

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

OR  
P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**47077 04**

PAGE 1 of 2	ORDER DATE 12/05/14
BUSINESS UNIT 74105884	BUYER JENNIFER CROUSE (AS)
VENDOR NUMBER: 1968099	
VENDOR ADDRESS:  JK ENERGY CONSULTING LLC 650 J ST STE 108 LINCOLN NEBRASKA 68508-2915	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

**JANUARY 01, 2015 THROUGH DECEMBER 31, 2015**

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3504 Z1

Contract to supply and deliver a qualified person, persons, or firm to assist the Nebraska Power Review Board (NPRB) in representing the interests of the NPRB, the State of Nebraska, and Nebraska's electric ratepayers in matters pertaining to electric transmission issues before the Southwest Power Pool (SPP), the SPP's Regional State Committee (RSC) and in particular to act as the NPRB's voting representative on the RSC's Cost Allocation Working Group (CAWG), and to keep the NPRB apprised of SPP, RSC, CAWG and related activities to the State of Nebraska as per the attached specifications for the contract period January 1, 2015 through December 31, 2015. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to the Request For Proposal, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: [http://das.nebraska.gov/lb403/attestation\\_form.pdf](http://das.nebraska.gov/lb403/attestation_form.pdf)
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;

12/11/14  
plc  
12-8-14  
Jennifer Crouse  
BUYER  
12-10-14  
MATERIEL ADMINISTRATOR

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PAGE 2 of 2	ORDER DATE 12/05/14
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VENDOR NUMBER: 1968099	

2. Contract Award and any attached Addenda;
3. The signed Request for Proposal form and the Contractor's proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request For Proposal form and the Contractor's proposal 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska. Once Requests for Proposal are opened they become the property of the State of Nebraska and will not be returned.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Vendor Contact: John A. Krajewski, President  
 Phone: 402-440-0227  
 Fax: 402-435-4244  
 E-Mail: jk@jkenergyconsulting.com

THIS IS THE FOURTH RENEWAL OF THE CONTRACT AS AMENDED. (djo 12/5/14)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	SOUTHWEST POWER POOL CONSULTANT	12.0000	MO	13,500.0000	162,000.00
2	HOURLY RATE FOR JOHN A KRAJEWSKI P E AND WILLIAM Y LEUNG	100.0000	HR	125.0000	12,500.00
3	HOURLY RATE OF ADMINISTRATIVE STAFF	20.0000	HR	50.0000	1,000.00
<b>Total Order</b>					<b>175,500.00</b>

  
 BUYER INITIALS

# STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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**CONTRACT NUMBER**  
**47077 04**

PAGE 1 of 3	ORDER DATE 06/19/14
BUSINESS UNIT 74105884	BUYER JENNIFER CROUSE (AS)
VENDOR NUMBER: 1968099	
VENDOR ADDRESS:  JK ENERGY CONSULTING LLC 650 J ST STE 108 LINCOLN NEBRASKA 68508-2915	

THE CONTRACT PERIOD IS:

**JANUARY 01, 2014 THROUGH DECEMBER 31, 2014**

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3504 Z1

Contract to supply and deliver a qualified person, persons, or firm to assist the Nebraska Power Review Board (NPRB) in representing the interests of the NPRB, the State of Nebraska, and Nebraska's electric ratepayers in matters pertaining to electric transmission issues before the Southwest Power Pool (SPP), the SPP's Regional State Committee (RSC) and in particular to act as the NPRB's voting representative on the RSC's Cost Allocation Working Group (CAWG), and to keep the NPRB apprised of SPP, RSC, CAWG and related activities to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor, by signature to the Request For Proposal, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: [http://das.nebraska.gov/lb403/attestation\\_form.pdf](http://das.nebraska.gov/lb403/attestation_form.pdf)
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the

PK 6/19/14  
Jennifer Crouse 6/19/14  
BUYER  
MATERIEL ADMINISTRATOR

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**CONTRACT NUMBER**  
**47077 O4**

PAGE 2 of 3	ORDER DATE 06/19/14
BUSINESS UNIT 74105884	BUYER JENNIFER CROUSE (AS)
VENDOR NUMBER: 1968099	

US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Invitation to Bid shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Request For Proposal form and the Contractor's proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request For Proposal form and the Contractor's proposal 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once Requests For Proposal are opened they become the property of the State of Nebraska and will not be returned.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Vendor Contact: John A. Krajewski, President  
 Phone: 402-440-0227  
 Fax: 402-435-4244  
 E-Mail: jk@jkenergyconsulting.com

THIS IS THE THIRD RENEWAL OF THE CONTRACT AS AMENDED. (10/10/2013 ked)

AMENDMENT THREE (3) AS ATTACHED. (06/19/2014 ked)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	SOUTHWEST POWER POOL CONSULTANT	12.0000	MO	13,500.0000	162,000.00
2	HOURLY RATE FOR JOHN A KRAJEWSKI P E AND WILLIAM Y LEUNG	100.0000	HR	125.0000	12,500.00

  
 BUYER INITIALS

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**CONTRACT NUMBER**  
**47077 04**

PAGE 3 of 3	ORDER DATE 06/19/14
BUSINESS UNIT 74105884	BUYER JENNIFER CROUSE (AS)
VENDOR NUMBER: 1968099	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
3	HOURLY RATE OF ADMINISTRATIVE STAFF	20.0000	HR	50.0000	1,000.00
<b>Total Order</b>					<b>175,500.00</b>



  
 BUYER INITIALS

AMENDMENT THREE

Contract 47077 O4

Assist the Nebraska Power Review Board (NPRB) in representing the interests of the NPRB,  
the State of Nebraska, and Nebraska's electric ratepayers

Between

The State of Nebraska and JK Energy Consulting LLC

This Amendment (the "Amendment") is made by the State of Nebraska and JK Energy Consulting LLC, parties to Contract 47077 O4 (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

1. Lines 2 and 3 of the contract are hereby added with the following:

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
2	Hourly Rate for John A Krajewski P E and William Y Leung	100.0000	HR	125.00	12,500.00
3	Hourly Rate of Administrative Staff	20	HR	50.00	1,000.00

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

By: 

Name: Bo Botelho

Title: Materiel Administrator

Date: 6/19/14

Contractor: JK Energy Consulting LLC

By: 

Name: John A. Krajewski

Title: President / Sole Member

Date: 6/18/2014

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**CONTRACT NUMBER**  
**47077 04**

PAGE 1 of 2	ORDER DATE 10/10/13
BUSINESS UNIT 74105884	BUYER PETER KROLL (AS)
VENDOR NUMBER: 1968099	
VENDOR ADDRESS:  JK ENERGY CONSULTING LLC 650 J ST STE 108 LINCOLN NEBRASKA 68508-2915	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

**JANUARY 01, 2014 THROUGH DECEMBER 31, 2014**

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Original/Bid Document 3504 Z1

Contract to supply and deliver a qualified person, persons, or firm to assist the Nebraska Power Review Board (NPRB) in representing the interests of the NPRB, the State of Nebraska, and Nebraska's electric ratepayers in matters pertaining to electric transmission issues before the Southwest Power Pool (SPP), the SPP's Regional State Committee (RSC) and in particular to act as the NPRB's voting representative on the RSC's Cost Allocation Working Group (CAWG), and to keep the NPRB apprised of SPP, RSC, CAWG and related activities to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

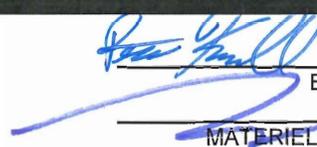
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The contractor, by signature to the Request For Proposal, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

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3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be

 10/10/13  
BUYER P.K. 10/10/13  
MATERIEL ADMINISTRATOR

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BUSINESS UNIT 74105884	BUYER PETER KROLL (AS)
VENDOR NUMBER: 1968099	

disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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2. Contract Award and any attached Addenda;
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It is understood by the parties that in the State of Nebraska' s opinion, any limitation on the contractor' s liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor' s bid response.

Vendor Contact: John A. Krajewski, President  
 Phone: 402-440-0227  
 Fax: 402-435-4244  
 E-Mail: jk@jkenergyconsulting.com

THIS IS THE THIRD RENEWAL OF THE CONTRACT AS AMENDED. (10/10/2013 ked)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	SOUTHWEST POWER POOL CONSULTANT	12.0000	MO	13,500.0000	162,000.00
<b>Total Order</b>					<b>162,000.00</b>

 BUYER INITIALS

# STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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PAGE 1 of 2	ORDER DATE 10/10/13
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VENDOR NUMBER: 1968099	
VENDOR ADDRESS:  JK ENERGY CONSULTING LLC 650 J ST STE 108 LINCOLN NEBRASKA 68508-2915	

THE CONTRACT PERIOD IS:

**JANUARY 01, 2013 THROUGH DECEMBER 31, 2013**

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3504 Z1

Contract to provide a qualified person, persons, or firm to assist the Nebraska Power Review Board (NPRB) in representing the interests of the NPRB, the State of Nebraska, and Nebraska's electric ratepayers in matters pertaining to electric transmission issues before the Southwest Power Pool (SPP), the SPP's Regional State Committee (RSC) and in particular to act as the NPRB's voting representative on the RSC's Cost Allocation Working Group (CAWG), and to keep the NPRB apprised of SPP, RSC, CAWG and related activities, for a period effective January 1, 2013 through December 31, 2013 with the option to renew in two (2), one (1) year periods as mutually agreed upon by all parties.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

  
BUYER   
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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PAGE 2 of 2	ORDER DATE 10/10/13
BUSINESS UNIT 74105884	BUYER PETER KROLL (AS)
VENDOR NUMBER: 1968099	

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

Vendor Contact: John A. Krajewski, President  
 Phone: 402-440-0227  
 Fax: 402-435-4244  
 E-Mail: jk@jkenergyconsulting.com

THIS IS THE SECOND RENEWAL OF THE CONTRACT AS AMENDED. (12/20/12 jh)

AMENDMENT ONE (1) AS ATTACHED. (02.28.13/ckelly)

AMENDMENT TWO (2) AS ATTACHED. (10/10/2013 ked)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	SOUTHWEST POWER POOL CONSULTANT	12.0000	MO	13,500.0000	162,000.00
<b>Total Order</b>					<b>162,000.00</b>

*PK*  
 BUYER INITIALS

AMENDMENT TWO  
Contract  
Southwest Power Pool Contractor for the State of Nebraska  
Between  
The State of Nebraska and JK Energy Consulting LLC

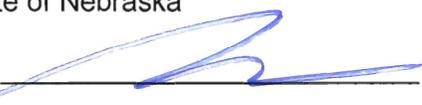
This Amendment (the "Amendment") is made by the State of Nebraska and JK Energy Consulting LLC, parties to Contract 47077 O4 (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows effective on November 01, 2013:

Line 2 is hereby deleted in its entirety.

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

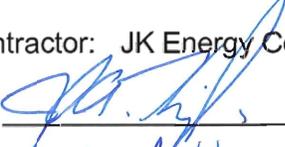
By: 

Name: Bo Botelho

Title: Material Administrator

Date: 10/11/13

Contractor: JK Energy Consulting LLC

By: 

Name: John A. Krajewski

Title: President / Sole Member

Date: 10/03/2013

# STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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**CONTRACT NUMBER**  
**47077 O4**

PAGE 1 of 2	ORDER DATE 02/28/13
BUSINESS UNIT 74105884	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 1968099	
VENDOR ADDRESS:  JK ENERGY CONSULTING LLC 4727 N 26TH ST STE A LINCOLN NEBRASKA 68521-4706	

THE CONTRACT PERIOD IS:

**JANUARY 01, 2013 THROUGH DECEMBER 31, 2013**

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Contract to provide a qualified person, persons, or firm to assist the Nebraska Power Review Board (NPRB) in representing the interests of the NPRB, the State of Nebraska, and Nebraska's electric ratepayers in matters pertaining to electric transmission issues before the Southwest Power Pool (SPP), the SPP's Regional State Committee (RSC) and in particular to act as the NPRB's voting representative on the RSC's Cost Allocation Working Group (CAWG), and to keep the NPRB apprised of SPP, RSC, CAWG and related activities, for a period effective January 1, 2013 through December 31, 2013 with the option to renew in two (2), one (1) year periods as mutually agreed upon by all parties.

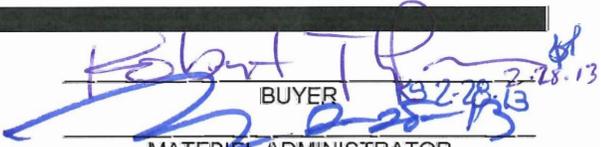
The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract shall incorporate the following previously submitted documents:

  
BUYER  
MATERIAL ADMINISTRATOR

# STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau  
 301 Centennial Mall South, 1st Floor  
 Lincoln, Nebraska 68508  
 OR  
 P.O. Box 94847  
 Lincoln, Nebraska 68509-4847  
 Telephone: (402) 471-2401  
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**CONTRACT NUMBER  
 47077 04**

PAGE 2 of 2	ORDER DATE 02/28/13
BUSINESS UNIT 74105884	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 1968099	

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

Vendor Contact: John A. Krajewski, President  
 Phone: 402-440-0227  
 Fax: 402-435-4244  
 E-Mail: jk@jkenergyconsulting.com

THIS IS THE SECOND RENEWAL OF THE CONTRACT AS AMENDED. (12/20/12 jh)

AMENDMENT ONE (1) AS ATTACHED. (02.28.13/ckelly)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	SOUTHWEST POWER POOL CONSULTANT	12.0000	MO	13,500.0000	162,000.00
2	SOUTHWEST POWER POOL CONSULTANT MWG/CAWG Task Force Participation 24 hours/month	9.0000	MO	3,000.0000	27,000.00
<b>Total Order</b>					<b>189,000.00</b>

  
 BUYER INITIALS

AMENDMENT ONE  
Contract 47077 O4  
Southwest Power Pool Contractor for the State of Nebraska  
Between  
The State of Nebraska and JK Energy Consulting LLC

This Amendment (the "Amendment") is made by the State of Nebraska and JK Energy Consulting LLC, parties to Contract 47077 O4 (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

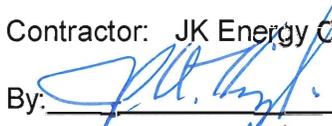
1. Section IV. D. of the Contract is hereby replaced and superseded by Attachment A.
2. Line 2 is hereby added to the Contract accordingly as follows, pursuant to Section III.JJ. Changes in Scope/Change Orders of the Contract:

SOUTHWEST POWER POOL CONSULTANT MWG/CAWG TASK FORCE PARTICIPATION 24 hours/month	9.0000	MO	3,000.0000	27,000.00
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This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska  
By:   
Name: Bo Botelho  
Title: Material Administrator  
Date: 2-28-13

Contractor: JK Energy Consulting LLC  
By:   
Name: John A. Krogjanski  
Title: President / Sole Member  
Date: 2/25/2013

The following will be amended from the Contract:

**Section IV.**

**D. SCOPE OF WORK**

The successful Applicant will be designated as the NPRB's representative on the CAWG. Applicant will also be expected to monitor the activities of the SPP Board of Directors, RSC, CAWG, Markets and Operations Policy Committee (MOPC), and RITF. It will likely be necessary for the Applicant to monitor activities of the task forces and working groups formed under the aforementioned SPP Board of Directors, RSC, CAWG and MOPC in order to follow and understand all activities at SPP. In addition to monitoring, the Applicant may participate in such working groups as deemed relevant and necessary, including taking leadership roles when appropriate. These working groups may include but are not limited to the joint Market Working Group (MWG) / Cost Allocation Working Group (CAWG) task force and such other task forces as may arise. The successful Applicant will be responsible, at a minimum, for the following: review and analyze background and preparatory documents for the SPP Board of Directors, RSC and CAWG meetings; brief the NPRB's designated RSC member prior to each RSC meeting; occasionally update the entire NPRB and/or the NPRB's executive director on SPP activities; attend all meetings of the RSC and CAWG, and all or most meetings of the SPP Board of Directors and Rate Impact Task Force (RITF). Applicant will be expected to attend RSC meetings with the NPRB's designated voting member. On occasions when the NPRB's RSC member is not able to attend an RSC meeting in person and must participate via telephone, the contractor may be asked to travel to the NPRB member's office in order to advise the NPRB's RSC member during telephonic participation. Applicant will coordinate closely with the representatives from LES, NPPD, and OPPD, and any other Nebraska utility that might join the SPP, when formulating the position to be taken by the NPRB on behalf of the State of Nebraska in matters before the SPP and its related groups and organizations. Applicant may be asked to occasionally meet with and brief the governing body of Nebraska utilities that are SPP members, or the Nebraska Power Association (NPA) Board of Directors (the NPA is a voluntary association comprised of representatives from all sectors of Nebraska's electric industry), concerning NPRB activities and positions on SPP issues. Absent an unusual amount of SPP activity or sensitive issues pertaining to Nebraska, it is anticipated Applicant would only rarely be asked to attend meetings or give briefings to utility governing bodies, not more often than quarterly. The NPA normally meets every other month, on the third Wednesday of the month, in Lincoln, Nebraska. Applicant may be asked to attend the NPA Board of Directors meetings on a regular basis.

Meetings of the SPP RSC and Board of Directors are normally, but not always, held in conjunction with one another. The Applicant will be expected to attend meetings in person, unless otherwise directed or authorized by the NPRB's designated RSC member or the NPRB's executive director. Applicant will maintain close contact with the NPRB's designated RSC member and executive director, provide updates and advice to them, and receive general policy directions from them when time permits. When time does not permit, Applicant will coordinate with the Nebraska utility representatives present at the applicable meeting and use his or her judgment to represent Nebraska's best interests. Applicant is expected to use his or her judgment in the event the Nebraska utilities do not have a uniform position on a particular matter. In all cases, Applicant will follow the directives of the NPRB's RSC member or the NPRB's executive director when such has been given. The successful Applicant will be expected to

Attachment A to Amendment One  
47077 O4

provide an update or briefing on SPP, RSC and CAWG activities to the NPRB during the NPRB's monthly public meetings. Unless specifically authorized by the NPRB, the Applicant will not be reimbursed for travel expenses to attend NPRB meetings or to meet with the NPRB's RSC member or executive director. It is anticipated in-person updates or briefings will not be expected more than quarterly. If SPP activities increase, or a specific issue arises affecting Nebraska which warrants more frequent updates or briefings to the NPRB or the Board's RSC member or executive director, it is expected such a situation would be for a relatively short duration and will return to normal after several months. The NPRB will expect the Applicant to prepare a brief written review of the SPP, RSC and CAWG activities each month, depending on the level of SPP activities during that time period.

The NPRB estimates that the workload will require the successful Applicant to spend an approximate average of 45 to 60 hours per month on activities related to this contract, not including travel time. It is expected that some months could be higher than this, while some months could be lower, depending on the level of SPP activities during a given month. Participation in additional working groups, including the MWG/CAWG task force, will be compensated at a fixed rate mutually agreed upon between the NPRB and the Applicant in addition to the compensation established herein. The successful Applicant will be expected to travel to attend all in-person meetings of the CAWG and RSC, and attend all or most meetings of the SPP Board of Directors. These trips will often require one or two overnight stays in another state, depending on scheduling and availability of flights. The SPP's current practice is to hold the RSC meeting on a Monday afternoon, followed by the SPP Board of Directors meeting the next day (Tuesday) at the same venue. Other task forces or working groups, such as the CAWG or MOPC will sometimes, but not always, be held on the Wednesday following the SPP Board of Directors meeting.

The successful Applicant will not be reimbursed for travel expenses necessary to meet with the NPRB's executive director, RSC representative, or the NPRB. Likewise, the Applicant will not be reimbursed for travel expenses necessary to attend Board meetings of the NPA, LES, NPPD or OPPD. The SPP and RSC reimburse state agency's for travel expenses of Board members and necessary staff to attend SPP-related functions. Therefore, the Applicant's reimbursement for travel to attend any SPP-related meeting will necessarily be limited to that amount that would have been incurred if travel originated from the NPRB's headquarters. The NPRB's headquarters is located in Lincoln, Nebraska. This does not preclude travel costs incurred to fly out of an alternate airport, such as the Omaha airport (Epply Airfield), if the cost and availability of flights justify it. The successful Applicant will receive approval for travel plans that involve reimbursement from the NPRB's RSC representative or executive director prior to incurring such expenses.

For ease of reference, below is a table providing an outline of the information concerning the primary groups and organizations described above.

Attachment A to Amendment One  
47077 O4

<b>Group</b>	<b>Meeting Frequency</b>	<b>Type of Meetings</b>	<b>Travel Expenses</b>	<b>Contractor's Responsibility</b>
Cost Allocation Working Group (CAWG)	Monthly-may meet several times in one month	In person, some telephonic	Reimbursed by SPP*	Attend all meetings. Act as Nebraska's representative, including voting. Brief NPRB on activities.
Regional State Committee (RSC)	Quarterly-some special meetings possible	In person, telephonic is possible	Reimbursed by SPP*	Attend all meetings. Advise NPRB representative,
SPP Board of Directors	Quarterly	In person	Reimbursed by SPP*	Attend meetings and advise NPRB representative
Markets and Operations Policy Committee (MOPC)	Monthly-may meet several times in one month	In person or telephonic	Reimbursed by SPP*	Attend meetings occasionally. Monitor activities, report to NPRB.
Rate Integration Task Force (RITF)	Monthly-may meet several times in one month	In person or telephonic (most are telephonic)	Reimbursed by SPP*	Attend meetings and advise NPRB representative.
NPRB meetings	Monthly	In person	Applicant Expense	Attend meetings to update NPRB at least quarterly. Submit monthly written report to NPRB.
*indicates when SPP is unable or determined that the expense will not be reimbursed by SPP, the NPRB may pay that expense				

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau  
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Lincoln, Nebraska 68508

OR  
P.O. Box 94847  
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**CONTRACT NUMBER**  
**47077 04**

PAGE 1 of 2	ORDER DATE 12/20/12
BUSINESS UNIT 74105884	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 1968099	
VENDOR ADDRESS:  JK ENERGY CONSULTING LLC 4727 N 26TH ST STE A LINCOLN NEBRASKA 68521-4706	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

**JANUARY 01, 2013 THROUGH DECEMBER 31, 2013**

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Original/Bid Document 3504 Z1

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The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;

*Robert Thompson* 12/21/12  
BUYER 12-21-12  
MATERIAL ADMINISTRATOR

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

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 301 Centennial Mall South, 1st Floor  
 Lincoln, Nebraska 68508  
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PAGE 2 of 2	ORDER DATE 01/28/11
BUSINESS UNIT 74105884	BUYER ROBERT THOMPSON (AS)
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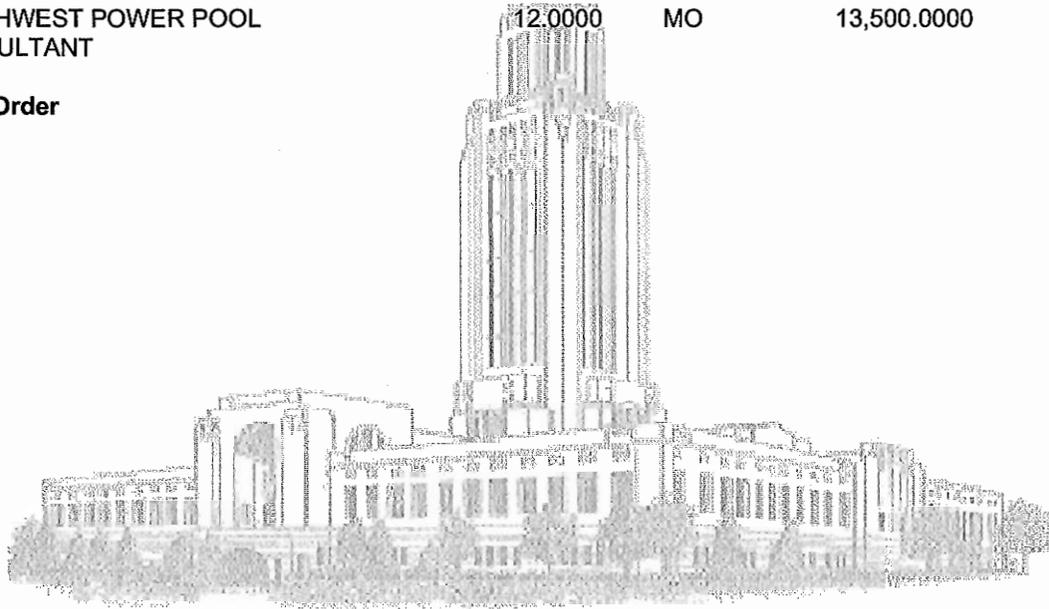
**CONTRACT NUMBER**  
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3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

Vendor Contact: John A. Krajewski, President  
 Phone: 402-440-0227  
 Fax: 402-435-4244  
 E-Mail: jk@jkenergyconsulting.com

THIS IS THE SECOND RENEWAL OF THE CONTRACT AS AMENDED. (12/20/12 jh)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	SOUTHWEST POWER POOL CONSULTANT	12.0000	MO	13,500.0000	162,000.00
<b>Total Order</b>					<b>162,000.00</b>



*RT/MD*  
 BUYER INITIALS

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PAGE 1 of 2	ORDER DATE 11/03/11
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VENDOR NUMBER: 1968099	
VENDOR ADDRESS:  JK ENERGY CONSULTING LLC 4727 N 26TH ST STE A LINCOLN NEBRASKA 68521-4706	

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Original/Bid Document 3504 Z1

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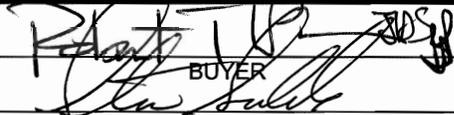
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BUYER  
MATERIEL ADMINISTRATOR

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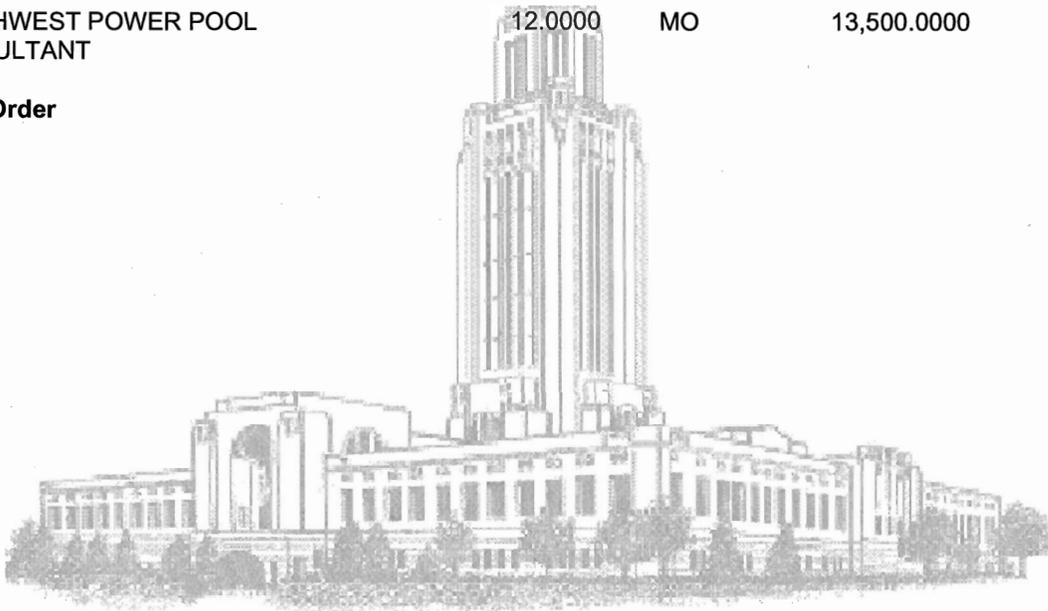
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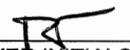
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Phone: 402-440-0227  
Fax: 402-435-4244  
E-Mail: jk@jkenergyconsulting.com

THIS IS THE FIRST RENEWAL OF THE CONTRACT. CONTRACT IS ALSO BEING AMENDED PER THE ATTACHED AMENDMENT ONE (1). (110311sz)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
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<b>Total Order</b>					<b>162,000.00</b>



  
BUYER INITIALS

Amendment One  
47077 O4

The project description and scope of work described in section IV.D. of the original contract is hereby amended as follows:

The description of the need for the contractor's participation in the Cost Allocation Working Group (CAWG) set out in the original RFP remains unchanged. In addition to attending the Regional State Committee's (RSC) meetings and briefing the NPRB's designated representative on issues before the RSC, the contractor should expect to prepare an outline and prepare information that will ensure that the NPRB's RSC representative is apprised of and understands the issues that will be discussed or voted on at RSC quarterly or special meetings. The contractor should also expect to prepare an outline and other preparation materials to assist the NPRB's RSC representative in becoming informed and updated on the topics that will be discussed or voted on at RSC meetings. The contractor (JK Energy Consulting, LLC) should continue to view its duties on the CAWG, along with its duties related to preparing the NPRB's representative for the RSC meetings, to constitute its primary duties.

The NPRB is becoming increasingly aware of the importance of the Southwest Power Pool's (SPP) Markets and Operations Policy Committee (MOPC) in protecting Nebraska's best interests. Although the original RFP set out the expectation that the contractor monitor the activities at MOPC meetings, the NPRB believes the contractor should normally have a representative at MOPC meetings.

Regarding the contractor's role in the recently formed Regional Allocation Review Task Force (RARTF), the contractor should expect to participate in the RARTF's meetings via telephonic conference call only, unless otherwise requested by the NPRB's RSC representative or executive director. Since the NPRB's chairman currently also serves as the chairman of the RARTF, and receives administrative support from SPP staff, the need for the contractor to participate in the RARTF's meetings and monitor its activities is greatly reduced.

In order to provide an appropriate level of flexibility to accommodate the need for the NPRB to attend and/or monitor special meetings and new committees and task forces formed by the SPP and RSC, the contractor should be prepared to attend at least four to six additional meetings of that are not specifically anticipated under the RFP and the current contract extension.

Other duties not specifically addressed above shall remain unchanged as outlined in Section IV.D. of the original RFP.

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VENDOR NUMBER: 1968099	
VENDOR ADDRESS:  JK ENERGY CONSULTING LLC 5120 LARKSPUR LN LINCOLN NEBRASKA 68521-5621	

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Contract to provide a qualified person, persons, or firm to assist the Nebraska Power Review Board (NPRB) in representing the interests of the NPRB, the State of Nebraska, and Nebraska's electric ratepayers in matters pertaining to electric transmission issues before the Southwest Power Pool (SPP), the SPP's Regional State Committee (RSC) and in particular to act as the NPRB's voting representative on the RSC's Cost Allocation Working Group (CAWG), and to keep the NPRB apprised of SPP, RSC, CAWG and related activities, for a period effective February 1, 2011 through December 31, 2011 with the option to renew in four (4), one (1) year periods as mutually agreed upon by all parties.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;

  
BUYER  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau  
301 Centennial Mall South, 1st Floor  
Lincoln, Nebraska 68508

OR  
P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Telephone: (402) 471-2401  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**47077 04**

PAGE 2 of 2	ORDER DATE 01/28/11
BUSINESS UNIT 74105884	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 1968099	

4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

Vendor Contact: John A. Krajewski, President  
Phone: 402-440-0227  
Fax: 402-435-4244  
E-Mail: jk@jkenergyconsulting.com

(01/28/11 djg)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	SOUTHWEST POWER POOL CONSULTANT	11.0000	MO	13,500.0000	148,500.00
<b>Total Order</b>					<b>148,500.00</b>

  
BUYER INITIALS

**Request for Proposal Number 3504 Z1  
Contract Number 47077 O4  
Proposal Opening: December 22, 2010**

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

JK Energy Consulting, LLC

1. None

In accordance with Federal U.S. Copyright Law Title 17 U.S.C. Section 101 et seq., Title 18 U.S.C. 2319, the following material(s) has not been included due to them being copyrighted.

JK Energy Consulting, LLC

1. Coversheet – “Assistance to Nebraska Power Review Board”

**3504 Z1**

**JK ENERGY CONSULTING LLC**

**COVER SHEET FOR**

**ASSISTANCE TO NEBRASKA**

**POWER REVIEW BOARD**

**REMOVED DUE TO COPYRIGHT**

**State of Nebraska (State Purchasing Bureau)  
REQUEST FOR PROPOSAL FOR  
CONTRACTUAL SERVICES FORM**

RETURN TO:  
State Purchasing Bureau  
301 Centennial Mall South, 1st Floor  
Lincoln, Nebraska 68508  
OR  
P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Phone: 402-471-2401  
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
<b>RFP 3504Z1</b>	<b>November 24, 2010</b>
OPENING DATE AND TIME	PROCUREMENT CONTACT
<b>December 21, 2010, 2:00 p.m. Central Time</b>	<b>Robert Thompson</b>

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

**PLEASE READ CAREFULLY!**

**SCOPE OF SERVICE**

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 3504Z1 for the purpose of selecting a qualified person, persons, or firm to assist the Nebraska Power Review Board (NPRB) in representing the interests of the NPRB, the State of Nebraska, and Nebraska's electric ratepayers in matters pertaining to electric transmission issues before the Southwest Power Pool (SPP), the SPP's Regional State Committee (RSC) and in particular to act as the NPRB's voting representative on the RSC's Cost Allocation Working Group (CAWG), and to keep the NPRB apprised of SPP, RSC, CAWG and related activities.

Written questions are due no later than December 8, 2010, and should be submitted via e-mail to [matpurch.dasmat@nebraska.gov](mailto:matpurch.dasmat@nebraska.gov). Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original and six (6) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:  
<http://www.das.state.ne.us/materiel/purchasing/>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

**BIDDER MUST COMPLETE THE FOLLOWING**

By signing this Request For Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies bidder maintains a drug free work place environment.

FIRM OR INDIVIDUAL'S NAME: JK Energy Consulting, LLC

COMPLETE ADDRESS: 5120 Larkspur Lane, Lincoln, NE 68521

TELEPHONE NUMBER: (402) 440-0227 FAX NUMBER: (402) 435-4244

SIGNATURE:  DATE: 12/22/2010

TYPED NAME & TITLE OF SIGNER: John A. Krajewski, President

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## EXECUTIVE SUMMARY

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### *Corporate Overview*

#### **Legal**

JK Energy Consulting, LLC (JKEC) is a Nebraska limited liability corporation solely owned by John A. Krajewski and was formed in 2009. Mr. Krajewski is a professional engineer licensed to practice in the State of Nebraska and JKEC, as a firm, is authorized to provide engineering services in Nebraska. As further addressed in the main section of this proposal, JKEC meets the legal, commercial and technical requirements set forth in the Request for Proposal (RFP) and is not aware of any conflicts of interest that would preclude the firm from providing this assistance.

#### **Corporate Experience**

JKEC has provided consulting services to 29 clients located in four states in the last two years. The project team being proposed for the Nebraska Power Review Board (NPRB) Southwest Power Pool (SPP) project has extensive utility experience in operations, planning, engineering, finance, and senior management. The project team has served on numerous industry committees related to regional transmission tariff oversight, transmission planning, reliability compliance, and joint planning and has more than 45 years of combined experience working in the electric utility industry.

#### **References**

Cindy Bogorad  
Spiegel & McDiarmid LLP  
1333 New Hampshire Ave., NW  
Washington, D.C. 20036  
202-879-4000

*Note:* Spiegel & McDiarmid is outside counsel for Municipal Energy Agency of Nebraska and Lincoln Electric System, both of whom are NPA members and subject to NPRB oversight.

Todd Kielkopf  
111 South Buxton  
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Vice President/Chief Operating Officer  
Nebraska Public Power District  
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Doniphan, NE 68832-1000  
402-845-5202 (phone)  
402-469-4436 (cell)

Doug Bantam  
Chief Operating Officer  
Lincoln Electric System  
1040 "O" Street  
Lincoln, NE 68508  
402-473-3396

## Proposed Personnel / Management Approach

The project team members providing services under this agreement, John A. Krajewski and William Y. Leung, each have extensive managerial and executive experience in the electric utility industry.

Mr. Krajewski will serve as the project manager and primary contact for the NPRB SPP project. His office is located in Lincoln, Nebraska. Mr. Krajewski will attend SPP meetings, as required by the RFP, and serve as the NPRB's voting representative on the Cost Allocation Working Group (CAWG). He will present updates to the NPRB and its Executive Director on the activities of the various working groups and committees related to the project. Mr. Krajewski has served on a number of state and regional committees related to transmission planning and design, resource planning and adequacy, and reliability compliance.

Mr. Leung will provide technical assistance on the NPRB project. He has significant experience serving on industry committees, including Chairman of the Mid-Continent Area Power Pool (MAPP) Regional Transmission Committee (RTC), which oversaw implementation of the regional transmission tariff that included Nebraska, six other states and one Canadian province. His primary role will be to assist in reviewing the impact of SPP proposals and serve as a liaison to the major utilities in Nebraska that are members of or customers of SPP. In this role, Mr. Leung will help determine the impact of the various proposals on those utilities and help the NPRB determine its position on the various issues.

## *Technical Approach*

The technical approach to completing this project will consist of several tasks and ongoing activities. These tasks were generally outlined in the RFP. In addition to serving on the committees, there will be a significant amount of coordination with the State's major utilities to help in assessing the impact of certain proposals on electric ratepayers. The general technical approach would include the following (more detailed information about each task is provided in the main proposal):

- Task 1. Project Kickoff Activities. This task would involve a project kickoff meeting with the NPRB Executive Director and the Nebraska representative on the SPP Regional State Committee (RSC) to review the key issues in front of the RSC. The project team will review past meeting agendas, minutes and presentation materials to gain a greater understanding of past actions taken by the RSC, CAWG and the other task forces and committees listed in the RFP. The project team may meet with the Nebraska utilities to help determine the key issues for these stakeholders.
- Task 2. Attend SPP Meetings. This task would involve attending all meetings of the CAWG, RSC and SPP Board of Directors. Mr. Krajewski would serve as the voting representative to the CAWG and advise the NPRB's RSC representative on SPP issues. Other meetings would be attended on a regular basis.

- Task 3. Coordination with Nebraska Utilities. This task would involve coordinating with transmission-owning and transmission-dependent utilities on issues related to SPP activities. This may occur on an individual basis or through the Nebraska Power Association (NPA). The purpose of this coordination and communication will help in determining the potential impact of various proposals on the Nebraska utilities and their ratepayers.
- Task 4. Monthly Activities Update to the NPRB. This task would involve providing a monthly written update on SPP activities and issues that may be of importance to Nebraska utilities.
- Task 5. Quarterly Presentation to the NPRB. At least quarterly, the project team would attend the NPRB meeting to update the Board on recent SPP activities, key proposals from the various committees, and answer questions related to SPP and the various committees.

## CORPORATE OVERVIEW

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### *Legal*

#### **Bidder Identification and Information**

JK Energy Consulting, LLC (JKEC) is a Nebraska limited liability corporation solely owned by John A. Krajewski and was formed in 2009. Mr. Krajewski is a professional engineer licensed to practice in the State of Nebraska and JKEC, as a firm, is authorized to provide engineering and consulting services in Nebraska. The firm is registered with the Secretary of State; the firm is not required to be registered with the tax commissioner as it is a disregarded entity for income tax purposes. William Y. Leung will provide his services under this proposal as an independent contractor to JKEC.

#### **Financial Statements**

JKEC is not aware of any adverse judgments, pending or expected litigation, real or potential financial reversals or other events that would adversely affect the viability or stability of the firm or the ability of the firm to provide the services requested.

#### **Change of Ownership**

The ownership of the firm has remained the same since its inception. There are no plans to change the corporate structure or ownership of the firm in any manner that would negatively impact the provision of services under this proposal. Mr. Krajewski and Mr. Leung have discussed forming a partnership to provide services in the future; however, there are no firm plans to do so at this time. In the event the corporate structure or ownership of the firm changes during the term of the agreement, JKEC will provide written notice to the State.

#### **Office Location**

The firm's primary office is located in Lincoln, Nebraska. Mr. Leung has a home office in Colorado Springs, Colorado. The proposed services will be provided primarily out of the Lincoln office.

#### **Relationships with the State**

JKEC has had no dealings with the State of Nebraska since its inception. Mr. Krajewski and Mr. Leung have not provided services to the State of Nebraska over the previous two years. The firm is not an entity subject to assessments necessary to defray the NPRB's expenses as set forth in Neb. Rev. Stat. § 70-1020.

#### **Bidder Employee Relations to the State**

No parties named in the proposal are or were an employee of the State of Nebraska within the past 12 months. The firm does not have any subcontractors that have been or are employees of the State of Nebraska.

## Contract Performance

JKEC has not had a contract terminated for default at any time during its existence. No subcontractors have had a contract terminated for default at any time during its existence. In addition, JKEC has not had any agreements terminated for convenience, non-performance, non-allocation of funds or any other reason.

## Summary of Corporate Experience

JKEC has provided services to 29 clients in four states since its inception. Prior to the formation of the firm, the project team worked for the Municipal Energy Agency of Nebraska (MEAN) in management roles. The project team providing the proposed services has extensive experience in the subject areas.

## Transmission Policy

- TAPS: Mr. Leung served on the Executive Committee and Mr. Krajewski provided assistance on technical matters to the Transmission Access Policy Study Group (TAPS). TAPS represents transmission-dependent utilities to ensure access to transmission facilities on a fair, reasonable and non-discriminatory basis. TAPS provides comments on most major Federal Energy Regulatory Commission (FERC) rulemakings, particularly in those that involve transmission access, cost allocation and reliability standards. TAPS was influential in the development of Order 888, Order 889, Order 2000 and other FERC orders that have shaped open transmission access and regional transmission organizations. Mr. Leung and Mr. Krajewski provided assistance to TAPS' legal counsel in reviewing comments and drafting pleadings on several occasions. Mr. Krajewski also testified on behalf of TAPS in a technical conference related to integration of intermittent renewable resources.
- MAPP RTC: Mr. Leung was the Chairman of the Mid-Continent Area Power Pool (MAPP) Regional Transmission Committee (RTC) for two years. In this role, he and the committee oversaw all aspects of the regional transmission tariff, including cost allocation issues, transmission planning, reliability assessment and tariff development. There were significant changes to the MAPP RTC at the time, including the unbundling of reliability functions, transition of some members from MAPP membership to Midwest Independent Transmission System Operator (MISO), and the sale of assets from MAPP to MISO. These issues required consensus building and negotiations with multiple parties.
- MAPP Executive Committee: From 2004 to 2008, Mr. Leung was a member of the MAPP Executive Committee. During this time, MAPP underwent significant changes, including the unbundling of several different functions and the sale of assets to MISO. The unbundling separated the North American Electric Reliability Corporation (NERC) reliability functions from the transmission service function. Also during this time, several MAPP members became members of MISO, creating transition issues and "seams" issues for delivery service involving these members.

## Regional Transmission Operations

- Generation Facility Integration: The project team was involved in integration of multiple generation projects into the regional transmission system. These requests generally involved one or more transmission service requests, review of transmission load flow studies, coordination with neighboring utilities, and agreement on cost allocation principles for new facilities. One project involved the integration of the Council Bluffs Energy Center Unit 4 project. This project involved 13 joint owners and the transmission facilities of Mid-American Energy in Iowa (MEC), Nebraska Public Power District (NPPD) and Omaha Public Power District (OPPD). Another project, the Whelan Energy Center Unit 2, involved five owners and transmission requests on three regional utilities.
- Transmission Service Requests: The project team was responsible for making transmission requests to integrate new customers. These requests generally involved load flow studies, review of constrained interfaces and overloaded facilities, and mitigation of adverse impacts (if applicable).
- MISO: On behalf of Indianola Municipal Utilities in Iowa (IMU), Mr. Krajewski reviewed the value of its peaking capacity in the MISO Day 2 Market. In May 2010, JKEC assisted in negotiating an Interconnection Agreement with Central Iowa Power Cooperative. This negotiation was affected by the fact that MEC and Alliant Energy were affected by the interconnection and were both part of MISO.

## Transmission Planning and Design

- MAPP DRS: While on the MEAN staff, Mr. Krajewski was a member of the MAPP Design Review Subcommittee (DRS) for six years. The MAPP DRS reviewed proposals to construct new transmission and generation facilities by MAPP members to ensure compliance with NERC reliability standards. The DRS reviewed requests for long-term transmission service to ensure there was adequate transmission capacity and ensure that there was no adverse impact on regional reliability.
- NPA Joint Planning Subcommittee: Mr. Leung and Mr. Krajewski each served on the NPA Joint Planning Subcommittee at different times during their tenure at MEAN. This subcommittee helped ensure adequate generating resources and transmission facilities by performing regular joint planning studies. These studies included the major Nebraska utilities and involved load forecasting, economic assessment of power supply resources, and transmission planning.
- Nebraska Subregional Planning Group: Mr. Krajewski served on the Nebraska Subregional Planning Group during his tenure at MEAN. This group was part of the MAPP planning process and involved the preparation of transmission load flow studies, integration of generation and transmission planning, design review of planned facilities for compliance with regional reliability standards, and coordination of joint facilities.

## Transmission Cost Allocation

- Review of NPPD/OPPD Transmission Rates: The project team reviewed NPPD and OPPD’s transmission cost allocation methodologies on a regular basis. In 1996, Mr. Leung participated in lengthy negotiations with NPPD to resolve cost allocation disagreements and developed a long-term agreement between MEAN and NPPD. In 2006, Mr. Krajewski reviewed the first update of OPPD’s transmission rates in more than 10 years and identified several issues that, when resolved, reduced the transmission rate applied to MEAN’s members by more than 15%.
- MAPP Rate and Tariff Task Force: Mr. Leung was a member of the MAPP Rate and Tariff Task Force in the late 1990s. The goal of this task force was to integrate the various individual member tariffs into a single tariff that would apply to all transmission service across the MAPP footprint. The task force was successful in reaching a consensus on a joint transmission tariff; however, the final proposal was not accepted by enough MAPP members for it to become effective.
- Involvement in Investor-Owned Utility Rate Cases: Mr. Krajewski was involved in numerous transmission access and rate cases during his tenure at MEAN. He was involved in negotiations with Public Service Company of Colorado related to a major rate case that involved conversion to a formula rate, inclusion of newly constructed facilities, and resolution of major cost allocation issues. The negotiated settlement provided significant financial benefits to MEAN and its members, including a reduction of more than 10% in the approved transmission rate, along with improved transmission access and rights in a constrained facility.

## References

Cindy Bogorad  
Spiegel & McDiarmid LLP  
1333 New Hampshire Ave., NW  
Washington, D.C. 20036  
202-879-4000

*Note:* Spiegel & McDiarmid is outside counsel for Municipal Energy Agency of Nebraska and Lincoln Electric System, both of whom are NPA members and subject to NPRB oversight.

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Doug Bantam  
Chief Operating Officer  
Lincoln Electric System  
1040 “O” Street  
Lincoln, NE 68508  
402-473-3396

## TECHNICAL APPROACH

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### *Project Team*

The project team will consist of John A. Krajewski and William Y. Leung. Combined, the project team has more than 45 years of experience providing service to the utility industry. They have worked together on multiple projects as employees of MEAN and on consulting projects for the last two years.

#### **John A. Krajewski**

Mr. Krajewski will be the project manager for this project. He has more than 18 years of experience in the electric utility industry, with expertise in power supply resource planning, securing transmission service for power supply resources and network loads, review of transmission design proposals from regional utilities, load forecasting, and preparing economic analyses of energy resources and energy conservation measures. He was involved in numerous industry organizations related to transmission planning, reliability, design review, cost allocation and planning. Mr. Krajewski participated in several transmission rate cases involving investor-owned utilities and public power entities, and is very familiar with cost allocation principles applicable to investor-owned utilities and regional transmission tariffs.

Since its formation in March 2009, Mr. Krajewski has been President of JKEC, which has served 29 clients in four states. The mission of JKEC is to provide independent, objective advice to consumers and producers of energy. Clients have included municipalities, end user customers, a public power district and other consulting firms. Mr. Krajewski's resume is attached to this proposal as Attachment 1.

#### **William Y. Leung**

Mr. Leung will be retained as an independent contractor on this project. He has almost 30 years of experience working in the utility industry in operations, finance, management and executive leadership roles. As Chief Operating Officer of MEAN, he served in a number of positions in the industry, including Chairman of the MAPP RTC, a regional organization that administered a joint transmission tariff serving seven states and one Canadian province. The MAPP RTC administered transmission planning functions, rates and review of transmission service requests.

In addition to his role with the MAPP RTC, Mr. Leung was active in TAPS and served on its Executive Committee. This organization is dedicated to ensuring fair access and pricing for transmission service for entities that did not own transmission facilities (transmission dependent utilities). It participated in numerous FERC proceedings and proposed several key provisions that were ultimately included in FERC Orders 888, 889 and subsequent orders related to open transmission access.

Since 2008, Mr. Leung has served as General Manager of the Arkansas River Power Authority (ARPA) in Lamar, Colorado. In this role, he oversaw the completion of a 38 MW coal-fired power plant and necessary transmission improvements. He led the issuance of bonds to complete the project and oversaw rate changes necessary to fund the payment of debt service, and negotiated transmission arrangements related to the project. He is stepping down from his full-time role as ARPA General Manager in January 2011, moving initially to a part-time role before leaving the organization in July 2011. Mr. Leung's resume is attached to this proposal as Attachment 2.

### *Understanding of Project Scope*

Task 1. Project Kickoff Activities. This task would involve a project kickoff meeting with the NPRB Executive Director and the Nebraska representative on the RSC to review key issues. The project team will review past meeting agendas, minutes and presentation materials to gain a greater understanding of past actions taken by the RSC, CAWG and the other task forces and committees listed in the RFP. The project team may meet with the Nebraska utilities to help determine the key issues for these stakeholders.

One unique aspect of the Nebraska regulatory regime is that the NPRB does not have ratemaking authority over the Nebraska utilities that are members of SPP. In that respect, there may be more of a collaborative approach to determining the appropriate positions for the NPRB to take on cost allocation issues. The project team will hold meetings with NPPD, OPPD and LES. Municipal entities such as MEAN and larger cities like Grand Island and Hastings would also be contacted to determine their interest in SPP issues. In addition to the initial meetings with Nebraska utilities, there would be ongoing coordination with Nebraska utilities as described under Task 3.

Task 2. Attend SPP Meetings. This task would involve attending all meetings of the CAWG, RSC and SPP Board of Directors. Mr. Krajewski would serve as the voting representative to the CAWG and advise the NPRB's representative on issues related to the SPP Board of Directors and the RSC. Other meetings would be attended on a regular basis.

As part of this task, the project team would review meeting materials provided by SPP and the various committees. The project team would provide a summary of major issues to the NPRB's representative to the RSC to ensure that Nebraska's interests are being represented. If there are issues that require input from Nebraska utilities, the project team would contact representatives of those utilities to solicit their input.

Task 3. Coordination with Nebraska Utilities. This task would involve coordinating with transmission-owning and transmission-dependent utilities on issues related to SPP

activities. This may occur on an individual basis or through the NPA. The purpose of this coordination and communication will help in determining the potential impact of various proposals on the Nebraska utilities and their ratepayers.

The project team would meet with each of the three SPP members (NPPD, LES and OPPD) at least twice during the year, in addition to any meetings that occur during the kickoff of the project. A joint meeting with MEAN and other municipal entities would be held twice during the year as well.

Task 4. Monthly Activities Update to the NPRB. This task would involve providing a monthly written update on SPP activities and issues that may be of importance to Nebraska utilities. The monthly report would summarize the major items discussed at the various meetings and outline the impact on Nebraska utilities. The monthly report would be presented in a fashion that is suitable for review with members of the NPRB, NPA members and non-technical personnel from utilities and outside organizations.

Task 5. Quarterly Presentation to the NPRB. At least quarterly, the project team would attend the NPRB meeting to update the Board on recent activity, key proposals from the various committees and answer questions related to SPP and the various committees. The in-person meetings would provide all NPRB members an opportunity to ask questions of the project team and discuss major issues related to the SPP. The presentation would be in the form of a handout with major points outlined and allow adequate time for questions and answers. These meetings would typically be held in Lincoln.

### *Meetings*

Based on the information provided, the project team would attend the following meetings in person. To the extent that the NPRB requests the project team attend additional meetings or monitor additional activities, JKEC reserves the right to treat such requests as a Change in Scope / Change Order under Section JJ of the general terms and conditions.

1. NPRB Kick-off Meetings: Two (2) in-person meetings in Lincoln to meet with NPRB staff and RSC member to discuss outstanding issues and past activities of the RSC and CAWG.
2. CAWG: Nine (9) in-person meetings and three (3) conference calls.
3. RSC / SPP Board of Directors: Four (4) in-person meetings, each in conjunction with an in-person CAWG meeting.
4. RITF: Monthly conference calls.

5. NPRB Meetings: Four (4) in-person meetings in Lincoln.
6. Utility Meetings: Two (2) in-person meetings each with NPPD, LES, OPPD and MEAN, and two meetings with the NPA.

### *Travel*

It is understood that SPP or the NPRB would reimburse the JKEC for travel to CAWG meetings, RSC meetings, SPP Board of Directors meetings, and in-person MOPC and RITF meetings, if attendance is necessary. JKEC has included travel expenses related to meetings with the Nebraska utilities and the NPA in the fixed-fee proposal. To the extent additional travel expenses are required for attending additional meetings at the request of the NPRB, JKEC reserves the right to request reimbursement through a Change in Scope / Change Order.

## OTHER REQUIRED INFORMATION

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### *Signed Request for Proposal Form*

The completed and signed Request for Proposal form is provided as Attachment 3 to this RFP.

### *Bidder Contact Sheet*

The required bidder contact sheet is provided as Attachment 4 to this RFP.

### *Insurance Requirements*

A current certificate of insurance for JKEC is provided as Attachment 5 to this RFP. JKEC agrees to provide an umbrella policy in the required amount if it is the selected bidder and will provide certification of such coverage prior to execution of a binding contract. Although existing insurance does not meet the requirements of the RFP, if JKEC is the selected contractor, it will work with the State of Nebraska to ensure that the insurance coverage meets the requirements of State law and the RFP.

### *Exceptions*

Attachment 6 provides a list of exceptions to the proposed contract form. In some cases, the exception is noted only because of the need for clarification as to the requirement of the noted section. If JKEC is selected to provide the services listed, it will work with the State of Nebraska to ensure that all requirements of the agreement are met.

### *Cost Proposal*

The proposed fixed fee is provided as a separate section in Attachment 7 of this proposal. Any services not included in the attached Scope of Services would only be provided upon written agreement by the NPRB and JKEC. Such services would be billed at the Billing Rates as set forth in Attachment 7.

# ATTACHMENT 1 – RESUME OF JOHN A. KRAJEWSKI

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## **Summary of Qualifications**

Mr. Krajewski has more than 18 years of experience serving the utility industry. His primary areas of expertise include wholesale and retail rate design, electric resource planning and development, economic analysis, transmission access and planning, compliance with North American Electric Reliability Council (NERC) electric reliability standards, and contract negotiations.

Some of his major accomplishments include:

- Project Manager for Nebraska’s first utility scale wind farm, the Municipal Energy Agency of Nebraska (MEAN) Wind Farm in Kimball, consisting of seven 1.5 MW wind turbine generators and completed in 2002.
- Responsible for resource planning, operating budget preparation, wholesale rate design, and long-term financial and rate projections for MEAN from 2000 through 2008. Annual operating revenues for MEAN exceeded \$100 million in 2008.
- Prepared Integrated Resource Plans and Resource Plans for utilities in eight states, including review of demand side measures and energy conservation measures.
- Testified before the Federal Energy Regulatory Commission, Nebraska Power Review Board, Kansas Corporation Commission, and Hawaii Public Utilities Commission on various issues related to transmission access, application for construction of new power supply resources and retail rate issues.
- Experience in requesting transmission service, reviewing interconnection studies and integrating new generation resources into the regional transmission system.

## **Work History**

1992-1996	Power Supply Engineer – Municipal Energy Agency of Nebraska (MEAN)
1996-2000	Consulting Engineer – Sawvel and Associates, Inc.
2000-2008	Manager of Planning and Engineering – MEAN / NMPP Energy
2008-2009	Project Manager – JEO Consulting Group, Inc.
2009-Present	President – JK Energy Consulting, LLC

## **Education**

Bachelor of Science, Mechanical Engineering, 1992  
University of Nebraska – Lincoln

## **Industry Organizations / Committees**

- American Public Power Association – Individual Associate Member
- National / Nebraska Society of Professional Engineers
- Mid-Continent Area Power Pool – Design Review Subcommittee, 2002-2008
- Midwest Reliability Organization – Reliability Assessment Committee, 2005-2008
- Nebraska Sub-regional Transmission Planning Group, 2000-2008
- Nebraska Power Association – Joint Planning Subcommittee, 2000-2008

## **Professional Registrations**

Professional Engineer, Year of Original Registration, License Number

- Kansas, 1999, License #15833
- Nebraska, 2000, License #9992
- Iowa, 2008, License #19210

Nebraska Power Review Board  
RFP 3504Z1

## ATTACHMENT 2 – RESUME OF WILLIAM Y. LEUNG

### **Summary of Qualifications**

William Y. Leung has over 25 years of work experience in wholesale electric and natural gas utilities under the public power regime in Nebraska. His primary areas of expertise include project development and management, resource planning and development, power supply and transmission contract negotiation, economic analysis, regional transmission planning, transmission cost allocation and rate development, and intervening in transmission rate cases.

Some of his major accomplishments include:

- Regional transmission access, planning, cost allocation and RTO participation
  - Chair, MAPP Regional Transmission Committee (2002-2003) – oversaw the RTO development debate.
  - Member, MAPP Executive Committee (2004-2008) – oversaw the unbundling of MAPP.
  - Member, MAPP Rate & Tariff Task Force (late 1990s) – worked on integrating individual MAPP Member tariffs into a single MAPP tariff. MAPP Members did not accept the final proposal.
  - Worked with other Nebraska electric utility personnel in reviewing the merits of the proposed MAPP RTO, the Midwest ISO and the ultimate commitment to and transition to SPP.
- Regional and national transmission access policies and regulations
  - Participated as a member of the Executive Committee of the Transmission Access Policy Study Group (TAPS) throughout the development and implementation of Orders 888, 889, 890 and 2000.
- Intervening in transmission rate cases
  - Participated in intervention of transmission rates.
  - Reviewed the proper application of the tariff and the fair and equitable cost allocation in the development of the rates and charges.
- Project development and management
  - Development of the Kimball Wind Project.
  - Instrumental in the creation of the Public Power Generation Agency and the development of the Whelan Energy Center II generation unit.
  - Completed the construction of the Repowering Project in Lamar, Colorado.

### **Work History**

1976-1977	Rate Analyst – Lincoln Electric System, Lincoln, NE
1984-1999	Planning & Rates Analyst, Director of Electric Operations, Director of Planning & Operations – NMPP Energy, Lincoln, NE
1999-2008	Chief Operating Officer – Municipal Energy Agency of Nebraska / NMPP Energy, Lincoln, NE
2008-present	General Manager – Arkansas River Power Authority, Lamar, CO

### **Education**

Bachelor of Science, Business Administration, University of Nebraska-Lincoln, 1973  
Master of Arts, Economics and Finance, University of Nebraska-Lincoln, 1978

### **Industry Organizations / Committees**

- Mid-Continent Area Power Pool – Past Chair, Regional Transmission Committee; Member, Executive Committee
- Public Power Generation Agency – Chair, Board of Directors
- Transmission Access Policy Group – Member, Executive Committee
- Rocky Mountain Reserve Group – Member, Board of Directors

## ATTACHMENT 3 – REQUEST FOR PROPOSAL FORM

SOLICITATION NUMBER <b>RFP 3504Z1</b>	RELEASE DATE <b>November 24, 2010</b>
OPENING DATE AND TIME <b>December 21, 2010, 2:00 p.m. Central Time</b>	PROCUREMENT CONTACT <b>Robert Thompson</b>

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

**PLEASE READ CAREFULLY!**

### SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 3504Z1 for the purpose of selecting a qualified person, persons, or firm to assist the Nebraska Power Review Board (NPRB) in representing the interests of the NPRB, the State of Nebraska, and Nebraska's electric ratepayers in matters pertaining to electric transmission issues before the Southwest Power Pool (SPP), the SPP's Regional State Committee (RSC) and in particular to act as the NPRB's voting representative on the RSC's Cost Allocation Working Group (CAWG), and to keep the NPRB apprised of SPP, RSC, CAWG and related activities.

Written questions are due no later than December 8, 2010, and should be submitted via e-mail to [matpurch.dasmat@nebraska.gov](mailto:matpurch.dasmat@nebraska.gov). Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original and six (6) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

**PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.**

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:  
<http://www.das.state.ne.us/materiel/purchasing/>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

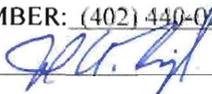
### BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request For Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies bidder maintains a drug free work place environment.

FIRM OR INDIVIDUAL'S NAME: JK Energy Consulting, LLC

COMPLETE ADDRESS: 5120 Larkspur Lane, Lincoln, NE 68521

TELEPHONE NUMBER: (402) 440-0227 FAX NUMBER: (402) 435-4244

SIGNATURE:  DATE: 12/22/2010

TYPED NAME & TITLE OF SIGNER: John A. Krajewski, President

## ATTACHMENT 4 – BIDDER CONTACT SHEET

### Bidder Contact Sheet Request for Proposal Number 3504Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	JK Energy Consulting, LLC
Bidder Address:	5120 Larkspur Lane Lincoln, NE 68521
Contact Person & Title:	John A. Krajewski, President
E-mail Address:	<a href="mailto:jk@jkenergyconsulting.com">jk@jkenergyconsulting.com</a>
Telephone Number (Office):	402.440.0227
Telephone Number (Cellular):	402.440.0227
Fax Number:	402.435.4244

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	JK Energy Consulting, LLC
Bidder Address:	5120 Larkspur Lane Lincoln, NE 68521
Contact Person & Title:	John A. Krajewski, President
E-mail Address:	<a href="mailto:jk@jkenergyconsulting.com">jk@jkenergyconsulting.com</a>
Telephone Number (Office):	402.440.0227
Telephone Number (Cellular):	402.440.0227
Fax Number:	402.435.4244

**ATTACHMENT 5 – INSURANCE CERTIFICATES – RFP 3504Z1**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/17/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Rustin T Wellman c/o FBL Financial Group Inc 13220 Callum Dr Suite 3 Waverly NE 68462	<b>CONTACT NAME:</b> Rustin T Wellman
	<b>PHONE (A/C, No, Ext):</b> (402) 786-0465 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b>
<b>INSURED</b> JK ENERGY CONSULTING LLC C/O KRAJEWSKI, JOHN 5120 LARKSPUR LN LINCOLN, NE 68521-5621	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A:</b> Farm Bureau Property & Casualty Insurance Company      13773
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>	CPP6011908	03/16/2010	03/16/2011	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG	\$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E L EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE	\$
							E L DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**State Purchasing Bureau  
301 Centennial Mall South  
1st Floor  
Lincoln, NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Farm Bureau Property & Casualty  
Insurance Company**  
5400 University Avenue  
West Des Moines, Iowa 50266-5997  
(515) 225-5400



FARM BUREAU FINANCIAL SERVICES

**FARM BUREAU MEMBER'S CHOICE  
PERSONAL PACKAGE POLICY  
LIABILITY INSURANCE CERTIFICATE**

**POLICY #:** 000000007516911

**CERTIFICATE ISSUED TO:**  
STATE PURCHASING BUREAU  
301 CENTENNIAL MALL SOUTH, 1ST FLOOR  
LINCOLN, NE 68508

**FIRST NAMED INSURED:**  
JOHN ANDREW KRAJEWSKI  
5120 LARKSPUR LN  
LINCOLN, NE 685210000

**EFFECTIVE DATE:**

**EXPIRATION DATE:** 09/20/2011

**INSURANCE COVERAGES**

- Personal Vehicle Liability \*
- Personal Liability
- Personal Injury Liability
- Farm/Ranch and Personal Liability \*\*\*

- Farm/Ranch Employer Liability
- Business Liability \*\*
- Umbrella Liability

**Personal Vehicle Description**

2002 Ford EXPLORER EDDIE BAUER 1FMZU74E32ZA82259

This certificate certifies liability insurance is afforded as shown above. It is issued as a matter of information only and does not amend, alter or extend any of the coverages in the Farm Bureau Member's Choice Personal Package Policy.

**COVERAGE**

**LIMIT**

**VEHICLE LIABILITY**

Bodily Injury

\$250,000 Each Person

\$500,000 Each Occurrence

Property Damage

\$100,000 Each Occurrence

- \* Personal Vehicle includes any of the following: An auto of the private passenger type designed solely to carry persons and their luggage. An auto of the pickup, panel truck, van or motor home type not customarily used in any business or occupation other than farming or ranching for: delivery of products or supplies; carrying of tools or equipment; hauling for hire; office, store or display purposes. An auto of the truck or truck tractor type owned by a farmer or rancher and used exclusively in connection with their farming or ranching operation, for exchange purposes with neighbors or for personal pleasure. A motorcycle or recreational motor vehicle. A snowmobile or a watercraft.

For a certificate issued to a lessor for the above described vehicle, the lessor is also named as an additional insured for legal liability, but only with respect to the ownership, maintenance or use of the vehicle.

- \*\* Business Liability includes bodily injury, property damage and personal injury/advertising injury.

- \*\*\* For certificates issued to lessors or lienholders of equipment under Farm/Ranch and Personal Liability, "insured" includes the "person(s)" or organization(s) to whom this certificate is issued, but only with respect to their liability "caused by" the maintenance, operation or use by the "insured" of equipment leased by them to the "insured". Coverage with respect to said "person" or organization does not apply to:

- Any "occurrence" that takes place after the equipment lease expires;
- Any "damages" arising out of the negligence of the additional insured; or
- "Bodily injury" to any employee of said "person" or organization arising out of and in the course of their employment by said "person" or organization

## ATTACHMENT 6 – EXCEPTIONS TO FORM OF AGREEMENT

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1. Section F.1. Exception: JKEC is single-member LLC and not legally required to purchase Workers' Compensation Insurance. Question response (Addendum 3) did not clarify if "Statutory" meant that, if not required by statute, that this type of insurance would not be necessary. JKEC will work with State to ensure that necessary insurance is secured to meet the requirements of this section.
2. Section F.2. Exception: JKEC does not own a vehicle and does not carry commercial automobile insurance. Mr. Krajewski and Mr. Leung each use their personal vehicle and carry insurance that covers business use of said vehicles. JKEC would work with the state, if selected to provide this contract, to ensure that motor vehicle insurance of the individuals and JKEC meets the requirements of the State.
3. Section F.3.d. Exception: JKEC does not currently carry umbrella/excess liability insurance. This coverage would be added to the policy if the firm is the selected contractor.

## ATTACHMENT 7 – FEE PROPOSAL

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The proposed fixed fee to provide the above-listed Scope of Services would be as follows. The fee is presented as a lump-sum annual fee and as a monthly billed amount (1/12 of the annual fee).

<u>Project Phase</u>	<u>Total Fee</u>
Lump Sum Fee – Annual	\$162,000
Monthly Billings (1/12 of annual fee)	\$13,500

Note: Includes travel expenses not reimbursed by SPP for attendance at NPRB meetings, utility meetings and NPA meetings. Assumes SPP or NPRB would reimburse JKEC for travel to SPP committee meetings, as discussed in RFP.

The following rate schedule will be used to calculate billings for additional services and was the basis for the proposed fee.

<u>Billable Item</u>	<u>Billing Rate</u>
John A. Krajewski, P.E.	\$125.00 per hour
William Y. Leung	\$125.00 per hour
Administrative staff	\$50.00 per hour
Mileage	IRS standard rate for business use 2011: \$0.51/mile
Lodging, meals, other travel	Actual cost, without markup
Copies, faxes, postage, phone, other office overheads	Included in hourly billing rate
Outside professional services	Actual cost, plus 10%

## ADDENDUM FOUR

DATE: January 12, 2011  
 TO: All Vendors  
 FROM: Robert Thompson, Buyer  
 State Purchasing Bureau  
 RE: RFP Number 3504Z1

### SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
7.	"Oral Interviews/Presentations and/or Demonstrations" (NPRB intends to hold oral interviews with finalists)	<del>To Be Determined</del> <b>January 14, 2011</b>
8.	Post "Letter of Intent to Contract" to Internet at: <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	<del>January 12, 2011</del> <b>To Be Determined</b>
9.	Contract award	<del>January 17, 2011</del> <b>To Be Determined</b>
10.	Contractor start date	<del>January 17, 2011</del> <b>To Be Determined</b>

This addendum will become part of the proposal and should be acknowledged with the RFP.

## ADDENDUM THREE

DATE: December 15, 2010

TO: All Vendors

FROM: Robert Thompson, Buyer  
 State Purchasing Bureau

RE: Questions and Answers for RFP Number 3504Z1  
 to be opened December 22, 2010 2 PM Central Time

Following are the questions submitted and answers provided for the above mentioned Request For Proposal. The questions and answers are to be considered as part of the Request For Proposal.

QUESTIONS	ANSWERS
<p>1. Insurance provisions (page 8-9): As a single-member LLC with no employees (other than the sole member), there is not a legal requirement for my firm to carry Workers Compensation insurance. Would the requirements of F.1. be waived until or unless the firm has a statutory employee for which it is required to carry Workers Compensation insurance?</p>	<p>As stated in Section III (F), "The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or contractor)..."</p> <p>The bidder will have a period of time from when the State posts the Letter of Intent to Contract" to the Internet until the contract is awarded to obtain any needed insurance, based on the RFP requirements, different from what is covered in the bidder's certificate of insurance submitted with its proposal response.</p>

QUESTIONS	ANSWERS
<p><b>2.</b> Insurance provisions (page 8-9): If these provisions are not waived, will there be a period of time for the selected firm (for example, between selection and contract execution, or a set period of time after contract execution) to obtain the required insurance?</p>	<p>Please see answer to question 1.</p>
<p><b>3.</b> Insurance provisions (page 8-9): With regard to the umbrella policy, can the contractor commit to provide that element of the required insurance in the period between selection and contract execution? My firm does not currently have any other clients that require the firm to carry the umbrella policy required but can obtain the insurance if selected as the contractor.</p>	<p>Please see answer to question 1.</p>
<p><b>4.</b> Contractor personnel (Page 11, J4.): What requirements to carry health insurance are required for state contractors, and what reports are required by governing State law?</p>	<p>Please see answer to question 1.</p>
<p><b>5.</b> Conflict of interest provisions (page 11): If the bidder / contractor provides services to utility clients that have proceedings before the Power Review Board (i.e. application to construct generation, service territory issues) is that considered a conflict of interest?</p>	<p>Only entities subject to assessment under Neb. Rev. Stat. § 70-1020 or otherwise subject to the NPRB's jurisdiction are intended to be included in the conflict of interest provision in section III.L. The NPRB does not consider it a conflict of interest as described in section III.L. if a bidder has provided or is providing consulting services to those entities, including testimony on those entities' behalf in proceedings before the NPRB. See also the answer to question 13 regarding conflicts of interest.</p>
<p><b>6.</b> Conflict of interest provisions (page 11): If this kind of work is considered a conflict of interest, would work that does not involve NPRB proceedings be exempt (could consultant continue to provide those services without being considered a conflict of interest)?</p>	<p>As outlined in the answer to question 5, the NPRB does not consider the work described in the question to constitute a conflict of interest.</p>

QUESTIONS	ANSWERS
<p>7. Nebraska Technology Access Standards (page 20, item SS.): Based upon an initial review of the RFP and the referenced Standards, there do not appear to be any work products that would be subject to these requirements. The provision of reports and information to the Board would primarily be written products, although there may be email communication. Can you confirm that our understanding is correct?</p>	<p>The State agrees that the needed consulting services do not include work products that would appear to be subject to the Nebraska Technology Access Standards. Although the project requires e-mail communication, the State agrees that the required work product would primarily be written or oral products, therefore your understanding is correct.</p>
<p>8. Drug Policy (page 20, item WW.): If the firm has no employees (single-member LLC) without a formal policy manual, can the contractor simply certify that it maintains a drug free work place? Does the policy / certification have to take on any particular form to comply with State requirements?</p>	<p>By signing the Request for Proposal for Contractual Services Form bidder is certifying the bidder maintains a drug free work place. If requested the bidder may need to provide a written statement. There is not a particular form used for compliance.</p>

QUESTIONS	ANSWERS
<p>9. Page 25 (Paragraph 3): “Successful Applicant will not be reimbursed for travel expenses necessary to meet with the NPRB’s executive director...” Does this mean SPP will not reimburse the successful Applicant?</p>	<p>The SPP, through the RSC, reimburses staff and contractors of each RSC member agency to travel to events sponsored, arranged, or sanctioned by the SPP or RSC, including their committees, subcommittees, task forces, etc. This includes, for example, travel necessary to attend meetings of the Cost Allocation Working Group or the Regional State Committee. The SPP does not reimburse the staff or contractors of its RSC members for travel not related to attendance at SPP events. Travel costs associated with an RSC member’s staff or consultant to meet with the Board/Commission, individual Board/Commission members, other staff members, or other related entities would not be reimbursed by the SPP. It is expected that bidders will take these non-reimbursed travel costs into account when preparing their total fixed cost proposal. Travel costs to meet with the Board, its executive director, the LES Board, and the NPA should be based on travel to Lincoln, Nebraska. Travel costs to meet with the Board’s current RSC member or the OPPD Board should be based on travel to Omaha, Nebraska. Travel to meet with the NPPD Board would be based on travel to Columbus, Nebraska. Attendance at LES, OPPD or NPPD Board meetings are expected to be very rare – probably once or twice per year.</p>
<p>10. Page 25 (Paragraph 3): “Successful Applicant will not be reimbursed for travel expenses necessary to meet with the NPRB’s executive director...” Can the Contractor include expected travel expenses (mileage) to meet with NPRB, Boards of NPPD/LES/OPPD/NPA in the fixed fee proposal?</p>	<p>Yes. Bidders are expected to take the expenses not reimbursed by the SPP into account when preparing their total fixed cost proposal. See also the answer to question 9.</p>
<p>11. Relationships with the State (page 28, item 4e.): Do the provisions of this paragraph require the bidder / contractor to provide any proceeding in which the consultant testified, even if the State of Nebraska was not the client?</p>	<p>No. Testifying in a proceeding before the NPRB does not constitute a relationship with the State, even if the testimony was provided on behalf of a client that is a political subdivision of the State, such as a public power district or municipality. Disclosure would only be required if the State of Nebraska was the client.</p>

QUESTIONS	ANSWERS
<p><b>12.</b> Relationships with the State (page 28, item 4e.): Or does this provision simply require the consultant to provide any dealings where the bidder provided service to the State?</p>	<p>Yes. Disclosure is required only where the bidder was employed by or had a contractual relationship with the State of Nebraska. See also the answer to question 11.</p>
<p><b>13.</b> Relationships with the State (page 28, item 4e.): If the PRB views these client relationships as a conflict, can the consultant agree to not represent said clients in proceedings prior to the Power Review Board during the term of this agreement?</p>	<p>Regarding the second paragraph of V.A.4.e. The NPRB does not consider it to be a disqualifying conflict of interest if the bidder has provided or is providing consulting services to entities subject to NPRB assessment, or other entities subject to NPRB jurisdiction. However, it is possible that a conflict of interest could arise if the bidder were to provide consulting services to another entity that is a member of SPP, and the services provided directly relate to the same issues for which services are provided to the NPRB. For example, the NPRB would consider it a conflict of interest if the bidder were to represent the NPRB at CAWG meetings, and be retained by an entity that is a member of SPP to also represent that entity at CAWG meetings. See also the answer to question 5.</p>
<p><b>14.</b> Fixed fee proposal: The RFP sets forth a number of expected meetings that the consultant will be required to attend. The approach my firm proposes may set forth a number of meetings with affected utilities. If, however, there is a change to the approach followed by SPP that requires additional meetings or there is a major initiative that involves additional work beyond the original scope (for example, if SPP develops a subcommittee of the RSC to look a Day 2 Energy Market), can the proposal provide for fee adjustments based on additional requested service?</p>	<p>No. If there are substantial changes to the work to be done, such as a change in the approach followed by SPP, a major new initiative or creation of a new SPP committee or task force which requires the contractor's participation that was not outlined in the RFP, such changes would need to be addressed as a Change in Scope or Change Order under section II.JJ of RFP 3504Z1. It is pointed out that the number of meetings for issues outlined in the RFP are the NPRB's good-faith estimates only. They should not be treated as a guarantee.</p>

QUESTIONS	ANSWERS
<p><b>15.</b> Fixed fee proposal: If the PRB requests additional assistance can the proposal provide for fee adjustments based on the billable time and expenses to provide the requested assistance? As an example, the RFP contemplates quarterly update meetings. If a particular issue is of great importance to the PRB and it requires monthly updates, can there be a provision for fee adjustment based on the additional time associated with the particular activity?</p>	<p>No. The number of meetings for issues described in the RFP are provided as the NPRB’s good-faith estimate, not as a guaranteed maximum number. Bidders must be aware that the number of actual meetings may be slightly higher or lower than the NPRB’s good-faith estimates. If the number of meetings or workload deviates substantially from that outlined in RFP 3504Z1, or if the NPRB asks the contractor to assume duties not outlined in the RFP, those situations must be addressed as a Change in Scope or Change Order under section II.JJ of RFP 3504Z1.</p> <p>Regarding the example provided, although the RFP outlines that the successful bidder will be expected to provide updates to the NPRB at its monthly meetings, it is anticipated that in-person updates or briefings will not be expected more than quarterly. Bidders need to be aware that there may be periods where the NPRB requires in-person briefings more than quarterly, and other periods where no in-person briefing may be requested for extended periods, depending on the activities before the SPP. The quarterly NPRB briefings are intended as an average to assist bidders in determining the time and expense involved.</p>
<p><b>16.</b> Fixed fee proposal: Can the consultant provide a proposal based on attending a certain number of NPA Board meetings, utility Board meetings and PRB meetings, with a provision for adjusting the fee on a per meeting basis if the number of actual meetings request is different from the original proposal?</p>	<p>Bidders should base their total fixed cost proposal on the estimated number of meetings outlined in the RFP. The NPRB acknowledges the RFP includes some uncertainty regarding the exact number of meetings that may be required. The Board does not anticipate adjusting the fee on a per meeting basis unless the number of meetings or workload deviates significantly from that outlined in RFP 3504Z1. If the number of meetings or workload deviates substantially from that outlined in RFP 3504Z1, those situations must be addressed as a Change in Scope or Change Order under section II.JJ of RFP 3504Z1.</p>

QUESTIONS	ANSWERS
<p><b>17.</b> Bidder's Corporate Experience (page 29-30): Some of the corporate experience of the planned project team is related to work that was provided while an employee of a Nebraska utility. While this experience is not necessarily experience of the firm, it is important to demonstrate the breadth of knowledge of the project team. Can these activities be listed and persons familiar with the work activities (for example, outside legal counsel or representatives of regional organizations and other utilities) be relied upon as a reference?</p>	<p>Yes. Descriptions of the experience of the principals that would represent the NPRB at CAWG meetings and have primary responsibility for other duties such as attending other SPP-related meetings and briefing/advising the NPRB's RSC member, is relevant and appreciated, regardless of whether or not the experience was acquired while at the present firm or employer. This is especially true for a firm consisting of a single individual. Bidders should clearly identify which projects and other experience were acquired while the principal was not associated with the current firm/employer.</p>
<p><b>18.</b> We understand that if individuals are sole owner/operators of an LLC or are independent contractors all with no employees there is no requirement for Workers Compensation Insurance coverage. Is this correct?</p>	<p>Please see answer to question 1.</p>
<p><b>19.</b> We have a Commercial General Liability policy with the required limits in place but since we do not prepare any plans, specifications, or design documents we do not have Products/Completed Operations. This RFP also does not require preparation of plans, specifications, or design documents. Could the requirement for Products/Completed Operations be waived?</p>	<p>Please see answer to question 1.</p>
<p><b>20.</b> Also since we do not work in requiring situations, such as a leased office, and would not on this project, we do not have Fire Damage coverage. Could the requirement for Fire Damage coverage be waived?</p>	<p>Please see answer to question 1.</p>
<p><b>21.</b> We do not have Medical Payments coverage since it is not required for our current projects and do not feel it would be necessary for this project. Could the requirement for Medical Payment coverage be waived?</p>	<p>Please see answer to question 1.</p>

QUESTIONS	ANSWERS
<p><b>22.</b> We currently use our personal vehicles also for our business use and have an addition to our automobile liability coverage with a \$500,000 limit for Bodily Injury/Property Damage to cover our business activities. Would this coverage be satisfactory for this project?</p>	<p>Please see answer to question 1.</p>
<p><b>23.</b> Are there any alternatives to providing the Umbrella/Excess Liability, Over Primary Insurance of \$1,000,000 per occurrence?</p>	<p>Please see answer to question 1.</p>
<p><b>24.</b> Any amounts or types of coverage that are required and are above that which we already have would be provided. We could provide documentation that the additional coverage could be obtained but may not be able to provide certificates until this coverage is actually obtained, which we will do in the event we are selected. Is this acceptable?</p>	<p>Please see answer to question 1.</p>

The following tentative schedule is being provided for reference.

## 2011 CAWG Meeting Schedule

Meeting Date	Type of Meeting	Meeting Times
January 5	Conference Call	10a-2p
February 9	Face to Face	10a-4p
March 30	Face to Face	10a-4p
April 15	Conference Call	10a-noon
May 25	Face to Face	10a-4p
June 29	Face to Face	10a-4p
August 3	Face to Face	10a-4p
August 31	Face to Face	10a-4p
September 28	Face to Face	10a-4p
November 9	Face to Face	10a-4p
December 7	Face to Face	10a-4p

## ADDENDUM TWO

DATE: December 15, 2010  
 TO: All Vendors  
 FROM: Robert Thompson, Buyer  
 State Purchasing Bureau  
 RE: RFP Number 3504Z1

### SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY	DATE/TIME
3. State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	<del>December 14, 2010</del> <b>December 15, 2010</b>
4. Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	<del>December 21, 2010</del> <b>December 22, 2010</b> 2:00 p.m. Central Time
5. Review for conformance of mandatory requirements	<del>December 21, 2010</del> <b>December 22, 2010</b>
6. Evaluation period	<del>December 21, 2010</del> <b>December 22, 2010</b> – January 3, 2011
7. "Oral Interviews/Presentations and/or Demonstrations" (NPRB intends to hold oral interviews with finalists)	To Be Determined
8. Post "Letter of Intent to Contract" to Internet at: <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	January 12, 2011
9. Contract award	January 17, 2011
10. Contractor start date	January 17, 2011

This addendum will become part of the proposal and should be acknowledged with the RFP.



## ADDENDUM ONE

DATE: December 14, 2010

TO: All Vendors

FROM: Robert Thompson, Buyer  
 State Purchasing Bureau

RE: RFP Number 3504Z1

### SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY	DATE/TIME
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4. Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	December 21, 2010 2:00 p.m. Central Time
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9. Contract award	January 17, 2011
10. Contractor start date	January 17, 2011

This addendum will become part of the proposal and should be acknowledged with the RFP.



**State of Nebraska (State Purchasing Bureau)  
REQUEST FOR PROPOSAL FOR  
CONTRACTUAL SERVICES FORM**

RETURN TO:  
State Purchasing Bureau  
301 Centennial Mall South, 1st Floor  
Lincoln, Nebraska 68508  
OR  
P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Phone: 402-471-2401  
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
<b>RFP 3504Z1</b>	<b>November 24, 2010</b>
OPENING DATE AND TIME	PROCUREMENT CONTACT
<b>December 21, 2010, 2:00 p.m. Central Time</b>	<b>Robert Thompson</b>

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

**PLEASE READ CAREFULLY!**

**SCOPE OF SERVICE**

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 3504Z1 for the purpose of selecting a qualified person, persons, or firm to assist the Nebraska Power Review Board (NPRB) in representing the interests of the NPRB, the State of Nebraska, and Nebraska's electric ratepayers in matters pertaining to electric transmission issues before the Southwest Power Pool (SPP), the SPP's Regional State Committee (RSC) and in particular to act as the NPRB's voting representative on the RSC's Cost Allocation Working Group (CAWG), and to keep the NPRB apprised of SPP, RSC, CAWG and related activities.

Written questions are due no later than December 8, 2010, and should be submitted via e-mail to [matpurch.dasmat@nebraska.gov](mailto:matpurch.dasmat@nebraska.gov). Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original and six (6) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:  
<http://www.das.state.ne.us/materiel/purchasing/>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

**BIDDER MUST COMPLETE THE FOLLOWING**

By signing this Request For Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies bidder maintains a drug free work place environment.

FIRM OR INDIVIDUAL'S NAME: \_\_\_\_\_

COMPLETE ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TYPED NAME & TITLE OF SIGNER: \_\_\_\_\_

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## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

**Addendum:** Something added or deleted.

**Agency:** Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any officer or agency established by the Constitution of Nebraska.

**Agent:** A person authorized by a superior or organization to act on their behalf.

**Amend:** To alter or change by adding, subtracting, or substituting. A contract can be amended only by the parties participating in the contract. A written contract can only be amended in writing.

**Amendment:** Written correction or alteration.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**Best and Final Offer (BAFO):** A second-stage bid in a public procurement for services.

**Bid:** The executed document submitted by a bidder in response to a Request for Proposal.

**Bid Bond:** A bond given by a surety on behalf of the bidder to ensure that the bidder will enter into the contract as bid and is retained by the State from the date of the bid opening to the date of contract signing.

**Bidder:** Any person or entity submitting a competitive bid response to a solicitation.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**Business Day:** Any weekday, excepting public holidays.

**Calendar Day:** Every day shown on the calendar; Saturdays, Sundays and State/Federal holidays included. Not to be confused with "Business Day " or "Work Day".

**CAWG:** Cost Allocation Working Group. A working group that was created by the Southwest Power Pool's Regional State Committee.

**Collusion:** A secret agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful or unlawful purpose.

**Competition:** The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would provide.

**Contract:** An agreement between two or more persons to perform a specific act or acts.

**Contract Administration:** The management of various facets of contracts to assure that the contractor's total performance is in accordance with the contractual commitments and obligations to the purchaser are fulfilled.

**Contract Management:** Includes reviewing and approving of changes, executing renewals, handling disciplinary actions, adding additional users, and any other form of action that could change the contract.

**Contractor:** Any person or entity that supplies goods and/or services pursuant to a contract.

**Conversion Period:** A period of time not to exceed six (6) months, during which the State converts to a new Operating System under "Conversion" as per this RFP.

**Copyright:** A grant to a writer/artist that recognizes sole authorship/creation of a work and protects the creator's interest(s) therein.

**CPU:** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

**Default:** The omission or failure to perform a contractual duty.

**Deviation:** Any proposed change(s) or alteration(s) to either the contractual language or deliverables within the scope of this Request for Proposal.

**Documentation:** The user manuals and any other materials in any form or medium customarily provided by the contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

**Evaluation Committee:** A committee (or committees) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals.

**Evaluation of Proposal:** The process of examining a proposal after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the proposal that relate to determination of the successful bidder.

**Extension:** A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the State of Nebraska) for an additional time according to contract conditions. Not to be confused with "Renewals."

**Foreign Corporation:** A foreign corporation is a corporation that was formed (i.e. incorporated) in another state but transacting business in Nebraska pursuant to a certificate of authority issued by the Nebraska Secretary of State.

**Installation Date:** The date when the procedures described in “Installation by Contractor, and Installation by State”, as found in the RFP, are completed.

**Late Proposal:** A proposal received at the place specified in the solicitation after the date and time designated for all proposals to be received.

**Licensed Software:** Any and all software and documentation by which the State acquires or is granted any rights under the contract.

**Mandatory:** Required, compulsory or obligatory.

**May:** Denotes discretion.

**Must:** Denotes the imperative, required, compulsory or obligatory.

**NPRB:** Nebraska Power Review Board

**Opening Date:** Specified date and time for the public opening of received, labeled and sealed formal proposals. Not to be confused with “Release Date.”

**Operating System:** The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

**Outsourcing:** Acquiring computing or related services from a source outside of the State of Nebraska which may include programming and/or executing the State’s Licensed Software on the State’s CPU’s, programming, and/or executing the State’s programs and Licensed Software on the contractor’s CPU’s or any mix thereof.

**Outsourcing Company:** A company that provides Outsourcing Services under contract to the State.

**Performance Bond:** A bond given by a surety on behalf of the contractor to ensure the timely and proper (in sole estimation of the State) performance of a contract.

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

**Pre-Proposal Conference:** A meeting scheduled for the purpose of providing clarification regarding a Request for Proposal and related expectations.

**Product:** A module, a system, or any other software-related item provided by the contractor to the State.

**Project:** The total of all software, documentation, and services to be provided by the contractor under this contract.

**Proposal:** The executed document submitted by a bidder in response to a Request for Proposal.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Protest:** A complaint about a governmental action or decision related to a Request for Proposal or the resultant contract, brought by a prospective bidder, a bidder, a contractor, or other interested party to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

**Public Proposal Opening:** The process of opening proposals, conducted at the time and place specified in the Request for Proposal, and in the presence of anyone who wishes to attend.

**Release Date:** Date of release of the Request for Proposal to the public for submission of proposal responses. Not to be confused with "Opening Date."

**Renewal:** Continuance of a contract for an additional term after a formal signing by the parties.

**Representative:** Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

**Request for Proposal (RFP):** All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

**Responsible Bidder:** A bidder who has the capability in all respects to perform fully all requirements with integrity and reliability to assure good faith performance.

**Responsive Bidder:** A bidder who has submitted a bid which conforms in all respects to the solicitation document.

**RSC:** Regional State Committee. A committee of the Southwest Power Pool, consisting of a designated voting member from each state regulatory agency with primary jurisdiction over electric utilities in states where transmission-owning members of the SPP are located.

**Shall:** Denotes the imperative, required, compulsory or obligatory.

**Should:** Indicates an expectation.

**Solicitation:** The process of notifying prospective bidders or offerors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

**Solicitation Document:** Request for Proposal.

**Specifications:** The information provided by or on behalf of the contractor that fully describes the capabilities and functionality of the Licensed Software as set forth in any material provided by the contractor, including the documentation and User's Manuals described herein.

**SPP:** Southwest Power Pool. A multi-state regional transmission organization in which certain Nebraska electric utilities are members.

**Termination:** Occurs when either party pursuant to a power created by agreement or law puts an end to the contract. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

**Trademark:** A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate its particular goods and which no other person has the legal right to use.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that; (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

**Vendor:** An actual or potential contractor; a contractor.

**Will:** Denotes the imperative, required, compulsory or obligatory.

## I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal for the purpose of selecting a qualified person, persons, or firm to assist the Board in representing the interests of the Nebraska Power Review Board (NPRB), the State of Nebraska, and Nebraska's electric ratepayers in matters pertaining to electric transmission issues before the Southwest Power Pool (SPP), the SPP's Regional State Committee (RSC) and in particular to act as the NPRB's voting representative on the RSC's Cost Allocation Working Group (CAWG).

A contract resulting from this Request for Proposal will be issued for a period of approximately one (1) year effective from the date of award through December 31, 2011, with the option to renew for four (4) additional one (1) year periods as mutually agreed upon by all parties.

**ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:** <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

## A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	<b>ACTIVITY</b>	<b>DATE/TIME</b>
1.	Release Request for Proposal	November 24, 2010
2.	Last day to submit written questions	December 8, 2010
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	December 14, 2010
4.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	December 21, 2010 2:00 p.m. Central Time
5.	Review for conformance of mandatory requirements	December 21, 2010
6.	Evaluation period	December 21, 2010 – January 3, 2011
7.	"Oral Interviews/Presentations and/or Demonstrations" (NPRB intends to hold oral interviews with finalists)	To Be Determined
8.	Post "Letter of Intent to Contract" to Internet at: <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	January 12, 2011
9.	Contract award	January 17, 2011
10.	Contractor start date	January 17, 2011

## **II. PROCUREMENT PROCEDURES**

### **A. PROCURING OFFICE AND CONTACT PERSON**

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Robert Thompson  
Agency: State Purchasing Bureau  
Address: 301 Centennial Mall South, Mall Level  
Lincoln, NE 68508

OR

Address: P.O. Box 94847  
Lincoln, NE 68509  
Telephone: 402-471-2401  
Facsimile: 402-471-2089  
E-Mail: [matpurch.dasmat@nebraska.gov](mailto:matpurch.dasmat@nebraska.gov)

### **B. GENERAL INFORMATION**

The Request for Proposal is designed to solicit proposals and demonstrate the qualifications of a person, persons, or firm to assist the Board in representing the interests of the Nebraska Power Review Board (NPRB), the State of Nebraska, and Nebraska's electric ratepayers in matters pertaining to electric transmission issues before the Southwest Power Pool (SPP), the SPP's Regional State Committee (RSC) and in particular to act as the NPRB's voting representative on the RSC's Cost Allocation Working Group (CAWG) at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

### **C. COMMUNICATION WITH STATE STAFF**

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the contractor, contact regarding this Request for Proposals between potential contractors and individuals employed by the NPRB is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal.

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with NPRB staff concerning the Request for Proposals or the contract until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations; and
3. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the NPRB, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposals. The State will issue any clarifications or opinions regarding this Request for Proposal in writing.

**D. WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 3504Z1; Power Review Board SPP Contractor." It is preferred that questions be sent via e-mail to [matpurch.dasmat@nebraska.gov](mailto:matpurch.dasmat@nebraska.gov). Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Robert Thompson, showing the total number of pages transmitted, and clearly marked "RFP Number 3504Z1; Power Review Board SPP Contractor".

Written answers will be provided through an addendum to be posted on the Internet at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events.

**E. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

The NPRB intends to conduct oral interviews with at least the two bidders that are considered finalists for this contract. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to further describe their qualifications, demonstrate their understanding of the work to be performed, and explain and/or clarify any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their qualifications, understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the NPRB, State Purchasing Bureau, and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the NPRB reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

#### **F. SUBMISSION OF PROPOSALS**

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and six (6) copies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. If the proposal contains sections that include proprietary or copyrighted materials, a separate sheet must be provided that clearly states which sections have such material. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, subsection "Proprietary Information." Proposal responses should include the completed Form A, titled "Bidder Contact Sheet," a copy of which is attached at the end of this Request for Proposals. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS." Please note that the address label should appear as specified in Section II, part A, on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals should be presented in separate sections. It is preferred, but not required, that proposals be submitted in 3-ring binders. Proposals should be on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

#### **G. PROPOSAL OPENING**

The sealed proposals will be publicly opened and the bidding entities announced on the date, time and location shown in the Schedule of Events. Proposals will be available for viewing by those present after the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the opening date.

#### **H. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals unless their delivery is delayed due to the action or inaction of the State. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or any other reason(s) not due to the action or inaction of the State.

**I. REJECTION OF PROPOSALS**

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**J. EVALUATION OF PROPOSALS**

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Executive Summary;
2. Corporate Overview shall include but is not limited to;
  - a. the ability, capacity, qualifications and skill of the bidder to deliver and implement the services that meet the requirements of the Request for Proposal;
  - b. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - c. the quality of bidder performance on prior contracts;
  - d. such other information that may be secured and that has a bearing on the decision to award the contract;
3. Technical Approach;
4. Oral Interviews (for at least the finalists); and
5. Cost Proposal.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the State Purchasing Bureau website at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> Evaluation criteria will not be released prior to the proposal opening.

**K. EVALUATION COMMITTEE**

Proposals will be independently evaluated by members of the Evaluation Committee. The committee will consist of NPRB staff and Board members with the appropriate expertise to conduct such proposal evaluations.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request For Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

**L. MANDATORY REQUIREMENTS**

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Signed Request For Proposal For Contractual Services form;
2. Executive Summary;
3. Corporate Overview;

4. Technical Approach; and
5. Cost Proposal.

**M. REFERENCE CHECKS**

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

**N. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

All bidders are expected to comply with any statutory registration requirements. It is the responsibility of the bidder who is the recipient of an Intent to Award to comply with any statutory registration requirements pertaining to types of business entities (e.g. a foreign or Nebraska corporation, non-resident contractor, limited partnership, or other type of business entity). The bidder who is the recipient of Intent to Award may be required to certify that it has so complied and produce a true and exact copy of its registration certificate, or, in the case registration is not required, to provide the reason as to why none is required. This must be accomplished prior to the award of contract.

**O. VIOLATION OF TERMS AND CONDITIONS**

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. rejection of a bidder's proposal;
2. suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

### III. TERMS AND CONDITIONS

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly indentifying the term or condition by subsection, (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal.

#### A. GENERAL

Accept  
& Initial

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. the signed Request For Proposal form;
2. the original Request for Proposal document;
3. any Request for Proposal addenda and/or amendments to include questions and answers;
4. the contractor's proposal;
5. any contract amendments, in order of significance; and
6. contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request For Proposal form, 6) the contractor's proposal.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

#### B. AWARD

Accept  
& Initial

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once the intent to award decision has been determined, it will be posted to the Internet at:

<http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at:

<http://www.das.state.ne.us/materiel/purchasing/agencycommoditiesprocurementmanual/ProtestGrievanceProcedureForCommodities&Services.doc>

Any protests must be filed by a vendor or bidder within ten (10) calendar days after the intent to award decision is posted to the Internet.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**

Accept  
& Initial

The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

**D. PERMITS, REGULATIONS, LAWS**

Accept  
& Initial

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

**E. OWNERSHIP OF INFORMATION AND DATA**

Accept  
& Initial

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

**F. INSURANCE REQUIREMENTS**

Accept  
& Initial

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

**1. WORKERS' COMPENSATION INSURANCE**

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

**3. INSURANCE COVERAGE AMOUNTS REQUIRED**

**a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

**b. COMMERCIAL GENERAL LIABILITY**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

**c. COMMERCIAL AUTOMOBILE LIABILITY**

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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**d. UMBRELLA/EXCESS LIABILITY**

Over Primary Insurance

\$1,000,000 per occurrence

**4. EVIDENCE OF COVERAGE**

The contractor should furnish the State, with its proposal response, a certificate of insurance coverage complying with the above requirements, if applicable, which State Purchasing will submit to Administrative Services, Risk Management Division, 521 S. 14th Street, Suite 104, Lincoln, NE 68508 (facsimile 402-471-2800). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services Risk Management when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**G. COOPERATION WITH OTHER CONTRACTORS**

Accept  
& Initial

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

**H. INDEPENDENT CONTRACTOR**

Accept  
& Initial

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

**I. CONTRACTOR RESPONSIBILITY**

Accept  
& Initial

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of the

State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

**J. CONTRACTOR PERSONNEL**

Accept  
& Initial

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. damages incurred by contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

Accept  
& Initial

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

**L. CONFLICT OF INTEREST**

Accept  
& Initial

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

Bidder certifies that it is not an entity that is subject to assessments necessary to defray the NPRB's expenses as set out in Neb. Rev. Stat. § 70-1020, or any other entity that is otherwise

subject to the NPRB's jurisdiction due to having filed an application that requires the NPRB's approval. Bidder understands that such entities are not eligible to apply for this contract due to the potential conflict of interest it would create.

**M. PROPOSAL PREPARATION COSTS**

\_\_\_\_\_  
Accept  
& Initial

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations, or oral presentations, or in any other activity related to bidding on this Request for Proposal.

**N. ERRORS AND OMISSIONS**

\_\_\_\_\_  
Accept  
& Initial

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

**O. BEGINNING OF WORK**

\_\_\_\_\_  
Accept  
& Initial

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful contractor. The contractor will be notified in writing when work may begin.

**P. ASSIGNMENT BY THE STATE**

\_\_\_\_\_  
Accept  
& Initial

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

**Q. ASSIGNMENT BY THE CONTRACTOR**

\_\_\_\_\_  
Accept  
& Initial

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

**R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

\_\_\_\_\_  
Accept  
& Initial

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

**S. GOVERNING LAW**

\_\_\_\_\_  
Accept  
& Initial

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

**T. ATTORNEY'S FEES**

\_\_\_\_\_  
Accept  
& Initial

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

**U. ADVERTISING**

Accept  
& Initial

The contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

**V. STATE PROPERTY**

Accept  
& Initial

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property. Normal wear and tear is expected.

**W. SITE RULES AND REGULATIONS**

Accept  
& Initial

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. If the contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged.

**X. NOTIFICATION**

Accept  
& Initial

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II, A. Procuring Office and Contact Person of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.
2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

**Y. EARLY TERMINATION**

The contract may be terminated as follows:

Accept  
& Initial

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
  - g. contractor intentionally discloses confidential information;
  - h. contractor has or announces it will discontinue support of the deliverable;
  - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

**Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

Accept  
& Initial

**AA. BREACH BY CONTRACTOR**

Accept  
& Initial

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State’s discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State’s right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

**BB. ASSURANCES BEFORE BREACH**

Accept  
& Initial

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other responsibilities under the contract will not be adversely affected.

**CC. PENALTY**

Accept  
& Initial

In the event that the contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates stipulated in the contract for the deliverables may result in an assessment of penalty due the State of \$50.00 dollars per day, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

**DD. FORCE MAJEURE**

Accept  
& Initial

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party’s own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**EE. PROHIBITION AGAINST ADVANCE PAYMENT**

Accept  
& Initial

Payments shall not be made until after each month’s services, as outlined in the contract, have been provided.

**FF. PAYMENT**

Accept  
& Initial

State will render payment to contractor on a monthly basis, after the services for that month have been provided. Payment will be made in accordance with the Cost Proposal and Payment Schedule described in Section V, subsections B and C, respectively of this Request for Proposals. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

**GG. INVOICES**

Accept  
& Initial

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**HH. AUDIT REQUIREMENTS**

Accept  
& Initial

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

**II. TAXES**

Accept  
& Initial

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

**JJ. CHANGES IN SCOPE/CHANGE ORDERS**

Accept  
& Initial

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State.

Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined by negotiation between the State and the contractor.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

**KK. SEVERABILITY**

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Accept  
& Initial

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**LL. CONFIDENTIALITY**

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Accept  
& Initial

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**MM. PROPRIETARY INFORMATION**

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Accept  
& Initial

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

**NN. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING**

Accept  
& Initial

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**OO. PRICES**

Accept  
& Initial

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

**PP. BEST AND FINAL OFFER**

Accept  
& Initial

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

**QQ. ETHICS IN PUBLIC CONTRACTING**

Accept  
& Initial

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

**RR. INDEMNIFICATION**

Accept  
& Initial

**1. GENERAL**

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State's use of Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated

as a breach of warranty by the contractor, and the State may receive the remedies provided under this RFP.

**3. PERSONNEL**

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

**SS. NEBRASKA TECHNOLOGY ACCESS STANDARDS**

Accept  
& Initial

Contractor shall review the Nebraska Technology Access Standards, found at <http://www.nitc.state.ne.us/standards/accessibility> and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

**TT. ANTITRUST**

Accept  
& Initial

The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**UU. DISASTER RECOVERY/BACK UP PLAN**

Accept  
& Initial

The contractor shall have a disaster recovery and back-up plan, of which a copy will be provided to the State upon request, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

**VV. TIME IS OF THE ESSENCE**

Accept  
& Initial

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

**WW. DRUG POLICY**

Accept  
& Initial

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**XX. NEW EMPLOYEE WORK ELIGIBILITY STATUS**

Accept  
& Initial

Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services' website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify they Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat §4-108.

**YY. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

Accept  
& Initial

The contractor, by signature to this RFP, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

## **IV. PROJECT DESCRIPTION AND SCOPE OF WORK**

### **A. PROJECT OVERVIEW AND BACKGROUND**

The Nebraska Power Review Board (NPRB) is seeking to retain the services of a person, persons, or firm to assist the NPRB in representing the interests of the NPRB, the State of Nebraska, and ultimately Nebraska's electric ratepayers in matters pertaining to electric transmission issues before the Southwest Power Pool (SPP), and in particular the SPP's Regional State Committee (RSC) and its subsidiary committees and task forces such as the Cost Allocation Working Group (CAWG).

The three largest utilities in the State of Nebraska (i.e., Lincoln Electric System, Nebraska Public Power District, and Omaha Public Power District) joined the SPP as transmission-owning members in 2009. The SPP is a regional transmission organization approved by the Federal Energy Regulatory Commission that operates in the states of Arkansas, Kansas, Louisiana, Missouri, Nebraska, New Mexico, Oklahoma, and Texas. One group formed as part of the SPP is the Regional State Committee (RSC). The RSC is comprised of one designated commissioner or board member from each state regulatory agency having jurisdiction over an SPP member. Due to the Nebraska utilities' membership, the NPRB was entitled to designate one of its Board members to be the NPRB's voting representative on the RSC. According to the SPP bylaws, the RSC has primary responsibility for determining regional proposals and the transition process in the following areas: 1) whether and to what extent participant funding will be used for transmission enhancements; 2) whether the license plate or postage stamp rates will be used for the regional access charge; 3) Financial Transmission Rights (FTR) allocation, where a locational price methodology is used; and 4) the transition mechanism to be used to assure that existing firm customers receive FTRs equivalent to the customers' existing firm rights. The RSC also determines the approach for resource adequacy across the entire SPP region, and the RSC determines whether transmission upgrades for remote resources will be included in the regional transmission planning process and the role of transmission owners in proposing transmission upgrades in the regional planning process. A copy of the SPP bylaws creating the RSC is available on the SPP's website at <http://www.spp.org/publications/RSCBylaws042709-f.pdf>. Prior to each meeting, the RSC provides background materials for the RSC members to review. The RSC holds face-to-face meetings quarterly in various locations within the SPP's operating area. Occasionally the RSC holds special meetings in addition to its regularly scheduled quarterly meetings.

The RSC has committees and working groups that study information, conduct research, devise plans, and provide recommendations and proposals to the RSC regarding how to proceed on topics within the RSC's jurisdiction. The NPRB is entitled to have staff members participate in some or all of these committees and working groups. One such group is the Cost Allocation Working Group (CAWG). Examples of the issues the CAWG plans to work on in the near future include are:

1. Implementation of the SPP's day 2 market.
2. Topics related to aggregators of retail customers (ARC).
3. Monitoring and analysis of cost allocation issues, especially related to the SPP's balanced portfolio.
4. Assist in preparing an annual Aggregate Study Safe Harbor Report.
5. Input in planning transmission routing.
6. Evaluation and reporting on Integrated Transmission Planning and seams progress.
7. Monitoring and reporting on the activities of the Federal Energy Regulatory Commission, Eastern Interconnection Planning Collaborative, Eastern Interconnection

State's Planning Council, Electric Power Research Institute, and other similar organizations.

The CAWG meets at the discretion of its voting members and the consultant(s) retained by the SPP to coordinate its activities. It has normally met once or twice each month, with the opportunity to participate via telephonic conference call for most meetings. At or just before the time when this RFP was prepared, and for illustrative purposes only, the CAWG intended to hold in-person meetings on October 26 and December 1, 2010 in Dallas, Texas, and meet via telephonic conference call on September 22 and November 3, 2010. Each state regulatory agency in the RSC is entitled to have one staff member designated to represent it as a voting member on the CAWG. Other stakeholders in the electric industry participate in the discussions at CAWG meetings. LES, NPPD and OPPD each have non-voting representatives that participate in the CAWG meetings. Prior to each meeting, background materials are provided to the CAWG members and non-voting participants to review. In-person meetings of the CAWG are often held in Dallas, Texas, but can be held at various locations in the SPP operating area.

A recently formed group is the SPP Rate Impact Task Force (RITF), which will examine the costs and benefits ratepayers in the various SPP states are expected to receive from proposed transmission projects. One of the NPRB's members is a member of the RITF. The RITF normally meets via conference call, but could hold in-person meetings. The RITF has averaged about one conference call per month.

The NPRB does not have adequate staff or the necessary expertise to monitor and participate in the activities of the RSC, CAWG and other related SPP groups in order to represent Nebraska's interests. This is particularly true with regard to the CAWG. The NPRB has also determined that it requires a person or firm with experience in transmission issues and engineering or related experience in order to adequately represent Nebraska's interests as a participant in these SPP groups. The Board does not currently have staff with these qualifications, necessitating the hiring of a person or firm with the appropriate education and experience to attend the RSC and CAWG meetings, review background documents, brief the NPRB's designated voting member on the RSC and RITF, and serve as Nebraska's representative on the CAWG.

## **B. PROJECT REQUIREMENTS**

The Applicant should have experience in planning and designing transmission lines. It is preferable, but not mandatory, that Applicant have practical experience as an engineer responsible for planning, designing, and analyzing the costs involved with bulk transmission lines. Excellent organizational and communication skills are essential. A thorough understanding of Nebraska's consumer-owned electric industry and electric transmission needs is strongly preferred, but is not mandatory. Applicant must be willing and able to travel to meetings in various locations in the SPP region, either by air or vehicle, depending on the distance involved.

Any entity that is subject to assessments necessary to defray the NPRB's expenses as set out in Neb. Rev. Stat. § 70-1020, or any other entity that is otherwise subject to the NPRB's jurisdiction due to having filed an application that requires the NPRB's approval, is not eligible to apply for this contract due to the potential conflict of interest it would create.

**C. BUSINESS REQUIREMENTS**

The successful Applicant will not be responsible for authorized travel expenditures to attend SPP-related meetings. The SPP reimburses travel expenditures authorized by the State's RSC member for that State to send representatives to the meetings of the RSC, CAWG, SPP Board of Directors, and other special meetings and workshops as needed. As an authorized representative of the NPRB at those meetings, the Applicant will be reimbursed for authorized travel expenditures by the SPP. If for some reason the SPP cannot or will not reimburse the NPRB's authorized representative, the NPRB will reimburse the representative for said authorized travel expenses. The Applicant will prepare and submit travel reimbursement documents directly to the SPP, but NPRB staff will assist in this process whenever necessary. The NPRB will expect its Applicant to follow expenditure limits established by the SPP. In the absence of expenditure limits set by the SPP, the Applicant will be expected to abide by reimbursement guidelines established by the Internal Revenue Service for hotel, meals, and mileage expenses.

Applicant will be responsible for incidental expenses, such as office supplies, etc. Applicant must have the ability to communicate regularly through the use of e-mail and telephone. Applicant must have a telephone with speakerphone capability, so that NPRB staff and/or Board members could participate in CAWG and RITF meetings via conference calls with the Applicant, if necessary. It is strongly preferred that Applicant own a laptop computer, with internet access capability, for use when attending SPP related meetings. SPP staff usually coordinates the use of wi-fi connections during SPP meetings.

**D. SCOPE OF WORK**

The successful Applicant will be designated as the NPRB's representative on the CAWG. Applicant will also be expected to monitor the activities of the SPP Board of Directors, RSC, CAWG, Markets and Operations Policy Committee (MOPC), and RITF. It will likely be necessary for the Applicant to monitor activities of the task forces and working groups formed under the aforementioned SPP Board of Directors, RSC, CAWG and MOPC in order to follow and understand all activities at SPP. The successful Applicant will be responsible, at a minimum, for the following: review and analyze background and preparatory documents for the SPP Board of Directors, RSC and CAWG meetings; brief the NPRB's designated RSC member prior to each RSC meeting; occasionally update the entire NPRB and/or the NPRB's executive director on SPP activities; attend all meetings of the RSC and CAWG, and all or most meetings of the SPP Board of Directors and Rate Impact Task Force (RITF). Applicant will be expected to attend RSC meetings with the NPRB's designated voting member. On occasions when the NPRB's RSC member is not able to attend an RSC meeting in person and must participate via telephone, the contractor may be asked to travel to the NPRB member's office in order to advise the NPRB's RSC member during telephonic participation. Applicant will coordinate closely with the representatives from LES, NPPD, and OPPD, and any other Nebraska utility that might join the SPP, when formulating the position to be taken by the NPRB on behalf of the State of Nebraska in matters before the SPP and its related groups and organizations. Applicant may be asked to occasionally meet with and brief the governing body of Nebraska utilities that are SPP members, or the Nebraska Power Association (NPA) Board of Directors (the NPA is a voluntary association comprised of representatives from all sectors of Nebraska's electric industry), concerning NPRB activities and positions on SPP issues. Absent an unusual amount of SPP activity or sensitive issues pertaining to Nebraska, it is anticipated Applicant would only rarely be asked to attend meetings or give briefings to utility governing bodies, not more often than quarterly. The NPA normally meets every other month, on the third Wednesday of the month, in Lincoln, Nebraska. Applicant may be asked to attend the NPA Board of Directors meetings on a regular basis.

Meetings of the SPP RSC and Board of Directors are normally, but not always, held in conjunction with one another. The Applicant will be expected to attend meetings in person, unless otherwise directed or authorized by the NPRB's designated RSC member or the NPRB's executive director. Applicant will maintain close contact with the NPRB's designated RSC member and executive director, provide updates and advice to them, and receive general policy directions from them when time permits. When time does not permit, Applicant will coordinate with the Nebraska utility representatives present at the applicable meeting and use his or her judgment to represent Nebraska's best interests. Applicant is expected to use his or her judgment in the event the Nebraska utilities do not have a uniform position on a particular matter. In all cases, Applicant will follow the directives of the NPRB's RSC member or the NPRB's executive director when such has been given. The successful Applicant will be expected to provide an update or briefing on SPP, RSC and CAWG activities to the NPRB during the NPRB's monthly public meetings. Unless specifically authorized by the NPRB, the Applicant will not be reimbursed for travel expenses to attend NPRB meetings or to meet with the NPRB's RSC member or executive director. It is anticipated in-person updates or briefings will not be expected more than quarterly. If SPP activities increase, or a specific issue arises affecting Nebraska which warrants more frequent updates or briefings to the NPRB or the Board's RSC member or executive director, it is expected such a situation would be for a relatively short duration and will return to normal after several months. The NPRB will expect the Applicant to prepare a brief written review of the SPP, RSC and CAWG activities each month, depending on the level of SPP activities during that time period.

The NPRB estimates that the workload will require the successful Applicant to spend an approximate average of 45 to 60 hours per month on activities related to this contract, not including travel time. It is expected that some months could be higher than this, while some months could be lower, depending on the level of SPP activities during a given month. The successful Applicant will be expected to travel to attend all in-person meetings of the CAWG and RSC, and attend all or most meetings of the SPP Board of Directors. These trips will often require one or two overnight stays in another state, depending on scheduling and availability of flights. The SPP's current practice is to hold the RSC meeting on a Monday afternoon, followed by the SPP Board of Directors meeting the next day (Tuesday) at the same venue. Other task forces or working groups, such as the CAWG or MOPC will sometimes, but not always, be held on the Wednesday following the SPP Board of Directors meeting.

The successful Applicant will not be reimbursed for travel expenses necessary to meet with the NPRB's executive director, RSC representative, or the NPRB. Likewise, the Applicant will not be reimbursed for travel expenses necessary to attend Board meetings of the NPA, LES, NPPD or OPPD. The SPP and RSC reimburse state agency's for travel expenses of Board members and necessary staff to attend SPP-related functions. Therefore, the Applicant's reimbursement for travel to attend any SPP-related meeting will necessarily be limited to that amount that would have been incurred if travel originated from the NPRB's headquarters. The NPRB's headquarters is located in Lincoln, Nebraska. This does not preclude travel costs incurred to fly out of an alternate airport, such as the Omaha airport (Epply Airfield), if the cost and availability of flights justify it. The successful Applicant will receive approval for travel plans that involve reimbursement from the NPRB's RSC representative or executive director prior to incurring such expenses.

For ease of reference, below is a table providing an outline of the information concerning the primary groups and organizations described above.

<b>Group</b>	<b>Meeting Frequency</b>	<b>Type of Meetings</b>	<b>Travel Expenses</b>	<b>Contractor's Responsibility</b>
Cost Allocation Working Group (CAWG)	Monthly-may meet several times in one month	In person, some telephonic	Reimbursed by SPP*	Attend all meetings. Act as Nebraska's representative, including voting. Brief NPRB on activities.
Regional State Committee (RSC)	Quarterly-some special meetings possible	In person, telephonic is possible	Reimbursed by SPP*	Attend all meetings. Advise NPRB representative,
SPP Board of Directors	Quarterly	In person	Reimbursed by SPP*	Attend meetings and advise NPRB representative
Markets and Operations Policy Committee (MOPC)	Monthly-may meet several times in one month	In person or telephonic	Reimbursed by SPP*	Attend meetings occasionally. Monitor activities, report to NPRB.
Rate Integration Task Force (RITF)	Monthly-may meet several times in one month	In person or telephonic (most are telephonic)	Reimbursed by SPP*	Attend meetings and advise NPRB representative.
NPRB meetings	Monthly	In person	Applicant Expense	Attend meetings to update NPRB at least quarterly. Submit monthly written report to NPRB.
*indicates when SPP is unable or determined that the expense will not be reimbursed by SPP, the NPRB may pay that expense				

**E. TECHNICAL REQUIREMENTS**

The Applicant should have experience, training, and/or education demonstrating a knowledge and understanding of electrical energy issues, specifically the development and planning of transmission infrastructure, transmission grid systems, and the recovery of costs for such transmission facilities. Applicant will need to provide a resume demonstrating the applicable experience, training, and/or education. If Applicant is a firm or group of individuals, a resume must be submitted for all principals involved, particularly for the individual that would be designated as the NPRB's representative on the CAWG, as well as the individual(s) that would attend the SPP Board of Directors, RSC, and RITF meetings with the NPRB's Board member (if different from the CAWG representative) and attend any meetings of the NPA or Nebraska SPP member utility governing bodies.

## **V. PROPOSAL INSTRUCTIONS**

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions:

### **A. TECHNICAL PROPOSAL**

The Technical Proposal shall consist of three (3) sections:

1. SIGNED "State of Nebraska Request For Proposal For Contractual Services" form;
2. Executive Summary;
3. Technical Approach; and
4. Corporate Overview and Understanding of Project Requirements.

#### **1. REQUEST FOR PROPOSAL FORM**

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal and certifies bidder maintains a drug free work place environment.

The Request for Proposal for Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

#### **2. EXECUTIVE SUMMARY**

The Executive Summary shall condense and highlight the contents of the Corporate Overview and Technical Approach in such a way as to provide the Evaluation Committee with a broad understanding of the Contractor's qualifications and Technical Proposal.

Bidders must present their understanding of the work that will be performed and the scope of work. Bidders shall summarize why they are best qualified to perform the work required herein. The contract resulting from this Request For Proposals does not involve the preparation of a specific work product (such as a report or evaluation), and thus there is no specific completion date involved.

#### **3. TECHNICAL APPROACH**

The Technical Approach shall provide a demonstration that the bidder has a thorough understanding of the project requirements and scope of work. Bidder should be able to identify key staff necessary to conduct the scope of work, and why those staff members are the best qualified to fulfill the contract's objective.

**4. CORPORATE OVERVIEW**

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

**a. BIDDER IDENTIFICATION AND INFORMATION**

The bidder must provide the full company or corporate name, or if none, the full name of the individual bidder(s), the address of the company's headquarters or the individual's office address, the entity's organization structure (corporation, partnership, sole proprietorship, etc.), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number and/or Social Security Number.

**b. FINANCIAL STATEMENTS**

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

**c. CHANGE OF OWNERSHIP**

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

**d. OFFICE LOCATION**

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

**e. RELATIONSHIPS WITH THE STATE**

The bidder shall describe any dealings with the State over the previous two (2) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

If the bidder is an entity subject to assessments necessary to defray the NPRB's expenses as set out in Neb. Rev. Stat. § 70-1020, or any other entity that is otherwise subject to the NPRB's jurisdiction due to having filed an application that requires the NPRB's approval, it shall so state. Entities in this category are not eligible to apply for this contract due to the potential conflict of interest it would create.

**f. BIDDER'S EMPLOYEE RELATIONS TO THE STATE**

If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

**g. CONTRACT PERFORMANCE**

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

**h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in scope and complexity, if any. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

- i. Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:
  - a) the time period of the project;
  - b) the scheduled and actual completion dates (if applicable);
  - c) the contractor's responsibilities;

- d) for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and
  - e) each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.
  - iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

i. **SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if they or their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified. If a team of individuals will be involved, bidder must designate one of the team members as the lead individual who would be the primary point of contact and would be the person to be designated by the NPRB as the voting member on the Cost Allocation Working Group. Bidder should also describe whether the person to be designated as the CAWG voting member would also attend RSC, RITF, SPP Board of Directors, and NPRB meetings, or whether another individual(s) would normally attend those meetings.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

**j. SUBCONTRACTORS**

Due to the nature of this project, it is not anticipated that the bidder would use subcontractors. However, if the bidder does intend to subcontract any part of its performance hereunder, the bidder must provide:

- i.** name, address and telephone number of the subcontractor(s);
- ii.** specific tasks for each subcontractor(s);
- iii.** percentage of performance hours intended for each subcontract; and
- iv.** total percentage of subcontractor(s) performance hours.

**B. COST PROPOSAL REQUIREMENTS**

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section from the Technical Proposal section.

Bidders will provide a proposal for the total fixed price for providing the services set forth in the Request for Proposals.

**1. COST SUMMARY**

This summary shall present the total fixed cost to perform all of the requirements described in the Request for Proposal, **not to exceed a total of \$200,000.**

The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where additional details are required.

**C. PAYMENT SCHEDULE**

The payment schedule for the project will be on a monthly basis over a twelve month period. The successful bidder will submit to the NPRB a monthly invoice setting out the hours spent providing the services pursuant to the contract, giving a general description of the services for that month. The monthly invoice will be for a set amount, with each month being an equal part of the total fixed price submitted by the bidder. Therefore, the invoice for each month will constitute 1/12 of the total fixed price submitted by the bidder. Providing the hours served and the general description of the services rendered is only for tracking and reference purposes, and to assist the parties in determining an appropriate level of compensation in future years.

# Form A

## Bidder Contact Sheet

### Request for Proposal Number 3504Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	