

State Contracts Review Office (SCRO)
DFA Budget Division
Bataan Memorial Bldg. - Room 194
Santa Fe, New Mexico 87503

TECHNICAL AND PROFESSIONAL SERVICES CONTRACT BRIEF

SCRO 1, Revised 10/90

(TYPE OR PRINT FIRMLY USING BLACK BALL-POINT PEN)

CONTRACTOR: A.T. Kearney, Inc. 064 667 5000
Dept. No./Div. No.

ADDRESS: One Labor Center, Suite 950, 1200 17th Street, Denver, CO 80202

PHONE: 303-572-6175 STATE TAX ID: 02-200809-008 FEDERAL ID: 36-6080 235
Agcy. Contr./Amend. No. 96/667-50/001

SOCIAL SECURITY NO.: _____ AGENCY CONTACT PERSON: Barbara Hoditschek PHONE: 827-4308

CONTRACT OR AMENDMENT AMOUNT: GENERAL FUND: \$ _____

OTHER STATE FUNDS: \$ 450,000

FEDERAL: \$ _____

TOTAL: \$ 450,000

CONTRACT TERM - FROM: 8-8-95 TO: 6/30/97

(DFA APPROVAL DATE)
TO BE FILLED IN BY STATE CONTRACTS OFFICER

BRIEF DESCRIPTION OF SERVICES: to provide technical expertise in review of (1) a permit application for a Resource Conservation and Recovery Act (RCRA) permit and (2) other technical documents on the Department of Energy's Waste Isolation Pilot Plant. Expertise not available within MED.

- PROCUREMENT PROCEDURE — PLEASE CHECK ONE OR MORE OF THE FOLLOWING:**
- Does not exceed \$20,000 (Excluding gross receipt taxes)
 - Amendment (Requires written justification, if applicable)
 - Competitive Proposal (I certify that the competitive sealed proposal process required by the Procurement Code has been followed.)
 - Sole Source (A written determination signed by the Cabinet Secretary, Agency Head, or Designee is attached.)
 - Exempt procurement from a state agency

- OTHER REQUIREMENTS — ENTER Y (YES), N (NO), OR N/A (NOT APPLICABLE) TO EACH OF THE FOLLOWING:**
- N Is contract with a state employee, legislator or former state employee employed within the preceding year? If yes, please indicate which: State Employee _____; Legislator _____; or Former State Employee _____. (Conflict of Interest Act, Sections 10-16-7, 10-16-8 or 10-16-9 NMSA 1978).
 - Y Has contractor earned more than \$5,000.00 from one or more state agency professional services contracts within the last 12 months? If yes, has conflict of interest form been filed with the Secretary of State? (Section 10-16-12 NMSA 1978.)
 - Y The agency hereby certifies to the DFA that the contractor will perform at all times as an independent contractor for purposes of IRS tax compliance and is not performing services as an employee of the agency.
 - N/A Architect/Engineer/Land Surveyor selection process has been followed.
 - N/A Information Systems Council approval has been obtained.
 - N/A Attorney General review (If contract is greater than \$200,000, or may violate the Conflict of Interest Act) has been obtained.
 - Y Agency is unable to perform services to be provided by contractor.

(Cabinet Secretary, Agency Head or Designee) Title Date 7/1/95

DFA USE ONLY	CATEGORY: _____ STAFF: _____ KW1: _____ KW2: _____ FY: _____
	1ST RECPT: _____ RETURNED/HELD: _____ MO: _____
	SUBS RECPT: _____ SENT TO F/C: _____ NO: _____
	RET FR F/C: _____ RESUB TO F/C: _____ AM: _____
	ENCUMBRANCE # 1: _____ MED #1: _____ Amount # 1: \$ _____
	ENCUMBRANCE # 2: _____ MED #2: _____ Amount # 2: \$ _____

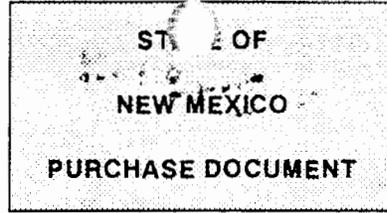
COMMENTS:

VENDOR CODE: 0000 0000

VENDOR NAME AND ORDER ADDRESS:
 C. L. FLETCHER, INC.
 P.O. BOX 91740
 220 PLYMOUTH PLAZA
 CHICAGO, IL 60696

SEI/FR FUND

SELLER AGENCY CODE



PAGE 1 DATE 08/01/95

AGENCY CODE 067 DOC NUMBER 96-064-40009

TERMS NET 30 DELIVERY DATE

FOB DES

Buyer: Haz & Rad Materials Bureau
 H. Environment Department
 525 Camino de los Marquez-54
 Santa Fe, NM 87502

AGENCY CONTACT: E. Benyism, Lrika

Seller: Haz & Rad Materials Bureau
 H. Environment Department
 525 Camino de los Marquez-54
 Santa Fe, NM 87502

PHONE NUMBER: Req# 9612

CONTRACT ORDER (APPROVED VENDORS MUST BE USED FOR ITEMS UNDER CONTRACT)

CO/PA NO: _____ EXPIRES: _____

PURCHASE REQUISITION (BIDS MUST BE REQUESTED FOR ITEMS OVER \$500.00)

BUYER: _____

RECOMMENDED SOURCE & SPECIAL REMARKS:

ESTABLISH RENEWAL NO: _____

DIRECT PURCHASE ORDER (ONLY VALID FOR PURCHASES \$500.00 AND UNDER)

EXEMPT FROM THE NM PROCUREMENT CODE PURSUANT TO SECTION _____ NMSA, 1978

FOR ENCUMBERING PURPOSES ONLY
 REASON: _____

LN	FUND	AGCY	ORG	OBJECT	AMOUNT	FOR AGENCY USE		
01	064	067	0000	0522	60000.00	520440	5005200	60000.00
TOTAL					60000.00			

MAXIMUM OF SIX ACCOUNTING DISTRIBUTION LINES PER PURCHASE DOCUMENT

FOR PURCHASE REQUISITIONS THE FOLLOWING APPROVAL IS CERTIFICATION OF CASH AND BUDGET AVAILABILITY - PER DFA RULE

AGENCY AUTHORIZED SIGNATURE: *Margaret Doyle* TITLE: DATE: 8/1/95

APPROVAL 1 DATE APPROVAL 2 DATE APPROVAL 3 DATE APPROVAL 4 DATE

COMM LN	QUANTITY	UNIT	COMMODITY CODE	ACCT LN	ARTICLE AND DESCRIPTION	UNIT COST	TOTAL COST
1	60000	EA			To encumber for this contract to provide technical expertise in review of a permit application for a Resource Conservation and Recovery Act	.10	60000.00
							96/667.50/001

* NEED TO AM (BE) MBE PROCUREMENT OFFICE *

TOTAL 60000.00

Contract No. 96/667.50/001

COPY

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
PROFESSIONAL SERVICES CONTRACT

This contract made and entered into by and between the State of New Mexico Environment Department, hereinafter referred to as the "Department" and A.T. Kearney, Inc., hereinafter referred to as the "Contractor."

I. Scope of Work

The contractor shall provide expertise in the technical review of (1) a permit application for a Resource Conservation and Recovery Act (RCRA) permit and (2) other technical documents on the Department of Energy (DOE) Waste Isolation Pilot Plant (WIPP). The review must compare the applicant's Part B submittals to the permitting requirements and technical standards in the New Mexico Hazardous Waste Management Regulations (20 NMAC 4.1), Subpart IX, 40 CFR Section 270 and Subpart V, Section 264. The other WIPP technical documents for review would include, but not be limited to: hydrogeological reports; waste packaging and placement criteria; waste treatment; explosiveness, gas production and emergency response reports; sampling and statistical programs; radiation standards and protection; long-term impact on public radiation standards and protection; long-term impact on public health, safety and the environment. The contractor shall assist the department in the review of this application for completeness and technical adequacy by accomplishing the following:

- A. Technical evaluation reviews to assist the Department in determining whether or not the facility will meet the RCRA permitting standards.
 - 1. Prior to the technical review of the application by the Contractor, the Contractor shall meet with the RCRA Permits Program Manager (RPPM) and determine an adequate and specific time frame within the scope of the Contract for review of the technical evaluation functions of the Part B application.
 - 2. Provide checklist review.
 - a. Complete checklists provided by the Department and provide a summary of the findings from the review.

- b. Upon completion of the checklist review, the Contractor shall schedule a meeting with the RPPM to discuss the findings.
 - c. The Contractor shall furnish the checklist in completed form and a written report of the summary of findings and deficiencies from the review. The Contractor shall provide necessary reports both in written form and on a word processing archive diskette.
 - d. The Contractor shall be available to conduct task C. (Evaluation of NOD Responses from Applicant) upon notification by the RPPM.
3. Perform technical review of the permit application
- a. The Contractor shall review the application for compliance with the technical requirements detailed in 20 NMAC 4.1, Subpart V, 40 CFR Part 264, Subparts A-G, I, S, X, AA and BB, and Part 268.
 - b. The Contractor shall provide technical expertise in air, soil and water modeling, meteorology, and risk assessment to determine if the standards required under 20 NMAC 4.1, Subpart V, Section 264.601 are met.
 - c. The Contractor must review the waste analysis plan with particular attention being focused on quality assurance/quality control portions associated with the sampling and analysis functions being performed at a generating site. The review must also determine whether the waste characterization is adequate for all waste packaged for transport to WIPP. A report on the proposed waste analysis plan and the quality assurance/quality control procedures shall be submitted to the Department and a meeting scheduled with the RPPM to discuss the findings in the report.
 - d. The Contractor shall review the data and the discussion to evaluate the logical progression of the information and the

assumptions involved in the permit application.

- e. The Contractor shall review the data contained in the tables, figures, technical drawings and elsewhere and verify the calculations presented in support of the application.
- f. The Contractor shall review the applicant's conclusions to ensure compatibility with the data presented and the validity of the proposed conclusions.
- g. Upon completion of the technical evaluation, the Contractor shall schedule a meeting with the RPPM to discuss the findings. The RPPM will make the final determination as to whether or not the permit application meets the technical standards.
- h. The Contractor shall be available to conduct task C. (Evaluation of NOD Responses from Applicant) upon notification by the RPPM.

B. Evaluation of Notice of Deficiency (NOD) or Other Responses From the Applicant

- 1. The Contractor shall review any application revisions made in response to the Contractor's or the Department's technical review letters.
- 2. Support the Department in preparing for and conducting meetings or conference calls with the applicant regarding comments provided by the Contractor to the Department as a result of completeness and/or technical reviews.
- 3. This support shall include but not be limited to developing agendas for meetings, providing summaries of the major issues to be discussed and review of relevant regulations and guidance that may be discussed at the meeting.
- 4. The Department will conduct all such meetings, but the Contractor shall be ready to respond to the applicant's comments/questions when directed by the RPPM.

C. Decision Analysis After Completion of Completeness and Technical Reviews

1. The Contractor as a portion of the completeness and technical reviews shall prepare a report which provides a basis for permit denial decisions at that step in the review.
2. The Contractor shall detail in the report whether or not enough information exists to support continuation of the permitting process following a completeness review and whether or not adequate technical information has been provided to support continuation of the permitting process following a technical review.
3. The Contractor shall furnish the report for or against continuation of the permit process at the time of the submission of the completeness review and/or technical report.
4. The Department will make all decisions regarding the permitting process and policies.

D. Administrative Permit Processing

1. The Contractor shall provide assistance to the Department in support of general permitting activities. These activities shall include, but are not limited to the following:
 - a. Assure that all requests for information go through the RPPM.
 - b. Prepare draft permits or designated permit modules and supporting materials including statements of basis and fact sheets.
 - c. Provide support to the Department in furnishing expert witnesses for hearings, in preparing responses to comments submitted by the public and in administrative appeal action during the period of the performance of the contract.
 - d. Provide support to the Department in coordinating and conducting public hearings, meetings, and other program or community-related activities including preparing, reviewing and assembling all written and verbal materials to be issued

in conjunction with implementation of public involvement plans.

- e. The Contractor shall be available to conduct task C. (Evaluation of NOD Responses from Applicant) upon notification by the RPPM.
- f. The Contractor shall provide the Department a compliance checklist that will aid the Department in the enforcement of the reviewed permit.
- g. The Contractor shall make any necessary corrections to the permit after the Department conducts a quality control review.

E. Contract Requirements Regarding Review of Other Technical Documents

- 1. The Contractor shall provide assistance to the Department in support of general review of other technical documents. These activities shall include, but are not limited to:
 - a. The Contractor shall review the data and the discussions to evaluate the logical progression of the information and the assumptions involved in the document.
 - b. The Contractor shall review the data contained in the tables, figures, technical drawings and elsewhere and verify the calculations presented in the document.
 - c. The Contractor shall review the conclusions in the document to ensure compatibility with the data presented and the validity of the proposed conclusions.
 - d. Upon completion of the technical evaluation, the Contractor shall schedule a meeting with the RPPM to discuss the findings. The RPPM will make the final determination regarding any proposed action or conclusions.
 - e. The Contractor shall be available to evaluate the responses from the DOE upon notification by the RPPM.

II. Compensation

- A. The Department shall pay to the Contractor in full payment for services rendered a sum not to exceed \$450,000.

Gross Receipts Tax

- B. The New Mexico Gross Receipts Tax levied on the amounts payable under this contract shall be paid:

_____ By Contractor _____ By Agency to
Taxation & Revenue and
TS-22

 x By Agency to _____ Contractor
Contractor is exempt from payment

- C. The total amount of this contract shall not exceed \$450,000.

- D. Payment shall be made upon receipt of a detailed, certified Statement of Account. Such statements shall be submitted to the Hazardous & Radioactive Materials Bureau, c/o RCRA Permit Program Manager, New Mexico Environment Department, P.O. Box 26110, 525 Camino de los Marquez, Santa Fe, New Mexico 87502.

III. Term

This contract shall become effective upon approval in writing by the Department of Finance and Administration. This contract shall terminate on June 30, 1997, unless extended, or terminated pursuant to paragraph IV, below.

IV. Termination

This contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

V. Status of Contractor

The Contractor and his agent and employees are independent Contractors performing professional services for the Division and are not employees of the State of New Mexico. The Contractor and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this contract.

VI. Assignment

The Contractor shall not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this contract without the prior written approval of the Department.

VII. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this contract without prior written approval of the Department, which shall not reasonably be withheld. The Contractor may provide either owned or rental equipment. If subcontractors are employed, the Contractor is responsible for ensuring that the subcontractor completes the work and is paid.

VIII. Records and Audit

- A. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Department, the Department of Finance and Administration, and the State Auditor. The Department shall have the right to audit billings both before and after payment; payment under this contract shall not waive the rights of the Department to recover excessive or illegal payments.
- B. The Contractor must detail the labor (by identifying staff and hourly rate), equipment, and material rates of frequently used items used in the review of permit applications and related documents. Hourly labor rates appear in Attachment A.
- C. Labor rates shall be proposed on an hourly basis. Straight time, weekday overtime, and weekend rates must be proposed. Weekday overtime and weekend rates shall be included in the contract but will not be used for evaluation. Hourly rates for personnel shall include but not be limited to staff benefits and administrative overhead and profit. Travel expenses that the Contractor incurs in performance of this contract shall be at the cost of the Contractor. The Department requires that its designee approve in advance and in writing any travel under this contract.
- D. The Contractor shall specify what personnel, equipment and services are contained in-house versus what personnel, equipment and services the Contractor will subcontract or rent. For subcontracts and rentals, the Contractor shall

specify what percentage, if any, is added to the billing.

E. The Contractor staff may be required to testify, in legal proceedings, as to the technical adequacy of their activities pursuant to this contract. Factual testimony is paid in accordance with applicable statutes and regulations; expert testimony will be paid at the staff's regular hourly wage.

F. The Contractor shall provide comprehensive billing itemized so that the Department can easily understand activities and costs.

IX. Release

The Contractor, upon final payment of the amount due under this contract, releases the Department, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein by the State of New Mexico, unless the Contractor has express written authority to do so and then only within the strict limits of that authority.

X. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department.

XI. Product of Service - Copyright

All materials developed or acquired by the Contractor under this contract shall become the property of the State of New Mexico and shall be delivered to the Department no later than the termination date of this contract. Nothing produced, in whole or part, by the Contractor under this contract shall be the subject of an application for copyright by or on behalf of the Contractor.

XII. Conflict of Interest

The Contractor warrants that it does not hold any other contract with the DOE for the writing and review of the Part A and B applications or any other contract with DOE for WIPP activities related to these applications.

XIII. Amendment

This contract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

XIV. Scope of Agreement

This contract incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understanding have been merged into this written contract. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this contract.

XV. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

XVI. Equal Opportunity Compliance

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of New Mexico, the Contractor agrees to assure that no person in the United States shall on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied by benefits of or otherwise be subjected to discrimination under, any program or activity performed under this agreement. If Contractor is found to be not in compliance with these requirements during the life of this contract, Contractor agrees to take appropriated steps to correct these deficiencies. The Contractor shall also assure that its subcontractors shall follow all pertinent local, state and federal rules and regulations.

XVII. Applicable Law

This contract shall be governed by the laws of the State of New Mexico.

XVIII. Liability Insurance

A. The Contractor warrants that it shall, at all times during the term of this contract, have and keep in

force liability insurance in at least the amount of the applicable limits in the New Mexico Tort Claims Act, Section 41-4-1 et.seq., NMSA 1978, and any amendments thereto. Such insurance shall be written by an insurance company licensed to do business in New Mexico and shall cover all liability which might arise from the provision of services under this contract.

- B. The Contractor shall immediately notify the New Mexico Environment Department upon the cancellation of any insurance for its employees as required by New Mexico law.
- C. The Contractor shall provide Workers' Compensation insurance for its employees as required by New Mexico law.

XIX. Contractor Warrants, Represents, and Covenants

The Contractor Warrants, represents, and covenants as follows:

- A. Capabilities: Contractor has the capability, experience, and means required to perform the services contemplated by this agreement. Services will be performed using personnel, equipment and material qualified and/or suitable to do the work requested.
- B. Compliance with Standards; Contractor will perform services hereunder in a diligent and workmanlike manner consistent with: Accepted professional practices (when applicable); federal, state and local laws, regulations, and ordinances; and client's rules as made known to Contractor.
- C. Notice of Violation: Contractor shall notify client if (a) Contractor is served with notices of significant violation of any law, regulation, permit or license which relates to its service(s) hereunder; (b) proceedings are commenced which could lead to revocation of permits or licenses which relate to such service(s); (c) permits, licenses, or other governmental authorization relation to such service(s) are revoked; (d) litigation is commenced against Contractor which could affect such service(s); or (e) Contractor becomes aware that its equipment or facilities related to such services are not in compliance with applicable laws, regulations, permits, or licenses.
- D. Client's Rules: Contractor will observe client's rules, as the same are made known to Contractor, including those involving health, safety,

environment, and security, when working at any of the client's facilities.

- E. Professional Standards: As applicable, for the services performed hereunder, Contractor will apply its best present judgment, use its best level of effort consistent with professional standards in performing the services, and endeavor to enable client to meet its objectives in question as the same shall be disclosed to Contractor by client.

XX. Release of Contract Information

Unless the written consent of the Department is first obtained, the Contractor shall not disclose any information relating to the performance of this Contract to any person not authorized by the Department to receive it. The Contractor shall refer all requests for information concerning performance of this Contract to the Department.

IN WITNESS THEREOF, the parties hereto have set their hands.

STATE OF NEW MEXICO

BY:

Maile G. Mailey
Department Secretary

DATE:

8/3/95

CONTRACTOR

BY:

Jerry C. Mailey
Jerry C. Mailey

TITLE:

Director of Contracts

DATE:

July 13, 1995

Guida Amer / Terry - J
Assistant General Counsel

DATE:

July 21, 1995

TAXATION AND REVENUE DEPARTMENT

ID NO.

02-200809-008

BY:

P. McElroy

DATE:

8/14/95

DEPARTMENT OF FINANCE AND ADMINISTRATION

Evangeline M. Felter
STATE CONTRACTS OFFICE

DATE:

8-8-95

**A.T. KEARNEY, INC.
PROPRIETARY DATA**

HOURLY RATES STRAIGHT TIME	
LABOR CATEGORY	
SR. ENVIRONMENTAL SCIENTIST	98.83
MID ENVIRONMENTAL SCIENTIST	74.40
JR. ENVIRONMENTAL SCIENTIST	51.92
SR. GEOSCIENTIST	95.48
MID GEOSCIENTIST	77.31
JR. GEOSCIENTIST	35.97
SR. ENGINEER	99.91
MID ENGINEER	67.09
JR. ENGINEER	48.59
SR. HAZ. WASTE MGMT. SPECIALIST	99.96
MID HAZ. WASTE MGMT. SPECIALIST	90.06
JR. HAZ. WASTE MGMT. SPECIALIST	49.28
MID TECHNICAL ASSISTANT	38.38
CLERICAL SUPPORT	30.59
PROGRAM DIRECTOR	106.51
TECHNICAL MANAGER	94.83

HOURLY RATES WEEKDAY OVERTIME AND WEEKEND RATES	
LABOR CATEGORY	
SR. ENVIRONMENTAL SCIENTIST	50.16
MID ENVIRONMENTAL SCIENTIST	50.14
JR. ENVIRONMENTAL SCIENTIST	49.23
SR. GEOSCIENTIST	53.03
MID GEOSCIENTIST	15.37
JR. GEOSCIENTIST	35.97
SR. ENGINEER	47.14
MID ENGINEER	50.16
JR. ENGINEER	38.25
SR. HAZ. WASTE MGMT. SPECIALIST	53.65
MID HAZ. WASTE MGMT. SPECIALIST	59.06
JR. HAZ. WASTE MGMT. SPECIALIST	44.59
MID TECHNICAL ASSISTANT	34.63
CLERICAL SUPPORT	45.89
PROGRAM DIRECTOR	44.59
TECHNICAL MANAGER	58.10

**A.T. KEARNEY, INC.
PROPRIETARY DATA**