Request for Proposals

for

Capacity Resources

Revision 0 – Issue

August 15, 2025

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APPENDICES

1 INTRODUCTION AND OVERVIEW

1.1 INTRODUCTION

NorthWestern Energy Public Service Corporation d/b/a NorthWestern Energy ("NorthWestern") is issuing this all-source request for proposals for capacity resources (the "RFP") for its South Dakota system. NorthWestern desires that the capacity resource(s) be available for delivery to NorthWestern load by the end of 2029 or, at the latest, be available by June 2030.

NorthWestern is requesting technical and commercial proposals (each a "Proposal") from qualified bidders (each a "Bidder") for supply-side capacity resources. This RFP is structured as an all-source, market solicitation where proposals for any type of supply-side capacity resources will be accepted. Resources proposed in response to this RFP will be evaluated considering the Southwest Power Pool ("SPP") methodology for determining resource capacity accreditation. Demand-side resources are not considered in this RFP.

Eligible technologies include storage, renewable, thermal, and combinations thereof. Contract execution structures could include an asset purchase agreement ("APA"), build-transfer ("B-T") agreement, power purchase agreement ("PPA")/energy storage agreement ("ESA"), or other commercial structure satisfying the requirements of this RFP. Separately, and in addition to capacity additions through this RFP, NorthWestern is evaluating the development of its own generation project.

This RFP is in support of NorthWestern's 2024 Integrated Resource Plan ("IRP") for South Dakota and anticipated future capacity needs for its South Dakota utility. NorthWestern has identified a near-term capacity need ranging from 50 MW to 100 MW. Additionally, under certain planning scenarios, NorthWestern's capacity target could be as large as 250 MW. The results of the RFP may be considered in one or more NorthWestern interconnection requests into the SPP Expedited Resource Adequacy Study ("ERAS"), which must be submitted to SPP no later than October 2, 2025. NorthWestern's IRP and the SPP ERAS are discussed further in Section 1.2.

Accordingly, the RFP contemplates an intermediate Proposal submission and final Proposal submission, as follows:

- Intermediate ERAS Offers – These offers represent expedited Proposals containing as many firm bid attributes as possible within the response timeframe. Firm offers are desired but, given the expedited nature of this RFP process, indicative/budgetary information will be considered by NorthWestern. Following review, evaluation, and, as applicable, negotiations, NorthWestern anticipates entering into a full commercial agreement, letter of intent, memorandum of understanding, or similar with one or more selected Bidders. An outcome of this intermediate submission and evaluation could be one or more NorthWestern interconnection requests into the SPP ERAS process by October 2, 2025.
- Firm Capacity Proposals – These Proposals represent offers responding to a traditional all-source solicitation sequence and timeframe for new or existing capacity resources outside of ERAS with bid evaluation and negotiations expected to continue into 2026.

NorthWestern may advance Proposals from either or both of the above tracks.

For this RFP, NorthWestern is requesting Proposals for capacity resources, as follows:

Base Offer

1. One resource or multiple resources totaling less than or equal to approximately 50 MW of accredited capacity.
2. One resource or multiple resources totaling less than or equal to approximately 100 MW of accredited capacity.

Optional Offer(s)

1. One resource or multiple resources totaling less than or equal to approximately 250 MW of accredited capacity.

For the base and optional offers, capacity accreditation shall be based on SPP accreditation methodology. The preferred minimum accredited capacity offered in a given Proposal, whether from a single or multiple resources, is 20 MW. However, Proposals may be submitted containing less than 20 MW of accredited capacity as an optional offer if Bidder believes such will provide value to NorthWestern.

NorthWestern has retained Aion Energy LLC ("Aion") to administer this RFP and support subsequent activities.

1.2 South Dakota Capacity Needs

1.2.1 NorthWestern's 2024 South Dakota IRP

NorthWestern files an IRP every two years in South Dakota, with the latest IRP filed in 2024. The IRP provides a development plan/framework for NorthWestern's supply portfolio for the planning horizon, including updates to its existing supply portfolio, the energy market landscape, and candidate resources across various planning scenarios. The IRP also compares NorthWestern's capacity position to its projected load forecast, inclusive of a planning reserve margin. As noted in the 2024 IRP, NorthWestern anticipates a capacity deficit (load plus planning reserve margin less accredited capacity) as early as 2025 for the summer season and in 2029 to 2030 for the winter season (NorthWestern is a bi-modal peaking utility, with system loads slightly higher in the summer as compared to the winter). The capacity need identified in this RFP is consistent with and in support of the 2024 IRP for South Dakota.

1.2.2 SPP ERAS Procedures

SPP submitted its proposed tariff revisions to implement the ERAS to FERC on May 22, 2025, which contemplated a fast-tracked version of SPP's Definitive Interconnection System Impact Study ("DISIS") process to address near-term, urgent capacity needs for Load-Responsible Entities. FERC accepted SPP's proposed tariff revisions effective July 22, 2025, with conditions. Subsequently, on August 1, 2025, SPP announced that the ERAS window for submitting interconnection requests would open on September 2, 2025, and close on October 2, 2025, with associated study work resulting in a target generator interconnection agreement ("GIA") execution in March of 2026. For an ERAS interconnection request, Load-Responsible Entities are required to demonstrate achievement of development milestones, demonstrate site control, place deposits/post security, and provide the details required for a complete

generator interconnection request under the SPP Tariff. The ERAS Procedures are described in Attachment AW to the SPP Tariff. NorthWestern intends to submit one or more ERAS interconnection requests, which will consider the results of this RFP.

1.2.3 NorthWestern Capacity in South Dakota

Based on the needs identified in its resource planning process, NorthWestern has been and is actively developing/procuring safe and reliable capacity resources to serve the needs of its customers. NorthWestern recently completed the Bob Glanzer Generating Station project in Huron, South Dakota, consisting of a six-unit, natural gas-fired RICE facility capable of producing approximately 55 MW. NorthWestern has also executed equipment supply and construction contracts for the installation of two new, natural gas-fired nominal 13 MW CTs at its existing AGS site that will be placed into service in 2026. In parallel to the issuance of this RFP, NorthWestern is investigating the development of additional capacity resources. NorthWestern, at its discretion, may pursue multiple capacity resources to serve its South Dakota system.

1.3 NorthWestern Objectives

NorthWestern's primary objectives include:

1. Identifying a safe, reliable, and cost-effective generation solution to contribute to its capacity position.
2. Identifying a project development, with adequate definition, suitable for inclusion in an SPP ERAS interconnection request.
3. Begin capacity delivery by the end of 2029, or at the latest by June 2030.

As stated, a portion of this RFP is on an expedited timeline in support of the SPP ERAS, and NorthWestern appreciates Bidders' willingness to accommodate the schedule outlined in Section 4.

1.4 NorthWestern Overview

NorthWestern has generated and distributed electricity in South Dakota and distributed natural gas in South Dakota and Nebraska since 1923. NorthWestern is regulated by the South Dakota Public Utilities Commission ("SDPUC") and the Federal Energy Regulatory Commission ("FERC") and is a network customer and member of the Southwest Power Pool ("SPP"). NorthWestern's existing South Dakota energy supply portfolio fleet consists of a combination of fully-owned assets, jointly-owned assets, and power purchase agreements.

More information on NorthWestern is available at www.northwesternenergy.com.

1.5 Communications Protocols

All communications, including any clarifications or questions, shall be directed to at NWPS-2025@aionenergyllc.com unless otherwise directed by Aion.

Email is the required method of communication outside of any Bidder conferences.

Do not contact NorthWestern directly for matters relating to the RFP unless otherwise directed by Aion. Failure to comply with this requirement could result in disqualification of a Proposal.

Bidders shall identify a single, primary point of contact for the RFP. Contact information for Bidder's

point of contact shall be identified in Bidder's notice of intent to respond.

2 CAPACITY RESOURCES

2.1 CAPACITY RESOURCES OF INTEREST

2.1.1 General

NorthWestern is seeking Proposals for long-term (greater than 3 years) capacity resources and prefers that resources be fully-dispatchable. As a result of this RFP, a capacity resource would be incorporated into NorthWestern's South Dakota supply portfolio and contribute to meeting its Resource Adequacy Requirement as a Load-Responsible Entity.

2.1.2 Generation and Energy Storage Resources

Types of capacity resources could include standalone, combinations, or portions of the following generation and energy storage system ("ESS") technologies:

- Thermal resources;
- Hydroelectric resources;
- Non-hydroelectric renewable resources;
- Battery energy storage systems ("BESS");
- Pumped hydroelectric energy storage;
- Other ESS applications, including long-duration energy storage ("LDES"); and
- Slice-of-system or slice-of-asset or any combination of those listed above.

As a result of this RFP, NorthWestern may select a single resource or a portfolio of solutions to best serve the needs of its customers and the reliability requirements of its South Dakota system.

2.1.3 Demand Side Capacity Resources

Demand-side resources are not considered in this RFP.

2.1.4 Contracting Approach

NorthWestern will review and evaluate any contracting structure that satisfies the requirements identified herein and would generally expect eligible capacity resources to be offered under an APA, B-T Agreement, or PPA/ESA in accordance with the agreement forms/term sheets included in RFP Appendix A (to be provided LATER). If an alternate contracting structure is proposed, an associated form of agreement shall be provided by Bidder.

2.1.5 Technical Requirements

Capacity resources shall adhere to the technical requirements in RFP Appendix B and shall conform with prudent utility practice. Capacity resources, as applicable, shall be utility-grade in terms of system design, equipment redundancy, and operational capabilities.

2.2 Capacity Resource Characteristics

2.2.1 Scale

NorthWestern has identified a near term accredited capacity need between nominally 50 MW and 100 MW, with certain planning scenarios indicating an accredited capacity need of approximately 250 MW. A single resource or multiple resources from one or more Bidders may be considered by NorthWestern to serve its accredited capacity need, with NorthWestern interested in evaluating capacity accreditation "blocks" to meet the different capacity scenarios (≤ 50 MW, ≤ 100 MW, and ≤ 250 MW).

NorthWestern prefers that proposed resources have a minimum accredited capacity of 20 MW unless paired with other capacity resources that would result in an aggregate accredited capacity of greater than 20 MW. Bidders may propose standalone resources that are less than 20 MW as alternate Proposals if they believe such would provide value to NorthWestern.

For standalone energy storage resources, consistent with its 2024 IRP, a maximum of 50 MW of accredited capacity will be considered in response to this RFP.

2.2.2 Accreditation

NorthWestern will evaluate capacity resources based on the accreditation methodology in SPP's Tariff.

2.2.3 Schedule / Start of Delivery

NorthWestern desires that capacity resources, including all required fuel, charging, and transmission agreements, as applicable, be available to begin delivering capacity to its South Dakota system by the end of 2029 and requires, at the latest, that resources be available by June of 2030.

2.2.4 Location and Site Control

NorthWestern prefers that capacity resources be located in its South Dakota service territory and in the SPP Upper Missouri Zone ("UMZ") but will consider resources located elsewhere if such are capable of delivery to NorthWestern's South Dakota system. For resources located outside of the South Dakota service territory, Proposals shall identify the transmission path and include all transmission/wheeling fees required to deliver the capacity to NorthWestern's system (refer also to Section 2.2.6).

For the intermediate ERAS offers, NorthWestern requires that Bidders meet the site control requirements identified in Attachment AW of the SPP Tariff.

For all other Proposals, NorthWestern prefers that Bidders have 100% site control for the capacity resource and interconnecting utilities. If Bidder does not have 100% site control, current site control status and future activities that demonstrate capability to achieve adequate site control to support the project in-service/delivery start date must be provided.

2.2.5 Operational Flexibility

NorthWestern prefers capacity resources with increased operational flexibility attributes such as starting and ramping quickly, capability of multiple starts/stops per day, low turndown capability, capability to provide ancillary/regulation services, fully-dispatchable including remote dispatch capable and capable of operating under automatic generation control.

2.2.6 Electrical Interconnection

Capacity resources must be directly connected to NorthWestern's system in South Dakota or possess transmission service to serve NorthWestern's system. Bidders are responsible for obtaining all interconnections and transmission service required under the SPP Tariff to serve NorthWestern's system. Proposals must be in the process of securing a GIA and transmission service or have such in place. Bidders must provide status of securing a GIA and transmission service including, if available, queue position and any known/anticipated transmission system constraints, contingencies and/or curtailment risk. Bidders may propose capacity resources with Network Resource Interconnection Service ("NRIS") and/or Energy Resource Interconnection Service ("ERIS"). Capacity resources with NRIS will be evaluated more favorably than resources with ERIS.

Capacity resources shall have existing firm transmission service or demonstrate the capability to acquire firm transmission service. Bidders shall provide firm transmission service details and costs including all costs for electrical interconnection and any required network upgrades.

For the intermediate ERAS offers, proposed projects shall not yet have reached Decision Point Two within a DISIS study cluster. However, NorthWestern prefers that such projects have commenced the SPP DISIS process. For any projects contemplated in the SPP ERAS, NRIS will be pursued.

Proposals must account for all known or anticipated cost and schedule considerations associated with grid interconnection facilities, network upgrades, acquisition of firm transmission service and satisfying the requirements for accreditation through SPP.

2.2.7 Fuel Sourcing and Charging

NorthWestern requires that fuel-dependent resources have firm fuel supply or have interruptible fuel service with a backup fuel. Fuel supply information must be provided in detail including fuel sourcing contracts, transmission/transportation agreements, implementation timelines and other pertinent information.

For capacity resources requiring grid charging, Proposals must include all associated interconnection/load service requirements, as applicable. Bidders must identify dispatch capability associated with the charging methodology, charging/discharging duration, resource round-trip efficiency and any other pertinent characteristics associated with the resource.

2.2.8 Development Progress

In addition to the development factors previously discussed, Proposals must demonstrate how the required in-service date/start of delivery date can be achieved based on the adequate progression of key development activities including, but not limited to, the following:

- Federal, state and local permitting for the capacity resource and all associated utility interconnections;
- Stakeholder outreach and community relations;
- Conceptual design, cost and schedule development;
- Project execution plan including labor and transportation plans;
- Project financing; and
- Tax credit/incentive qualification strategy, as applicable.

NorthWestern prefers that emission limits and permit requirements not limit dispatch or operation of a given resource. Bidders must provide current permitting status for all applicable permits required for the proposed project and specifically for those permits/activities that could influence project schedule, project cost, operating capability or other project attributes.

For intermediate ERAS offers, in addition to having site control, Bidders shall demonstrate the satisfaction of at least one of the required development milestones identified in Section 8.2.i of Attachment AW of the SPP Tariff or demonstrate the ability to secure such by the close of the ERAS window.

3 Bidder Considerations

3.1 Experience

Bidders must have experience in the energy industry and NorthWestern desires that Bidders have experience with the resource type(s) and contracting structure(s) proposed. Bidder's experience provided in the Proposal documents will be evaluated, and references may be contacted to discuss Bidder's experience and performance. Bidders are requested to include project references and contact information in its Proposals.

3.2 Creditworthiness

NorthWestern reserves the right, at its discretion, to determine the creditworthiness of each Bidder and its ability to execute in accordance with the Proposal. NorthWestern may accept or reject any Proposal based on its creditworthiness determination.

NorthWestern will consider the following in determining creditworthiness:

- Long-term unsecured debt ratings;
- Financial statement review;
- Expected default risk;
- Credit concentration and liquidity;
- Performance assurance/collateral;
- Amenability to applicable commercial terms; and
- Length of time entity has been in business.

Bidders must submit the following credit documentation:

- Financial statements including balance sheet and income statement for the 2 most recent years (including notes); and
- Credit ratings from S&P and/or Moody's (if available).

NorthWestern will determine if credit enhancements are required. Credit enhancements could include cash security, parent guaranty, irrevocable letter of credit or performance bond in forms acceptable to NorthWestern.

3.3 Insurance

Proposals must identify insurances and coverage levels. NorthWestern required insurance and coverage levels are identified in the form agreements included in RFP Appendix A, and Bidder's insurance coverage will be considered in the evaluation of Proposals.

3.4 Safety Record

Safety is critical to NorthWestern. Bidder's safety information, record and corporate plans will be considered in the review and evaluation of Proposals. Bidders must submit Appendix D.2 – Safety History and any additional relevant information and materials documenting Bidder's safety program.

3.5 ERAS Application Suitability

If an intermediate ERAS offer is submitted by a Bidder, NorthWestern will assess the viability and suitability of including the proposed project as part of an ERAS application to SPP considering, among other factors:

- Development progress and ability to meet one or more of the applicable ERAS development milestones;
- Demonstration of site control for the project, tie-line and substation, as applicable;
- Amenability to executing a memorandum of understanding, letter of intent, or similar prior to October 2, 2025 related to the continued development and/or execution of the proposed project; and
- Viability of executing a commercial agreement with NorthWestern associated with the Proposal.

4 RFP Schedule

The RFP schedule is summarized below. The dates and times are subject to change by NorthWestern. Any changes to the RFP schedule will be communicated to Bidders via email.

Table 1. RFP Process Schedule (Target).

Activity	Date
RFP Release	August 15, 2025
Bidder's Confirmation of Receipt Due	August 20, 2025
Pre-Bid Meeting One (Virtual)	1:00 p.m. CDT on August 26, 2025
Notice of Intent to Respond / NDA / Safety Form Due	August 29, 2025
ERAS Window Opens	September 2, 2025
Last Date to Submit Questions related to ERAS Window	September 5, 2025
ERAS Proposal Due Date	September 12, 2025
ERAS Proposal Evaluation / Selection	September 2025
Form Agreements Provided to Bidders	Week of September 15, 2025
ERAS Window Closes	October 2, 2025
Pre-Bid Meeting Two (Virtual)	October 8, 2025
Last Date to Submit Questions	November 3, 2025

Proposal Due Date	November 12, 2025
Evaluation and Negotiations	Q4 2025 – Q2 2026
Substantial Completion (target)	Late 2029 / 2030

5 PROPOSAL DEVELOPMENT CYCLE AND SUBMITTAL

5.1 PROPOSAL DEVELOPMENT CYCLE

Questions and clarifications during the Proposal Development Cycle must be emailed to NWPS-2025@aionenergyllc.com and submitted in the RFI Log format (Appendix E). Responses will be provided as soon as possible after receipt. Applicable questions submitted after the "Last Date to Submit Questions Related to the ERAS Window" and "Last Date to Submit Questions" indicated in Section 4 may not receive a response.

Bidders must assume that any questions and associated responses will be made available to other potential Bidders during the Proposal Development Cycle. If a Bidder desires that a question/response be treated as confidential, the question must be marked clearly as such. Regardless, a portion or all of the contents of the question and associated response may be made available to all potential Bidders, if appropriate (e.g., non-project specific information applicable to the Proposal development process). Refer to Section 8.5 for additional provisions regarding confidentiality.

5.1.1 Notice Confirming Receipt

Bidders are requested to acknowledge receipt of this RFP by the Confirmation of Receipt Due Date indicated in Section 4. The acknowledgement shall be submitted to NWPS-2025@aionenergyllc.com.

5.1.2 Notice of Intent to Respond, Safety Information, and RFP Nondisclosure Agreement

Bidders are required to acknowledge intent to submit a Proposal, advise or confirm the Bidder's primary point of contact, address, email, telephone number and submit a notice of intent to respond by the date listed in Section 4. Bidders shall complete the form included in Appendix D.1.

Bidders shall submit the safety form included in Appendix D.2 by the date listed in Section 4.

Confidentiality obligations are set forth in the RFP Nondisclosure Agreement, attached to this RFP as Appendix D.3. Questions concerning the RFP Nondisclosure Agreement may be submitted to Aion immediately upon issuance of the RFP. Bidders intending to participate in this RFP must return an executed RFP Nondisclosure Agreement with its Notice of Intent to Respond.

5.1.3 Pre-Bid Conferences

Two pre-bid meetings will be held via web conference on the dates listed in Section 4 to provide an overview of the RFP and ERAS Procedures and allow Bidders to ask questions. Information will be provided by Aion for the web conferences.

5.1.4 Submittal Process

ERAS Proposals are due by 11:59 p.m. on the ERAS Proposal Due Date indicated in Section 4.

All other Proposals are due by 11:59 p.m. on the Proposal Due Date indicated in Section 4.

Electronic submittal is required. Proposals may be submitted via the RFP Email or, if attachment size is an issue, submitted via Citrix ShareFile. If the latter is required, instructions will be provided by Aion upon request from Bidder. All Proposal worksheet forms must be submitted in native file format (i.e. Microsoft Word or Microsoft Excel).

Proposals received after the Proposal due dates indicated in Section 4 may be rejected.

6 PROPOSAL REQUIREMENTS

BIDDERS OR PROPOSALS NOT MEETING THE MINIMUM REQUIREMENTS SPECIFIED IN THIS RFP INCLUDING, BUT NOT LIMITED TO, THE REQUIRED RESOURCE CHARACTERISTICS, CREDITWORTHINESS, EXPERIENCE, SAFETY AND PROPOSAL CONTENTS MAY BE DISQUALIFIED.

6.1 PRICING

All prices in the Proposal and associated forms shall be in U.S. dollars and include all applicable taxes, fees and insurance. Pricing must reflect the commercial requirements in the applicable form agreement, required Proposal validity date, proposed project milestones and other factors indicated in this RFP. Pricing shall be provided with and without tax credits and incentives, as applicable, and Bidders shall provide other tax incentive-related details requested in the Proposal forms.

6.2 PROPOSAL VALIDITY

All Proposals must remain valid for a minimum of 180 days after the Proposal due dates indicated in Section 4. Bidders may be requested to extend the Proposal validity if, for instance, commercial negotiations extend beyond 180 days from the Proposal Due Date.

6.3 PROPOSAL FORMAT AND CONTENTS

This section outlines the content and format requirements for Proposals and is supplemented by RFP Appendix F, which includes additional detail related to the Proposal forms and required Proposal supplemental information. NorthWestern will consider partial responses for intermediate ERAS offers given the compressed timeline associated with this process so long as the offer provides adequate detail to facilitate the development of an ERAS interconnection request. NorthWestern may conduct due diligence it considers necessary to fully understand and evaluate Proposals prior to entering into any agreement. A complete Proposal will include the following:

- Executive Summary describing the Bidder and key characteristics of the Proposal;
- Complete, populated set of applicable Proposal forms as described in Appendix F and included in Appendix G;
- Markup of the applicable form agreement included in Appendix A or, for ERAS Proposals, a form of agreement associated with the Proposal;
- Proposal supplemental information as described in Appendix F; and
- Any additional electronic data or narrative discussion to inform the evaluation team and to be responsive to the Proposal evaluation phases and criteria identified in Section 7.

7 Evaluation Overview and Basis of Evaluation

7.1 Evaluation Overview

The evaluation of Proposals will progress in phases and consider price and non-price factors. After receipt, Proposals (including ERAS Proposals) will be evaluated by NorthWestern, as follows:

- Intermediate ERAS Proposal Review – Review for suitability for inclusion in an ERAS interconnection request by NorthWestern including an assessment of satisfying development milestones and site control requirements, capability of meeting the required ERAS project in-service date, and level of Bidder commitment and/or financial security towards advancing the associated project with NorthWestern.
- Proposal Completeness review and screening – Initial/continued review for Proposal completeness including responsiveness to all information requests and submittal of adequately populated Proposal forms. Proposals will also be screened for major outliers and discrepancies during the initial phase of the evaluation. NorthWestern may advance some or all of the Proposals to the subsequent phases of evaluation.
- Detailed review and establishment of a Bidder shortlist – Consisting of continued Proposal review and evaluation including a detailed assessment of Bidder's offer and development status, cost and schedule feasibility, development and refinement of total lifecycle costs, questions and clarifications and Bidder meetings with the intent to establish a Proposal shortlist. NorthWestern may shortlist one or more Proposals at its sole discretion.
- Shortlist negotiations and selection – Consisting of commercial and technical conformance negotiations (as applicable) with one or more Bidders, potentially resulting in selection.

7.2 Evaluation Criteria

NorthWestern will evaluate Proposals based on the following price and non-price factors. ERAS Proposals will be evaluated utilizing the same criteria but on an expedited timeline while also considering the Bidder/Proposal suitability for inclusion in an ERAS interconnection request to SPP.

- Levelized Costs – Evaluated project lifecycle costs and benefits over a 30 year evaluation period considering evaluated delivered cost of capacity, capacity contribution and energy market attributes, non-fuel operations and maintenance costs, fuel/charging costs and other pertinent factors.
- Commercial Attributes – Commercial amenability to the form terms and conditions included in Appendix A, performance guarantees and associated liquidated damages, warranties, credit quality, insurance policy levels, project experience, safety record and capacity deliverability timeline.
- Development Status – Considering status, plan and timeline associated with development progress including, but not limited to, the following:
    - Electric transmission interconnection and network upgrades;
    - Fuel supply sourcing and transmission/charging arrangements;
    - Permitting;
    - Site control; and

  - Project execution plan to support the proposed in-service date.
- Technical Attributes – Characteristics and operating capability including, but not limited to, dispatchability, reliability, ancillary services capability, technology maturity and consistency of Bidder's offering with prudent electric industry practices. Offerings will be reviewed against the Technical Requirements included in RFP Appendix B, as applicable.

To the extent information is not provided in the Proposal or via subsequent clarifications, Proposals will be evaluated based on estimated capabilities and economics required to conform to the technical, commercial and other requirements of this RFP. Proposals lacking sufficient information may be disqualified.

8 Additional Provisions

8.1 Authorization to Commit

Proposals must be signed by a representative of Bidder's organization authorized to bind the Bidder and associated offering.

8.2 Taxes

All Proposals must reflect that Bidder will be responsible for the payment of all applicable federal, state, county and local business, occupation, use, sales and similar taxes, duties, licenses, fees, etc. related to the performance of the work proposed. NorthWestern is not tax exempt.

Proposals considering tax credits/incentives must include documentation and evidence of qualifications or, as applicable, the approach for qualification. Proposals considering PPA or ESA structures must be based on the Bidder retaining all risk associated with tax credit/incentive qualification and any price/schedule impacts.

South Dakota has unique sales tax laws. Bidders should consider contacting the South Dakota Department of Revenue regarding the tax laws that would affect any transaction in South Dakota.

8.3 Bid Data Disclaimer

The information contained in this RFP has been prepared solely to assist Bidders in preparing Proposals. The RFP does not contain all of the information that a Bidder may need to consider in order to prepare and submit a Proposal. NorthWestern does not make any representation or warranty (express or implied) as to the accuracy, reliability or completeness of the information contained in this RFP, in any addendum to this RFP or in any other document or communications with a Bidder in connection with this RFP and Bidders are not entitled to any relief or other rights or remedy as a result of any error or omission in any such information. Bidders are responsible for evaluating and analyzing all of the RFP requirements in order to determine the impact that such requirements may have on the costs or time for performance of any part of the Bidder's obligations under the applicable agreement.

8.4 Reservation of Rights

NorthWestern, in its sole discretion, may reject any and all Proposals submitted in response to this RFP for any reason whatsoever. NorthWestern reserves the right to consider, evaluate or select a Proposal other than the lowest-cost Proposal, or to waive any Proposal with a technical or commercial non-compliance. Bidders or their Proposals not satisfying the minimum requirements outlined in this RFP may be rejected at NorthWestern's sole discretion. NorthWestern reserves the right to modify evaluation criteria.

NorthWestern reserves the right to enter into negotiations with one or more Bidders or to take no action. NorthWestern may enter into an agreement with one party or not enter into any agreement. If NorthWestern enters into negotiations with one or more Bidders, NorthWestern is in no way obligated to enter into a legally binding agreement, regardless of how far negotiations have advanced. The terms and conditions of this RFP in no way constitute a legally binding obligation on the part of NorthWestern. NorthWestern may terminate this RFP process at any time.

8.5 Confidentiality

This RFP, any system-specific data, and other appended or related data are NorthWestern's confidential and proprietary information and are only for the purpose of preparing and submitting a Proposal. No information contained or referred to in the RFP shall be disclosed or released except in strict accordance with the RFP Nondisclosure Agreement between Bidder and NorthWestern executed in connection with this RFP.

8.6 Ownership and Return of Responses

All materials submitted as part of this RFP become the property of NorthWestern and will not be returned.

8.7 Cost of Responding

Proposals will be prepared at the sole cost and expense of the Bidder and there will be no claims for reimbursement from NorthWestern.

There is no fee to participate in this RFP.

8.8 NorthWestern Request for Changes

NorthWestern may change, postpone or terminate this RFP, including any requirement, term, condition, timeline or other clause without liability. NorthWestern may at any time request changes to Proposals, scope or general offering as may be desired by NorthWestern or as may be necessary based on regulatory requirements, and Bidder shall endeavor to provide an updated Proposal or offering based on such a request.

RFP Appendix A

Form Agreements / Term Sheets

(LATER)

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RFP Appendix B

Technical Requirements

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1 ENERGY STORAGE TECHNICAL REQUIREMENTS

This section specifies the requirements for a fully functioning Energy Storage System ("ESS") including power conversion system, control system, internal wiring, energy storage management system and balance of plant ("BOP") equipment. The ESS design and installation shall meet the minimum requirements established in these Technical Requirements.

1.1 GENERAL DESIGN CRITERIA

1.1.1 Cycling Design

- Energy storage projects must offer a minimum total cycle-life equivalent as follows:
  - Storage duration of up to and including 8 hours – 365 annual equivalent full charge and discharge cycles multiplied by the resource life proposed; and
  - Storage duration of > 8 hours – as proposed by Bidder.
- Energy storage projects must be provided with cycling capability as follows:
  - Storage duration of up to and including 5 hours – up to 2 full cycles per day; and
  - Storage duration of > 5 hours – daily cycling limit as proposed by Bidder.

1.1.2 Inverter Design:

Energy storage systems shall be provided with grid-forming inverters.

1.1.3 Charging Energy Sourcing:

If combined with a renewable resource, the energy storage project shall have the capability of directly charging from either the renewable resource or the grid from the initial date of operation.

1.1.4 Capacity Maintenance Agreement:

Energy storage projects must include firm pricing for a maintenance agreement to maintain the energy storage capacity (MW and MWh) of the system for the duration of the term quoted or for 20 years for a B-T Proposal.

1.1.5 Rate of Charge:

Energy storage projects must have a minimum rate of charge equivalent to its rate of discharge.

1.1.6 Required Operational Capabilities:

ESS Projects shall comply with the following requirements:

- Be fully dispatchable by NorthWestern, including within-hour dispatch changes,
- Be dispatchable across the entire operating range,
- System latency (being the time measured between when the control signal is received and the ESS responds to the signal by changing the discharge or charge power value by more than 1% of the control setpoint)
  - Electrochemical battery energy storage systems – 1 second or less; and
  - Other energy storage systems – to be identified by Bidder.
- Ramp rate (in both charging and discharging)
  - Electrochemical battery energy storage systems – 50 MW within 1 minute; and

- Other energy storage systems – to be identified by Bidder.
- Have the control systems in place with the ability to respond to dispatch and disconnection signals that originate remotely from NorthWestern's operations centers.

The ESS shall also have capabilities to support the following:

- Be available for contingency reserve upon the occurrence of NorthWestern generating unit outage.
- Be ready and available for regulation-up and regulation-down.
- Respond to frequency events and comply with the most recent version of NERC standard BAL-003.
- Charge/discharge to control renewable generation variability, be available for system peak, and to avoid curtailment of NorthWestern's system.
- Discharge during system peaks to offset peak demand.

When required by NorthWestern, the ESS shall be capable of operating beyond the scenarios defined above only limited by the ESS component ratings themselves.

1.1.7 Design and Certification:

Electrochemical ESS equipment shall be listed to UL 9540 – Standard for Safety of Energy Storage Systems and Equipment and shall be tested in accordance with the UL 9540A test method showing no propagation between ESS units.

1.1.8 Extreme Expected Ambient Temperatures

All equipment, buildings, and devices shall be suitable for operation over the extreme job site ambient temperature range, including but not limited to an ambient temperature range between -40°F to 110°F with the full range of relative humidity. Bidder shall provide ambient condition range for the proposed site.

1.2 ENERGY STORAGE

The Bidder shall provide a description of the proposed methodology to maintain the storage capacity (MW and MWh) and provide firm pricing in accordance with Section 1.1.4. The proposed pricing structure must allow for variability in annual and total cycle quantities and provide a clear definition of a "cycle".

The ESS shall be capable of charge and discharge at a rate equal to the nameplate rating of the power conversion system.

The ESS shall also meet the following requirements:

- The recommended performance specifications as appropriately defined in IEEE Standard 2800-2022 Sections 4.3 thru Section 4.9 at the Point of Delivery.
- Voltage and reactive/active power control performance, IEEE Standard 2800-2022 Section 5 at the Point of Delivery, and for a Category B system as defined in IEEE 1547-2018 for a Distributed Energy Resource (DER).
- The normal and abnormal performance category, IEEE Standard 2800-2022 Sections 7, at the Point of Delivery, and for a Category B system as defined in IEEE 1547-2018 for a Distributed

Energy Resource (DER).

- Meets or exceeds the recommended performance specifications defined in Appendix A of the September 2018 NERC Reliability Guideline for BPS-Connected Inverter- Based Resource Performance and IEEE Standard 2800-2022 Section 6, at the Point of Delivery.

1.2.1 End of Life

At the end of life for each electric battery cell, the ESS equipment supplier shall be responsible for decommissioning, removal and recycling of all expended battery cells. The ESS equipment supplier shall provide a decommissioning and recycling plan for the expended battery cells.

For energy storage technologies other than electric batteries, Bidder shall identify the decommissioning and recycling plan for expended equipment for NorthWestern review.

1.3 INSTRUMENTATION AND CONTROL

[PLACEHOLDER]

1.4 ELECTRICAL

1.4.1 Protection

Intertie protection shall be provided by an SEL-700GT by Schweitzer Engineering Laboratories or NorthWestern approved alternate. Any other protective relays shall be microprocessor-based digital type. Protective relays shall be time synchronized to the sequence of event recorders and digital fault recorders by the use of a dedicated system master clock.

1.5 WARRANTY

The ESS system shall be provided with a warranty from the ESS equipment supplier that warrants the ESS to be free of defects and of good workmanship for a minimum period of five (5) years from the Commercial Operation Date as defined in the Agreement. Any required repairs shall be performed by the ESS equipment supplier at no charge to NorthWestern including any transportation or handling to remove the system from service.

1.6 QUALITY ASSURANCE AND SAFETY

1.6.1 ESS Equipment Supplier Qualifications

ESS equipment supplier shall be ISO 9000 certified.

1.6.2 Safety

The ESS and all scope of supply shall comply with the applicable federal OSHA regulations defined in 29 CFR 1910 and all relevant safety and health regulations in the state where the proposed project is located.

Prior to the shipment of the ESS, the ESS equipment supplier shall ensure that all safety measures and protective devices function as intended.

2 COMBUSTION TURBINE TECHNICAL REQUIREMENTS

This section contains the requirements for combustion turbine generation project design and installation. The combustion turbine project design and installation shall meet the minimum requirements established in these Technical Requirements.

2.1 GENERAL DESIGN CRITERIA

2.1.1 Equipment Performance and Life Expectancy Requirements

The performance and operational flexibility of Bidder's equipment shall be limited only by the generating unit and generator capabilities at ambient conditions and not by Bidder's auxiliary equipment. The equipment shall be capable of operation from minimum load to full load across the entire ambient temperature range identified in these Technical Requirements.

2.1.2 Design Life

The combustion turbine project shall be designed for a minimum life of 30 years.

2.1.3 Extreme Expected Ambient Temperatures

All equipment, buildings, and devices shall be suitable for operation over the extreme job site ambient temperature range, including but not limited to an ambient temperature range between -40°F to 110°F with the full range of relative humidity. Bidder shall provide ambient condition range for the proposed site.

2.1.4 Piping Terminal Points

All piping terminal points shall use U.S. customary material and dimension standards and shall comply with ASME B16.5, B36.10, B36.19 and B31.1.

2.1.5 Fuel

Bidder shall provide primary station gas pressure regulation, compression (if required), filtration, heating, station flow metering, and a gas chromatograph (if required) and shall be responsible for unit-specific fuel flow metering, pressure regulation, and flow control.

2.1.6 Reliability, Availability, Margin, and Redundancy

Bidder's equipment is expected to achieve 95 percent running reliability and 95 percent starting reliability at a minimum. All equipment shall have a minimum of three years of reliable and successful commercial operation experience.

Bidder shall provide equipment and systems that shall be redundant such that the loss of any single piece of equipment or system does not result in the shutdown of one or more of the generating units or the entire project.

Bidder shall provide equipment and materials with sufficient design margin to ensure high availability and reliability consistent with Prudent Industry Practice and the earlier stated reliability requirements.

Bidder's equipment shall include appropriate considerations for ease of maintenance to meet the availability and reliability requirements.

2.1.7 Operational Requirements

Bidder's equipment shall:

- Be remotely grid dispatchable, including allowing for steady state full load and part load operation down to Bidder's minimum emissions compliance load ("MECL") point.
- Be capable of transient operation, frequency response, load cycling, and load rejection.
- Be capable of automatic generation control ("AGC").
- Have provisions to easily facilitate black start through a black start generator or by back feed of power to the facility, including isochronous operation.
- Synchronize to grid in ten minutes or less from initiation of a cold, warm, or hot start.
- Shall be capable of being started simultaneously or in a staggered start profile.
- Operate at a steady state MECL point of 50 percent of full steady state load or lower.
- Achieve MECL for the generating unit in less than 15 minutes.
- Achieve MECL and be in compliance with air emission requirements in less than 30 minutes.
- Be capable of operating in a peaking dispatch, intermediate dispatch, and base load dispatch. This shall include multiple starts daily or steady state operation.
- Be capable of operating individually or at the same time.
- Be capable of shutting down in less than 10 minutes from MECL.
- Operate over the full range of fuel conditions while maintaining emissions compliance over the full load range (MECL to full load) and during transient operation.

2.1.8 Operational Control

Bidder's scope of work shall be capable of the following:

- Bidder's equipment shall be capable of remote control and monitoring from NorthWestern's control center, the Balancing Authority control center, and/or from the on-site control center.
- Bidder's equipment shall include automation and monitoring systems that allow the equipment to be started, stopped, and operated remotely by a single central control room operator. Manual operation of equipment, including valves, shall only be required for maintenance isolation, initial filling, maintenance venting, and outage work.
- Bidder's equipment and design shall minimize the remote operator's surveillance and attention.

2.1.9 Maintenance Requirements and Accessibility

Bidder's equipment shall be designed to minimize maintenance requirements and downtime. Intervals between maintenance shall be maximized and time to perform maintenance work shall be minimized.

All equipment shall be designed for ease of maintenance and shall incorporate and/or include all necessary access doors, platforms, access walkways and ladders, lifting equipment, lighting, power, air, and water supplies.

2.1.10 Air Emissions

Bidder shall provide equipment that meets the proposed Emissions Guarantees utilizing combustion controls and post-combustion controls.

2.1.11 Greenhouse Gas Standards and Guidelines

Bidder shall identify its intended approach and associated costs to comply with the Greenhouse Gas Standards and Guidelines (GHG Rule) in its Proposal.

2.1.12 Equipment Sound Requirements

Bidder shall provide a noise map for the proposed project representing the major noise sources and the sound power level for each source as well as the far-field noise levels surrounding the site.

2.2 Emissions Control Module Requirements

Bidder shall provide the required emissions control modules to meet the proposed Air Emissions Guarantees and the project air permit requirements for all operating conditions and at any ambient condition.

2.2.1 General

Bidder shall provide the following:

- Reactor for each generating unit with selective catalytic reduction ("SCR") catalyst and oxidation catalyst
- Spare space for additional SCR catalyst layers to maintain ammonia slip at less than 10 ppmvd @ 15 percent O_2 over the operating life
- Spare space for adding future oxidation catalyst layers
- Aqueous ammonia mixing section, injection piping, injection ports, and dosing/static mixers
- 19 percent aqueous ammonia vaporization skid, including:
    - Two (2) 100 percent pumps
    - Blowers
    - Control modules
    - All provisions to regulate the flow of aqueous ammonia to the injection system
    - Block and bleed valves, instrumentation, and controls for 8+ day purge credit in accordance with NFPA 37 and 85
- SCR control panel with human machine interface ("HMI") screen
- Catalyst systems with a maximum variation in flue gas velocity across the face of the catalyst of +/- 15 percent RMS of the average free stream velocity
- Reactor housing with catalyst removal/loading hatch, access doors, space on platforms to accommodate catalyst removal and installation, and permanent access provisions

2.2.2 Catalyst Warranty

Bidder shall obtain a sixty (60) month warranty, starting after achievement of Substantial Completion, for the SCR catalyst and the oxidation catalyst.

2.2.3 Tempering / Purge Air System

Bidder shall provide a tempering/purge air system suitable for the generating unit. At a minimum, the tempering/purge air system shall be designed to ensure compliance with NFPA requirements.

2.3 QUALITY ASSURANCE AND SAFETY

2.3.1 Combustion Turbine Equipment Supplier Qualifications

Combustion turbine equipment supplier shall be ISO 9000 certified.

2.3.2 Safety

The combustion turbine equipment and all scope of supply shall comply with the applicable federal OSHA regulations defined in 29 CFR 1910 and all relevant safety and health regulations in the state where the proposed project is located.

Prior to the shipment of the combustion turbine equipment, the combustion turbine equipment supplier shall ensure that all safety measures and protective devices function as intended.

3 RECIPROCATING INTERNAL COMBUSTION ENGINE TECHNICAL REQUIREMENTS

This section contains the requirements for reciprocating internal combustion engine ("RICE") generation project design and installation. The RICE project design and installation shall meet the minimum requirements established in these Technical Requirements.

3.1 GENERAL DESIGN CRITERIA

3.1.1 Equipment Performance and Life Expectancy Requirements

The performance and operational flexibility of Bidder's equipment shall be limited only by the generating unit and generator capabilities at ambient conditions and not by Bidder's auxiliary equipment. The equipment shall be capable of operation from minimum load to full load across the entire ambient temperature range identified in these Technical Requirements.

3.1.2 Design Life

The RICE project shall be designed for a minimum life of 30 years.

3.1.3 Extreme Expected Ambient Temperatures

All equipment, buildings, and devices shall be suitable for operation over the extreme job site ambient temperature range, including but not limited to an ambient temperature range between -40°F to 110°F with the full range of relative humidity. Bidder shall provide ambient condition range for the proposed site.

3.1.4 Piping Terminal Points

All piping terminal points shall use U.S. customary material and dimension standards and shall comply with ASME B16.5, B36.10, B36.19 and B31.1.

3.1.5 Fuel

Bidder shall provide primary station gas pressure regulation, filtration, heating, station flow metering, and a gas chromatograph (if required) and shall be responsible for unit-specific fuel flow metering, pressure regulation, and flow control.

3.1.6 Reliability, Availability, Margin, and Redundancy

Bidder's equipment is expected to achieve 95 percent running reliability and 95 percent starting reliability at a minimum. All equipment shall have a minimum of three years of reliable and successful commercial operation experience.

Bidder shall provide equipment and systems that shall be redundant such that the loss of any single piece of equipment or system does not result in the shutdown of one or more of the generating units or the entire project.

Bidder shall provide equipment and materials with sufficient design margin to ensure high availability and reliability consistent with Prudent Industry Practice and the earlier stated reliability requirements.

Bidder's equipment shall include appropriate considerations for ease of maintenance to meet the availability and reliability requirements.

3.1.7 Operational Requirements

Bidder's equipment shall:

- Be remotely grid dispatchable, including allowing for steady state full load and part load operation down to Bidder's minimum emissions compliance load ("MECL") point.
- Be capable of transient operation, frequency response, load cycling, and load rejection.
- Be capable of automatic generation control ("AGC").
- Have provisions to easily facilitate black start through a black start generator or by back feed of power to the facility, including isochronous operation.
- Synchronize to grid in ten minutes or less from initiation of a cold, warm, or hot start.
- Shall be capable of being started simultaneously or in a staggered start profile.
- Operate at a steady state MECL point of 25 percent of full steady state load or lower.
- Achieve MECL for the generating unit in less than 15 minutes.
- Achieve MECL and be in compliance with air emission requirements in less than 30 minutes.
- Be capable of operating in a peaking dispatch, intermediate dispatch, and base load dispatch. This shall include multiple starts daily or steady state operation.
- Be capable of operating individually or at the same time.
- Be capable of shutting down in less than 10 minutes from MECL.
- Operate over the full range of fuel conditions while maintaining emissions compliance over the full load range (MECL to full load) and during transient operation.

3.1.8 Operational Control

Bidder's scope of work shall be capable of the following:

- Bidder's equipment shall be capable of remote control and monitoring from NorthWestern's control center, the Balancing Authority control center, and/or from the on-site control center.
- Bidder's equipment shall include automation and monitoring systems that allow the equipment to be started, stopped, and operated remotely by a single central control room operator. Manual operation of equipment, including valves, shall only be required for maintenance isolation, initial filling, maintenance venting, and outage work.
- Bidder's equipment and design shall minimize the remote operator's surveillance and attention.

3.1.9 Maintenance Requirements and Accessibility

Bidder's equipment shall be designed to minimize maintenance requirements and downtime. Intervals between maintenance shall be maximized and time to perform maintenance work shall be minimized.

All equipment shall be designed for ease of maintenance and shall incorporate and/or include all necessary access doors, platforms, access walkways and ladders, lifting equipment, lighting, power, air, and water supplies.

3.1.10 Air Emissions

Bidder shall provide equipment that meets the proposed Emissions Guarantees utilizing combustion controls and post-combustion controls.

3.1.11 Greenhouse Gas Standards and Guidelines

Bidder shall identify its intended approach and associated costs to comply with the Greenhouse Gas Standards and Guidelines (GHG Rule) in its Proposal.

3.1.12 Equipment Sound Requirements

Bidder shall provide a noise map for the project representing the major noise sources and the sound power level for each source as well as the far-field noise levels surrounding the site.

3.2 Emissions Control Module Requirements

Bidder shall provide the required emissions control modules to meet the proposed Air Emissions Guarantees and the project air permit requirements for all operating conditions and at any ambient condition.

3.2.1 General

Bidder shall provide the following:

- Reactor for each generating unit with selective catalytic reduction ("SCR") catalyst and oxidation catalyst
- Spare space for additional SCR catalyst layers to maintain ammonia slip at less than 10 ppmvd @ 15 percent O_2 over the operating life
- Spare space for adding future oxidation catalyst layers
- Aqueous ammonia mixing section, injection piping, injection ports, and dosing/static mixers
- 19 percent aqueous ammonia vaporization skid, including:
    - Two (2) 100 percent pumps
    - Blowers
    - Control modules
    - All provisions to regulate the flow of aqueous ammonia to the injection system
    - Valves, instrumentation, and controls for 8+ day purge credit in accordance with NFPA 37 and 85
- SCR control panel with human machine interface ("HMI") screen
- Catalyst systems with a maximum variation in flue gas velocity across the face of the catalyst of +/- 15 percent RMS of the average free stream velocity
- Reactor housing with catalyst removal/loading hatch, access doors, space on platforms to accommodate catalyst removal and installation, and permanent access provisions

3.2.2 Catalyst Warranty

Bidder shall obtain a sixty (60) month warranty, starting after achievement of Substantial Completion, for the SCR catalyst and the oxidation catalyst.

3.2.3 Purge Air System

Bidder shall provide a purge air system suitable for the generating unit. At a minimum, the purge air system shall be designed to ensure compliance with NFPA requirements.

3.3 QUALITY ASSURANCE AND SAFETY

3.3.1 RICE Equipment Supplier Qualifications

RICE equipment supplier shall be ISO 9000 certified.

3.3.2 Safety

The RICE equipment and all scope of supply shall comply with the applicable federal OSHA regulations defined in 29 CFR 1910 and all relevant safety and health regulations in the state where the proposed project is located.

Prior to the shipment of the RICE equipment, the RICE equipment supplier shall ensure that all safety measures and protective devices function as intended.

4 WIND TECHNICAL REQUIREMENTS

This section contains the requirements for wind generation project design and installation. The wind project design and installation shall meet the minimum requirements established in these Technical Requirements.

4.1 GENERAL DESIGN CRITERIA

The Bidder shall be responsible for establishing the job site design criteria in accordance with the following requirements and providing this information to NorthWestern.

4.1.1 Operability

Bidder must configure the ramp rate for the project such that it will not generate energy at a rate that increases greater than ten (10) MW per minute. For projects over 150 MW in size, the ramp rate must be limited to less than 7.5% of the installed project capacity, in MW, per minute.

4.1.2 General Layout

Wind generating system layout shall be designed by Bidder to meet the target generation capacity and performance requirements. Bidder shall determine the optimum wind turbine generator ("WTG") layout considering wind access buffer, and WTG-to-WTG spacing and setbacks in order to minimize energy losses and provide the forecast annual generation defined in the Agreement.

The placement of WTG shall adhere to all site setback requirements as well as those specified by the local authority having jurisdiction ("AHJ"). At a minimum the turbine towers shall be placed no closer than 550 feet from the edge of public road rights-of-way.

No turbines, towers or associated facilities shall be located in public waters or wetlands. However, electric collector and feeder lines may cross or be placed in public waters or public water wetlands subject to DNR, FWS and/or USACE permits.

Placement of meteorological towers shall adhere to all setback requirements specified by the AHJ. They may be placed no closer than 250 feet from the edge of road rights-of-way and from the boundaries of site (wind and land rights).

4.1.3 Noise Standard

Project must meet any applicable noise standards. Residential noise standard NAC 1, L50 50 dBA during overnight hours or less in accordance with local AHJ requirements. Setback distance calculated based on site layout and turbine for each residential receiver.

4.1.4 Aviation

No turbines, towers, or associated facilities shall be located so as to create an obstruction to navigable airspace of public and private airports in State or adjacent States and/or providences. Setbacks or other requirements determined in accordance with applicable state agencies and Federal Aviation Administration ("FAA") requirements will be adhered to.

The WTG shall be provided with appropriate obstruction lighting, including mounting assemblies, GPS controller, and photocell as required by the FAA and all other applicable codes and standards.

4.1.5 Extreme Expected Ambient Temperatures

All equipment, buildings, and devices shall be suitable for operation over the extreme job site ambient temperature range, including but not limited to an ambient temperature range between -40°F to 110°F with the full range of relative humidity. Bidder shall provide ambient condition range for the proposed site.

4.2 MAJOR EQUIPMENT – WIND TURBINE GENERATOR

The WTGs shall be procured based on verifiable criteria that are specific to the project and the site, including elevation, wind loads, turbulence intensity, shear, and seismic loads. Bidder is responsible for determining all relevant design criteria, including independent verification through project site-specific study as necessary.

4.2.1 Meteorological Equipment

Each nacelle shall be supplied with primary and secondary anemometers capable of measuring wind speeds. Anemometers shall be redundant and the WTG shall be capable of operating with only one anemometer available. Heaters shall be included for anemometers.

Each nacelle shall be supplied with primary and secondary wind vanes capable of measuring wind direction. The vanes shall be redundant and the WTG shall be capable of operating with only one vane available.

The supplied anemometers and wind vanes shall provide control and display data for the system.

A data logger shall be supplied that is compatible with the anemometers, wind vanes, and the WTG OEM SCADA system.

4.2.2 Lightning Protection

WTG shall be furnished with lightning protection designed in compliance with the requirements of IEC 61400-24 and IEC 62305.

4.2.3 Emergency Protection System

During power outages of any nature, the WTG shall have the ability to power down, feather blades properly, and orient the WTG appropriately to prevent damage by high winds. Tower, nacelle, and obstruction lighting back-up power shall be provided for personnel and equipment safety during power outages.

4.3 INSTRUMENTATION AND CONTROL SYSTEMS

[PLACEHOLDER]

5 SOLAR TECHNICAL REQUIREMENTS

This section contains the technical requirements for solar photovoltaic (PV) electric power generating, ground-mounted systems. A solar PV design and installation shall meet the minimum requirements established in these Technical Requirements.

5.1 GENERAL DESIGN CRITERIA

5.1.1 Operability

Bidder must configure the ramp rate for the project such that it will not generate energy at a rate that increases greater than ten (10) MW per minute. For projects over 150 MW in size, the ramp rate must be limited to less than 7.5% of the installed project capacity, in MW, per minute.

The solar PV installation shall be capable of remote dispatch including start/stop control and (AGC) load control, including being able to accept and respond to real and reactive power setpoints, from NorthWestern's dispatch center. The solar installation control system shall be capable of initiating response to a dispatch signal within 1 second of receipt of NorthWestern's dispatch signal.

5.1.2 General

For all job sites, solar resource shall be based on the hourly data contained in the Typical Meteorological Year (TMY3) file for the site location from the National Solar Radiation Database.

The solar PV project shall also meet or exceed the recommended performance specifications defined in Appendix A of the September 2018 NERC Reliability Guideline for BPS-Connected Inverter-Based Resource Performance and IEEE Standard 2800-2022 Sections 4.3 through Section 4.9 and Sections 5, 6, and 7, and for a Category B system as defined in IEEE 1547-2018 for a Distributed Energy Resource (DER) at the Point of Delivery.

5.1.3 Extreme Expected Ambient Temperatures

All equipment, buildings, and devices shall be suitable for operation over the extreme job site ambient temperature range, including but not limited to an ambient temperature range of -40°F to 110°F with the full range of relative humidity. Bidder shall provide ambient condition range for the proposed site.

5.1.4 Shading

Sites being considered should be composed primarily of land with 0% shading by trees, shrubs, plumes, adjacent buildings, or infrastructure components, but the Bidder shall be responsible for any required evaluations to determine any shading impacts on the project.

5.1.5 Design Life

The solar PV installation shall be designed for a minimum life of 30 years.

5.1.6 General Layout Requirements

The solar PV installation design and layout shall be designed to deliver the forecast annual generation included in the Agreement.

5.1.7 Protection

Intertie protection shall be provided by an SEL-700GT by Schweitzer Engineering Laboratories. Any other protective relays shall be microprocessor-based digital type. Protective relays shall be time synchronized to the sequence of event recorders and digital fault recorders by the use of a dedicated system master clock.

5.2 INSTRUMENTATION AND CONTROL SYSTEMS

[PLACEHOLDER]

5.3 QUALITY ASSURANCE AND SAFETY

5.3.1 Solar Equipment Supplier Qualifications

Solar equipment supplier shall be ISO 9000 certified.

5.3.2 Safety

The solar equipment and all scope of supply shall comply with the applicable federal OSHA regulations defined in 29 CFR 1910 and all relevant safety and health regulations in the state where the proposed project is located.

Prior to the shipment of the solar equipment, the solar equipment supplier shall ensure that all safety measures and protective devices function as intended.

RFP Appendix C

(Reserved)

Revision 0

August 15, 2025

RFP Appendix D.1

Notice of Intent to Respond Form

Revision 0

August 15, 2025

APPENDIX D.1 – NOTIFICATION OF INTENT TO RESPOND

Bidder: _____

Bidder's Primary Contact Information

Name: _____

Title: _____

Address: _____

e-mail: _____

Phone: _____ Cell Phone: _____

Bidder's Intended RFP Participation

Upon initial review of the RFP, we intend to respond to the following RFP request(s). We reserve the right to change our selection prior to submittal of our RFP response.

	RFP Option	**Remarks**
☐	Intermediate ERAS Offer	
☐	Firm Capacity Proposal	

Certification

We are in receipt of NorthWestern's all-source RFP for capacity resources and will submit our Proposal by the Proposal Due Date. We further agree that we have read and will comply with the RFP requirements.

Name: _____ Title: _____

Signature: _____ Date: _____

Submit electronically to: NWPS-2025@aionenergyllc.com

RFP Appendix D.2

Safety Form

Revision 0

August 15, 2025

APPENDIX D.2 – SAFETY HISTORY

Provide historical Interstate Experience Modification Rate (EMR) for the three most recent years for all participants involved in the proposed Bidder team.

Name of Participant			
Year	EMR	EMR	EMR
2022			
2023			
2024			

Provide historical OSHA injury and illness data for the three most recent years.

	2022	2023	2024
Fatalities			
OSHA recordable incidents			
Lost workday incidents			
Total lost workdays			
Total hours worked			

Has an OSHA inspection been performed in the past five years?	☐ Yes ☐ No	Were any OSHA inspections in response to complaints?	☐ Yes ☐ No
Were any OSHA citations issued as a result of inspections?	☐ Yes ☐ No	If OSHA citations have been issued, describe below.	

Does your firm have a written safety program manual?	☐ Yes ☐ No	Does each field employee receive a safety manual?	☐ Yes ☐ No
Does your firm have a safety policy statement from an officer?	☐ Yes ☐ No	Does your firm have a disciplinary process for enforcement?	☐ Yes ☐ No
Does management set corporate safety goals?	☐ Yes ☐ No	Are subcontractors prequalified for health and safety performance?	☐ Yes ☐ No

Provide subcontractor safety prequalification criteria below.

RFP Appendix D.3

Form of RFP Nondisclosure Agreement

Revision 0

August 15, 2025

Nondisclosure Agreement

RFP for Capacity Resources

This RFP Nondisclosure Agreement ("*Agreement*") is dated effective as of the _____ day of August, 2025, by and between NorthWestern Energy Public Service Corporation d/b/a NorthWestern Energy, a South Dakota corporation with a place of business at 3010 West 69th Street, Sioux Falls, South Dakota 57108 ("*NorthWestern*") and [name], a [state] [type of entity] with a place of business at [address] ("*Bidder"*). As used in this Agreement, the party disclosing Confidential Information is the "*Disclosing Party*," and the party receiving the Confidential Information is the "*Receiving Party*."

WHEREAS, NorthWestern is soliciting proposals from qualified respondents pursuant to a Request for Proposals for Capacity Resources dated August 15, 2025 (the "*RFP*"); and

WHEREAS, participation in the RFP requires the sharing of proprietary and confidential information, and the parties wish to prohibit disclosure of the Confidential Information to third parties and restrict use to purposes related to the RFP;

NOW, THEREFORE, the parties agree as follows:

1. **Confidential Information**. "*Confidential Information*" is information the Disclosing Party delivers to the Receiving Party in written, oral, electronic or physical form that: (i) is not generally known to the public and concerns data, knowledge, processes, techniques, plans or similar information; or (ii) if tangible, is clearly marked as confidential or proprietary at the time of initial disclosure. Notwithstanding the foregoing, for the purpose of this Agreement, all information disclosed by NorthWestern as part of the RFP describing its network, system specific data, process and business plans appended to the RFP constitutes the Confidential Information of NorthWestern, and all information disclosed by Bidder as part of the RFP describing its pricing constitutes the Confidential Information of Bidder, even if not marked as confidential or proprietary.

   Confidential Information does not include: (i) information which is or becomes available to the public other than through the act or omission of the Receiving Party; (ii) information disclosed to the Receiving Party by a third party who did not obtain such information, directly or indirectly, from the Disclosing Party and who was not prohibited from transmitting such information to the Receiving Party; (iii) information rightfully in the prior possession of the Receiving Party; or (iv) information independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party.

2. **Use of Confidential Information**. Receiving Party agrees the Confidential Information will: (i) be used solely in connection with the RFP; (ii) be kept confidential and not disclosed to any third party, other than to Receiving Party's employees, consultants and advisors ("*Representatives*"), provided such disclosures are made only on a need-to-know basis and under confidentiality requirements consistent with those set forth in this Agreement; and (iii) be maintained using the same degree of care to safeguard the Confidential Information as Receiving Party uses for its own protected information, but

in no event less than reasonable care. Receiving Party is responsible for any breach of this Agreement by its Representatives.

Without the Disclosing Party's prior written consent, Receiving Party shall not disclose to any unauthorized third party the existence of discussions between the parties or any of the terms, conditions or other facts associated with the RFP.

3. **Authorized Disclosure**. The obligation not to disclose or use Confidential Information does not apply to information which is required to be disclosed: (i) by court order, subpoena or other legal process; (ii) by regulatory agency or otherwise in connection with an examination of either party's records by appropriate authorities; or (iii) otherwise as required by law. NorthWestern, as a public utility, is subject to regulation by the South Dakota Public Utilities Commission and the Federal Energy Regulatory Commission, and NorthWestern may submit information received as part of this RFP to support a regulatory proceeding. If a disclosure of Confidential Information pursuant to this paragraph is imminent, Receiving Party shall provide the Disclosing Party prior notice so that the Disclosing Party may object or seek a protective order. A Receiving Party that wishes to seek protected status for all or a portion of its Confidential Information must promptly inform the Disclosing Party and file a motion for protective order or other applicable pleading prior to any court or regulatory deadline. The parties agree to reasonably cooperate with each other in protecting the proprietary nature of the Confidential Information. In the event the Disclosing Party waives objection to disclosure, or a protective order or other remedy is not obtained, Receiving Party will furnish only that portion of the Confidential Information legally required to be furnished. NorthWestern reserves the right to use Receiving Party's information for resource planning purposes and may publicly disclose summary information in a form and manner that does not reveal the identity of the Receiving Party.

4. **Return or Destruction of Confidential Information**. Upon written request by the Disclosing Party, the Receiving Party shall return or destroy any and all Confidential Information and shall promptly destroy any and all notes or other written, printed or electronic material or information derived from the Confidential Information. Notwithstanding the foregoing, (i) Receiving Party is not required to return or destroy Confidential Information stored in electronic backup systems, provided such systems are not utilized to search or access the Confidential Information, and (ii) Receiving Party may retain one copy of Disclosing Party's Confidential Information in Receiving Party's files for audit and regulatory compliance purposes subject to the confidentiality obligations of this Agreement.

5. **Term and Termination**. Receiving Party's obligation not to use or disclose Confidential Information shall continue in effect for a period of two years from the date of this Agreement. This Agreement may be terminated by either party upon written notice to the other party. Notwithstanding any termination hereof, the obligations herein shall remain in full force and effect with respect to Confidential Information disclosed for the entire term of this Agreement.

6. **Remedies**. Receiving Party acknowledges that its breach of this Agreement could cause damage to the Disclosing Party and remedies at law may be inadequate to protect against

any actual or threatened breach of this Agreement. For this reason, the parties agree, without prejudice to any other rights and remedies otherwise available, that this Agreement may be specifically enforced by any court of competent jurisdiction through the grant of injunctive relief or restraining order. No failure or delay by Disclosing Party in exercising any right, power or privilege under this Agreement is a waiver thereof.

7. **No Warranties, Representations or Additional Obligation or Rights**. Disclosing Party makes no warranties or representations, express or implied, as to Confidential Information, including without limitation its accuracy or completeness. Nothing herein obligates either party to disclose any particular information. Additionally, nothing herein is intended to obligate or can be construed as obligating either party to any specific transaction or contractual arrangement (other than the obligation of confidentiality) unless and until definitive contractual agreements have been executed by the parties. Disclosure of Confidential Information under this Agreement is not a grant, directly or by implication, of any license or any other intellectual proprietary rights and does not create any agency or partnership relationship between the parties.

8. **Miscellaneous**. This Agreement shall be governed by and construed under the laws of the State of South Dakota without regard to its conflicts of laws principles. The venue for any dispute arising hereunder shall be in state or federal courts located within the State of South Dakota. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and may not be modified except in writing signed by a duly authorized representative of each party. The invalidity in whole or in any part of this document does not affect the validity of the remainder of the Agreement. This Agreement is binding upon and inures to the benefit of the successors and assigns of the parties. This Agreement may not be assigned by either party hereto without the express written consent of the other party, such consent not to be unreasonably withheld or denied. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which when taken together shall be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

NorthWestern Energy Public Service Corporation d/b/a NorthWestern Energy	**[Bidder Name]**
_____	_____
Name: _____	Name: _____
Title: _____	Title: _____
Dated: _____	Dated: _____

RFP Appendix E

RFI Log

Revision 0

August 15, 2025

Bidder						
Question No.	Date Submitted	Date Response Issued	Bidder	Document / Section Number	Question	Response
1						
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RFP Appendix F

Proposal Format and Contents

Revision 0

August 15, 2025

1 PROPOSAL FORMAT AND CONTENTS

1.1 INTRODUCTION

This Appendix outlines the content and format requirements for all Proposals submitted in response to this RFP in addition to the content identified in Section 6.3 of the RFP.

1.1.1 Executive Summary

The executive summary should briefly describe the Bidder, the project(s) or resource(s) that are part of the Proposal, the capacity amount, timing and term of the Proposal and key highlights of the pricing and terms of the Proposal.

1.1.2 Proposal Forms

Required Proposal forms will vary between PPA/ESA Proposals, B-T Proposals, APA Proposals and other Proposals. The required forms for each type of Proposal are identified in the Table of Contents of the RFP Instructions to Bidders. To the extent the full completion of any form requires additional information or clarification, please provide that information as an attachment to the form. Information provided in these forms will be a basis for determining compliance with the RFP requirements as well as performance guarantees associated with a potential Agreement. Electronic submissions shall include the completed forms in the native file format provided with the RFP.

Separate forms shall be submitted for each Proposal alternative offered by the Bidder.

1.1.2.1 PPA/ESA and B-T Supplemental Bid Information.

In addition to the Appendix G.1 Bid Forms for PPA/ESA offers and Appendix G.3 Bid Forms for B-T offers, as noted in the RFP Table of Contents, supplemental information for Proposals, at a minimum, must include the following, in the order and format identified, with each topic beginning on a separate page.

A. Description of the Bidder
B. Financial Information / Credit Quality
C. Project Team Organization and Resumes
D. Exceptions / Red-Line Markup to the applicable Appendix A Form Agreement/Term Sheet (provide in original, native file formats with tracked changes)
E. Contract Accounting / Project Financing Plan
F. Identification of all Pricing Terms
G. Project Description
H. Power Delivery Plan
I. Transmission Plan
J. Interconnection Plan / Interconnection Application Status
K. Cybersecurity Provisions and Specifications
L. Fuel Contracting Plan
M. Project Environmental Overview
N. Operations and Maintenance Plan (PPA/ESA offers only)
O. Contracting and Employment Plan

P. Environmental Permitting and Compliance Plan (considering current federal and local regulations)
   a. Bidders offering fueled resources must describe the intended methodology, costs, and any operational restrictions associated with compliance with the Greenhouse Gas Standards and Guidelines (GHG Rule)
Q. Corporate Environmental, Health, and OSHA Safety Records for the last three years
R. Exceptions / Red-Line Markup to Appendix B
S. For Projects to-be-built
   a. Equipment Description
   b. Development or B-T Experience (including listing of similar projects)
   c. Development and Project Implementation Schedule
   d. Real Property Acquisition Description and Plan
   e. Permitting Plan
   f. Project and Construction Execution Plan
   g. Community/State Reaction Assessment
T. Other Attributes

1.1.2.2 APA Supplemental Bid Information.

In addition to the Appendix G.2 Bid Forms for APA offers as noted in the RFP Table of Contents, supplemental information for Proposals, at a minimum, must include the following, in the order and format identified, with each topic beginning on a separate page.

A. Description of the Bidder
B. Financial Information / Credit Quality
C. Exceptions / Red-Line Markup to the Appendix A.2 Form Agreement/Term Sheet (provide in original, native file formats with tracked changes)
D. Identification of all Pricing Terms
E. Project / Equipment Description
F. Project Performance History / Test Results
G. Power Delivery / Transmission Plan
H. Interconnection Status
I. Cybersecurity Provisions and Specifications
J. Fuel Contracting Approach
K. Project Environmental and Permit Overview
L. Current Operations and Maintenance Structure
M. Historical Maintenance and Overhaul Activities
N. Corporate Environmental, Health, and OSHA Safety Records for the last three years
O. Other Attributes