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**All-Source Informational Request for Proposal**



**Indiana Michigan Power**

**4/23/2021**

**All-Source Informational Request for Proposal**

**for**

**Power supply generation facilities, power purchase agreements, and demand  
resources**

**ISSUED  
4/23/2021**

**Responses due  
5/21/2021**

**prepared by**



**Siemens PTI Energy Business Advisory  
FAIRFAX, VIRGINIA**

**INDIANA MICHIGAN POWER  
ALL-SOURCE RESOURCE INDICATIVE RESPONSES  
REQUEST FOR PROPOSAL**

***Introduction***

Indiana Michigan Power (“I&M” or the “Company”) is issuing an Informational Request for Proposal (“RFP”) notice soliciting input from the marketplace regarding All-Source resource “indicative” responses (“response”) to inform its planning towards further diversifying its generation portfolio over the coming years.

I&M is beginning work on its next Indiana Integrated Resource Plan (“IRP”), a road map the Company updates every three years that is used as a planning tool to evaluate how it will meet customers’ energy needs using a diverse mix of power generation resources. The Company’s goal is an approach that balances affordability, reliability and sustainability for customers and stakeholders.

The latest filed IRP for I&M can be found at the following link:  
<https://www.indianamichiganpower.com/community/projects/irp/>.

**This is not a solicitation for formal proposals. Information obtained through this Informational RFP will be utilized as a key input for I&M’s 2021 IRP process. Future market participants are encouraged to provide the highest quality pricing and performance information possible as future resource actions will be evaluated and supported through a combination of I&M’s 2021 IRP and future RFPs to the marketplace.**

I&M is interested in assessing the current availabilities in the marketplace to provide the following:

- Existing generation facilities that, at a minimum, meet established industry-wide reliability and performance standards;
- Planned or in development generation facilities meeting developmental requirements for new or planned electric generation facilities;
- Existing or planned utility scale renewable resources, either stand-alone or paired with storage to support PJM Planning Years beginning 2025/26;
- Qualifying Facility (QF); and
- Distributed Energy Resources (minimum 1-MW) including:
  - Stand-alone Battery Energy Storage System (BESS)
  - Distributed Generation
  - New Load Modifying Resources (LMR) and Demand Response (DR):
    - New LMR/DR offered by a supplier should meet LMR/DR requirements for participation in PJM as a demand-side resource, including any future changes to PJM’s requirements for LMRs/DRs
    - New LMR/DR’s are required to be from an I&M customer and within the I&M electric service territory.

The Company will consider responses for existing, planned, or in development Build, Own, Transfer (“BOT”) and Power Purchase Agreements (“PPA”) with a minimum term of 20 years.

This RFP does not constitute a commitment that I&M will take action in this matter, nor will I&M be responsible for costs incurred in responding to this RFP.

Responses should be from resources that qualify as a PJM Interconnection, LLC (“PJM”) internal resource or with physical deliverability to PJM. There is a preference for resources located in Indiana or Michigan. Responses may be from existing generating resources or from proposed resources that support the following timing:

- EOY 2022 for PJM Planning Year 2023/24 (no Renewables)
- EOY 2023 for PJM Planning Year 2024/25 (no Renewables)
- EOY 2024 for PJM Planning Year 2025/26
- EOY 2025 for PJM Planning Year 2026/27
- EOY 2026 for PJM Planning Year 2027/28
- EOY 2027 for PJM Planning Year 2028/29

In connection with this RFP, I&M has retained the services of an independent third-party consultant, Siemens PTI, to manage the RFP process and work with I&M to perform the quantitative and qualitative evaluations of all responses.

All respondents will directly interface with Siemens PTI for all communications including questions, RFP clarification issues, and submittal of a response. All correspondence concerning this RFP should be sent via e-mail to [imallsourcerfp.us@siemens.com](mailto:imallsourcerfp.us@siemens.com).

### **Submittal Contents**

For each commercial option, I&M requests a written response and informational term sheet that includes the following information:

- Project type: New, Existing, PPA
- Resource type: Dispatchable, Intermittent, Load Modifying/Demand Response and description
- Size: Capacity (MW) and Annual Energy (MWh)
- Location: Assumed RTO territory (PJM or MISO). I&M has a preference for Projects located in the states of Indiana or Michigan.
- Pricing: Proposed pricing and any assumed costs of interconnection to the electrical system and/or any transmission interconnection and system upgrades
- Statement on current interconnection status (if any)
- Statement of assumption that resource qualifies as a PJM internal resource with physical deliverability to PJM.
- Statement of experience in proposed resource development and/or operation

Please note that the forms included with this RFP should be populated and returned with response(s). Forms should be completed for each project response submitted.

Forms available for completion depending on product being offered:

- Dispatchable Resources; PPA – Dispatchable Form
- Renewable Generation; PPA – Renewable Form

- Build – Own – Transfer/ Asset Purchase; BOT\_AP Form
- LMR/DR Resources; DER Form

An executed NDA must be submitted with the response in the form included in Appendix “A”. After reviewing responses, I&M may request additional information from respondents to this RFP.

### **Schedule and Submission Instructions**

I&M requests written responses from interested parties no later than May 21, 2021. All response documents must be submitted to the RFP Manager via e-mail to [imallsourcerfp.us@siemens.com](mailto:imallsourcerfp.us@siemens.com).

Response must contain the following:

1. Informational Term Sheet, as described above
2. Appendix A: Non-Disclosure Agreement (NDA) in its present form
3. Appendix B: Response Data in Excel format

Please find below contact information for any further questions and inquiries:

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**APPENDIX A – NON-DISCLOSURE AGREEMENT**

## **NON-DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT (Agreement) is entered into as of the day of \_\_\_\_\_, 2021, between American Electric Power Service Corporation (AEPSC) and Indiana Michigan Power Company (I&M) having its headquarters and principal place of business in Fort Wayne, Indiana, and [\_\_\_\_  
\_\_\_\_\_, a [\_\_\_\_\_] corporation/limited liability company/partnership (the Company), (collectively, the Parties, and individually, Party).

### **RECITALS:**

A. The Parties intend to discuss and evaluate proposals regarding possible energy/capacity transactions that could be entered into between I&M and the Company, which discussions may include sharing of bid proposal information received from the Company during the competitive bid process administered by Siemens PTI on behalf of I&M (the Transaction).

B. The Parties acknowledge that each Party may make available to the other Party, from time to time, in connection with such discussions, certain Confidential Information, as defined below.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants hereinafter set forth, the Parties agree as follows:

1. Non-Disclosure. Subject to Section 4 below, the Party receiving confidential information (the Receiving Party) shall keep strictly confidential and not disclose the following:

(i) all information provided by the disclosing Party (Disclosing Party) or any affiliate, director, officer, employee, agent, advisor, contractor or other representative (individually, Representative, or collectively, Representatives) of the Disclosing Party to the Receiving Party or its Representative(s) in writing, orally or electronically in the course of the Parties' evaluation of the Transaction, whether before or after the date hereof, including, without limitation, any such information:

(A) concerning the business, financial condition, operations, products, services, assets and/or liabilities of the Disclosing Party,

(B) relating to technologies, intellectual property, or capital, models, concepts, or ideas of the Disclosing Party,

(C) including information from third parties that the Disclosing Party is required under applicable law, contract, or other agreement to keep confidential, or

(D) otherwise clearly identified as confidential or proprietary, including all bid proposal information received by the Receiving Party, during the competitive bid process for intermediate capacity being conducted by Indiana Michigan Power (collectively, the "Confidential Information"); and

(ii) the Disclosing Party's participation in discussions concerning the Transaction, including execution of this Agreement, the Disclosing Party's disclosures of Confidential Information to the Receiving Party or its Representative.

Receiving Party may disclose Confidential Information provided by the Disclosing Party to any Representative of the Receiving Party who needs this Confidential

Information to evaluate the Transaction. Receiving Party remains responsible for its Representative(s) compliance with the terms of this Agreement.

2. Use Restriction. The Receiving Party shall not use any Confidential Information of the Disclosing Party for any purpose other than for the Transaction or for regulatory proceedings and RTO/ISO studies and analyses, including for example, an Indiana Utility Regulatory Commission (IURC) or Michigan Public Service Commission (MPSC) proceeding in which information about the Transaction must be produced by Indiana Michigan Power to satisfy its evidentiary burden. In any such regulatory proceeding, study, or analysis, Receiving Party will take care to protect Confidential Information from public disclosure through redacted public filings and other similar measures available to Receiving Party to protect Confidential Information. Receiving Party will advise Disclosing Party as soon as practical, of any such use and the protections in place for the Confidential Information.

3. Exceptions to Confidential Information. Under this Agreement, Confidential Information shall not include information that: (i) is already in Receiving Party's possession at the time of disclosure, as documented by the Receiving Party; (ii) becomes available subsequently to the Receiving Party on a non-confidential basis from a source not known or reasonably suspected by the Receiving Party to be bound by a confidentiality agreement or secrecy obligation owed to the Disclosing Party; (iii) is or becomes generally available to the public other than as a result of a breach of this Agreement by the Receiving Party or its Representative; or (iv) is independently developed by the Receiving Party without use, directly or indirectly, of Confidential Information of the Disclosing Party. If only a portion of the Confidential Information falls under one of the foregoing exceptions, then only that portion shall not be deemed Confidential Information.

4. Required Disclosure. If Receiving Party or its Representative is required, pursuant to any applicable court order, administrative order, statute, regulation or other official order by any government or any agency or department thereof, to disclose Confidential Information, the Receiving Party shall:

(i) provide the Disclosing Party with prompt written notice of any such request or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy or protection and/or waive compliance with the provisions of this Agreement; and

(ii) reasonably cooperate with the Disclosing Party to obtain such protective order or other remedy. If Disclosing Party waives compliance with the relevant provisions of this Agreement or the Disclosing Party does not receive a protective order or other remedy or protection, the Receiving Party agrees to

(a) provide only that portion of the Confidential Information for which the Disclosing Party has waived compliance with the relevant provisions of this Agreement, or which the Receiving Party is legally required to disclose,

(b) use commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to such information, at Disclosing Party's expense, and

(c) give the Disclosing Party written notice in advance of any disclosure of Confidential Information.

5. Return or Destruction of Confidential Information. Either Party may terminate this Agreement with thirty days written notice. Additionally, at any time for any reason, upon the written request of the Disclosing Party, the Receiving Party and its Representative(s) will promptly:

(i) deliver to the Disclosing Party all original Confidential Information (whether written or electronic) furnished to the Receiving Party by or on behalf of the Disclosing Party, and



(ii) destroy any copies of such Confidential Information (including any extracts there from) if specifically requested by the Disclosing Party, with Receiving Party allowed to retain one archival copy of the Confidential Information in strict confidence for purposes of record retention and compliance or as otherwise required by applicable laws. If the Disclosing Party requests written proof, Receiving Party shall cause a duly authorized officer to certify in writing to the Disclosing Party that the requirements of the preceding sentence have been satisfied in full.

Regardless of the status of discussions regarding the Transaction and any request for return or destruction of Confidential Information, the Receiving Party will continue to be bound by terms of this Agreement.

6. Term. This Agreement is effective as of the date first written, above. It will terminate one (1) year after its effective date unless extended for additional one year terms by agreement of the Parties. If this Agreement is terminated during a term by either Party providing a termination notice pursuant to Section 5 above; the non-disclosure and use restriction obligations for Confidential Information under this Agreement shall survive any termination and remain in effect for the longer of (i) five (5) years, or (ii) such period during which any Confidential Information retains its status as a trade secret or qualifies as confidential under applicable law.

7. Miscellaneous.

(a) The Parties acknowledge and agree that unless and until a definitive agreement with respect to the Transaction has been executed by the Parties, no Party shall be under any legal obligation of any kind whatsoever to the other Party with respect to the Transaction, except as expressly provided in this Agreement.

(b) Receiving Party acknowledges that the Confidential Information is and at all times remains the sole and exclusive property of the Disclosing Party and that the Disclosing Party has the exclusive right, title, and interest to its Confidential Information. No right or license, by implication or otherwise, is granted by the Disclosing Party as a result of disclosure of Confidential Information hereunder. Each Party reserves the right at any time in its sole discretion, for any reason or no reason, to refuse to provide any further access to and to demand the return of the Confidential Information. The Receiving Party agrees that the Disclosing Party and its Representatives (i) makes no warranty as to the accuracy or completeness of the Confidential Information; and (ii) shall have no liability to the Receiving Party or its Representatives resulting from the use of any Confidential Information.

(c) Neither this Agreement nor any right, remedy, obligation or liability arising hereunder shall be assigned by any Party (whether by operation of law or otherwise), and any such assignment shall be null and void, except with the prior written consent of the other Party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No provision of this Agreement shall create a third-party beneficiary relationship or otherwise confer any benefit, entitlement or right upon any person or entity other than the Parties.

(d) The Parties acknowledge and agree that no failure or delay by a Party in exercising any right or privilege hereunder shall operate as a waiver of that right or privilege. The provisions of this Agreement may be modified or waived only in writing signed by both Parties.

(f) This Agreement shall be governed by and construed in accordance with

the laws of the State of Ohio.

(g) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(h) Each Party acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Agreement by such Party and that the other Party shall be entitled to seek equitable relief, including seeking an injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this

Agreement, but shall be in addition to all other remedies available at law or equity.

(i) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes and cancels any prior agreements, representations, warranties, or communications, whether oral or written, between the Parties relating to the subject matter herein.

IN WITNESS WHEREOF, each Party hereto has executed this Agreement, or caused this Agreement to be executed on its behalf, all as of the day and year first above written.

Indiana Michigan Power Company:

By:

\_\_\_\_\_  
Name:

Title:

<company name>

By:

\_\_\_\_\_  
Name:

Title

## **APPENDIX B – RESPONSE DATA**