@HaywardBaker.com

Page intentionally blank; no additional information.

PART II – COST PROPOSAL COPY



Assessment and Work Plan for the Beatty Low Level Radioactive Waste Site

RFP No. 3271



SUBMITTED TO: Ronda Miller
State of Nevada, Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

RFP: 3271
COMPONENT: PART II – COST PROPOSAL
OPENING DATE: 9/15/16
OPENING TIME: 2:00 PM
FOR: Assessment & Work Plan for Beatty LLRW Site
VENDOR'S NAME: Daniel B. Stephens & Associates, Inc.

Title Page

Part II – Cost Proposal

RFP Title: Assessment & Work Plan for Beatty LLRW Site
RFP: 3271
Vendor Name: Daniel B. Stephens & Associates, Inc.
Address: 6020 Academy Road NE, Suite 100
Albuquerque, NM 87109
Opening Date: 9/15/16
Opening Time: 2:00 PM



RFP 3271 ASSESSMENT AND WORK PLAN FOR THE BEATTY LLRW SITE

Vendor Name: Daniel B. Stephens & Associates, Inc.

Item Number	Item/Activity	Labor	ODCs	Total	25% Contingency	Final Total
1	Overall Work Plan	\$14,320	\$1,500	\$15,820	\$3,955	\$19,775
2	Work plan to characterize the LLRW	\$6,940	\$250	\$7,190	\$1,798	\$8,988
3	Work plan for additional field investigation: to include the Health and Safety Plan	\$7,460	\$250	\$7,710	\$1,928	\$9,638
4	Draft EE/CA	\$18,724	\$250	\$18,974	\$4,744	\$23,718
5	Final EE/CA	\$12,958	\$250	\$13,208	\$3,302	\$16,510
6	Draft work plan for public outreach materials	\$3,098	\$2,250	\$5,348	\$1,337	\$6,685
7	Final work plan for public outreach materials	\$2,943	\$250	\$3,193	\$798	\$3,991
Total:		\$66,443	\$5,000	\$71,443	\$17,861	\$89,304

Total Price

\$89,304

Labor = Total of loaded labor rates for technical and administrative staff.

ODC = Other Direct Costs (includes items such as travel, per diem, document production costs, etc.)

**ATTACHMENT I – COST PROPOSAL CERTIFICATION OF COMPLIANCE
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with *all* the terms and conditions specified in this Request for Proposal.

YES X I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

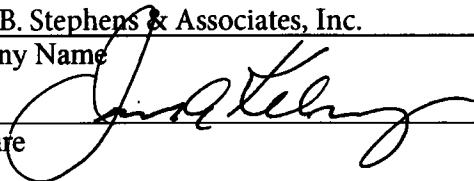
If the exception and/or assumption require a change in the terms in any section of the RFP, the contract, or any incorporated documents, vendors *must* provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Note: Only cost exceptions and/or assumptions should be identified on this attachment. Do not restate the technical exceptions and/or assumptions on this attachment.

Daniel B. Stephens & Associates, Inc.

Company Name

Signature



James A. Kelsey, P.G.

Print Name

September 13, 2016

Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)
1-6			See next page for assumptions.

**This document must be submitted in Tab III of vendor's cost proposal.
This form MUST NOT be included in the technical proposal.**

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)
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1	Section 3.1.7	Page 14 of 53	DBS&A's budget includes either development of draft and final work plans for public involvement or development of limited public involvement materials. If the State desires for DBS&A to implement public involvement tasks under this scope, we have budgeted for two public meetings, development of two 24-inch-by-36-inch easel boards for display and 50 copies of a single, two-sided brochure. The cost also includes publication of a meeting notice in up to three newspapers or other publications as directed by the DHHS and TAG. DBS&A is able to provide additional public meeting support on a task-order basis.
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2	General	N/A	For each deliverable, DBS&A will respond to one consolidated set of comments. Additional comments will result in changes to schedule and budget.
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3	General	N/A	Our proposed budget is based on timely input from the DHHS, TAG, and other stakeholders. If delays consume the contingency budget, work will stop until a new adjusted fee and schedule can be agreed upon.
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4	General	N/A	Meetings are assumed to take place via conference call or web conference, except for the two public meetings specified in the scope.
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5	Section 3.1.3	Page 11 of 53	No cost for any additional investigation work is included in our proposed budget. We assume any needed field investigation work will be performed on a task-order basis and is not included in our proposed scope and budget.
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6	Section 3.1.5	Page 13 of 53	In order to meet the schedule, the EE/CA will be developed based on existing data. Revisions to the Final EE/CA are not anticipated and are not included in our proposed scope and budget.
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