

**State of Nebraska
REQUEST FOR PROPOSAL
FOR CONTRACTUAL SERVICES FORM**

RETURN TO:
Nebraska Power Review Board
301 Centennial Mall South
5th Floor
State Office Building
Lincoln, NE 68509
Phone: (402) 471-2301
Fax: (402) 471-3715

REQUEST FOR PROPOSAL NUMBER	RELEASE DATE
NPRB RFP-05-1	September 12, 2005
OPENING DATE AND TIME	PROCUREMENT CONTACT for the Condition Certain Report
October 6, 2005 4:00 p.m. Central Standard Time	Timothy J. Texel Executive Director Power Review Board 301 Centennial Mall South, 5th Floor P.O. Box 94713 Lincoln, NE 68509-4713 Phone: (402) 471-2301

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 Nebraska Power Review Board (hereafter referred to as "NPRB"), an agency of the State of Nebraska, is issuing this Request for Proposal (hereafter referred to as "RFP"), RFP Number "NPRB RFP-05-1" for the purpose of selecting a qualified contractor to coordinate and facilitate the preparation of an annual report prepared for Nebraska's Governor and Legislature. The report will describe the status of certain conditions in the electric industry in Nebraska, the region and the United States as set out in Neb. Rev. Stat. § 70-1003(6) through (8) (2003). A copy of the statute is attached hereto as Attachment 1 and is hereby incorporated by reference as part of this RFP.

Written questions are due and must be received in the NPRB's offices no later than 5:00 p.m., September 22, 2005. Written questions should be clearly marked "NPRB RFP-05-1; [Bidder's Name] Questions", and must be submitted by one of the following methods: by hand delivery to the Power Review Board's offices at 301 Centennial Mall South, 5th Floor, Lincoln, Nebraska; by U.S. mail addressed to Timothy J. Texel, Executive Director, Nebraska Power Review Board, P.O. Box 94713, Lincoln, NE 68509-4713; by E-mail sent to tim.texel@prb.ne.gov; or by facsimile transmission to 402-471-3715. Facsimile transmissions should also include a cover sheet clearly indicating the number of pages transmitted.

Bidder should submit **one** (1) original, clearly marked as such, and **six** (6) copies of the entire proposal. Proposals must be submitted by the proposal due date and time, which is October 6, 2005 at 4:00 p.m. (CST).

PROPOSALS MUST MEET THE FOLLOWING REQUIREMENTS TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Proposals must be in writing and received in the offices of the NPRB by the date and time of proposal opening indicated above. **NO late proposals will be accepted. NO fax proposals will be accepted. NO E-mail or Internet proposals will be accepted.**
2. Proposals must meet all specifications of the RFP and terms and conditions of this form.
3. 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 your proposal and any other requirements as specified in the RFP in order to be considered for an award. Bidder should clearly indicate which document is the original.

CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request For Proposal For Contractual Services form, the Contractor guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Standard Conditions and Terms of Contractual Services and Leasing Solicitation and Offer and certifies that they maintain a drug free work place environment.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

STATE OF NEBRASKA
Lincoln, Nebraska

STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES OFFERS

SCOPE: These standard conditions and terms of Request for Proposal for Contractual Services and acceptance apply in like force to this inquiry and to any subsequent contract(s) resulting therefrom.

EXECUTION: Proposals must be signed in ink by the contractor on the State of Nebraska's Request for Proposal for Contractual Services form. All proposals must be typewritten or in ink and include the signed State of Nebraska's Request for Proposal for Contractual Services form. Erasures and alterations must be initialed by the contractor in ink. No telephone, facsimile, E-mail or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

PAYMENT: Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act (Neb. Rev. Stat. § 81-2401 through 81-2408). The NPRB may request that payment be made electronically instead of by State warrant.

COLLUSIVE BIDDING: The contractor's signature on the State of Nebraska's Request for Proposal for Contractual Services form is a guarantee that the prices quoted have been arrived at without collusion with other eligible contractors and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

SPECIFICATIONS: Contractors should submit a proposal in accordance with the Terms and Conditions of the Request for Proposal.

ALTERNATE TERMS AND CONDITIONS: The NPRB, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal Requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the State of Nebraska. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the NPRB are deemed to be rejected.

LATE PROPOSALS: Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned to the contractor unopened unless it can be shown that late delivery was the fault of the PRB or the State of Nebraska, through no fault on the part of the contractor. The NPRB is not responsible for late proposals or lost requests due to mail service inadequacies, traffic or other similar reasons.

AWARD: All contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The NPRB 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 NPRB 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 contractor's competitive position. All awards will be made in a manner deemed in the best interest of the State of Nebraska.

PERFORMANCE AND DEFAULT: In case of default of the contractor, the NPRB may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

NONDISCRIMINATION: 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.

DRUG POLICY: Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity.

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Glossary of Terms

Addendum: Something added or to be added.

Agency: State agency or agency means 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. If the contract is written, it can be amended only 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 contracts which are based on competitive proposals will be awarded according to the provisions in the RFP. The NPRB 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 NPRB 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 contractor's competitive position.

Collusive Bidding: 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 bidders vie to secure a contract for services to a state agency by offering the most favorable terms as to price, quality, and/or service.

Confidential Information: (1) Any information that is available to an employee only because of the employee's status as a public employee and is not a matter of public knowledge or available on request, or (2) See "Proprietary Information" below.

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

Contractor: Any person or entity that supplies goods and/or services. For purposes of this RFP, this term means persons or entities that undertake performance of a job or task for compensation, without becoming an employee of the NPRB.

Contract For Services: Contract for services means any contract that directly engages the time or effort of an independent contractor whose purpose is to perform an identifiable task, study, or report rather than to furnish an end item of supply, goods, equipment, or material.

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

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

Evaluation Committee: A committee appointed by the Agency that advises and assists the Agency 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 NPRB) for an additional time according to contract conditions. Not to be confused with "Renewals."

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

Mandatory: Required, compulsory or obligatory.

Must: Required, compulsory or obligatory.

NPRB: Acronym referring to the Nebraska Power Review Board, an agency of the State of Nebraska.

Proposal: The executed document submitted by a bidder in response to an RFP.

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 provide.

Protest: A complaint about a governmental action or decision related to an RFP or the resultant contract, brought by a prospective bidder, a bidder, or other interested party to the NPRB 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 RFP, and in the presence of anyone who wishes to attend.

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 for a contract for goods and/or services.

RFP: Acronym referring to a Request for Proposal.

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

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

I. SCOPE OF THE REQUEST FOR PROPOSAL

A contract resulting from this RFP will be issued for a period of eleven months, effective November 1, 2005, through September 30, 2006, with the option to renew for four (4) one-year periods as mutually agreed upon by both parties. It is anticipated the term of any renewal(s) would be from October 1 through September 30 of the following year. The compensation for any renewal period would be renegotiated several months prior to the end of the existing contractual period.

IT IS THE NPRB'S INTENTION TO MAKE THIS RFP AVAILABLE ON THE AGENCY'S WEBSITE AT: www.nprb.state.ne.us

A. SCHEDULE OF EVENTS

The NPRB 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
1	Release Request for Proposal	September 12, 2005
2	Last Day to Submit Written Questions	September 22, 2005
3	NPRB Responds to Written Questions Through Request for Proposal Addendum The NPRB's will make all questions and responses available on the internet at www.nprb.state.ne.us	September 28, 2005
4	Proposal Due	October 6, 2005 4:00 p.m.
5	Proposal Opening Location: Liquor Control Hearing Room 301 Centennial Mall, Fifth Floor State Office Building Lincoln, NE 68508	October 6, 2005 4:00 p.m.
6	Oral Interviews with finalists (if necessary).	October 10-19, 2005
7	Contract Award	October 21, 2005
8	Contractor Start Date	November 1, 2005

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this RFP reside with the NPRB. The point of contact for the procurement is as follows:

Name: Timothy J. Texel
Executive Director and General Counsel
Address: Nebraska Power Review Board
301 Centennial Mall South
P.O. Box 94713
Lincoln, NE 68509
Telephone: (402) 471-2301
Facsimile: (402) 471-3715
E-Mail: tim.texel@prb.ne.gov

B. GENERAL INFORMATION

The RFP is designed to solicit proposals from qualified contractors who will be responsible for the coordination and preparation of an annual report to Nebraska's Governor and Legislature, as required by Neb. Rev. Stat. § 70-1003(6) to (8), as described in Section IV of this request. Proposals should conform to all instructions, conditions, and requirements included in the RFP.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this RFP 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 NPRB STAFF

From the date the RFP is issued until a determination is made and announced regarding the selection of the contractor, contact regarding this RFP between potential contractors and NPRB board members or staff is restricted to written communication with the NPRB's executive director, as the point of contact for this RFP. For purposes of this provision, contact includes direct contact as well as indirect contact through a third party.

The following exceptions to these restrictions are permitted:

1. Written communication with the person designated as the point of contact for this RFP;
2. Contacts made pursuant to any pre-existing contracts or obligations; and
3. State-requested presentations, interviews, or discussions to finalize a contract.
4. Contact that is incidental or clearly non-substantive in nature.

Violations of these conditions may be considered sufficient cause to reject a contractor's proposal and/or selection. No individual member of the NPRB Board, employee of the NPRB, or member of the Evaluation Committee is empowered to make binding statements regarding this RFP. The NPRB will issue any clarifications or opinions regarding this RFP in writing.

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a prospective contractor regarding the meaning or interpretation of any RFP provision must be submitted in writing to the NPRB and clearly marked "NPRB RFP-05-1; [Bidder's Name] Questions". Questions must be submitted on or before September 22, 2005. Questions must be submitted by one of the following methods: by hand delivery to the NPRB's offices at 301 Centennial Mall South, 5th Floor, Lincoln, Nebraska; by U.S. mail addressed to Timothy J. Texel, Executive Director, Nebraska Power Review Board, P.O. Box 94713, Lincoln, NE 68509-4713; by E-mail sent to tim.texel@prb.ne.gov; or by facsimile transmission to 402-471-3715. Facsimile transmissions must also include a cover sheet clearly indicating the number of pages transmitted.

Written answers will be provided through an addendum that will be posted on the internet at www.nprb.state.ne.us by the date shown in the Schedule of Events (September 28, 2005).

E. SUBMISSION OF PROPOSALS

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and (6) copies of the entire proposal should be submitted by the proposal due date and time (October 6, 2005, at 4:00 p.m.). Proposals must reference the request for proposal number (NPRB RFP-05-1) and be sent or delivered to the specified address. The NPRB accepts no responsibility for mislabeled or missent mail. Proposals received late will not be accepted and will be returned to the sender unopened, unless it can be shown that late delivery was the fault of the NPRB or the State of Nebraska, through no fault on the part of the contractor. If a recipient phone number is required for delivery purposes, (402) 471-2301 should be used. The request for proposal number should be included in all correspondence.

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 NPRB to withhold must be submitted in a sealed package, which is separate from the remainder of the bid. The separate package must be clearly marked PROPRIETARY INFORMATION on the outside of the package.** 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 provide. 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 NPRB is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals must be presented in separate sections on standard 8 ½" by 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 should be consecutively numbered for the entire proposal.

F. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding organizations announced on the date, time and location specified in the Schedule of Events in section I.A. of this RFP.

G. ORAL INTERVIEWS

The NPRB or its Evaluation Committee may conclude that oral interviews are required. All contractors that submitted bids may not be interviewed. Prospective contractors may be requested to participate in an interview to determine their understanding of the requirements of this proposal and their management style and philosophy. Contractors will not be allowed to alter or amend their proposals at the interview. Only representatives of the NPRB and the contractor being interviewed will be permitted to attend the oral interview.

Any cost incidental to the oral interviews shall be borne entirely by the contractor and will not be compensated by the NPRB.

H. PROPOSAL EVALUATION

The NPRB will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. The criteria for determining a responsible contractor shall include but not be limited to:

1. The ability, capacity and skill of the contractor to implement the system or project that meets the requirements of this RFP;
2. The character, integrity, reputation, judgment, experience and efficiency of the contractor;
3. Whether the contractor can perform the contract within the specified time frame;
4. The quality of contractor performance on prior contracts;
5. Such other information that may be secured and that has a bearing on the decision to award the contract; and
6. Cost.

I. EVALUATION COMMITTEE

The NPRB intends to have an Evaluation Committee evaluate the proposals, conduct interviews, and make a recommendation to the NPRB. This committee will consist of two NPRB Board members and the NPRB's executive director/general counsel.

J. REJECTION OF PROPOSALS

The NPRB 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 NPRB 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 contractor's competitive position. All awards will be made in a manner deemed in the best interest of the NPRB.

K. REFERENCE CHECKS

The NPRB reserves the right to check any reference(s), regardless of the source of the reference information.

III. TERMS AND CONDITIONS

The terms and conditions stated herein are in addition to those stated in the "Standard Conditions and Terms of Contractual Services and Leasing Solicitation and Offer" form and apply in like force to this RFP and any contract resulting therefrom.

By signing the "Request For Proposal For Contractual Services" form, the Contractor guarantees compliance with the provisions in this RFP, agrees to the Standard Conditions and Terms of Contractual Services Offers and certifies it maintains a drug free work place.

A. GENERAL

The contract resulting from this RFP shall incorporate the following documents:

1. The signed Request for Proposal form;
2. The original RFP document;
3. Any Request for Proposal Addenda or Amendments, to include Questions and Answers;
4. The Contractor's Proposal;
5. Any Contract Amendments, in order of significance; and
6. The 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 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) RFP addenda or amendments with the latest dated amendment having the highest priority, 4) the original RFP, 5) the signed RFP form, 6) the contractor's proposal.

Any remaining uncertainty or ambiguity shall not be interpreted against either party because such party prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

Once proposals are opened they become the property of the NPRB, and will not be returned.

This RFP does not commit the NPRB to award a contract. The NPRB reserves the right to reject all proposals, and at its discretion, may withdraw or amend this RFP at any time. If, in the opinion of the NPRB, revisions or amendments will require substantive changes in proposals, the due date may be extended.

Once a contractor is chosen, the NPRB's selection will be posted on the internet at www.nprb.state.ne.us for at least thirty (30) days. The selection will also be stated in the minutes for the NPRB's October 21, 2005 public meeting. The NPRB will provide written notification of the NPRB's selection to each person or entity that submits a proposal.

B. PERMITS, REGULATIONS AND LAWS

The contractor shall procure any permits, licenses or 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 related to the performance of the contract.

C. OWNERSHIP OF INFORMATION AND DATA

The NPRB 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 be able to guarantee that it has the full legal right to the materials, supplies, equipment, and other items 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 software licenses, royalties and costs, and the NPRB must be held harmless from any such claims.

D. INDEPENDENT CONTRACTOR

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's employees and other persons engaged in work for the contractor under this agreement shall have no contractual relationship with the NPRB; they shall not be considered NPRB employees.

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 NPRB. The contractor will hold the NPRB 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 NPRB.

E. CONTRACTOR RESPONSIBILITY

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

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of involvement 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 NPRB.

F. CONTRACTOR PERSONNEL

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 this 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 NPRB. Replacement of key personnel, if approved by the NPRB, shall be with personnel of equal or greater ability and qualifications.

The NPRB 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 this 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 worked and duties to be performed by contractor's employees.

G. CONFLICT OF INTEREST

By submitting a proposal, bidder certifies that to the best of bidder's knowledge and belief, there does not now exist any relationship between the bidder and any person or entity which constitutes, or gives the appearance of, a conflict of interest related to this RFP or project.

The contractor 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.

H. PROPOSAL PREPARATION COSTS

The NPRB shall not incur any liability for any costs incurred by contractors in replying to this RFP, in the interviews, or in any other activity related to bidding on this RFP.

I. ERRORS AND OMISSIONS

Contractor agrees not to take advantage of any errors or omissions in this RFP or resulting contract. Contractor must promptly notify the NPRB of any errors or omissions discovered.

J. BEGINNING OF WORK

The contractor shall not commence any billable work until a valid contract has been fully executed by the NPRB and the successful contractor.

K. ASSIGNMENT BY THE NPRB

The rights of the NPRB under this contract shall be assignable to any other agency of the State of Nebraska with prior written notice to the contractor.

L. ASSIGNMENT BY THE CONTRACTOR

The contractor shall not assign or transfer any interest in the contract without the prior written consent of the NPRB.

M. DEVIATIONS FROM THE CONTRACT

The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP must be clearly defined by the contractor in its proposal and, if accepted by the NPRB, will become part of the contract. The NPRB discourages deviations and reserves the right to reject proposed deviations.

N. GOVERNING LAW

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the NPRB 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.

O. ATTORNEY'S FEES

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, including attorney's fees and costs, as set by the hearing officer or court if the NPRB is the prevailing party.

P. NOTIFICATION

After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the individual or his/her successor designated as the point of contact for this RFP, in person, or upon delivery by U.S. Mail or E-mail. **The contractor shall provide in its proposal the name, title and complete address of the contractor's designee to receive notices.**

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.

Q. EARLY TERMINATION

The contract may be terminated as follows:

1. The NPRB and contractor, by mutual written agreement, may terminate the contract at any time.
2. The NPRB, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor.

R. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The NPRB may terminate the contract, in whole or in part, in the event funding is no longer available. The NPRB will give the contractor written notice thirty (30) days prior to the effective date of any termination. All obligations of the NPRB to make payments after the termination date will cease. 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.

S. DEFAULT BY CONTRACTOR

The NPRB may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under this contract in a timely and proper manner. The NPRB 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 NPRB'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 NPRB's right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

T. PENALTY

In the event that the contractor fails to perform any substantial obligation under this contract, the NPRB may withhold all monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated.

U. FORCE MAJEURE

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 as soon as possible give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under the contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible.

V. PAYMENT

The NPRB hereby agrees, in consideration of the covenants and agreements specified to be kept and performed by the contractor, to pay to the contractor on a monthly basis a pro-rata share of the amount agreed upon by the Contractor and the NPRB. The final payment will be held until the terms and conditions of the contract and specifications have been fully completed and fulfilled on the part of the contractor to the satisfaction of the NPRB, including delivery of a satisfactory final report to the NPRB. Payment will be made by the NPRB in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. 81-2401 through 81-2408).

W. TAXES

The NPRB is not required to pay taxes of any kind and assumes no such liability as a result of this RFP or the resulting contract.

X. CHANGES IN SCOPE/CHANGE ORDERS

The NPRB 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 person designated as the NPRB's procurement contact.

As soon as possible, but no more than ten (10) work days (or another mutually agreed upon time period for large scope change orders) after receiving the written change order, the Contractor shall provide the NPRB's designee a written response that shall include a statement as to whether or not the change has an associated cost or schedule impact. If the change order has an associated cost or schedule impact, the statement shall include the price increase or credit, and any specific impact on the schedule.

Y. HOLD HARMLESS

The contractor agrees to hold the NPRB harmless for all loss or damage sustained by any person as a direct result of the negligent or willful acts by the contractor, its employees or agents in the performance of this agreement including all costs of defending any action.

Z. LIMITATION OF LIABILITY

The contractor agrees that there will be no limitation to contractor's liability under this contract.

AA. SEVERABILITY

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.

BB. PROPRIETARY INFORMATION

Data contained in the proposal and all documentation provided therein, become the property of the NPRB 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 bid. The separate package must be clearly marked PROPRIETARY INFORMATION on the outside of the package.** 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 NPRB is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

CC. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this proposal, the contractor 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 or entity; that the proposal is genuine and not collusive or sham; that there is no agreement or collusion that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement or communication with anyone to fix the proposal price of the bidder or any other bidder; and that the bidder has not, directly or indirectly, divulged his or her proposal price to any other prospective bidder.

DD. CONTRACTOR INDEMNIFICATION

The NPRB will not provide indemnity for the contractor.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

Pursuant to Neb. Rev. Stat. § 70-1003(6), enacted during the 1999-2000 legislative session, the NPRB is required to prepare and submit an annual report to Nebraska's Governor and Legislature which monitors the conditions in the electric industry that may indicate whether retail competition would be beneficial for Nebraska's citizens. The report is required to include information and updates on the topics listed in § 70-1003(6)(a) through (e). The NPRB is also directed to hold one or more annual public hearings concerning the conditions that may indicate that retail competition in the electric industry would benefit Nebraska's citizens, and what steps, if any, should be taken to prepare for retail competition in Nebraska's electricity market.

Under Neb. Rev. Stat. § 70-1003(8), the NPRB is authorized to establish working groups of interested parties to assist the NPRB in carrying out its monitoring and reporting duties. The NPRB has established two categories of working groups. One category of working group is referred to as a "Technical Group". There are five (5) Technical Groups. Each Technical Group is comprised of experts in a particular field made available by Nebraska's electric suppliers. There is one such Technical Group corresponding to each of the categories monitored pursuant to §70-1003(6) (a) through (e). The other category of working group is referred to as the "Review Group". The Review Group is comprised of environmental groups, electric industry-related organizations, public interest and citizen action groups, governmental entities, representatives of electric customer classes (such as residential, agricultural and industrial) and representatives of other groups of persons or entities representing a wide variety of groups interested in the electric industry. The Technical Groups meet throughout the year to discuss and prepare a section of the report corresponding to their category under § 70-1003(6) (a) through (e). A draft of the report is normally prepared by the Technical Groups on or before September 1. The Review Group is then provided the draft for review. In approximately mid-September the Review Group meets and is given a presentation by each of the Technical Groups. The Review Group discusses the draft, asks questions, offers suggestions, and can recommend amendments. Any suggestions made by the Review Group are considered for incorporation into the final report. The final version of the report is then submitted to the NPRB for release on or before October 1.

This RFP is issued for the purpose of retaining what is referred to as the "Coordinating Consultant". The successful contractor would be responsible for activities related to coordinating and organizing preparation of the annual report required by § 70-1003(5) to (8). These activities include, but are not necessarily limited to: organizing, coordinating, facilitating and attending meetings of the Technical Groups and Review Group; coordinating and assisting the Technical Groups in preparing each section of the report corresponding to the categories set out in § 70-1003(6); preparation of a Table of Contents, Introduction, Executive Summary, and a Glossary; considering changes to the draft report based on input from the Review Group; include a synopsis of public input, if any, provided during the annual public hearing required by § 70-1003(5), compiling the data into final report form, proofreading the final report prior to publication; submission of the final report to the NPRB staff, and assisting the Technical Groups and NPRB staff in preparing the report for publication.

B. PROJECT REQUIREMENTS

Excellent organizational and communication skills are essential. Contractor must also have excellent writing skills. A basic understanding of the electric industry is strongly preferred, but technical expertise or background in the electricity field is not necessarily required.

C. BUSINESS REQUIREMENTS

Contractor is responsible for having or obtaining software and data necessary to complete the report. Contractor will need to have the ability to communicate using E-mail and to provide the NPRB with an electronic copy of the final report using Microsoft Word. Contractor must be able to coordinate and attend meetings of the Technical and Review Groups in person, although conference calls for the Technical Groups are also acceptable. Contractor must be able to coordinate and participate in conference calls.

D. SCOPE OF WORK

Contractor will coordinate and prepare the annual report as required by Neb. Rev. Stat. § 70-1003(6) through (8). The report is required to include information concerning the status of each of the five factors listed below (set out in § 70-1003(6) (a) through (e)):

- 1) Whether or not a viable regional transmission organization and adequate transmission exist in Nebraska or in a region, which includes Nebraska.
- 2) Whether or not a viable wholesale electricity market exists in a region, which includes Nebraska;
- 3) To what extent retail rates have been unbundled in Nebraska;
- 4) A comparison of Nebraska's wholesale electricity prices to the prices in the region; and to be beneficial to the Governor, the Legislature and Nebraska's citizens when considering whether retail electric competition would be beneficial, such as an update on deregulation activities in other states or at the federal level.
- 5) Any other information the NPRB believes to be beneficial to the Governor, the Legislature and Nebraska's citizens when considering whether retail electric competition would be beneficial, such as, but not limited to, an update on deregulation activities in other states and an update on federal deregulation legislation.

In addition to the items described above, contractor will be responsible for preparing a Table of Contents, Introduction, Executive Summary, and a Glossary for the report. Contractor will prepare a brief synopsis of any public input provided during the annual public hearing, which will be included in the report. To the extent possible, the report should be prepared in a manner so that persons not familiar with the electric industry can easily understand the report.

Although the Review Group and five Technical Groups are already in place, Contractor is responsible for maintaining the list of active members of the working groups, and coordinating with the NPRB staff, appropriate electric industry officials, and other interested parties to assist the NPRB in designating replacements for members of the Technical Groups and Review Group that can no longer serve. The NPRB reserves the right to make all final decisions on membership in the Review and Technical Groups.

Each Technical Group is comprised of technical experts from Nebraska's electric industry that collect and analyze data on each of the topics required to be included in the annual report by § 70-1003(6) and (7). Each Technical Group has a chairperson. In close cooperation with the chairperson of each Technical Group, Contractor will compile, analyze, and prepare the data necessary for the annual report. It is anticipated that the Contractor will schedule occasional meetings of the Technical Groups throughout the year, as necessary to keep abreast of activities in the areas set out in § 70-1003(5) through (8). Contractor will be expected to ensure

the meetings and collection of data proceed forward in an orderly fashion and steady pace. It is expected that the workload would be the greatest in the last few months preceding the issuance of the annual report. Contractor must be able to attend meetings in Lincoln, Nebraska, or nearby areas of the State, where the NPRB would expect most of the Technical and Review Group meetings to take place. However, the Contractor and Technical Groups are free to arrange meeting locations wherever it is convenient for their attendance.

Contractor would be expected to perform very little or no independent research on any of the five topics set out in § 70-1003(6) (set out above). Contractor would instead be responsible for utilizing the research data provided by Nebraska's electric industry experts and other parties in order to complete the report.

The NPRB may ask the Contractor to prepare a brief written progress or status report outlining the activities taken during the preceding month related to preparation of the report, including the hours worked on the project attributable to each category listed in § 70-1003(5) through (7). The NPRB may also ask the Contractor to attend one or more of its public meetings to update the NPRB on progress toward preparation of the annual report, or to discuss any problems that arise. Absent the need to address specific problems, it is anticipated that such requests to attend meetings would be rare.

Contractor, in consultation with the Technical Groups and Review Group, would recommend if and when interim reports should be issued to inform the Governor and Legislature of significant changes in the electric industry that occur in the interim between submission of annual reports, as permitted under § 70-1003(5) through (8). Preparation of any such interim reports are not included as part of this RFP or the resulting contract. In the event the NPRB determines an interim report is necessary, the NPRB and Contractor would negotiate a separate compensation amount for preparation of the interim report, or the NPRB could retain a separate consultant for the interim report. It is anticipated that the need for such interim reports would be rare.

After a draft of the annual report is presented to the NPRB Executive Director, the NPRB will hold a public hearing prior to issuing the final report. Contractor would review any public comments, attend the public hearing, and meet with the applicable Technical Groups to determine whether amendments to the annual report are warranted as a result of any new information provided through the public comment process.

The Contractor will be expected to work closely with and report to the NPRB's executive director.

The NPRB will pay all printing and distribution costs associated with the annual report.

An example of the 2004 Conditions Certain report can be viewed on the NPRB's website homepage at www.nprb.state.ne.us. Click on the "LB 901 'Conditions Certain' Final Report (2004)".

E. PROJECT PLANNING AND MANAGEMENT

The NPRB will retain ultimate control over all matters pertaining to the report, including the membership of the review and technical groups, and the format and content of the report. Contractor will have considerable flexibility and control over the process used to organize the meetings, collect the necessary data, and prepare the report.

F. PROVIDE POST IMPLEMENTATION SUPPORT

Contractor will assist the NPRB staff in answering any questions posed by the Governor, Legislature, or public regarding the process used to prepare the report. Contractor will work with the NPRB to answer any pertinent questions or requests for information submitted to the NPRB by authorized officials, such as the State Auditor's office.

G. TERM OF CONTRACT

The contract awarded pursuant to this RFP will be for a term of eleven (11) months, beginning on November 1, 2005 and ending September 30, 2006. By mutual written agreement, the Contractor and the NPRB may renew the contract for additional annual one year (twelve month) terms no more than four (4) times, so that Contractor would be able to serve as the Coordinating Consultant for a total of five of five (5) years before a new RFP must be issued. It is expected that the term of each renewal period would run from October 1 of that year, through September 30 of the following year. The term of Contractor's compensation will be renegotiated for each additional one-year term.

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 Section V clearly in their proposals. Failure to respond to a specific requirement may be the basis for elimination from consideration during the NPRB's comparative evaluation. Proposals are due by the date and time shown in the Schedule of Events in Section I.

A. TECHNICAL PROPOSAL

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

1. The SIGNED "State of Nebraska Request for Proposal for Contractual Services" form;
2. Executive Summary; and
3. Corporate Overview

1. REQUEST FOR PROPOSAL FORM

By signing the "Request For Proposal For Contractual Services" form, the Contractor guarantees compliance with the provisions stated in this RFP, agrees to the Standard Conditions and Terms of Contractual Services Offers.

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 a contract award.

2. EXECUTIVE SUMMARY

Bidders must give a brief synopsis of their understanding of the project, the objectives and intended results of the project, and the scope of work. Bidders shall state why they believe they are best qualified to perform the work required herein.

3. 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 the individual's full name if not acting as a company or corporation, address of the company's headquarters or individual's primary workplace (can be his or her residence), the entity's form of organization (corporation, partnership, proprietorship) and state in which the contractor is incorporated or otherwise organized to do business (if applicable), and year in which the contractor first organized to do business.

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.

b. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default or non-performance, or any other reason for which termination occurred before completion of all obligations under the initial contract provisions, during the past five (5) years, a description of all such terminations must be included, along with the name, address and telephone number of the other contracting party. If no such termination has been experienced in the past five (5) years, so declare.

c. SUMMARY OF CONTRACTOR'S CORPORATE EXPERIENCE

The bidder will provide a summary listing of up to three of bidder's previous projects similar to this RFP, if any. Bidders should provide brief narrative descriptions to highlight the similarities between their experience and this RFP. These descriptions should include information such as:

- 1) the time period of the project;
- 2) the scheduled and actual completion dates;
- 3) the contractor's responsibilities;
- 4) for reference purposes, a customer name (including the name of a contact person, a current telephone number, and if possible, a facsimile number and E-mail address); and
- 5) whether contractor was the prime contractor or a subcontractor.

d. SUMMARY OF BIDDER'S PROPOSED APPROACH

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

If bidder is a company or firm, the bidder must identify the specific professionals who will work on the NPRB's project if their company is awarded the contract.

The bidder shall provide a resume for all key personnel proposed by the bidder to work on the project. Resumes must not be longer than three (3) pages.

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

- i. name, address and telephone number of the subcontractor(s); and
- ii. specific tasks for each subcontractor.

B. COST PROPOSAL REQUIREMENTS

1. PRICING SUMMARY

This summary shall present the total fixed price to perform all of the requirements of the RFP.

THE TOTAL BID SHALL NOT EXCEED FORTY THOUSAND (\$40,000) DOLLARS.

C. PAYMENT SCHEDULE

The bid amount will be paid on a pro-rata monthly basis over the eleven (11) month contract term. Each month's payment will be paid one month in arrears, after the services have been performed for the preceding month. Thus, payment will be paid on a monthly basis for the preceding calendar month. Payment for the final month of the contract period will be provided to the contractor after the NPRB has accepted the annual report. If the report is determined to be unacceptable, the NPRB will provide written documentation of the reasons. **Bidder must confirm that these payment terms are acceptable.**

D. ALTERNATIVE TERMS AND CONDITIONS

The NPRB, at its sole discretion, may entertain alternative terms and conditions which deviate from the RFP requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interests of the State of Nebraska. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the NPRB are deemed to be rejected.

ATTACHMENT 1

70-1003. Nebraska Power Review Board; establishment; composition; appointment; term; vacancy; qualifications; compensation; jurisdiction; officers; executive director; staff; report.

(1) There is hereby established an independent board known as the Nebraska Power Review Board to consist of five members, one of whom shall be an engineer, one an attorney, one an accountant, and two laypersons. No person who is or who has within four years preceding his or her appointment been either a director, officer, or employee of any electric utility or an elective state officer shall be eligible for membership on the board. Members of the board shall be appointed by the Governor subject to approval of the Legislature. Members of the board first appointed shall be appointed within thirty days of May 16, 1963. Of the members initially appointed, two shall serve until January 1, 1965, two until January 1, 1966, and one until January 1, 1967. Upon expiration of such terms, the successors shall be appointed for terms of four years. No member of the board shall serve more than two consecutive terms. Any vacancy on the board arising other than from expiration of a term shall be filled by appointment for the unexpired portion of the term, and any person appointed to fill a vacancy on the board shall be eligible for reappointment for two more consecutive terms. No more than three members of the board shall be registered members of that political party represented by the Governor. Each member of the board shall receive sixty dollars per day for each day actually and necessarily engaged in the performance of his or her duties, but not to exceed six thousand dollars in any one year, and shall be reimbursed for his or her actual and necessary expenses while so engaged as provided in sections 81-1174 to 81-1177. The board shall have jurisdiction as provided in Chapter 70, article 10.

(2) the board shall meet promptly after its members have been appointed. They shall elect from their members a chairperson and vice-chairperson. Decisions of the board shall require the approval of a majority of the members of the board.

(3) The board shall employ an executive director and may employ such other staff necessary to carry out the duties pursuant to Chapter 70, article 10. The executive director shall serve at the pleasure of the board and shall be solely responsible to the board. The executive director shall be responsible for the administrative operations of the board and shall perform such other duties as may be delegated or assigned to him or her by the board. The board may obtain the services of experts and consultants necessary to carry out the board's duties pursuant to Chapter 70, article 10.

(4) The board shall publish and submit a biennial report with annual data to the Governor, with copies to be filed with the Clerk of the Legislature and with the State Energy Office. The State Energy Office shall consider the information in the Nebraska Power Review Board's report when the State Energy Office prepares its own reports pursuant to sections 81-1606 and 81-1607. The report of the board shall include:

- (a) The assessments for the fiscal year imposed
- (b) The gross income totals for each category of the industry and the industry total;
- (c) The number of suppliers against whom the assessment is levied, by category and in total;
- (d) The projected dollar costs of generation, transmission, and microwave applications, approved and denied;
- (e) The actual dollar costs of approved applications upon completion, and a summary of an informational hearing concerning any significant divergence between the projected and actual costs;
- (f) A description of Nebraska's current electric system and information on additions to and retirements from the system during the fiscal year, including microwave facilities;

(g) A statistical summary of board activities and an expenditure summary;
(h) A roster of power suppliers in Nebraska and the assessment each paid; and
(i) Appropriately detailed historical and projected electric supply and demand statistics, including information on the total generating capacity owned by Nebraska suppliers and the total peak load demand of the previous year, along with an indication of how the industry will respond to the projected situation.

(5) The board shall annually hold one or more public hearings concerning the conditions that may indicate that retail competition in the electric industry would benefit Nebraska's citizens and what steps, if any, should be taken to prepare for retail competition in Nebraska's electricity market.

(6) The board shall submit an annual report to the Governor with copies to be filed with the Clerk of the Legislature and the Natural Resources Committee of the Legislature. The report shall include:

(a) Whether or not a viable regional transmission organization and adequate transmission exist in Nebraska or in a region which includes Nebraska;

(b) Whether or not a viable wholesale electricity market exists in a region which includes Nebraska;

(c) To what extent retail rates have been unbundled in Nebraska;

(d) A comparison of Nebraska's wholesale electricity prices to the prices in the region; and

(e) Any other information the board believes to be beneficial to the Governor, the Legislature, and Nebraska's citizens when considering whether retail electric competition would be beneficial, such as, but not limited to, an update on deregulation activities in other states and an update on federal deregulation legislation.

(7) The board may submit periodic reports on the information set out in subsection (6) of this section if the board determines that significant changes to those conditions have occurred of which the Governor and the Legislature should be apprised prior to the submission of the next annual report.

(8) The board is authorized to establish working groups of interested parties to assist the board in carrying out the duties set forth in subsections (5) and (6) of this section.

Source: Laws 1963, c. 397, § 3, p. 1260; Laws 1971, LB 554, § 1; Laws 1978, LB 800, § 1; Laws 1980, LB 863, § 1; Laws 1981, LB 204, § 107; Laws 1981, LB 181, § 46; Laws 2000, LB 901, § 8.