



ALL-SOURCE REQUEST FOR PROPOSALS

April 21, 2023

Revision 01

VERSION LOG

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ABBREVIATIONS & ACRONYMS

Abbreviation/Acronym	Term
ATA	Asset transfer agreement
CEPP	Clean Electricity Performance Program
DA	Definitive agreement
FERC	Federal Energy Regulatory Commission
IRA	Inflation Reduction Act
IRP	Integrated Resource Plan
IURC	Indiana Utility Regulatory Commission
LCOE	Levelized cost of electricity
LCOS	Levelized cost of storage
LRZ	Local Resource Zone
MISO	Midcontinent Independent System Operator
MW MWh	Megawatt(s) megawatt hour(s)
OSHA	Occupational Safety and Health Administration
PPA	Power purchase agreement
RFP	Request for proposal
S&L	Sargent & Lundy LLC
UCAP	Unforced capacity

1. INTRODUCTION

Indianapolis Power & Light Company d/b/a AES Indiana (“AES Indiana”) is engaged primarily in generating, transmitting, distributing, and selling electric energy to more than 500,000 retail customers in Indianapolis and neighboring areas. AES Indiana’s service area covers approximately 528 square miles. AES Indiana is subject to the regulatory authority of the Indiana Utility Regulatory Commission (IURC) and the Federal Energy Regulatory Commission (FERC). AES Indiana fully participates in the electricity markets managed by the Midcontinent Independent System Operator (MISO). AES Indiana is a transmission company member of ReliabilityFirst. ReliabilityFirst is one of six Regional Reliability Councils under the North American Reliability Corporation, which has been designated as the Electric Reliability Organization under the Energy Policy Act. AES Indiana is part of the AES Corporation, a Fortune 500 global power company with a mission of accelerating the future of energy, together.

AES Indiana has contracted Sargent & Lundy LLC (S&L) to manage this Request for Proposal (“RFP”) process. S&L is an engineering consulting firm providing comprehensive engineering, energy business consulting, and project services for power generation and delivery systems. S&L will act as an independent third-party consultant on behalf of AES Indiana to execute the RFP and to evaluate proposals.

1.1 BACKGROUND AND PURPOSE

Every three years, AES Indiana submits an Integrated Resource Plan (IRP) to the IURC in accordance with Indiana Administrative Code IAC 170 4-7 to describe expected electrical load requirements, potential risks, possible future scenarios, and a preferred resource portfolio to meet those requirements over a forward-looking 20-year study period contingent upon analysis of key factors. The IRP is regarded as a guide for future resource decisions made at a certain point in time. Resource decisions, particularly those beyond the five-year horizon, are subject to change based on future analyses and regulatory filings. New resource additions, including supply-side and demand-side resources, will require regulatory approval.

The 2022 IRP was developed in an environment with unprecedented market changes that created new challenges for long-term planning. Issues such as the approval of MISO’s Seasonal Resource Adequacy Construct, the passage of the Inflation Reduction Act (IRA), volatile commodity prices for power and fuels, inflated costs for replacement resources, and scarcity within the NOx allowance market influenced the strategy and process for the AES Indiana 2022 IRP. The IRP included a stakeholder engagement process, in which AES Indiana hosted five public advisory meetings and five technical meetings to discuss the IRP process and request feedback from stakeholders.

The 2022 IRP identified the need for approximately 300 megawatts (MW) of winter capacity starting in 2025 due to MISO’s new Seasonal Resource Adequacy Construct. Further, the IRP identified the requirement

for energy resources in the amount of 500 – 1,000 MW. The purpose of this all-source RFP is to competitively procure energy and capacity commencing in the 2025-2026 MISO planning year.

Competitive proposals for energy and capacity available during the 2025–2026, 2026–2027, and/or 2027–2028 MISO Planning Years will be accepted for evaluation. AES Indiana will accept proposals with capacity ratings of no less than 50 MW and where energy storage is included, durations of no less than 2 hours. AES Indiana is interested in both Asset Transfer Agreements (ATAs) and Power Purchase Agreements (PPAs) for all viable replacement technologies to satisfy the capacity and energy requirements. PPA proposals will be accepted for durations between 5 and 30 years.

The MISO market incentivizes AES Indiana to plan for firm capacity. AES Indiana is also looking for projects that provide robust energy value as part of this RFP. AES Indiana will evaluate a project's energy value based how it may fit into future regulations and requirements including, for example, the proposed Clean Electricity Performance Program (CEPP), and further enhance reliability to customers.

1.2 RFP SCOPE OF SUPPLY

AES Indiana is issuing this RFP for energy and capacity generation resources, preferably within or connected to the AES Indiana service territory. Proposals will be accepted for all ranges of energy and capacity needs, including, but not limited to, thermal, nuclear, wind, solar, battery energy storage, hydrogen, geothermal, biomass, or such combination of energy and capacity technologies. AES Indiana will evaluate capacity resources based on the IRP needs and the MISO's Seasonal Resource Adequacy Construct. Proposed resources capable of delivering winter capacity per MISO's seasonal resource adequacy construct to the MISO Local Resource Zone (LRZ) 6 are preferred but competitive resources delivering capacity outside of LRZ 6 may also be considered.

1.2.1 ASSET TRANSFER AGREEMENT PROPOSAL

The generating facility and interconnection facilities must be located on land controlled by the Respondent, with land rights transferred to AES Indiana as part of the generation facility acquisition. The generating, and/or storage facility and transmission interconnection must be in conformance with MISO's various reliability agreements, procedures, protocols, and standards. Respondents are also encouraged to propose options through alternative financing or sharing of commercial risks that would reduce the cost to AES Indiana and its customers.

AES Indiana will consider proposals that transfer a facility at the development phase. For those proposals, Respondents shall, at minimum, have finished early phase development activities such as obtaining site control, performing feasibility studies, and initiating permitting and interconnection processes. AES Indiana will also consider proposals that transfer an existing operational facility.

Contract templates for Asset Transfer Agreements will be included in the RFP Appendix D through Appendix H. Additionally, a contract template for an existing Asset Transfer Agreement will be provided in the Appendix I.

1.2.2 POWER PURCHASE AGREEMENT PROPOSAL

A PPA, ranging from a minimum duration of 5 years to a maximum duration of 30 years, with a preference toward agreements with duration of 15 years or longer, shall include capacity, associated energy, and ancillary services from a renewable or thermal resource that can satisfy the required capacity and reliability criteria described herein. The generating facility and transmission interconnection must be designed and constructed in conformance with MISO's various reliability agreements, procedures, protocols, and standards. The Respondent will own and operate the facility and is responsible for the facility's development, permitting, financing, construction, operation, and decommissioning. The Power Purchase Agreement Contract Template will be provided in Appendix J.

1.3 GENERAL REQUIREMENTS

All proposals must be provided in the required format, outlined in Section 3, and otherwise conform to the content and other requirements of this RFP. S&L requests that all attachments, documents, schedules, etc. submitted as a part of a proposal be clearly labeled and organized in a fashion that facilitates straightforward documentation and review.

All proposed resources, including capacity and associated energy, will be certified as being (i) in full compliance with all applicable federal, state, and local laws and regulations, and requirements of MISO, North American Reliability Corporation, and ReliabilityFirst, and (ii) registered for full operation within the MISO capacity, energy, and ancillary services markets. Proposed capacity will be certified as qualifying to meet the MISO requirements for unforced capacity (UCAP) under Module E of the MISO Tariff.

Respondents may submit more than one proposal if they are identified separately in accordance with Section 4.6. The pricing contained in each proposal shall reflect compliance with all applicable federal, state, and local environmental laws and regulations currently in effect. S&L reserves the right to estimate the expected impacts of future environmental laws and regulations on Respondents' proposals. AES Indiana will not be responsible for any environmental costs nor expenses not expressly included in the pricing proposal provided by the Respondent. Similarly, AES Indiana will not be responsible for any costs or expenses incurred by or on behalf of the Respondent because of any change in law or regulation applicable to the Respondent or the resource or the sale of capacity and associated energy from the resource. Respondents are advised that prior to AES Indiana signing definitive documentation, the Respondent will be required to provide evidence of their ability to provide required credit support.

The location of proposed resources will be a crucial factor in evaluating the delivery risk associated with any proposal. Respondents must consider the following factors in any proposal submitted pursuant to this RFP:

- The physical delivery limitations of energy and capacity to the AES Indiana 138 kV load-serving transmission system.
- Resources must qualify as MISO internal generation. Those resources physically located outside the MISO territory and pseudo tied into MISO will not be considered in this RFP.
- Resources must be qualified to receive Zonal Resource Credits for MISO LRZ 6 consistent with MISO Planning Resource Auction. However, competitive Resources delivering capacity outside of LRZ 6 may also be considered.
- AES Indiana prefers resources with energy settled or directly delivered to the IPL.IPL node. If the IPL.IPL node cannot be achieved, Resources shall have energy settled to at least the Indiana Hub.
- Differences in congestion and loss cost components in the locational marginal price between the Resource Commercial Pricing node and the IPL.IPL node.
- Resources located in the general proximity of existing AES Indiana generating station location(s) and might benefit from the potential availability of future injection rights at these location(s) should indicate this possibility and briefly discuss changes to project requirements necessary to interconnect at the site and associated cost impacts to the proposal.

2. INSTRUCTIONS TO RESPONDENTS

2.1 COMMUNICATION

All questions or other communications regarding this RFP should be submitted via the RFP Question Form on the RFP website (<https://www.aesindiana.com/rfp-qa>). Questions submitted through the question form will be sent directly to AES Indiana’s consultant, S&L, for response. AES Indiana will not accept questions or comments in any other form.

This RFP and all subsequent revisions, including responses to questions and other supplementary information, will be available on the RFP website. Potential Respondents are responsible for checking the RFP website for subsequent updates, notices, and postings.

2.2 RFP SCHEDULE

Milestone dates for the RFP process are presented in Table 2-1. AES Indiana reserves the right to extend or otherwise modify any portion of this schedule at any time, or terminate this RFP process at its discretion at any time prior to contract execution without liability to any party. Any such changes will be posted on the RFP website.¹

Table 2-1 — RFP Milestone Schedule

Milestone	Date
RFP Released to Public	April 7, 2023
RFP Webinar	<u>May 3</u> , 2023
Respondent Clarification Submittal Deadline	5:00 p.m. CST May <u>16</u> , 2023
Respondent Proposal Submission Date	June 30, 2023
Conclusion of Phase I Evaluation Selection of Shortlisted Proposals	Q3 2023
Conclusion of Phase II Evaluation Selection of Proposals for Contract Negotiation	Q4 2023
Due Diligence and Negotiation Period	Q4 2023 – Q1 2024
Definitive Agreement(s) Executed with Selected Respondent(s)	Q2 2024

¹ <https://www.aesindiana.com/2023asrfp>

2.3 DEADLINE AND METHOD FOR SUBMITTING PROPOSALS

Proposals must be submitted in the complete name of the party expecting to execute any resulting definitive documentation with AES Indiana. The proposal must be executed by a person who is duly authorized to contractually bind the Respondent.

All proposals submitted in response to this RFP must be received no later than 11:59 p.m. Central Standard Time on the date shown in Table 2-1. Proposals received after the specified date and time will not be accepted and said proposals will be disqualified from further evaluation.

A link is provided on the RFP website for proposal submissions. Respondents will be required to include a contact name, email address, and company name. The uploaded documents will be automatically sorted by this information. Respondents may upload any number of documents but must use the same Designated Contact name (the RFP “Designated Contact,” as defined in Appendix C Schedule B), email address, and company name for each upload. Respondents will not be able to see or edit uploaded documents once submitted. The link will automatically expire after the submittal deadline date.

2.3.1 QUESTIONS AND INTERPRETATION OF RFP

Respondents shall submit any questions or clarification requests through the RFP Question Form on the RFP website.² Written responses to all submitted questions will be posted to the RFP website. S&L will not be responsible for other explanations or interpretations of this RFP. Questions will be accepted up to the clarification submittal date, identified in Table 2-1 as the Respondent Clarification Submittal Deadline. Respondents should check the RFP website periodically for updates and postings. Further, Respondents should refresh their browser cache in the event of website updates not being displayed. Please note that such questions will not be treated as confidential. Questions and answers that are posted on the RFP website will be scrubbed of any identifying information.

Respondents shall identify any conflicting statements, need for clarification, or omissions of pertinent data from this RFP through the RFP Question Form prior to the proposal due date. Any questions not resolved by the proposal submittal date identified in Table 2-1 shall be identified in the proposal and a statement made as to the basis of the unresolved question(s).

Respondents should under no circumstances attempt to contact AES Indiana or S&L employees directly, or outside of the guidelines set forth in this RFP and on the RFP website, with any matters relating to this solicitation. Such Respondents may be removed from consideration for this RFP.

² <https://www.aesindiana.com/rfp-qa>

2.3.2 PROPOSAL VALIDITY

All proposed pricing and terms and conditions must be open for acceptance by AES Indiana through the end of the second quarter of 2024 when definitive agreement execution with selected Respondent(s) is expected.

3. PROPOSAL SUBMISSION

AES Indiana or S&L shall not reimburse Respondents, and the Respondent is responsible for any costs incurred in the preparation or submission of a proposal(s), in agreement negotiations, and/or any other activity contemplated by the proposal(s) submitted in connection with this RFP. The information provided in this RFP or on AES Indiana's RFP website has been prepared to assist Respondents in evaluating this RFP. It does not purport to contain all the information that may be relevant to the Respondent in satisfying its due diligence efforts.

3.1 PROPOSAL COMPLETENESS CHECKLIST

Respondents understand that AES Indiana will rely on the representations contained in the Respondent's proposal in its evaluation and consideration of proposals submitted pursuant to this RFP. The Respondent further understands that its inability to substantiate and verify any such representations may result in the termination of further consideration and/or evaluation of its proposal. All such representations made in the proposal shall be true, accurate, and complete to the best of Respondent's knowledge and belief.

All Proposals must include the following minimum components in the order provided below in Table 3-1:

Table 3-1 — Proposal Completeness Checklist

Item	Description	RFP Location	Required For
Non-Disclosure Agreement (NDA)	Provide signed NDA with proposal submission	Appendix A	All Proposals
Credit Qualification / Performance Security	Provide Respondent's credit qualifications and ratings from major agencies, if available.	Appendix B	All Proposals
Certificate of Insurance	Provide Respondent's certificate of insurance	Respondent Provided	All Proposals
Schedule A - Proposal Completeness Checklist	All items in this checklist must be completed and submitted with every proposal in order to be considered for selection.	Appendix C	All Proposals
Schedule B - Project Assessment	Project details shall be summarized in Schedule B with references to supporting proposal documents.	Appendix C	All Proposals
Schedule C.1 - Asset Transfer Pricing Proposal	If submitting a proposal that utilizes an Asset Transfer Agreement (ATA), complete the pricing proposal in Schedule C.1. The costs must be inclusive of all requirements outlined in the form.	Appendix C	ATA Only
Schedule C.2 - PPA Pricing Proposal	If submitting a proposal that utilizes a Power Purchase Agreement (PPA), complete the pricing proposal in Schedule C.2. The pricing rates must include all costs for delivery of the	Appendix C	PPA Only

Item	Description	RFP Location	Required For
	purchased power with confirmation statements completed in the included table.		
Schedule D - Renewable Energy Production Forecast	For solar projects, provide the projected energy production in an 8,760 format, indicating the forecasted P10, P50, and P90 values. For wind projects, provide the annual forecasted P50 production for each year of the expected life of the project.	Appendix C	All Renewable Proposals
Schedule E.1 - Performance, Energy Storage	For energy storage proposals, whether an asset transfer or PPA, complete the guaranteed performance in Schedule E.1.	Appendix C	All Energy Storage Proposals
Schedule E.2 - Performance, Thermal Resource	For thermal resources, whether an asset transfer or PPA proposal, the guaranteed performance in Proposal Data Forms, Schedule E.2 shall be completed. The guaranteed values shall account for long-term performance degradation.	Appendix C	All Thermal Resource Proposals
Schedule F - Major Equipment Suppliers	For all proposals, Respondents shall indicate the anticipated suppliers, models, and countries of manufacture for major equipment by completing the form in Schedule F. Respondents shall also include relevant assumptions with respect to procurement such as <ul style="list-style-type: none"> - applicable import tariff with respect to country of origin - any applicable import restriction - the outcome of any applicable trade cases. 	Appendix C	All proposals
Schedule G - Relevant Project Experience	For all proposals, Respondents shall complete Schedule G to provide information related to prior relevant development experience.	Appendix C	All Proposals
Schedule H - Project Permitting Plan	Provide the current status of all required and applied for permitting for the proposed project.	Appendix C	All Proposals
Contract Template	Respondents shall provide a red-line markup of the contract agreement applicable to the proposed technology and contract type (ATA/PPA). The contract templates available include: <ul style="list-style-type: none"> - Solar Resource, ATA Contract Template - Solar & Storage Resource, ATA Contract Template - Wind Resource, ATA Contract Template - Wind & Storage Resource, ATA Contract Template - Standalone Storage, ATA Contract Template - Existing Asset, ATA Contract Template - PPA Contract Template 	Appendix D through Appendix J	All Proposals
Project Description	Provide a project description including but not limited to the following categories: <ul style="list-style-type: none"> - Project Overview and Technical Description - Project Technical Viability - Project Development Status - Respondent's Experience - Respondent's Financing Plan and Qualifications 	Respondent Provided	All Proposals

Item	Description	RFP Location	Required For
	<ul style="list-style-type: none"> - Existing Asset, ATA Contract Template - PPA Contract Template 		
Level 1 Project Schedule	Provide a Level 1 project schedule including all major project milestones on the critical path.	Respondent Provided	All Proposals
Procurement Plan	Provide a procurement plan including all major equipment relevant to the proposed project.	Respondent Provided	All Proposals
Letter of Community Support	Provide any letters or documentation of community support for the proposed project. An overview of the community impacts and assessment will be conducted in our Phase II evaluation, as detailed in Section 4.2 below.	Respondent Provided	All Proposals
Historical Safety/OSHA Records	Provide Respondent's or selected EPC's historical Safety/OSHA records.	Respondent Provided	ATA Only
Testing, Commissioning, & O&M Handover Plan	Provide relevant testing, commissioning, and handover plan for the proposed project.	Respondent Provided	ATA Only
Resource Performance Datasheets	Respondent to provide manufacturer datasheets for major equipment with performance characteristics and degradation profiles as applicable.	Respondent Provided	All Proposals
Proposal Evaluation Fee	Respondents may submit up to three proposals at no cost in response to this RFP. Respondents submitting more than three responses must submit a proposal evaluation fee of \$5,000 for each additional proposal submitted.	Respondent Provided	All Proposals

4. PROPOSAL EVALUATION

Respondent proposals will be evaluated in two phases:

- **Phase 1: Initial Qualitative and Pricing Evaluation**

Initial Screening of Proposals

- **Phase 2: Detailed Qualitative Evaluation of Screened Proposals**

Selection of Proposals for contract negotiations

Both evaluations will utilize the information supplied by the Respondent in the proposal data forms and contract templates contained in the appendices.

The Respondent must provide the information listed in the Proposal Completeness Checklist by the proposal submittal date, as noted in Table 2-1, to be included in the evaluation. The proposal evaluation process is described in the following sections.

Throughout the evaluation, AES Indiana will assess, in general terms, how much the Respondent's comments on the applicable agreement contract template, ATA or PPA, provided in the RFP impacts the likelihood that AES Indiana would be able to negotiate an acceptable agreement with the Respondent.

4.1 PHASE 1: INITIAL SCREENING OF PROPOSALS

The initial screening of proposals in Phase 1 will be performed by S&L according to an initial qualitative and initial pricing evaluation. The evaluation will consist of the following steps:

- Respondent has provided all information listed in the Proposal Completeness Checklist.
- Each proposal complies with the following RFP submission requirements:
 - Proposal consists of a project with the requirements outlined in this RFP.
 - Proposal has been received by the Proposal Submittal Date, as specified in Table 2-1.
 - Proposal has been submitted in the proper format, as specified in the RFP.
 - Proposal has been submitted in the complete name of the party expecting to execute any resulting agreement.
- Organize the proposals into groups according to the proposed technology and agreement type (ATA, PPA).
- Each proposal that passes the Proposal Completeness Checklist and RFP submission requirements will be qualitatively and quantitatively assessed. The assessment will be conducted based on the responses provided by the Respondent to the questions and the data forms included in the Appendices.
 - The initial qualitative score will be based on technical viability, development status, developer experience, and financing plan and qualifications, as detailed in Table 4-1.

- The quantitative assessment will be based on the calculation of the levelized cost of energy (LCOE) or levelized cost of storage (LCOS) for each proposal. The LCOE is defined as the present value of the estimated annual costs of a proposal or cost component of a proposal over the evaluation period divided by the equivalent present value of the energy (or capacity) that resource is estimated to produce over the same period. Levelized cost is expressed in \$/kWh or \$/kW-year. A score will be assigned to each proposal based on the score distribution detailed in Table 4-1.
- Following the Phase 1 scoring evaluation, proposals will be sorted according to the proposed technology groups and from highest to lowest score to facilitate the screening process prior to the Phase 2 detailed evaluation.

The Phase 1 scoring will be weighted as follows:

Table 4-1 — Phase 1 Scoring

	Category	Points Available
Initial Quantitative Evaluation	LCOE/LCOS Evaluation	500
Initial Qualitative Evaluation	Technical Viability	100
	Project Development Status	200
	Respondent Experience	100
	Financing Plan and Qualifications	100
Total		1,000

The Phase 1 pricing evaluation will consider the all-in costs that each proposal is expected to impose on AES Indiana's customers, to the extent that the evaluation team is able to quantify such costs. These will include:

- Annual debt service and equity returns on the initial capital costs of the asset
- Projected annual operations and maintenance and fuel costs, where applicable
- PPA charges, including pass through costs and fuel, where applicable
- Costs for required transmission reinforcements
- Costs for required distribution reinforcement
- System impacts including, but not limited to, impact on transmission transfer capability, and MISO capacity requirements and deliverability

During the screening process, S&L, on behalf of AES, may request additional information or clarifications from the Respondents. These requests, and any communications with a Respondent during the evaluation process, shall not be construed as contract negotiations. Requests made by S&L for additional information or clarifications will be in writing via email (AESI2023ASRFP@sargentlundy.com) and sent to the Respondent's Designated Contact (as defined in Appendix C - Schedule B). Respondents shall have three

business days from the transmission of each request to respond. Proposals with outstanding requests beyond the response period may be removed from consideration and further evaluation. During the Phase 1 evaluation process, all Respondents' identities will remain confidential and will not be disclosed to AES Indiana.

4.2 PHASE 2: SELECTION OF PROPOSALS FOR CONTRACT NEGOTIATIONS

The Phase 2 evaluation will refine the Phase 1 evaluation to perform a more detailed qualitative and cost effectiveness review of each proposal that advanced to Phase 2. The Phase 2 detailed pricing evaluation will include and reflect information received in response to any clarifying questions, interviews, site visits, and other due diligence. This detailed pricing evaluation will calculate each individual proposal's impact to AES Indiana's total portfolio Present Value Revenue Requirement (PVRR). The PVRR represents the ultimate cost of both energy and capacity from the resources contained in the proposals to the consumer. A proposal that demonstrates a negative PVRR is expected to have a downward impact on AES Indiana's total portfolio PVRR. This analysis will be used to estimate each proposal's economic impact relative to other proposals.

The Phase 2 detailed qualitative evaluation will consider the applicable criteria outlined below in Table 4-2:

Table 4-2 — Phase 2 Detailed Qualitative Criteria

Item	Category/Criteria ³
A	Technical Viability
B	Development and Schedule Risk
C	Construction Permitting Risk
D	Environmental Permitting Risk
E	Site Control
F	Environmental Impacts
G	Respondent's Experience
H	Financing Plan and Qualifications
I	T&D System Integration
J	Community Impacts and Acceptance
K	Public Perception Risk
L	Operations and Maintenance Plan
M	Fuel Supply Plan
N	Exceptions to Agreements

³ AES Indiana reserves the right to review and modify the criteria as necessary.

Item	Category/Criteria ³
O	Tax Credit Qualification Plan

The Phase 2 qualitative evaluation will refine the Phase 1 qualitative evaluation, using the information supplied by the Respondent in the proposal, data forms, and contract templates, considering the following criteria:

- **Technical Viability and Risk:** The evaluation team will review each proposal for conformance to the technical requirements in the RFP and the technical viability of the proposed technologies.
- **Development and Schedule Risk:** The evaluation team will assess the completeness and feasibility of the proposed project implementation and evaluate the likelihood of meeting the milestone dates and expected performance, as well, as the probability of future requirements for changes to the project design that could result in schedule or cost impacts.
- **Construction Permitting Risk:** The evaluation team will examine the Respondent's permitting plan and schedule and the subsequent likelihood that the Respondent can obtain required permits. This examination will include whether the Respondent has identified the relevant permits and approvals necessary for the construction and operation of the proposed project.
- **Environmental Permitting Risk:** The evaluation team will examine and consider the long-term environmental and operating risks associated with the proposed project technology.
- **Site Control:** Issues to be considered with respect to the project site include: whether the site is owned or leased (and for what term) by the Respondent or, if not, whether the Respondent has executed an option to lease/purchase; a Memorandum of Understanding ("MOU"); or a Letter Of Intent ("LOI") for the project site; and whether there are any significant issues that could prevent the Respondent from obtaining timely site control or beginning construction on the proposed site.
- **Environmental Impacts:** The evaluation team will assess the overall perceived impact on the environment, whether the project will likely result in potentially significant environmental impacts, and the degree to which said potential impacts can be satisfactorily mitigated. This will include an examination of any known sensitive environmental features, on or adjacent to, the site such as waterways, wetlands, floodplains, archaeology and architectural resources, historic properties, degraded ambient air quality, contamination, ongoing hazardous materials remediation, threatened and endangered species, airports, residences or other sensitive noise receptors, and a discussion of storm-resistant features and other reliability features to determine the suitability of the project at the proposed site location.
- **Respondent's Experience:** The evaluation team will evaluate the Respondent's experience, including any proposed contractors and subcontractors, and success in developing projects of a similar design, size, and complexity to the proposed project.
- **Financing Plan and Qualifications:** The evaluation team will evaluate the Respondent's proposed financing plan and experience in successfully financing projects of a similar size and complexity. The evaluation will also determine if the Respondent has any financing commitment for the project that will be provided by a creditworthy entity that is likely to be acceptable in form and substance to AES Indiana.
- **T&D System Integration:** The project's technical characteristics will be evaluated to identify those

projects that address AES Indiana's system needs as defined in this RFP as well as AES Indiana's Integrated Resource Plan. The evaluation team will assess risk to reliability (voltage control, reactive capability, protection coordination, frequency response, etc.) and deliverability to the AES Indiana 138kV system. The evaluation team will also evaluate proposals for potential issues related to the feasibility, timing, and cost that could affect the project's ability to interconnect to the system or meet the planned Commercial Operation Date.

- **Community Impacts and Acceptance:** The evaluation team will review the proposal for potential socioeconomic benefits or harm to the community. The committee will assess known community support or opposition of a Respondent's project including the Respondent's plan to manage community relations.
- **Public Perception Risk:** The evaluation team will perform a general review of the project for ongoing discussions with the community and possible community objections to the project's development.
- **Operations and Maintenance Plan:** The evaluation team will consider the Respondents operations and maintenance (O&M) plan, as applicable, including contract term, scope, experience, and pricing, as requested in Appendix C. The evaluation team will evaluate the proposed O&M plan and previous O&M experience in projects of a similar size and complexity.
- **Fuel Supply Plan (if applicable):** The evaluation team will assess the provided fuel supply plan in which Respondents are asked to provide the following information, as applicable, including contract term, fixed and variable costs, price escalation factors, quality of service (firm, secondary firm, interruptible), length of term of transport service and other factors that affect price or quality of service.
- **Exceptions to Agreements:** Respondents are asked to review the contract templates, located in Appendix D through Appendix J, and provide alternative contract language to any proposed exceptions. The evaluation team will review the proposed changes and alternative contract language to assess the number and extent of exceptions, the benefits and risks such exceptions impose on AES Indiana and the likelihood AES Indiana would be able to negotiate an acceptable agreement with the Respondent. The number, extent, and assessed impact of such exceptions will be a key criterion in the evaluation and subsequent ranking of any proposal submitted as part of the RFP response. It is expected that a good faith proposal will include at least a high-level notation of exceptions to the proposed contract template. Failure to note an exception will be considered by the evaluator as a general acceptance of that term. Should that prove not to be the case, the proposal may be removed from consideration during the negotiation phase.
- **Tax Credit Qualification Plan:** The evaluation team will review the provided tax credit qualification plan for the proposal to confirm it secures favorable tax treatment for the project.

Following completion of the Phase 2 qualitative and pricing evaluations, AES Indiana will select proposals to proceed with contract negotiations. However, selection of a proposal for contract negotiations shall not be construed as a commitment by AES Indiana to execute an agreement. During the negotiation and due diligence period, AES Indiana will conduct additional due diligence on the proposals which may include, but not be limited to, onsite visits, management interviews, environmental, legal and regulatory due diligence, detailed engineering assessments, and facility dispatch modeling.

4.3 PROPOSAL DATA FORMS

The evaluation will use the information supplied by the Respondent in the proposal data forms contained in the RFP Appendix C:

- Appendix C Schedule A – Proposal Completeness Checklist
- Appendix C Schedule B – Project Description
- Appendix C Schedule C.1 – Asset Transfer Pricing Proposal
- Appendix C Schedule C.2 – PPA Pricing Proposal
- Appendix C Schedule D – Renewable Energy Production Forecast
- Appendix C Schedule E.1 – Performance, Energy Storage
- Appendix C Schedule E.2 – Performance, Thermal Resource
- Appendix C Schedule F – Major Equipment Suppliers
- Appendix C Schedule G – Relevant Project Experience
- Appendix C Schedule H – Project Permitting Plan

Respondents shall make every effort to convey all requested details of their proposal(s) in the Appendix C data forms without references to other proposal documents. Supplemental documents may be provided, but all requested information should be transcribed into the form fields of Appendix C. If Respondent's entries in the proposal data forms do not agree with Respondent's supplemental documents, entries in the proposal data forms will govern. Incomplete proposal data forms required for a given proposal may be considered an incomplete proposal, even if the information is available in supplemental proposal documents. The following sections describe AES Indiana's requirements for the proposal content as they relate to ATA and PPA proposals.

4.4 ASSET TRANSFER PROPOSAL REQUIREMENTS

For asset transfer proposals, AES Indiana will only consider proposals for facilities with the following characteristics:

- The estimated remaining useful life must be 10 or more years.
- Resources must qualify as MISO internal generation. Those resources physically located outside the MISO territory and pseudo tied into MISO are not allowed in this RFP.
- Resources must be qualified to receive Zonal Resource Credits for MISO LRZ 6 consistent with MISO Planning Resource Auction.
- AES Indiana prefers resources with energy settled or directly delivered to the IPL.IPL node. If the IPL.IPL node cannot be achieved, Resources shall have energy settled to at least the Indiana Hub.
- Specific point(s) of interconnection including the type(s) of transmission service; AES Indiana requires NRIS service.

- Nodal economic analyses under base case for the 1st year, 5th year, and 10th year (for example, for 2025, 2030, and 2035 for the projects proposals targeting the 2025–2026 MISO Planning Year) under base case (n-1) and outage scenarios (n-1-1) must be performed to identify expected congestion impacts on energy production.
- Costs of any infrastructure costs required for fuel delivery shall be included.
- Costs of any property, state, and local taxes and tax abatements shall be identified and included.
- The facility must be complete and commercially operable and available during the 2025–2026, 2026–2027, or 2027–2028 MISO Planning Year.
- The acquisition date and title transfer must occur before the start of the 2025–2026, 2026–2027, or 2027–2028 MISO Planning Year and processes must be followed consistent with MISO Tariff and Business Practice Manuals to ensure Zonal Resource Credits qualify for the 2025–2026, 2026–2027, or 2027–2028 Planning Resource Auction.
- The asset must utilize a commercially viable technology.
- The operating and maintenance history for the last five years of operation, consistent with the information indicated in Appendix C, Schedules B, C.1, D, and E, shall describe (i) dates of maintenance events and findings based on original equipment manufacturer recommendations, (ii) service agreements and other contracts, (iii) outage reports, and (iv) awarded and seasonal accreditation values for UCAP and its relation to the indicated equivalent forced outage rate demand, installed capacity, and renewable energy production.
- Expected outages and approximate durations over the next 10 years of operation shall be indicated.
- Expected changes in future operating and maintenance, compared with the historical information provided, shall be explained.
- The fuel delivery history for the last five years of operation, consistent with the information indicated in Appendix C, Schedules B, C.1, and E, shall describe (i) fuel sourcing, (ii) fuel supply contract provisions, and (iii) fuel supply and storage infrastructure.
- Audited or unaudited financial statements including balance sheets, income statements, and cash flow statements for the proposed asset(s) for the past three years (if existing resource).
- Environmental and other permits must be assignable to AES Indiana and any operating limitations must be explained.
- Any identified environmental liabilities (e.g., potential site remediation requirements) shall be explained.
- Any material actions, suits, claims, or proceedings (threatened or pending) against the Respondent or involving the asset transfer shall be identified.
- The purchase price indicated in Appendix C, Schedule C.1 shall be inclusive of all costs associated with providing a completed generating asset whose full output will be accredited to the MISO LRZ 6, including transmission interconnection costs, studies, siting, permitting, construction, start-up, testing, and inventories. Terms of payment and interest during construction shall be identified.
- The financing plan indicated in Appendix C, Schedule B shall include either the Respondent's or guarantors' senior unsecured debt and/or corporate issuer ratings documentation from Fitch,

Moody's, and Standard & Poor's showing the name of the rating agency, the type of rating, and the rating of the Respondent or guarantor.

- Production forecasts for renewable energy facilities indicated in Appendix C, Schedule D and performance guarantees indicated in Appendix C, Schedule E shall be subject to performance tests and remedies such as liquidated damages to be negotiated with AES Indiana.
- AES Indiana does not prohibit Respondents from proposing transfer of a facility at the development phase. For those proposals, Respondents shall at least have finished early phase development activities such as obtaining site control, performing feasibility studies, and initiating permitting and interconnection processes, and provide evidence of such standing.

A contract template for an Asset Transfer Agreement will be included in the RFP, Appendix D through Appendix I. Respondent(s) with proposals selected for contract negotiation and AES Indiana shall use this contract template, along with any proposed changes and alternative contract language by the Respondent(s), as a basis for contract negotiations. Selection of a proposal for contract negotiations shall not be construed as a commitment by AES Indiana to execute an agreement. Execution of any agreement is contingent upon AES Indiana receiving all required regulatory approvals.

4.5 POWER PURCHASE AGREEMENT PROPOSAL REQUIREMENTS

AES Indiana will consider meeting its resource requirements through medium and/or long-term PPAs. AES Indiana will only consider PPAs that have a term of 5 to 30 years. AES Indiana prefers the PPA term to be 15 years or longer. For PPA proposals, AES Indiana will only consider proposals for facilities with the following characteristics:

- The estimated remaining useful life must be 5 or more years.
- The PPA term must be between 5 and 30 years.
- Resources must qualify as MISO internal generation. Those resources physically located outside the MISO territory and pseudo tied into MISO are not allowed in this RFP.
- Resources must be qualified to receive Zonal Resource Credits for MISO LRZ 6 consistent with MISO Planning Resource Auction.
- AES Indiana prefers resources with energy settled or directly delivered to the IPL.IPL node. If the IPL.IPL node cannot be achieved, Resources shall have energy settled to at least to the Indiana Hub.
- Specific point(s) of interconnection including the type(s) of transmission service (e.g., 50 MW NRIS and 25 MW ERIS) shall be identified.
- Nodal economic analyses under base case for the first year, fifth year, and tenth year (for example, for 2025, 2030, and 2035 for the projects proposals targeting the 2025-2026 MISO Planning Year) under base case (n-1) and outage scenarios (n-1-1) must be performed to identify expected congestion impacts on energy production.
- Costs of any infrastructure required for fuel delivery shall be included.

- Costs of any property, state, and local taxes and tax abatements shall be identified and included.
- The facility must be complete and commercially operable and available during the 2025–2026, 2026–2027, or 2027–2028 MISO Planning Year.
- The acquisition date and title transfer must occur before the start of the 2025–2026, 2026–2027, or 2027–2028 MISO Planning Year and processes must be followed consistent with MISO Tariff and Business Practice Manuals to ensure Zonal Resource Credits qualify for the 2025–2026, 2026–2027, or 2027–2028 Planning Resource Auction.
- The asset must use a commercially viable technology.
- The operating and maintenance history for the last five years of operation, consistent with the information indicated in Appendix C, Schedules B, C, D, and E, shall describe (a) dates of maintenance events and findings based on original equipment manufacturer recommendations, (b) service agreements and other contracts, (c) outage reports, and (d) awarded and seasonal accreditation values for UCAP and its relation to the indicated equivalent forced outage rate demand, installed capacity, and renewable energy production.
- The fuel delivery history for the last five years of operation, consistent with the information indicated in Appendix C, Schedules B, C, and E, shall describe (a) fuel sourcing, (b) fuel supply contract provisions, and (c) fuel supply and storage infrastructure, if applicable.
- Any operating limitations under environmental and other permits must be explained.
- Any identified environmental liabilities (e.g., potential site remediation requirements) shall be explained.
- Any material actions, suits, claims, or proceedings (threatened or pending) against the Respondent or involving the PPA shall be identified.
- The PPA pricing indicated in Appendix C, Schedule C.2 shall be inclusive of all costs associated with constructing and operating a completed generating asset for which full output will be accredited to the delivery point.
- The financing plan identified in Appendix C, Schedule B shall include either the Respondent's or guarantors' senior unsecured debt and/or corporate issuer ratings documentation from Fitch, Moody's and Standard & Poor's showing the name of the rating agency, the type of rating, and the rating of the Respondent or guarantor.
- Production forecasts for renewable energy facilities indicated in Appendix C, Schedule D and performance guarantees indicated in Appendix C, Schedule E shall be subject to performance tests and remedies such as liquidated damages to be negotiated with AES Indiana.

A contract template for a PPA is included in the RFP Appendix J. AES Indiana and the Respondent(s) with proposals selected for contract negotiation shall use this contract template, along with any proposed changes and alternative contract language by the Respondent(s), as a basis for contract negotiations. Selection of a proposal for contract negotiations shall not be construed as a commitment by AES Indiana to execute an agreement. Execution of any agreement is contingent upon AES Indiana receiving all required regulatory approvals.

4.6 PROPOSAL EVALUATION FEE

Respondents may submit up to three proposals at no cost in response to this RFP. **Respondents submitting more than three responses will incur a proposal evaluation fee of \$5,000 for each additional proposal submitted.** A proposal consists of a project with a single site and single point of interconnection. S&L will have sole discretion to determine whether a submission is deemed a single or multiple proposal. Generally, proposals with the same project characteristics (e.g., site, technology, size, etc.) but only offering a different structure (e.g., asset transfer or PPA) will be considered one proposal.

Respondents shall contact S&L at AESI2023ASRFP@sargentlundy.com for proposal fee payment instructions.

4.7 CREDIT TERMS AND CONDITIONS

The credit and commitment of any proposal will be a critical part of the proposal evaluation process. The Respondent must have a credit rating for its senior unsecured debt and/or corporate issuer rating of BBB- or higher for Standard & Poor's (or Baa3 or higher for Moody's or BBB- or higher for Fitch). If the Respondent is unrated or does not meet this minimum credit rating requirement, the Respondent may provide credit support from a corporate guarantor that meets the requirement, in the form of a letter of support. The Respondent may also provide credit support in the form of a letter of credit from any United States commercial bank(s) or financial institution(s) or a United States branch or subsidiary of a foreign commercial bank(s) or financial institution(s) having, or guaranteed or confirmed by an entity having, a long-term unsecured senior debt rating of any two of the following: (i) at least A3 or better by Moody's, (ii) at least A- or better by S&P or (iii) at least A- or better by Fitch.

As part of a final binding contract, and depending on the structure of the transaction, AES Indiana will further review the credit of the Respondent and the risk associated with the transaction to determine what, if any, additional credit requirements may be necessary to protect its ability to serve its customers in a reliable manner.

For an asset transfer proposal, the Respondent shall have the corresponding obligation to post definitive agreement (DA) collateral as determined in accordance with its proposal if selected for the definitive agreement phase of the RFP. DA collateral must be posted at the execution of the DA and will be in force until the transfer of title to AES Indiana for generating asset proposals.

For PPA proposals, successful Respondent(s) may be required to post operating collateral over the term of any PPA consistent with the terms and conditions of final agreements as negotiated between AES Indiana and the Supplier.

In each case, the collateral must be in the form of either: (a) a letter of credit or (b) cash. AES Indiana and

S&L reserve the right to require the Respondent to post DA collateral in an amount that exceeds the amounts listed herein as conditions warrant.

4.8 DEFINITIVE AGREEMENT COLLATERAL AND OPERATING SECURITY REQUIREMENTS

During the negotiation of the DA, AES Indiana and S&L will determine the required form of DA collateral the Respondent must satisfy at the execution of the DA (development security or maintenance security). The DA collateral to be posted will be dependent on the type of capacity asset reflected in the selected Respondent's proposal.

Capacity Asset	DA Collateral	Collateral Amount
New Generation Facility	Development Security	\$20.00/kilowatt at execution of DA
New Generation Facility	Development Security	\$75.00/kilowatt at regulatory approval
Existing Generation Facility	Maintenance Security	12 months expected total O&M expense

In addition, successful Respondent(s) may be required to post operating collateral over the term of any PPA consistent with the terms and conditions of final agreements as negotiated between AES Indiana and the Supplier.

Capacity Asset	Operating Collateral	Collateral Amount
PPA	Operating Security	Lesser of \$200/kW or 12 months expected revenues

4.9 RESERVATION OF RIGHTS

Nothing contained in this RFP shall be construed to require or obligate AES Indiana to select any proposals nor limit AES Indiana's ability to reject all proposals in its sole and exclusive discretion. AES Indiana further reserves the right to withdraw and terminate this RFP at any time prior to the proposal submittal date, selection of proposals, or execution of a contract. AES Indiana also reserves the right to solicit additional proposals it deems necessary and the right to submit additional information requests to Respondents during the proposal evaluation process. All final contracts will be contingent on IURC approval.

All proposals submitted to AES Indiana pursuant to this RFP shall become the exclusive property of AES Indiana and may be used by AES Indiana for any reasonable purpose. AES Indiana shall consider materials provided by the Respondent in response to this RFP to be confidential only if such materials are clearly designated as confidential. Respondents should be aware that their proposal, even if marked confidential, may be subject to discovery and disclosure in regulatory or judicial proceedings that may or may not be initiated by AES Indiana. Respondents may be required to justify the requested confidential treatment under the provisions of a protective order issued in such proceedings. If required by an order of an agency or court of competent jurisdiction, AES Indiana may produce the material in response to such order without

prior consultation with the Respondent.

This RFP shall not, by itself, give any right to any party for any claim against AES Indiana or any of its affiliates. Furthermore, by submitting a proposal, the Respondent shall be deemed to have acknowledged that AES Indiana and each of its affiliates assumes no liability with respect to this RFP or any matters related thereto. The Respondent acknowledges and agrees that AES Indiana may terminate this RFP at any time and for its convenience without liability to Respondents, its advisors, consultants, and agents. By submission of a proposal, the Respondent, for itself as well as for its successors and assignees (if any), agrees that, as between the Respondent and AES Indiana (or any of its affiliates), the Respondent is to be solely responsible for all claims, demands, accounts, damages, costs, losses, and expenses of whatsoever kind in law or equity, known or unknown, foreseeable, or unforeseeable, arising from or out of this RFP or its proposal.

AES Indiana reserves the right to modify this RFP for any reason and at any time.

4.10 CONTINGENCIES AND REGULATORY APPROVAL

Pursuant to the terms of the definitive agreement(s), the Respondent will agree to use its reasonable best efforts including, if necessary, providing data and testimony to obtain any and all state, federal, or other regulatory approvals required for the consummation of the transaction.

Approval by the IURC, MISO, and the FERC may be required before the transaction can be consummated between the selected Respondent and AES Indiana. As part of the regulatory process, responses to the RFP may be provided to parties who have executed a non-disclosure agreement/confidentiality agreement, specifically acknowledging that they are neither affiliated with any party responding to the RFP or serving as a conduit for any party responding to the RFP.

APPENDIX A. NON-DISCLOSURE AGREEMENT (NDA)

(see file AES Indiana Mutual Non-Disclosure Agreement)

APPENDIX B. CREDIT APPLICATION

AES Indiana requires credit support and security arrangements that will provide protection in the event that Respondent breaches or fails to perform under any agreement arising from this RFP. Performance security will address the risks, among others, associated with (i) Respondent's completion of a new Resource and Respondent's ability to deliver contracted Capacity and associated Energy by the scheduled delivery date; (ii) the ability of Respondent to deliver contracted Capacity and associated Energy from a new or existing Resource throughout the term of the contract and/or (iii) in the case of acquisition of a new or existing Resource, Respondent's post-closing indemnification obligations.

Respondent shall provide performance security upon execution of the applicable Power Purchase Agreement, Tolling Agreement or Purchase and Sale Agreement which shall remain in place throughout the duration thereof. The amount of the performance security will be negotiated and will be determined based upon the specific characteristics and the potential risk of contract default associated with Respondent's proposal. AES Indiana will consider performance security mitigating factors such as, but not limited to, subordinate liens on project assets and step-in rights. Respondents shall include in their proposals their proposed performance security and any mitigating factors.

Based on Respondent's credit quality and tangible net worth, the amount of the performance security will vary. Performance security must be provided in the form of cash or cash equivalents (U.S. dollars or U.S. government bonds) deposited with an issuer acceptable to AES Indiana (Deposits), an irrevocable standby letter of credit drawn on an issuer acceptable to AES Indiana (Letter of Credit), and/or a company guarantee (Guarantee) from an investment-grade rated entity (Guarantor), in each case, in a form acceptable to AES Indiana. AES Indiana may limit its maximum credit exposure to Respondents or their Guarantors. The credit limit in the table below shows the maximum unsecured credit that AES Indiana may apply towards Respondent's or Guarantor's total required Performance Security; however, AES Indiana reserves the right to amend its stated limits to factor in, for example, qualitative characteristics of the entities involved (such as tangible net worth considerations or placement on a credit ratings agency watch list), unforeseen industry conditions that can have a material impact on Respondent or its Guarantor(s) (e.g., the bankruptcy of one of its committed major suppliers), or other factors that place AES Indiana at additional contractual risk. A credit limit will be calculated for each Respondent or Guarantor based on the lower of the company's senior unsecured debt rating or corporate issuer rating set forth in the table. For nonpublic companies, AES Indiana will reasonably determine a credit score.

Credit Limit Table

Senior Unsecured Debt / Issuer Rating	Credit Limit
AAA+/Aaa to AA-/Aa3	\$50,000,000
A+/A1 to A-/A3	\$40,000,000
BBB+/Baa1 to BBB/Baa2	\$25,000,000
BBB/Baa2 to BBB-/Baa3	\$10,000,000
Below BBB-/Baa3	\$0

A minimum of twenty percent (20%) of the Performance Security must be provided in the form of Deposits and/or a Letter of Credit. The remaining Performance Security shall be in the form of one or more Guarantees, Deposits, and/or Letters of Credit. Performance Security in excess of the Respondent's Credit Limit shall be in the form of Deposits and/or a Letter of Credit. The credit limit table shall be recalculated, and the form of Performance Security adjusted based on Respondent's/Guarantor's most recent fiscal year end audited financial statements or within five business days of Respondent or AES Indiana becoming aware of any change in Respondent's/Guarantor's senior unsecured debt rating or corporate issuer rating.

APPENDIX C. PROPOSAL DATA FORMS

(see file *Proposal Data Forms*)

- Schedule A – Proposal Completeness Checklist
- Schedule B – Project Description
- Schedule C.1 – Asset Transfer Pricing Proposal
- Schedule C.2 – PPA Pricing Proposal
- Schedule D – Renewable Energy Production Forecast
- Schedule E.1 – Performance, Energy Storage
- Schedule E.2 – Performance, Thermal Resource
- Schedule F – Major Equipment Suppliers
- Schedule G – Relevant Project Experience
- Schedule H – Project Permitting Plan

APPENDIX D. ASSET TRANSFER AGREEMENT CONTRACT TEMPLATE - SOLAR RESOURCE PROPOSALS

(see file Asset Transfer Agreement Contract Template - Solar Resource Proposals)

**APPENDIX E. ASSET TRANSFER AGREEMENT CONTRACT
TEMPLATE - SOLAR PLUS STORAGE RESOURCE
PROPOSALS**

(see file Asset Transfer Agreement Contract Template – Solar plus Storage Resource Proposals)

APPENDIX F. ASSET TRANSFER AGREEMENT CONTRACT TEMPLATE - WIND RESOURCE PROPOSALS

(see file Asset Transfer Agreement Contract Template - Wind Resource Proposals)

**APPENDIX G. ASSET TRANSFER AGREEMENT CONTRACT
TEMPLATE – WIND PLUS STORAGE RESOURCE
PROPOSALS**

(see file Asset Transfer Agreement Contract Template – Wind plus Storage Resource Proposals)

**APPENDIX H. ASSET TRANSFER AGREEMENT CONTRACT
TEMPLATE – STAND-ALONE STORAGE RESOURCE
PROPOSALS**

(see file Asset Transfer Agreement Contract Template – Stand-Alone Storage Resource Proposals)

APPENDIX I. EXISTING ASSET TRANSFER AGREEMENT CONTRACT TEMPLATE

(see file *Existing Asset Transfer Agreement Contract Template*)

APPENDIX J. POWER PURCHASE AGREEMENT CONTRACT TEMPLATE

(see file Power Purchase Agreement Contract Template)