



Request for Proposal for Apple/Android Mobile App Development

**Montana-Dakota Utilities Co., Cascade Natural Gas Corporation,
Intermountain Gas Company, and Great Plains Natural Gas Co.**

MDU, CNGC, IGC, GPNG
Request for Proposal – Apple/Android Phone App

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1. INTRODUCTION

1.1. Bid Proposals

Montana-Dakota Utilities Co., Cascade Natural Gas Corporation, Intermountain Gas Company and Great Plains Natural Gas Co. all collectively, from here forward, referred to as “MDU”, “the Company” or “the Companies” are requesting proposals from qualified entities to provide native mobile application design and development for the Apple/Android. This mobile application will involve development of features that are currently on MDU’s websites, with the addition of push notification and biometric passwords. Each Company will require a separate mobile application. Development of the mobile application will be completed with the understanding that MDU will offer input regarding design and use of APIs provided by MDU. The mobile application will be developed by the selected vendor, they will hand off ongoing support to the Company’s EIT team. All vendors submitting proposals must agree to comply with any state, federal or local government rules and regulations that apply. Persons or entities responding to this Request for Proposal (RFP) are, from here forward, referred to as “Respondents”.

1.2. Background

The Company provides utility services to more than 1,000,000 customers with operations in eight states. Montana-Dakota Utilities Co. generates, transmits and distributes electricity and distributes natural gas in Montana, North Dakota, South Dakota and Wyoming. Cascade Natural Gas Corporation distributes natural gas in Oregon and Washington. Intermountain Gas Company distributes natural gas in southern Idaho. Great Plains Natural Gas Co., a Division of Montana-Dakota Utilities Co., distributes natural gas in western Minnesota and southeastern North Dakota.

1.3. Purpose

The four utility companies expect to offer Apple/Android mobile phone users the opportunity to manage their utility accounts on their mobile device, thus encouraging a larger number of customers to enroll in the Company’s Online Customer Services. MDU’s primary objective is to increase on-time payments, enroll more users into automatic payment, and increase convenience for customers accessing key features. This RFP seeks to elicit responses from persons or entities with knowledge of and experience with mobile application development and use of API routines, protocols and tools.

1.1.1.MDU will accept Proposals from any qualified Respondent that has significant experience with mobile application design and development.

1.1.2.Price of development must be provided for all elements of the project.

2. BID SUBMITTAL

2.1. General Instructions

Respondents shall meet all the terms and conditions of the RFP to be eligible to compete in the RFP process. Respondents shall follow all instructions contained in the RFP, comply with criteria established in Section 3, and submit all relevant documents. Respondents shall clearly organize and identify all information submitted in their Proposals to facilitate review and evaluation. Respondents shall include with their Proposals any other information that may be needed for a thorough understanding or evaluation of their Proposals.

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Failure to include responses to, or descriptions of all items requested in the required format, may disqualify the company from further consideration. Prior to and through the Proposal submission, all correspondence and communications from the Respondent to MDU must be sent via the email address listed in Section 2.8.

2.2. Changes to RFP, Schedules, and Addenda

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

2.3. Schedule

The following schedule and deadlines apply to this RFP:

ACTIVITY	DATE*
Issue RFP	1/9/2020
Bidder's Conference	None
Notice of Intent to Bid Due	Please contact us for date
RFP Responses Due	Please contact us for date
Shortlist Notification	12/31/2020
Selection Process Complete	12/31/2020

* Dates may be advanced or delayed at MDU's sole discretion.

2.4. Bidder's Conference

MDU does not plan to hold a Bidder's Conference for this RFP. Questions regarding this RFP should be emailed 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 email a non-binding NOIB on or before 5:00 p.m. MST on 01/31/2020. The form for the NOIB is included in Exhibit 1 to this RFP.

2.6. Proposal Content and Submission Instructions

- 2.6.1. 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.

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2.6.2. All Proposal terms, conditions, and pricing should be valid through the completion of the selection process, currently planned for the close of business (0:00 p.m. MST) on 12/31/2020.

2.6.3. Respondents will be notified by 12/31/2020 if their bid has been selected for the short-list and further negotiation. This date may be advanced or delayed at MDU's sole discretion. Respondents with Proposals not selected for the short-list will be notified. None of the material received by MDU from Respondents in response to this RFP will be returned. All Proposals and exhibits will become the property of MDU, subject to the confidentiality provisions of Section 2.9.

2.6.4. MDU reserves the right to:

- Reject any or all offers and discontinue this RFP process without obligation or liability to any potential vendor,
- Accept other than the lowest priced offer,
- Award a contract based on initial offers received, without discussions or requests for best and final offers

2.7. Proposal Due Date

Complete Proposals, including all exhibits, must be received on or before 12:00 p.m. Mountain Standard Time, on 2/29/2020, to MDU's Official Contact as listed in Section 2.8 herein. Respondents shall submit one hard copy of the original Proposal as well as an email version to the Official Contact.

MDU 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.

2.8. MDU's Official Contact

The Official Contact for this RFP is listed below. All communications regarding this proposal to the Official Contact will be via email only.

MDU's Official Contact for this RFP is:

Mike Kingery, Manager, Scheduling, Support & Program Development
Montana-Dakota Utilities Co.
P. O. Box 7608
Boise, ID 83707-1608

Please send proposals to both of the following addresses:

E-mail address: Mike.Kingery@mdu.com

E-mail address: Carmen.Goicoechea@mdu.com

2.9. Selection Criteria

Award of the contract resulting from this RFP will be based on the most responsive vendor whose offer will be the most advantageous in terms of cost, functionality and other factors specified in this RFP.

The selection of the most highly qualified vendor will be based upon the following criteria:

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- Completeness of proposal submitted
- Direct experience and qualifications of vendor
- Information obtained from references
- Total project cost

2.10. Confidentiality

With each Respondent's Proposal, MDU will require all parties to sign the Confidentiality Agreement, contained in Exhibit 2 to this RFP. MDU will sign and execute the Confidentiality Agreement upon receipt from each Respondent. MDU 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.

2.11. Project Launch Plan

Respondent and the Company will mutually agree upon an appropriate launch plan including a timetable.

3. PROJECT REQUIREMENTS

MDU is seeking an experienced Vendor to provide immediate and ongoing product strategy, native mobile application design and development, User testing, application and cloud system support and administration, and other related ad hoc tasks and services as requested by MDU. Each Company will require a separate mobile application.

3.1. Executive Summary

Include a high-level synopsis of the Respondent's responses to the RFP. The Executive Summary should be a brief overview of the solution and should identify the main features and benefits.

3.2. List of Services

- 3.2.1. Include a list of services offered by the Respondent. The proposal shall clearly identify those services included in the costs proposal in response to this RFP.
- 3.2.2. Describe your approach to development of the Apple/Android mobile applications in detail. These should be mobile applications with an interactive feature set which includes, but may not be limited to:
 - Payment (ACH)
 - Payment history
 - Automatic Payment
 - Leveled Payment
 - Access to account balance
 - Access to statements (24 months history)
 - Download Statement of Account
 - Download Letter of Credit
 - Start/Stop Service
 - Transfer Service
 - Chat
 - Update customer information (email address, emergency contact, mailing address)

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- Statement analysis
- Usage graph
- Push Notifications
- Biometric Passwords
- Simulation tool of the Phone App (to assist Agents helping the customer)
- Write logs for all customer activity
- Read/write data to/from the MDU CIS (CC&B)

These features may change at the discretion of MDU.

3.2.3. Include an estimated timeline specifying the time required to develop and launch the mobile application.

3.2.4. Clearly explain the client support structure as it relates to supporting the Respondent's Proposal and this RFP.

3.2.5. Describe any unique features or technology that differentiate the Respondent from other companies.

3.3. Conditions of Service

3.3.1. Respondent will provide properly qualified personnel to support each area of expertise required to complete the Project, as outlined, during the entire engagement.

3.3.2. As required by MDU, Respondent will be prepared to provide additional services to support the services described in Section 3.

3.4. Technical

3.4.1. Describe the technical architecture for the proposed solutions. Identify any components that are provided by a third-party vendor.

3.4.2. Based on experience with other utility implementations, list the applications within a utility that your development will need to interface and the data you would need from each of these applications.

3.4.3. Do you require a specific file layout for any process/application or is each based on your client's requirements?

3.5. Security

3.5.1. Describe how user authentication and authorizations are handled in your solution.

3.5.2. Data Security. Proposal shall include a description of the data storage security to meet data security regulations and processes and procedures in the event of a security breach.

3.5.3. What security measures are in place to prevent unauthorized user access to either the system or the data?

3.6. Support

3.6.1. Describe how MDU staff will report and track issues early on, after product launch, prior to hand off to MDU's EIT team.

3.6.2. Describe your problem escalation process including prioritization and guaranteed response times.

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3.6.3. Describe the MDU resources (people, time, business areas) that will be needed to assist in design, development and pre-production User testing.

3.6.4. Describe any training will be provided to MDU staff.

MDU will consider all Proposals that meet the aforementioned requirements. MDU will evaluate the technical experience, reliability and cost of all proposals.

4. PROPOSAL FORMAT

It is the Respondent's responsibility to advise MDU's Official Contact of any conflicting requirements, omissions of information, or the need for clarification before Proposals are due. All correspondence and communications from the Respondent to MDU must be sent via email.

4.1. Respondent's Contact Information

Include at a minimum the Respondent's Contact's Full Name, Title, Work Phone Number, Email and Mailing addresses.

4.2. Respondent's Company Information

Include, at a minimum the Respondent Company's Full Name, Year Established, Headquarters (HQ) Location and Number of Years in business.

4.3. Client List

Include a short list of Respondent's mobile application development clients.

4.3.1. Client references. References must be submitted with the Respondent's Proposal. A complete and separate Client Reference Form must be provided for each reference (see Exhibit 3). The completed Client Reference Form(s) must be submitted with the Respondent's proposal.

4.4. Project Management

The Proposal shall include a description of the ability of Respondent to meet timelines listed in this RFP. Include project management methodology, staff (with contact information) and a description of how launch timelines will be met.

4.5. Table of Contents

List all sections, appendices, exhibits and attachments to the Respondent's Proposal in a Table of Contents ("TOC") starting on page 2 of the Proposal.

4.6. Exceptions

Respondent's exceptions to this RFP shall be included in the Respondent's Proposal as an exhibit titled 'Exceptions'. The Exceptions exhibit shall clearly identify the RFP reference and include both the source text as well as proposed alternate language for the section. The Respondent exceptions are not binding on the Companies until the Respondent's 'Exception' exhibit is reviewed and the Company's representative agrees to the changes in writing.

4.7. Acknowledgement of Disqualification

Respondent must include an acknowledgement that Proposals that do not contain all required information or do not fully reflect bid requirements may be disqualified at MDU's sole discretion.

4.8. Statement of Understanding

Respondent's Proposal shall include a statement of understanding related to all parts of the RFP.

4.8.1. Proposals shall include a statement of understanding related to section 2.3 of the Project Timeline portion of this RFP.

4.9. Pricing

Respondent shall include pricing for the project entirety. Price of development services, full implementation, training and short-term support. Provide a price schedule for all fees for these services. Include all one-time and ongoing fees, including minimums, related to the following:

- Application development/implementation/set-up
- Licensing fees
- Maintenance fees
- Consulting fees
- Fraud protection
- Technology

5. CONTRACT AND REGULATORY APPROVAL

5.1. General

The Respondent whose Proposal is selected will be responsible for acquiring and verifying that they are in compliance with all necessary licenses, certifications, and approvals required by federal, state and local government laws, regulations and policies. The Respondent shall be liable for all, and MDU shall not be responsible for any, of the costs that the Respondent incurs to prepare, submit and negotiate its Proposal, subsequent contract, and related activity.

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Exhibit 1 – NOTICE OF INTENT TO BID

Send by email to: Mike.Kingery@mdu.com and Carmen.Goicoechea@mdu.com

Date: _____

Our organization intends to submit a proposal in response to the Montana-Dakota Utilities Co. Request for Proposals for Apple/Android Phone App.

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

E-mail: _____

Alternate Contact: _____

Address: _____

Phone: _____

E-mail: _____

Project Description: _____

Authorized Company Representative Signature:

Exhibit 2 – CONFIDENTIALITY AGREEMENT

Montana-Dakota Utilities Co., Cascade Natural Gas Corporation, Intermountain Gas Company and Great Plains Natural Gas Co. all collectively, from here forward, referred to as “MDU”, “the Company” or “the Companies”, 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 selection of an Apple/Android Phone Application developer dated _____. During 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 relating to the RFP process. Proprietary Information shall also include this Mutual Confidentiality Agreement and the terms and conditions set forth herein.

A. In consideration of MDU 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, MDU 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) 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 MDU and its employees, representatives, consultants and counsel may be held by MDU and kept subject to the terms of this Agreement, or destroyed; and

CONFIDENTIALITY AGREEMENT (Cont'd)

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. MDU 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 on a non-confidential basis 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 consolidated vendor 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;

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 Apple/Android phone application development agreement without the prior written consent of the other;

6. This Mutual Confidentiality Agreement is governed by the laws of the State of North Dakota; 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: _____

Title: _____ Title _____

Exhibit 3 – Client Reference Questionnaire

Instructions

- A complete and separate Client Reference Form must be provided for each reference.
- Respondent must complete the first part of the Client Reference Form, filling in the information for Company (Respondent Company) Name, Company (Respondent Company) Address, and the Name of Project.
- A responsible party of the organization for which the services were provided (the Customer) must provide the reference information.
- The person providing the reference must sign and date the form.
- The Client Reference Form(s) must be submitted with the Respondent’s proposal.
- The Company may contact the reference to verify the information given within the Client Reference Form and within the proposal. If the Company finds erroneous information, this may negatively impact Respondent’s proposal.
- If all questions are not answered on the Client Reference Form, if information is missing, or if the form is not signed, points may be deducted, or the proposal may be rejected.
- If a proposal is submitted without a Client Reference Form, points may be deducted, or the proposal may be rejected.
- The Company reserves the right to use other known references for the project other than those provided by the Respondent.

Respondent Information

Company Name (Respondent):	Name of Project:
Company (Respondent) Address:	

Client Information

Organization Name (Client):	Organization Address:
Person Providing the Reference:	Title:
Phone Number:	Email address:
Reference Signature & Date:	

Client Reference Questionnaire (Cont'd)

The person providing the reference, as identified above, must provide the following information. This person must be a responsible party of the organization for which the work was performed. This person should have comprehensive knowledge about the project and the company's (Respondent) role and responsibilities within the project.

Your response will be used as part of the evaluation of Respondent's proposal.

- 1. Briefly describe the services provided by the company identified above as the Respondent.**

- 2. Rate each of the following concerning this company's performance using the ratings from 0 - 5 below:**
0 – Strongly Disagree 1 – Disagree 2 – Neutral 3 – Agree 4 – Strongly Agree
Rating

 A. This company provided the appropriate resources to the project.
 B. This company was knowledgeable in providing the services.
 C. The business relationship with this company was positive and cooperative.
 D. This company provided open, timely communications, and was responsive to our needs and requirements.
 E. I would choose to work with this company again.