

Montana-Dakota Utilities Co.
Request for Proposal - Capacity and Energy Supply

Montana-Dakota Utilities Co.

**Request for Proposal for
Capacity and Energy Supply**

May 1, 2020

Montana-Dakota Utilities Co.
Request for Proposal - Capacity and Energy Supply

Table of Contents

1. INTRODUCTION 3
1.1. Purpose..... 3
1.2. Product Description and Requirements 3
1.3. Changes to RFP, Schedules, and Addenda 4

2. BID SUBMITTAL..... 4
2.1. General Instructions 4
2.2. Respondent’s Qualifications 5
2.3. Schedule 5
2.4. Bidder’s Conference 5
2.5. Notice of Intent to Bid (“NOIB”) 5
2.6. Proposal Content and Submission Instructions..... 5
2.7. Confidentiality 6
2.8. Requirements of the Proposals..... 6

3. EVALUATION PROCESS 7
3.1. Proposal Review 7
3.2. Proposal Threshold Requirements 8
3.3. Screening Process 9

4. CONTRACTS AND REGULATORY APPROVAL..... 10
4.1. General 10
4.2. Contract Modifications 10
4.3. Definitive Agreement..... 10
4.4. Regulatory Approval Process 10
4.5. Collusion 10

Exhibit A – Forecasted Demand and Energy 2017-2023
Exhibit B – Wygen III Monthly Energy and Capacity (Montana-Dakota Share) 2011-2013
Exhibit C – Monthly Sheridan Customer Energy and Demand 2011-2013
Exhibit D – Form of Notice of Intent to Bid
Exhibit E – Form of Confidentiality Agreement

1. INTRODUCTION

1.1. Purpose

Montana-Dakota Utilities Co. (“Montana-Dakota”), is seeking proposals for power supply arrangements up to 74 megawatts (“MW”) of capacity, energy, and ancillary services (“Proposals” or “Bids”) for Montana-Dakota’s Sheridan, Wyoming system for a period of at least five years beginning January 1, 2024 and ending December 31, 2028. Persons or entities responding to this Request for Proposal (“RFP”) are referred to as “Respondents.”

1.2. Product Description and Requirements

Montana-Dakota owns a 25% interest in the Wygen III coal-fired generating station located near Gillette, WY (WYgen III) which is a nominal 100 MW net generating resource. Montana-Dakota is seeking Proposals for a supply of capacity, energy, replacement energy, and ancillary services of up to 74 MW for a term of at least five years to complement and firm its ownership interest in Wygen III to service its Sheridan system.

All capacity, energy, replacement energy, and ancillary services offered in a Proposal must be deliverable to Montana-Dakota’s Sheridan system in order to serve Montana-Dakota retail load customers. Bid pricing should reflect the capacity, energy, replacement energy, and ancillary services needed to firm and supply all of Montana-Dakota’s Sheridan customers above the capacity and energy provided by Montana-Dakota’s ownership interest in Wygen III.

Replacement energy services include energy during periods of time that Montana-Dakota’s output share from Wygen III is reduced by forced outage, scheduled outage, or unit derate.

Ancillary services required by Montana-Dakota are contemplated to include among others:

1. Generation scheduling of Montana-Dakota’s ownership share of Wygen III (daily, hourly)
2. Scheduling and firming services for Montana-Dakota’s customer load. Montana-Dakota’s Sheridan system load is currently contained within the WACM balancing authority.
3. Firming services of intermittent customer distributed energy resources or FERC Qualified Facilities connected to Montana-Dakota’s Sheridan system
4. Management of Montana-Dakota’s network transmission service agreement with PacifiCorp
5. Management of pseudo point agreement with Black Hills/Basin Electric transmission for the Sheridan REC load served off Montana-Dakota’s Sheridan, WY system
6. Required reserves and reserve sharing

A forecast of Montana-Dakota’s demand and energy requirements for 2024-2028 is included in Exhibit A.

Montana-Dakota Utilities Co.
Request for Proposal - Capacity and Energy Supply

For reference purposes the actual monthly energy and capacity from Montana-Dakota's ownership share in Wygen III for 2017 – 2019 is contained in Exhibit B, and the actual monthly customer energy and demand for Montana-Dakota's Sheridan system for 2017-2019 is included in Exhibit C.

Montana-Dakota will consider all Proposals that meet the aforementioned requirements. Montana-Dakota will evaluate the reliability, cost, and customer rate impacts of all Proposals.

Power Purchase Agreements ("PPA") of a term shorter than five years will be considered in this RFP. Preference will be given to Proposals with a term of at least five years.

Montana-Dakota reserves the right to require additional information not identified in this RFP in order to fully evaluate the costs and impacts of any Proposal.

1.3. Changes to RFP, Schedules, and Addenda

Montana-Dakota reserves the right to unilaterally revise or suspend the schedule, or terminate this RFP process at its sole discretion without liability to any Respondent.

2. BID SUBMITTAL

2.1. General Instructions

Montana-Dakota's Official Contact for this RFP is:

Mr. Brian Giggee
Montana-Dakota Utilities Co.
400 North 4th Street
Bismarck, ND 58501
701-222-7907 Office
E-mail: brian.giggee@mdu.com

Respondents should meet all the terms and conditions of the RFP to be eligible to participate in the RFP process. Respondents should follow all instructions contained in the RFP and submit all relevant documents. It is the Respondent's responsibility to advise the Official Contact of any conflicting requirements, omissions of information, or the need for clarification before Proposals are due. Respondents should clearly organize and identify all information submitted in their Proposals to facilitate review and evaluation. **Failure to provide all the information requested in the RFP process or failure to demonstrate that the Proposal satisfies all of the Montana-Dakota requirements may be grounds for disqualification.** Prior to the short-listing of Proposals, all correspondence and communications from the Respondent to Montana-Dakota must be made in writing through the Official Contact.

2.2. Respondent's Qualifications

Montana-Dakota will consider Proposals from any qualified Respondent, including electric utilities (e.g., investor-owned, municipal, cooperative, or tribal), independent power producers, and marketers, who are capable of meeting the requirements of the RFP.

2.3. Schedule

The following schedule and deadlines apply to this RFP:

ACTIVITY	DATE*
Issue RFP	May 1, 2020
Notice of Intent to Bid Due	May 15, 2020
RFP Responses Due	June 19, 2020
Shortlist Notification	July 2, 2020
Selection Process Complete	July 24, 2020

* Dates may be advanced or delayed at Montana-Dakota's sole discretion.

2.4. Bidder's Conference

Montana-Dakota does not plan to hold a Bidder's Conference for this RFP. Questions regarding this RFP should be sent directly to the Company's Official Contact.

2.5. Notice of Intent to Bid ("NOIB")

In order to identify persons or entities interested in submitting a Proposal, and to assure that all those having such an interest receive any subsequent information distributed in the RFP process, interested parties are requested to submit via e-mail, a non-binding NOIB on or before 5:00 P.M. CST on May 15, 2020. The form for the NOIB is included in Exhibit D to this RFP.

2.6. Proposal Content and Submission Instructions

2.6.1 In addition to the information described elsewhere in this RFP, all Respondents must include as part of their Proposal all relevant information requested in the Response Package. Proposals that do not contain all required information or do not fully reflect the bid requirements may not be considered at Montana-Dakota's sole discretion. In addition to the required information, Respondents should include with their Proposals any other information that may be needed for a thorough understanding or evaluation of their Proposals.

2.6.2 Complete Proposals, including all exhibits, must be received on or before 5:00 p.m. CST on June 19, 2020 by Montana-Dakota's Official Contact. Respondents shall submit at least one electronic copy and or hard copy of the original Proposal to the official company contact. **Montana-Dakota will not accept late Proposals.** Any Proposals received after the scheduled date and time will be disqualified and a notice will be sent to the Respondent.

Montana-Dakota Utilities Co.
Request for Proposal - Capacity and Energy Supply

- 2.6.3 All Proposal terms, conditions, and pricing should be valid through the completion of the selection process, currently planned for the close of business (5:00 p.m. CDT) on July 24, 2020. Any accepted Proposal will become binding in accordance with the executed definitive agreement (see Section 4.3), including through the Regulatory Approval Process described in Section 4.4.
- 2.6.4 Respondents will be notified by July 2, 2020 if their bid has been selected for the short-list and further negotiation. This date may be advanced or delayed at Montana-Dakota's sole discretion. Respondents will be notified if the date is changed. Respondents with Proposals not selected for the short-list will be notified. None of the material received by Montana-Dakota from Respondents in response to this RFP will be returned. All Proposals and exhibits will become the property of Montana-Dakota, subject to the confidentiality provisions of Section 2.8.
- 2.6.5 Prices and dollar figures must be stated in U.S. Dollars.

2.7. Confidentiality

With each Respondent's Proposal, Montana-Dakota will require all parties to sign the Confidentiality Agreement, contained in Exhibit E to this RFP. Montana-Dakota will sign and execute the Confidentiality Agreement upon receipt from each Respondent. Montana-Dakota will use commercially reasonable efforts, in a manner consistent with the Confidentiality Agreement, to protect any claimed proprietary and confidential information contained in a Proposal, provided that such information is clearly identified by the Respondent as "PROPRIETARY AND CONFIDENTIAL" on the page on which proprietary and confidential material appears. Montana-Dakota, in its RFP selection process, may be required to share certain information from Respondent's Proposal with the Wyoming Public Service Commission ("WY PSC") and will request confidential protection of such information prior to its release.

2.8. Requirements of the Proposals

- 2.8.1 Proposals should be provided in the format outlined in Section 2.8. Montana-Dakota requests that all exhibits, documents, schedules, etc. submitted as a part of a Proposal be clearly labeled and organized in a fashion that facilitates easy location and review.
- 2.8.2 All Proposals must conform, as applicable, to the requirements within this RFP.
- 2.8.3 Proposals must be for the supply of capacity, energy, replacement energy, and necessary ancillary services to service Montana-Dakota's Sheridan system load in conjunction with the Company's ownership interest in Wygen III. The Proposals must identify the resource(s) and location(s) supplying the capacity and energy provided to Montana-Dakota's Sheridan system customers.
- 2.8.4 A Respondent may submit more than one Proposal.

Montana-Dakota Utilities Co.
Request for Proposal - Capacity and Energy Supply

- 2.8.5 The pricing, as set forth in the Proposal shall reflect all present applicable state and federal environmental regulations and requirements. Montana-Dakota reserves the right to estimate the impacts of future environmental regulations on the Respondent's proposal. Montana-Dakota will not be responsible for any "stranded costs" that the Respondent may incur, but are not identified in the proposal. Any exit fees must be explicitly stated in the Respondent's proposal.
- 2.8.6 Montana-Dakota has a network transmission service agreement with PacifiCorp to provide delivery of capacity and energy to its Sheridan system customers. Transmission arrangements outside of PacifiCorp system would need to be provided by the Respondent with the appropriate pricing included in its Proposal pricing.
- 2.8.7 Respondents are advised that prior to Montana-Dakota signing a power purchase agreement, the Respondent will be required to provide evidence of credit assurance to fulfill any obligations under this RFP. Montana-Dakota will approve all forms of credit assurance before entering into the agreement.
- 2.8.8 Montana-Dakota will entertain Proposals which contain the provision for an asset sale or option for an asset sale from the Respondent to Montana-Dakota as part of the Respondent's bid.

3. EVALUATION PROCESS

3.1. Proposal Review

- 3.1.1. Respondents are advised that price will be a major factor in Montana-Dakota's evaluation, with due consideration given to operational performance, reliability, deliverability, credit, environmental impacts, contract considerations and other criteria. Respondents shall include sufficient detail to evaluate all costs associated with the Proposal(s) and services provided. Proposals also will be compared and evaluated in terms of other non-price characteristics; therefore, the lowest price submittal may not necessarily be selected. The evaluation of Proposals will be based on the information provided by the Respondent and available industry information, with special emphasis on Montana-Dakota being able to provide reliable service and maximize the economic value to its customers. Montana-Dakota will evaluate all Proposals in terms of price and non-price attributes and may reject any Proposal that, in Montana-Dakota's sole discretion:
- a) Does not meet the minimum requirements set forth in the RFP;
 - b) Is not economically competitive with other Proposals; or

Montana-Dakota Utilities Co.
Request for Proposal - Capacity and Energy Supply

- c) Is submitted by Respondents who are determined by Montana-Dakota to have insufficient creditworthiness, insufficient financial resources and/or insufficient technical qualifications to provide dependable or reliable service.
- 3.1.2. Montana-Dakota will evaluate responsive Proposals and select for further review and negotiation a Proposal or Proposals, if any, that Montana-Dakota believes provides the greatest value to its customers. In the event negotiations with a Respondent or Respondents do not produce a final and fully executed contract satisfactory to Montana-Dakota, Montana-Dakota reserves the right to pursue any and all other options available to it.
- 3.1.3. Montana-Dakota reserves the right to accept or reject any or all Proposals for any reason at any time after submittal without explanation to the Respondent, or to make an award at any time to a Respondent who, in the sole opinion and discretion of Montana-Dakota, provides a Proposal Montana-Dakota deems favorable. Montana-Dakota also reserves the right to make an award to other than the lowest price Respondent, if Montana-Dakota determines that to do so would result in the greatest value to its customers.
- 3.1.4. Those Respondents who submit Proposals do so without legal recourse against Montana-Dakota or its directors, management, employees, agents or contractors based on Montana-Dakota's rejection, in whole or in part, of their Proposal or for failure to execute any agreement tendered by Montana-Dakota. Montana-Dakota shall not be liable to any Respondent or to any other party, in law or equity, for any reason whatsoever relating to Montana-Dakota's acts or omissions arising out of or in connection with the RFP.
- 3.1.5. Selection and elimination of any or all Proposals and subsequent notification of Respondents at all stages of the evaluation will remain entirely at Montana-Dakota's sole and absolute discretion.
- 3.1.6. Montana-Dakota reserves the right to award multiple contracts if combinations of proposals provide the lowest overall cost and the highest level of reliability.

3.2. Proposal Threshold Requirements

The Respondent should provide complete and accurate information to ensure that its Proposal satisfies the threshold requirements listed below (collectively the "Threshold Requirements"). Montana-Dakota, at its sole discretion, may reject a Proposal for further consideration if the Proposal fails to meet the Threshold Requirements or provides incomplete and/or inaccurate responses. Montana-Dakota may seek clarification and/or remedy of a Respondent's Proposal.

3.2.1. General Threshold Requirements

- a. The Proposal is received on time and complies with the submission instructions.

Montana-Dakota Utilities Co.
Request for Proposal - Capacity and Energy Supply

- b. The Proposal is bona fide, and the Respondent (or its guarantor) has sufficient financial capacity to support the Proposal.
- c. Complete and accurate answers are provided to all questions in the RFP.
- d. PPA's of a term shorter than five years will be considered in this RFP. Preference will be given to Proposals with a term of five years or longer.
- e. Deliverability to Montana-Dakota's Sheridan service territory.

3.3. Screening Process

On or before July 2, 2020, Montana-Dakota intends to select Proposals that will be included on a short-list. This date may be advanced or delayed at Montana-Dakota's sole discretion. Through the short-listing process, those Proposals that are inferior to other Proposals in terms of overall cost and level of reliability, in Montana-Dakota's sole discretion, will be eliminated from further consideration. Montana-Dakota will notify all short-listed Respondents that they have been included on the short-list. Similarly, Montana-Dakota intends to notify Respondents of those Proposals that are eliminated from further consideration within a reasonable amount of time.

Montana-Dakota plans to analyze the short-listed Proposals in detail by assessing their impact on customer electric service rates, comparing their costs to those of other resource alternatives, and examining their compatibility with Montana-Dakota's resource needs.

Montana-Dakota may elect to schedule meetings or conference calls with each short-listed Respondent to review and clarify its Proposal. After the selection of the short-listed Proposals, Montana-Dakota will begin contract negotiations with such Respondent(s).

Montana-Dakota may select a final Respondent(s) based on the detailed evaluation of the short-listed Proposals. This selection will not automatically be based on the lowest price alternatives available amongst the Proposals. The price and non-price attributes described in part in this RFP solicitation document will be considered in their totality for each Proposal. Montana-Dakota will use its sole discretion, judgment and analyses in making the final selection(s) in the RFP process. Montana-Dakota's objective is to select resources that have the potential to offer the maximum reliability and value, based on cost and non-cost attributes.

4. CONTRACTS AND REGULATORY APPROVAL

4.1. General

The Respondent(s) whose Proposal is selected, if any, will be responsible for acquiring and verifying that they are in compliance with all necessary licenses, permits, certifications, reporting requirements and approvals required by federal, state and local government laws, regulations and policies. In addition, the Respondent shall fully support the regulatory approval process associated with any power supply arrangement or potential acquisition.

Montana-Dakota Utilities Co.
Request for Proposal - Capacity and Energy Supply

The Respondent shall be liable for all, and Montana-Dakota shall not be responsible for any, of the costs that the Respondent incurs to prepare, submit, and negotiate its Proposal, subsequent contract, and any related activity including governmental approvals.

4.2. Contract Agreement

Form of contract agreement is negotiable and Montana-Dakota is open to using a Respondent supplied agreement for the transaction. Montana-Dakota reserves the right to utilize a specific contract format, based on its sole discretion, for power purchase agreements under this RFP.

4.3. Definitive Agreement

As soon as practicable after Montana-Dakota completes negotiations, Montana-Dakota expects the selected Respondent(s) to execute a definitive agreement. Failure of the Respondent(s) to promptly execute a definitive written agreement after notification of an award will result in rejection of the Proposal.

4.4. Regulatory Approval Process

At Montana-Dakota's sole discretion, any final negotiated contract may be conditioned upon regulatory actions and approvals by regulatory authorities. All consents and approvals of governmental authorities required for the consummation of the contemplated transactions shall have terms and conditions acceptable to Montana-Dakota.

4.5. Collusion

By submitting a Proposal to Montana-Dakota in response to this RFP, the Respondent certifies that the Respondent has not divulged, discussed or compared its Proposal with any other Respondents and has not colluded whatsoever with any other Respondents with respect to this Proposals.

Montana-Dakota Utilities Co.
Request for Proposal - Capacity and Energy Supply

Exhibit A – Forecasted Demand and Energy 2024-2028

Year	MWh	Summer Peak	Winter Peak
2024	309,928	68.2	58.1
2025	311,969	69.0	58.3
2026	313,934	69.9	58.5
2027	315,800	70.8	58.6
2028	317,561	71.7	58.7

Montana-Dakota Utilities Co.
Request for Proposal - Capacity and Energy Supply

**Exhibit B – Wygen III Monthly Energy and Capacity (Montana-Dakota Share)
2017-2019**

Energy	2017	2018	2019
	MWh	MWh	MWh
January	19,109	18,941	19,075
February	12,464	17,135	17,209
March	18,964	19,007	19,014
April	13,142	17,273	16,496
May	17,979	11,736	5,984
June	17,521	17,366	8,786
July	18,630	18,199	18,518
August	15,942	18,350	15,378
September	17,709	15,097	12,050
October	15,836	18,543	18,638
November	12,935	18,524	18,442
December	9,753	18,109	18,664

Capacity	2017	2018	2019
	MW	MW	MW
January	26	26	26
February	26	26	25
March	26	25	26
April	26	26	26
May	26	26	26
June	26	26	25
July	25	25	25
August	25	25	25
September	26	25	26
October	25	26	26
November	25	26	26
December	26	26	26

Montana-Dakota Utilities Co.
Request for Proposal - Capacity and Energy Supply

Exhibit C – Monthly Sheridan Customer Energy and Demand 2017-2019

Energy	2017	2018	2019
	MWh	MWh	MWh
January	31,816	29,300	28,328
February	25,044	28,135	29,333
March	23,973	25,489	26,948
April	21,181	22,379	21,490
May	20,581	20,519	21,487
June	21,659	20,881	20,506
July	28,635	26,656	25,244
August	24,015	24,243	25,252
September	21,203	20,505	20,723
October	21,740	22,473	24,011
November	24,517	25,052	26,036
December	28,828	28,024	28,284

Demand	2017	2018	2019
	MW	MW	MW
January	59.5	26.3	52.8
February	55.6	55.2	59.7
March	45.1	49.1	57.8
April	40.0	47.0	40.4
May	39.9	40.7	39.6
June	52.7	53.5	49.2
July	62.0	65.3	59.0
August	58.1	62.0	58.7
September	25.5	45.7	56.7
October	42.6	41.8	51.5
November	47.7	45.6	50.1
December	55.3	53.4	49.0

Exhibit D – Form of Notice of Intent to Bid

Date: _____

Our organization intends to submit a proposal in response to the Montana-Dakota Utilities Co. Request for Proposals for Capacity and Energy Supply.

Contact Name: _____

Name of Firm: _____

Address: _____

Phone: _____

E-mail: _____

Alternate Contact: _____

Address: _____

Phone: _____

E-mail: _____

Project Description: _____

Signature: _____

Exhibit E – Form of Confidentiality Agreement

MUTUAL CONFIDENTIALITY AGREEMENT

Montana-Dakota Utilities Co., having its principal place of business at 400 North 4th Street, Bismarck, ND 58501 ("Montana-Dakota") and _____, having its principal place of business at _____ ("Respondent"), are discussing details related to the Respondent's reply to a Request for Proposal ("RFP") that Montana-Dakota has issued regarding the purchases of capacity and energy dated May 1, 2020. In the course of the discussions about the RFP each party may disclose certain confidential or proprietary information ("Proprietary Information") to the other party.

For purposes of this Mutual Confidentiality Agreement, Proprietary Information shall mean all information, technical data or know-how, whether written, oral, visual, electronic or in any other form (which may include, without limitation, strategic project development plans, financial information, business plans and records, and project information and records,) disclosed, acquired, or generated as a result of or in connection with the RFP process. Proprietary Information shall also include this Mutual Confidentiality Agreement and the terms and conditions set forth herein.

A. In consideration of Montana-Dakota and Respondent agreeing to supply each other Proprietary Information relating to the RFP process and in consideration of both parties entering into the exchange of information and/or discussions relating to the RFP process, Montana-Dakota and Respondent each agree that it, its corporate affiliates, and each of their respective directors, officers, employees, lenders, and professional advisors (each individually "Representatives"):

1. Will keep secret and confidential the Proprietary Information supplied to the other party and any discussions and negotiations about the RFP process except as herein provided and in a manner no less restrictive than the manner that the receiving party protects its own confidential information;
2. Will use the Proprietary Information only for the purpose of participating in, evaluating and negotiating the RFP process;
3. Will disclose the Proprietary Information only to its Representatives who need to know the Proprietary Information for the purpose of participating in, evaluating and negotiating the RFP process;
4. Will not, whether or not the Parties enter into definitive agreements, disclose to any third party (other than its Representatives or the Wyoming Public Service Commission, which Montana-Dakota may

Montana-Dakota Utilities Co.
Request for Proposal - Capacity and Energy Supply

be requested to provide such Proprietary Information as part of the RFP process after requesting confidentiality protection) any of the Proprietary Information, other than the Proprietary Information which is in, or independently comes into, the public domain;

5. Will not, engage in any transactions of any kind or description whatsoever with regard to or using the Proprietary Information during the term of this Agreement without the written consent of the other party;
 6. Will, if requested in writing, promptly destroy or return any of the Proprietary Information provided without keeping any copies, except portion of the Proprietary Information that is found in analyses, compilations, studies or other documents prepared by Montana-Dakota and its employees, representatives, consultants and counsel may be held by Montana-Dakota and kept subject to the terms of this Agreement, or destroyed; and
 7. Will promptly notify the other party if any of the Proprietary Information conveyed to it is required to be disclosed by reason of law or legal process and will cooperate with the other party regarding any action which the other party (at the other party's sole cost and expense) may elect to take to challenge the legality or validity of such requirement.
- B. Montana-Dakota and Respondent also acknowledge and agree:
1. Proprietary Information which is provided will not be considered to be Proprietary information if that information is (i) in the other party's possession prior to disclosure, (ii) is in the public domain prior to disclosure, or (iii) lawfully enters the public domain through no violation of this Mutual Confidentiality Agreement.
 2. No agreement for a power purchase agreement or other transaction shall be deemed to exist unless and until a Definitive Transaction Agreement has been executed and delivered by the parties. The term "Definitive Transaction Agreement" does not include this Mutual Confidentiality Agreement, a letter of interest or any other preliminary written agreement, nor does it include any verbal agreement;
 3. Neither party makes any representation or warranty regarding the completeness or accuracy of any information provided to the other; any and all such representations and warranties shall be made in a written, executed agreement and will then be subject to the provisions thereof;

Montana-Dakota Utilities Co.
Request for Proposal - Capacity and Energy Supply

4. Money damages would not be a sufficient remedy for a breach of this Mutual Confidentiality Agreement and the injured party is entitled to specific performance and injunctive or other equitable relief and remedies for any breach; such remedies shall not be the exclusive remedies but shall be in addition to all other remedies available at law or in equity;
5. Neither party will make any announcement of the status of the Respondent's reply to the RFP or of any negotiations with respect to a possible power purchase agreement without the prior written consent of the other;
6. This Mutual Confidentiality Agreement is governed by the laws of the state of Wyoming; and
7. The obligations under this Mutual Confidentiality Agreement shall be continuing and shall survive the termination of the RFP process and any discussion or negotiations between the parties, but that all obligations of the parties hereunder will expire two years from the date of this Mutual Confidentiality Agreement.

The parties have executed this Mutual Confidentiality Agreement as of _____, 2020.

MONTANA-DAKOTA UTILITIES CO.

By: _____

By: _____

Jay Skabo

Title: _____

Title: Vice President Electric Supply