

2023 Request for Proposals

for Up To 140 MW

of New Biomass Generation

[_____ __, 2023]

Issued by Georgia Power Company
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Administered by Accion Group, LLC, acting as the Independent Evaluator
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Schedule of Defined Terms and Rules of Construction

This 2023 Biomass RFP uses the defined terms identified in this Schedule, or in the body of this 2023 Biomass RFP, and the rules of construction identified in this Schedule.

2019 Biomass RFP: The RFP issued on August 31, 2020, pursuant to the 2019 IRP Final Order.

2019 IRP Final Order: The Order from the 2019 Georgia Power Integrated Resource Plan as approved by the Commission in Docket No. 42310.

2022 IRP: The GPC 2022 Integrated Resource Plan as approved by the Commission in Docket No. 44160.

2022 IRP Final Order: The Order from the GPC 2022 Integrated Resource Plan as approved by the Commission in Docket No. 44160.

2023 Biomass RFP: This 2023 Request for Proposals for Up to 140 MW of New Biomass Generation.

AC: Alternating current.

Additional Security: A Letter of Credit posted by Generator if GPC has determined that Electric System improvement costs or interconnection costs beyond the POI are anticipated to be incurred to deliver the full output of the Facility to GPC's customers, which security GPC may draw upon in the event of an early termination of the PPA before Commercial Operation.

Affected System: An Electric System utility other than the Southern Company Transmission System or an electric facility owner that is impacted by Bidder's proposed interconnection.

Affected System Agreement: The agreement between a Winning Bidder and an Affected System reflecting the costs and obligations of each of them associated with any Affected System Upgrade.

Affected System Upgrade(s): Additions, modifications, or upgrades to an Affected System's Electric System that would be necessary for safe and reliable operation of the Electric System during parallel operation of the Facility, which additions, modifications, or upgrades will be constructed and owned by that Affected System.

Affiliate(s): For any specific Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person. When used with respect to any entity, "control" means the power to direct the management and policies of the entity, directly or indirectly, whether through ownership of voting securities, by contract, or otherwise. Each pro forma PPA assumes that the direct or indirect owner of 50% or more of the outstanding stock or other equity interest of a Person has "control" of such Person; the terms "controlling" and "controlled" have correlative meanings.

Ancillary Services: All commercial products other than electrical output that are produced by or related to the Project, including Electrical Products, Environmental Attributes, any other environmental or regulatory credits or allowances resulting from operation of the Project, and any other benefit GPC otherwise would have realized from or related to the Project if GPC rather than Generator had constructed, owned, or operated the Project. It is the Parties' intent that all such benefits and entitlements, in addition to electrical output, that flow to the owner or operator of the Project, whether existing as of the Effective Date or arising during the Term, belong to GPC at no additional cost to GPC. However, if a commercial product is not produced by the Project, Generator will not be required to acquire the commercial product in the market to comply with the PPA. For the avoidance of doubt, Ancillary Services do not include: (i) any federal, state, or local tax attributes arising from the ownership of the Project, including depreciation deductions; (ii) grants in lieu of investment tax credits or any similar financial payment or grant regarding the Facility or the metered electric energy output thereof; or (iii) the metered electric energy produced by the Project.

Annual Period(s): Any one of a succession of consecutive twelve-Month periods during the PPA Term, the first of which will begin on the first Day of the Month following the Delivery Commencement Date, except that if the Delivery Commencement Date is achieved on the first Day of a Month, the first Day of the first Annual Period is such date.

ASC: The FASB Accounting Standards Codification.

Avoided Energy Costs: For each hour of a given month, the amount, in dollars per megawatt-hour ($/MWh) that is equal to the avoided cost of generation on the GPC territorial system for each hour of such month.

Avoided Energy Costs can include the costs associated with avoided fuel costs, avoided variable O&M costs, avoided environmental compliance costs, and avoided transmission energy losses.

Bid: As more fully delineated in Part 6 (*Bid Submission Requirements*), each separate bid submitted into this 2023 Biomass RFP.

Bid Assignment: Defined in **Exhibit I** (*Bid Assignment Guidelines*).

Bid Fee: The non-refundable fee Bidder must submit with each Bid to defray costs of performing Bid evaluation.

Bid Due Date: The date and time specified for complete submission of Bids into this 2023 Biomass RFP, as shown in the Solicitation Schedule.

Bid Security: Security provided by Bidder for each Bid selected for the Competitive Tier, as further described in Section 4.3 *(Bid Security*).

Bidder: As applicable, each Person (along with its Representatives) contemplating submission of, or submitting, a Bid into this 2023 Biomass RFP.

Bidder Information: The ongoing status of any Bid or potential Bid, and any information submitted, exchanged, and discussed between the Bidder, the IE, and GPC (such exchanges and discussions to occur pursuant to the guidelines of this 2023 Biomass RFP and Commission Rules).

Bidders' Conference: The conference held for potential Bidders and interested parties to discuss the 2023 Biomass RFP process and the draft RFP Documents with GPC, Staff, and the IE.

Biomass: "Biomass material" as contemplated by Georgia law, O.C.G.A. § 48-8-3(83)(B) that is not an Excluded Material.

Biomass Addition Project: A Project to add and operate additional capacity for the generation of Renewable Energy fueled by Biomass to an existing and operational electric generating plant fueled by Biomass.

Certification: The certification GPC will seek from the Commission pursuant to O.C.G.A. § 46-3A-4 for each PPA to be entered into with a Winning Bidder pursuant to this 2023 Biomass RFP.

Commercial Operation: Defined in the applicable pro forma PPAs.

Commercial Operation Date (COD): The date on which the Facility achieves Commercial Operation. In a Biomass Addition Project, the Facility will not have achieved Commercial Operation until the Project has achieved Commercial Operation.

Commission: The Georgia Public Service Commission.

Competitive Tier: Bids that are selected for inclusion in the Competitive Tier after completion of the initial review of Bids, pursuant to Section 8.2 (*Initial Review of Bids*).

Confidential Information: Any business or technical information rightfully in the possession of either Party, which information derives actual or potential commercial value from not being generally known or readily ascertainable through independent development, or reverse engineering by Persons who can obtain economic value from its disclosure or use, and includes information furnished or disclosed to the other Party in connection with discussions leading up to execution of the PPA, including the PPA. Confidential Information must be designated in writing as confidential by Bidder contemporaneously with the supply of such information to GPC. Confidential Information does not include information that: (i) is or becomes publicly available other than as a result of a violation of this 2023 Biomass RFP or the PPA; (ii) was, at the time of the disclosure, already in GPC's possession; (iii) is disclosed to GPC by a third party who, to GPC's knowledge, is not prohibited from disclosing the information pursuant to any agreement with Bidder; (iv) GPC develops or derives without the aid, application, or use of the privileged or proprietary information; or (v) GPC is required to disclose pursuant to applicable law.

Contracted Capacity: With a New Greenfield Project, all of the capacity of the Facility to be provided pursuant to the PPA, and with a Biomass Addition Project, the incremental capacity to be added to an existing generating facility by the Project and provided pursuant to the PPA.

Creditworthy or **Creditworthiness:** A Person: (i) with an investment grade rating from at least two of the three Rating Agencies (i.e., the rating entities of S&P, Moody's, or Fitch) such that its senior unsecured debt

(or issuer rating if such Person has no senior unsecured debt rating) is rated at least (a) BBB- by S&P, if rated by S&P; (b) Baa3 by Moody's, if rated by Moody's; and (c) BBB- by Fitch, if rated by Fitch, respectively; and (ii) that has satisfactory and verifiable creditworthiness determined in GPC's sole discretion.

Dalton: Dalton Utilities, an ITS Participant.

Day: Any calendar day.

DC: Direct current.

Deficient Bid: Any Bid that fails to provide all requested information in accordance with this 2023 Biomass RFP.

Delivery Commencement Date: The Commercial Operation Date; except that the Delivery Commencement Date may not be more than nine Months before the RCOD. For the avoidance of doubt, if Commercial Operation occurs more than nine Months before the RCOD, the Delivery Commencement Date will be nine Months before RCOD.

Documents Page: The page on the IE Website where relevant documents described in this 2023 Biomass RFP are electronically available.

Eastern Time (ET): The time in the easternmost time zone of the United States, taking into account daylight savings time if it is in effect (i.e., Eastern Standard Time (EST) or Eastern Daylight Time (EDT), as applicable).

Economically Non-Competitive Bid: Any Bid that is complete and conforms to the requirements of this 2023 Biomass RFP but is identified as not being economically competitive with other Bids submitted into this RFP.

Effective Date: The date of full execution of the PPA by the later to sign of GPC or Winning Bidder.

Electric System: The network of electric generation, transmission, or distribution facilities owned or operated by GPC or other electric utilities.

Electrical Products: All electrical products produced by or related to the Contracted Capacity of the Facility, including spinning reserves, operating reserves, balancing energy, regulation service, ramping capability, reactive power, voltage control, frequency control and other ancillary or essential reliability service products. Electrical Products also include any benefit GPC otherwise would have realized from or related to the Contracted Capacity of the Facility if GPC rather than Generator had constructed, owned, or operated the Facility. The Parties intend that all such benefits and entitlements, in addition to electrical output, that flow to the owner or operator of the Facility (whether existing as of the Effective Date or at any time during the Term), will belong to GPC at no additional cost to GPC. For the avoidance of doubt, Electrical Products do not include any federal, state, or local tax attribute arising from ownership of the Facility, including any ITC, PTC, or depreciation deduction, or any grant in lieu of investment tax credits or any similar financial payment or grant with respect to the Facility.

Energy: The energy portion of the Renewable Energy delivered pursuant to the PPA to the Point of Delivery and does not include Environmental Attributes or Electrical Products produced by the Facility pursuant to the PPA.

Environmental Assurance: The environmental information and compliance documentation (*e*.g., prior, current/ongoing environmental studies, documents, assessments, surveys, corrective action plans, natural resource inventories) that Bidder must submit to GPC by the due date noted in the Solicitation Schedule after the Bid is selected for the Competitive Tier to confirm that Bidder, the proposed Site, and the ICF Site, if applicable, comply with the environmental standards required by applicable law and by GPC.

Environmental Attribute: (i) Any fuel-related, emissions-related, air quality-related, or other environmental-related aspect, claim, characteristic, benefit, credit, reduction, offset, savings allowance, efficiency, certificate, tag, attribute, demand reduction, or similar product or right (including all of those relating to greenhouse gases and all green certificates, green tags, renewable certificates, RECs, CO2 credits and Emissions Rate Credits and all those that otherwise arise or result from the Facility's generation of energy, and all those arising or resulting from the existence of the Facility): (a) howsoever titled and whether known or unknown; (b) whether existing as of the Effective Date or at any time during the Term; and (c) whether such Environmental Attribute has been certified or verified under any renewable standard; or (ii) any environmental benefit GPC otherwise would have realized from or related to the Facility if GPC, rather than

Generator, had constructed, owned, or operated the Facility, so long as such environmental benefit could be realized by Generator. For the avoidance of doubt, Environmental Attributes do not include any federal, state, or local tax attribute arising from ownership of the Facility, including any ITC, PTC, or depreciation deduction, or any grant in lieu of investment tax credits or any similar financial payment or grant with respect to the Facility.

Environmental Compliance Affidavit: The notarized affidavit, the form of which is found in **Exhibit D** (*Environmental Compliance Affidavit*), confirming that Bidder understands the requirement to comply with all legal environmental standards and requirements respecting the Site, Bidder's agreement to conduct further due diligence in consideration of the factors presented in **Exhibit C** (*Environmental Site Assessment Requirements*) if the Bid is selected for the Competitive Tier, and that Bidder will avoid, minimize, mitigate, and as appropriate, permit and obtain any required regulatory authorization for any environmental impact, as required under applicable federal, state, or local law, for the PPA Term.

Environmental Site Assessment: The necessary assessment conducted by Bidder prior to submitting a Bid that, at a minimum, contemplates the factors delineated in **Exhibit C** (*Environmental Site Assessment Requirements*).

Evaluation Team: The team preparing this RFP and reviewing Bids submitted in this 2023 Biomass RFP, as amended from time to time, the full participants for which are maintained on the Evaluation Team list available on the IE Website and filed with the Commission in Docket No. 44880.

Excluded Material: Any material that is not free of debris, foreign material, and contaminants. Examples of contaminants or unacceptable materials include: railroad ties, tires, metals (e.g., nails, screws, or chains), rocks or large soil particles, waste oil, farm chemicals, contaminated soil, demolition waste (other than untreated, unstained, and unpainted clean wood), treated wood, contaminated feedstock, paints, solvents and other preservative chemicals, and any material derived from these materials.

Facility: Facilities of the renewable electric generating plant described in **Exhibit E** (*Facility Description and Site*) of the applicable pro forma PPA found in **Exhibit J** (*Pro Forma PPAs*) located on the Site, but generally meaning, in the case of a New Greenfield Project, the new electric generating plant fueled by Biomass, and in the case of a Biomass Addition Project, the existing electric generating plant fueled by Biomass plus the increased capacity added by the Bid. In each case, the Facility includes the primary and auxiliary equipment and facilities installed at the Site necessary or used for the production, control, delivery, or monitoring of Energy or the extraction or collection of fuel. All equipment and facilities installed on Generator's side of the POI are considered a part of the Facility, except for those that constitute Interconnection Facilities.

FASB: The Financial Accounting Standards Board.

Finance Lease: Has the meaning set forth in ASC Topic 842, Leases, as issued and modified from time to time by FASB.

Firm Transmission Service: Transmission service that (i) has been procured and is held by a Generator under the applicable open access transmission tariff on each applicable Electric System for the delivery of Energy from the Facility or balancing authority area(s) to the Point of Delivery; and (ii) has a priority equal to the highest level of firm transmission service available to any Person on such Electric System from COD and through the remainder of the PPA Term.

Fitch: Fitch Ratings Ltd. or its successor. If Fitch ceases to exist or publish ratings, Fitch will mean a nationally recognized rating agency mutually agreed upon by the Parties.

GDPIPD: The Gross Domestic Product Implicit Price Deflator as reported in the Survey of Current Business published in January of each year for the annual escalation or de-escalation of the previous year, and revised afterwards, by the Bureau of Economic Analysis, United States Department of Commerce, Washington, D.C.

Generating Capacity: In the case of a New Greenfield Project, the Nominal Capability of the Facility, and in the case of a Biomass Addition Project, the Nominal Capability added to the existing electric generating plant by the Project, each as specified in pro forma PPA Part 1 (*Schedule of Defined Terms and Rules of Construction*).

Generator: A Winning Bidder who has executed a PPA with GPC.

Generator Guarantor: A Person who, at the time of execution and delivery of its Generator Guaranty, is Creditworthy and is an Affiliate of Generator, derives direct or indirect benefit from the transactions contemplated by the Agreement, and is otherwise an entity acceptable to GPC.

Generator Guaranty: A guaranty provided by guarantor that is substantially in the form of the Guaranty in **Exhibit G** (*Form of Guaranty*) of the pro forma PPAs.

Georgia ITS: The integrated transmission system in Georgia, which consists of electric transmission facilities (>40 kV) that are individually owned and maintained by participating utilities who jointly plan and operate through agreements among Georgia Transmission Corporation, GPC, MEAG Power, and Dalton.

Governmental Authority: As applicable to the specific Party, facility, or event, any federal, state, or local governmental or regulatory authority, administrative agency, commission, department, board, or court that has jurisdiction over such Party, facility, or event or with respect to this 2023 Biomass RFP or the PPA.

GPC: Georgia Power Company and any permitted successor or assign.

GSU: The generator step-up transformer, which is a device used to convert the Facility voltage level up to the interconnecting voltage level.

ICF Site: The land on which GPC's Interconnection Facilities will be located.

IE Website: https://gpcbiomass.accionpower.com.

Independent Evaluator (IE): Accion Group, LLC, who reports to the Commission, is under contract with GPC to oversee this 2023 Biomass RFP, and serves as the point of contact for all Bidders.

Interconnection Agreement: The agreement between Generator and the applicable Interconnection Provider containing terms and conditions governing the interconnection and parallel operation of the Facility with the Electric System.

Interconnection Facilities: The specific transmission or distribution line and substation facility additions or modifications that are owned by an Interconnection Provider and that are necessary to provide the physical electrical connection at the POI between the Facility and the Electric System.

Interconnection Limit: The maximum output amount contemplated or allowed by the Interconnection Agreement, which, for the avoidance of doubt, includes the coincident maximum amount contemplated for the Facility.

Interconnection Provider: The owner or operator of the Electric System responsible for providing transmission interconnection service to the Facility.

Interconnection Study: A study by the Facility's Interconnection Provider in which the provider studies the Facility's potential impacts on the Electric System or distribution system to determine the necessary Interconnection Facilities and Electric System improvements or Affected System Upgrades, the estimated related costs, and the schedule of construction for purposes of entering into an Interconnection Agreement, or in the case of a Biomass Addition Project, for purposes of amending an existing Interconnection Agreement.

ITS Participant: As used in this 2023 Biomass RFP, Georgia Transmission Corporation, MEAG Power, or Dalton and excluding GPC.

kW: Kilowatt alternating current (AC).

Letter of Credit: An irrevocable standby letter of credit that is: (i) substantially in the form set forth in **Exhibit F** (*Form of Standby Letter of Credit*) of the pro forma PPAs, (ii) is issued by a U.S. commercial bank or a U.S. branch of a foreign bank with total assets of at least ten billion dollars ($10,000,000,000) and having a general long-term senior unsecured debt rating of A minus or higher as rated by S&P, or A3 or higher as rated by Moody's, or A minus or higher as rated by Fitch, and (iii) is otherwise acceptable to GPC in GPC's sole discretion.

MEAG Power: Municipal Electric Authority of Georgia, an ITS Participant.

Moody's: Moody's Investors Service, Inc. or its successor. If Moody's ceases to exist or publish ratings, Moody's will mean a nationally recognized rating agency mutually agreed upon by the Parties.

MW: Megawatt AC, unless otherwise specified as megawatt DC.

MWh: Megawatt-hour AC.

New Greenfield Project: A Project for the construction and operation of a new electric plant for the generation of Renewable Energy fueled by Biomass.

Nominal Capability: The nameplate capacity of the Facility in the case of a New Greenfield Project, and in the case of a Biomass Addition Project, the incremental MW added by the Project to the existing electric generating plant.

Party or **Parties:** Either GPC or Bidder, or both.

Performance Security: Defined in Section 7.1 (*Generator Performance Security*) of the pro forma PPAs.

Person: Any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association, or Governmental Authority.

Point of Delivery: Either: (i) the POI, if a Facility is interconnecting to the Southern Company Transmission System or to the Georgia ITS; or (ii) the selected Southern Transmission Interface, if the Facility is interconnecting outside the STT.

Point of Interconnection (POI): The point at which the Facility is interconnected to the Electric System, as defined in the Interconnection Agreement with the applicable Interconnection Provider and as illustrated in **Exhibit E** (*Facility Description and Site)* of the pro forma PPAs.

PPA: Power purchase agreement entered into between GPC and the Winning Bidder.

Primary Beneficiary: Defined in ASC Topic 810, Consolidation, as issued and modified from time to time by FASB.

Profile: The Facility's hourly generation (MW AC; 8760 hours per Annual Period) in Eastern Standard Time (EST) and unadjusted for daylight savings time over the entire Term, and (i) at the high side of the GSU for a Facility interconnecting to the Southern Company Transmission System or the Georgia ITS, or (ii) delivered to the Southern Transmission Interface for a Facility interconnecting outside the STT. The 8760 values must be chronological hours beginning with the hour ending 1 a.m. EST, on the first Day of the proposed initial Annual Period. The 8760 hours for each Annual Period must reflect the output of the Facility and must include the estimated degradation of the output over each Annual Period.

Project: Either: (a) In the case of a New Greenfield Project, the design, engineering, construction, testing, and commissioning of the Facility and the ownership, operation, management, and maintenance of the Facility, all of which are reasonably expected to enable Generator to fulfill its obligations under the PPA or (b) in the case of a Biomass Addition Project, the design, engineering, construction, testing, and commissioning of such capacity addition to the existing biomass generation at the Facility and the ownership, operation, management, and maintenance of such capacity addition, all of which are reasonably expected to add such capacity addition to the existing Facility and enable Generator to fulfill its obligations under the PPA.

Projected Avoided Costs: The costs GPC would incur to provide the same service as would be provided by the proposed Project, as such is calculated pursuant to the RCB Framework approved by the Commission's 2022 IRP Final Order in Docket No. 44160.

Prudent Industry Practices: Any of the practices, methods, standards or acts engaged in or approved by a significant portion of the electric power industry in the United States that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known when a decision was made, could have been expected to accomplish the desired result, consistent with good business practices, reliability, economy, safety, and expedition. Prudent Industry Practices are not intended to be limited to the optimum practices, methods, or acts to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the United States electric power industry, with due regard for, among other things, manufacturers' warranties and applicable law.

Release List: The list comprising Bids that were found to be Deficient Bids, Economically Non-Competitive Bids, or were otherwise found to be non-competitive or non-compliant and that are no longer being considered for selection in this 2023 Biomass RFP.

Renewable Energy: The Energy delivered directly from the Facility, including all of the associated Environmental Attributes and Electrical Products, produced by the Facility, and in the case of a Biomass Addition Project, produced by the Nominal Capability added to the Facility by the Project.

Representative: When used with respect to a Party, collectively or individually (as the context indicates), such Party, its Affiliates, and any permitted successor or assign, and the directors, officers, employees, representatives, agents, contractors, or subcontractors of each of them.

Required Commercial Operation Date (RCOD): The date stated in Generator's PPA by which the Facility must obtain Commercial Operation.

Reserve List: The list of Bids that are not included on either the Short List or the Release List and that continue to be under evaluation with the potential of being moved on to the Short List if a Short List Bidder withdraws or is unable to proceed to PPA execution.

RFP: The 2023 Biomass RFP.

RFP Documents: The main body of the document setting forth the rules and requirements of an RFP, together with all attachments thereto.

RFP Issuance Date: The date the RFP is released via the IE Website following Commission approval of the RFP Documents.

RFP Target: The Renewable Energy sought through this 2023 Biomass RFP, as approved through the 2022 IRP Final Order.

S&P: Standard & Poor's Financial Services LLC, or its successor. If S&P ceases to exist or publish ratings, S&P will mean a nationally recognized rating agency mutually agreed upon by the Parties.

SCS: Southern Company Services, Inc., an Affiliate of GPC that performs services as agent for GPC.

Security Account: An account designated by GPC for the benefit of GPC, under the exclusive control of GPC, and free and clear of any lien (including the lien of any lender) of any Person or entity other than GPC.

Sensitive Environmental Features: Occupied habitat for Species of Special Concern, and unique habitats of conservation concern including wetlands, streams, springs, caves, sandhills, rock outcrops, and longleaf pine communities as recognized by resource conservation agencies.

Short List: The list of best Bids chosen for further evaluation and potential award of a PPA.

Site: Defined in **Exhibit E** (*Facility Description and Site*) of the pro forma PPAs.

Site Control: Defined in **Exhibit E** (*Form Site Control Affidavit*).

Site Control Affidavit: The notarized affidavit, the form of which is found in **Exhibit E** (*Form of Site Control Affidavit*), that affirms that Bidder has obtained site control of the Facility location for the Term of the proposed PPA.

Solicitation Schedule: The schedule for this solicitation provided in Section 1.1.1 (*Solicitation Schedule*) of this 2023 Biomass RFP, as revised in accordance with RFP terms and conditions, if applicable, the most current of which is maintained on the IE Website.

Southern Company Transmission System: The transmission system consisting of transmission facilities (>40 kV) owned by the regulated electric operating companies of Southern Company (i.e., Alabama Power Company, Georgia Power Company, and Mississippi Power Company), as such system may be modified or expanded from time to time, as well as any successor transmission system(s). For the avoidance of doubt, the Southern Company Transmission System does not include the Georgia ITS.

Southern Transmission Interface: A transmission interface between the Southern Company Transmission System and another Transmission System. For a Facility located outside the STT, the Point of Delivery will be at the selected Southern Transmission Interface identified in **Exhibit E** (*Facility Description and Site*) of Generator's PPA.

Southern Transmission Territory (STT): The Southern Company Transmission System and the Georgia ITS.

Species of Special Concern: Any species of plant or animal identified by a state or federal natural resource management agency as being in need of elevated conservation attention through legal protection, such as the federal Endangered Species Act (e.g., "Endangered," "Threatened," or "Candidate") or state-protected species legislation, or inclusion on a priority list within a State Wildlife Action Plan or similar document.

Staff: Staff members of the Georgia Public Service Commission involved in this 2023 Biomass RFP.

State DNR: The Georgia Department of Natural Resources.

Station Service: The energy that is used to serve the electrical requirements of the Facility and includes the transformer losses and line losses between the Facility and the Point of Delivery.

Stipulation: The stipulation agreed to by Staff and certain Intervenors in the 2022 IRP in Docket No. 44160 in resolution of the issues in such case and agreeing to GPC's supply side plan as modified therein, which was approved as amended by the Commission in the 2022 IRP Final Order.

Surety Bond: A bond issued by a Creditworthy Person or Person rated at least A- by AM Best, if rated by AM Best, that is substantially in the form of the Surety Bond available on the IE Website, and that is otherwise acceptable to GPC.

Term: Defined in Section 2.1 of the pro forma PPAs incorporated in this 2023 Biomass RFP by reference in **Exhibit J** (*Pro Forma PPAs*).

Transmission Provider: Any electric utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of Energy in interstate commerce and that provides transmission service.

Transmission Service Request (TSR): A request for Firm Transmission Service.

Transmission System: Collectively, the entire network of electric generating and transmission facilities, equipment, and other devices used for purposes of generating, transmitting, or receiving electric energy.

Variable Interest (VI): Defined in ASC Topic 810, Consolidation, as issued and modified from time to time by FASB.

Variable Interest Entity (VIE): Defined in ASC Topic 810, Consolidation, as issued and modified from time to time by FASB.

Winner's Fee: The fee assessed upon each winning Bid to cover a portion of the IE costs.

Winning Bidder: Each Bidder with a Bid selected from the Short List that has executed the appropriate pro forma PPA with GPC. Following PPA execution and Commission Certification, a Winning Bidder will be identified as "Generator" under the PPA.

Rules of Construction. In this 2023 Biomass RFP: (i) whenever the term "**include**," "**including,**" or "**e.g.**" is used, in connection with a listing of items included within, or as an example of, the prior reference, such listing will be interpreted to be illustrative only, and will not be interpreted as a limitation on, or as an exclusive listing of, the items included in the prior reference (e.g., "**include**" means "include, but is not limited to"; "**including**" means "including, without limitation"); and (ii) "**or**" means either or both (i.e., "A or B" means "A or B or both A and B"). Unless otherwise specified, a reference to a given agreement or document, and all the schedules, exhibits, appendices, and attachments thereto, will be a reference to that agreement or document as modified, amended, supplemented, or restated, and in effect from time to time. Defined terms may be singular or plural, as the context requires.

2023 Request for Proposals
For Up to 140 MW of New Biomass Generation

GPC issues this 2023 Biomass RFP to continue the expansion of renewable development for the benefit of GPC's customers. With the help of the Commission, GPC has advanced the development of renewable resources in the state of Georgia and has continued to grow one of the largest voluntary renewable procurement programs in the country.

On July 29, 2022, the Commission issued the 2022 IRP Final Order concerning the 2022 IRP. The 2022 IRP Final Order amended and approved the Stipulation to include the procurement by GPC of new biomass capacity and energy for its customers. In accordance with the 2022 IRP Final Order, this 2023 Biomass RFP seeks to procure up to 140 MW of new generation from Projects that are fueled by Biomass and have anticipated in-service dates in the June 2025 – 2029 timeframe.

PART 1. RFP SCHEDULE AND FRAMEWORK

1.1. RFP Solicitation Schedule

1.1.1. Solicitation Schedule. The Solicitation Schedule below outlines the activities to be conducted for this 2023 Biomass RFP. After consultation with the IE and Staff, GPC reserves the right to revise the Solicitation Schedule, as the IE, Staff, and GPC agree is necessary from time to time. The most current Solicitation Schedule will be maintained on the IE Website throughout the solicitation.

RFP Solicitation Schedule[1]	
Activity	**Due Date**
Draft RFP Documents posted to IE Website; Comment Period Opened Regarding Draft RFP Documents	Wednesday, February 1, 2023
Bidders' Conference (Webinar) Including Transmission, Interconnection, and Environmental instructions	Thursday, February 16, 2023
Final Comments Regarding RFP Documents Due to GPC; Comment Period Closed	Thursday, March 2, 2023
Final RFP Documents Filed for Commission Approval	Friday, March 10, 2023
Anticipated Commission Decision on RFP Documents	Tuesday, March 21, 2023
RFP Released via IE Website	Friday, March 31, 2023
Bids and Bidder's Fee Due (Bids must be electronically submitted by 12:00 PM (Noon) ET)	Friday, May 12, 2023
Competitive Tier Selection Date; Non-Competitive Bids Released	Monday, July 17, 2023

[1] The dates in this RFP Solicitation Schedule are tentative and subject to change from time to time as provided in RFP Section 1.1.1 (*Solicitation Schedule*) above.

RFP Solicitation Schedule[1]	
Activity	**Due Date**
Bid Security Due Date[2]	Monday, August 14, 2023
Environmental Assurance Package Due	Monday, September 25, 2023
Short List, Reserve List Determination and Notification	Tuesday, February 6, 2024
Contract Performance Security Due	Wednesday, March 27, 2024
Finalize and Execute PPAs; Reserve List Bids Released	Friday, April 5, 2024
File Executed PPAs for Certification with the Commission	May 2024
Tentative Certification Order by Commission*	July 2024
Required Commercial Operation Date for Resource(s) for June 2025 – 2029[3]	

**Determined by the Commission's Procedural and Scheduling Order, which is the order issued by the Commission setting the schedule to consider Certification of Winning Bidders' PPAs.*

1.1.2. Bid Due Date/Time. Each Bid must be submitted by 12:00 PM (noon) ET on the Bid Due Date as shown in the Solicitation Schedule. Each Bidder must electronically submit a completed Bid to GPC via the IE Website. Late Bid submissions will not be accepted. If submission of a Bid is not initiated by 10:00 AM ET on the Bid Due Date, such Person will not be allowed to begin the Bid submission process to ensure timely completion of the Bid and fair treatment of all Bidders. Each Bidder will receive an email acknowledgment for each Bid submitted.

1.2. Independent Evaluator

1.2.1. Purpose and Role of IE. GPC is utilizing the IE to oversee this 2023 Biomass RFP and serve as the point of contact for all Bidders. As provided in the 2022 IRP Final Order, the IE serves to maintain transparency and fairness in the RFP process, which helps to prevent claims of bias in the evaluation and selection of winning projects. The 2022 IRP Final Order requires GPC to retain an IE, who is selected by and reports to the Commission about carrying out its duties and assisting with the development and evaluation of GPC's RFPs.

1.2.2. The IE Website. The IE hosts a website that serves as the required forum for all RFP communication among GPC's Evaluation Team, all Bidders, and all interested parties, as set forth in GPC's Standards of Conduct developed in compliance with the Commission's Rules (Commission Rule 515-3-4-.04(3)(c)(3)). Any interested Person may only communicate with GPC, the IE, or Staff through the IE Website. Although not listed on the Evaluation Team List, if any Bidder directs questions regarding any RFP information to Staff, Staff will direct such Bidder to the IE Website to ensure all communications are documented and are treated consistently,

[2] Draft (unissued) Surety Bonds and Letters of Credit for Bid Bonds must be submitted for review and approval by the Evaluation Team at least 5 Business Days prior to this deadline. See Section 8.5.1 (*Draft Bid Security*) below.

[3] For Projects with a proposed in-service date in 2025, COD is required to occur between June 1 and November 30. For Projects with a proposed in-service date in 2026 through 2029, COD is required to occur between February 1 and November 30.

fairly, and transparently. If any Bidder attempts to make contact outside the process described in this RFP, such Bidder will be directed to the IE Website for all information and communication, and will be reported to the IE for a violation of this RFP requirement.

1.3. Standards of Conduct

1.3.1. All Bidders. GPC is committed to ensuring that not even an appearance of bias is created by communications between Evaluation Team members and any Bidder. Each Evaluation Team member, in furtherance of that aim and in compliance with the Commission's Rules (Commission Rule 515-3-4-.04(3), has acknowledged in writing the member's adherence to the Standards of Conduct governing the implementation of the 2023 Biomass RFP. A copy of the acknowledgement has been filed with the Commission. The Standards of Conduct provide that during the conduct of the 2023 Biomass RFP, no member of the Evaluation Team may have any direct or indirect contact or communications with any Bidder other than through the IE, until such times as a winning Bid is selected and negotiations with that Bidder for a final PPA have begun. The Standards of Conduct also provide that at no time during the conduct of the 2023 Biomass RFP may any information regarding the preparation and issuance of the RFP or any activities subsequently associated therewith be shared with any Bidder unless the precise same information is shared with all Bidders in the same manner and at the same time. Lists identifying the Evaluation Team members are on the Commission's website under Docket No. 44880 and on the Documents Page of the IE Website. Each Bidder is encouraged to review these lists and is prohibited from discussing this 2023 Biomass RFP and related documents with the Evaluation Team. Each Evaluation Team member has agreed in the Standards of Conduct to direct to the IE any Bidder that attempts to contact the member pertaining to the 2023 Biomass RFP, the RFP documents, the evaluation of Bids, or any related subjects. At the conclusion of the 2023 Biomass RFP, each Evaluation Team member is expected to execute an end-of-process acknowledgement of that member's compliance with the Standards of Conduct. Such acknowledgement and list of members of the final Evaluation Team will be filed with the Commission.

1.3.2. Affiliates of GPC. GPC will not accept any Bids from any of its Affiliates in this 2023 Biomass RFP.

1.3.3. GPC Internal Communications. While not required under Commission Rule 515-3-4-.04(3), GPC is voluntarily adhering to an internal communications protocol governing communications of any non-public RFP information with anyone outside of the Evaluation Team. Such communications are prohibited without first obtaining proper authorization from primary members of the Evaluation Team.

1.4. Development of this 2023 Biomass RFP

1.4.1. Draft RFP Documents. Consistent with Commission Rule 515-3-4-.04(3)(e), GPC prepared the initial draft of this 2023 Biomass RFP Documents with the consultation and input of Staff and IE. The draft RFP Documents will be posted to the IE Website, by the date shown in the Solicitation Schedule.

1.4.2. Comment Period. The Solicitation Schedule provides the dates and duration of the Comment Period. Any potential Bidder or interested party desiring to submit written comments on any aspect of the 2023 Biomass RFP must do so through the IE Website. If any prospective Bidder or interested party commented about or offered a substantive change to the RFP Documents (including a pro forma PPA), the commenter will be prompted to provide a mark-up of the applicable section showing its proposed changes, along with the rationale for the suggested change, for GPC's consideration. The Evaluation Team, Staff, and IE will review all comments received. Assuming the Commission approves the pro forma PPAs submitted for approval at the end of the Comment Period (as described in Section 1.4.4 (*Final RFP Documents Filed for Commission Approval*) below), no substantive or material change will be considered thereafter; only non-material clarifications or Facility and Site specific changes (as described in Section 6.6.1 (*Mark-Up of Pro Forma PPA*)) will be considered to a pro forma PPA after the Comment Period.

1.4.3. Bidders' Conference. The Bidders' Conference will be held on February 16, 2023. The Bidders' Conference allows any potential Bidder or interested party the opportunity to ask questions concerning the draft RFP Documents with GPC, Staff, and IE. Any Bidder or interested party must register for the Bidders' Conference on the IE Website. A recording of the Bidders' Conference, the presentation materials, and written responses to all questions submitted during the Bidders' Conference will be posted to the IE Website after the Bidders' Conference concludes.

1.4.4. Final RFP Documents Filed for Commission Approval. Proposed final versions of the RFP Documents will be filed for Commission approval in accordance with the Solicitation Schedule. After approval by the Commission, (i) all registered users of the IE Website will be notified by email of such approval, (ii) a copy of the Bid form and a list of required documents will be posted on the Documents page of the IE Website, and (iii) the final approved version of the RFP Documents will be posted to the Commission's website and the IE Website. All registered users of the IE Website will be notified through the IE Website when the Commission approves the final RFP and pro forma PPAs and when a required Bid is posted on the Documents tab of the IE Website. Once approved, all concepts and material terms of the RFP and pro forma PPAs are non-negotiable. Each Bid must conform in all material respects to the provisions of the Commission-approved RFP and each Bidder must agree to the terms and conditions of the applicable Commission-approved pro forma PPA, found in **Exhibit J** (***Pro Forma PPAs***).

PART 2. BIOMASS PRODUCTS SOUGHT

2.1. New Biomass Generation. Energy procured under this 2023 Biomass RFP must be fueled by Biomass and bundled with the Environmental Attributes and all Electrical Products produced by or related to the production of such Energy except that GPC will allow for natural gas to be used with limitations in the startup and shutdown of the Facility in accordance with Prudent Industry Practices, so long as its limited and necessary use is clearly demonstrated by Generator to the satisfaction of GPC in each report. Such use must be strictly limited to the extent operationally necessary and essential for the startup or shutdown of the Facility and the Operating Procedures (as defined in the pro forma PPAs) will provide that Generator must include in its operating reports to GPC the amounts, times and circumstances justifying each use of natural gas.

2.2. Types of Facilities That May Be Bid into This 2023 Biomass RFP

2.2.1. New Greenfield Project. GPC will accept a Bid for a PPA providing for the delivery of all Renewable Energy generated by a New Greenfield Project fueled by Biomass for which construction begins after the RFP Issuance Date. A New Greenfield Project may be located at a new site or generally located at the same site as, yet separate from, an existing generating facility; for instance, a New Greenfield Project would not include a Project that adds capacity to an existing facility (a Biomass Addition Project). A pro forma PPA for a New Greenfield Project is incorporated in this 2023 Biomass RFP by reference in **Exhibit J** (*Pro Forma PPAs*).

2.2.2. Biomass Addition Project. GPC will accept a Bid for a PPA providing for the delivery of all Renewable Energy produced by the capacity added by a Biomass Addition Project to an existing generating facility fueled by Biomass for which construction begins after the RFP Issuance Date. A pro forma PPA for a Biomass Addition Project is incorporated in this 2023 Biomass RFP by reference in **Exhibit J** (*Pro Forma PPAs*).

2.2.3. Turnkey Facility. GPC will not accept Bids for any turnkey Facility, sale of assets, or other form of sale of ownership in any Facility.

2.2.4. GPC-Owned Facilities. GPC will not accept any self-built or company-owned proposals from GPC in this 2023 Biomass RFP.

2.3. Ancillary Services. Each Bid must include in the Bid price all Environmental Attributes and Electrical Products associated with the Energy sold pursuant to the PPA throughout the PPA Term. All such benefits and entitlements in addition to electrical output that flow to the owner or operator of the Facility must be bundled with the Energy and sold to GPC at no additional cost to GPC. The clauses below provide further delineation regarding the meaning of "Environmental Attributes" in this 2023 Biomass RFP, all RFP Documents, and the pro forma PPAs.

2.3.1. Inclusion in Environmental Attributes. Environmental Attributes include any environmental attribute that could qualify or does qualify for application toward compliance with any local, state, federal, or international renewable energy portfolio standard, green pricing program, renewable energy program, carbon reduction or greenhouse gas reduction initiative, electricity savings program, licensing requirement, verification or certification procedure, federal contract, or other environmental program, incentive, mandate, or objective, in each case whether voluntary or mandatory, and whether created by applicable law or by any Governmental Authority, partnership, coalition, advisory committee, or independent certification board, group, or scientific panel. Environmental Attributes include the exclusive right to report such Environmental Attribute to any Governmental Authority or other Person.

2.3.2. Exclusion from Environmental Attributes. Environmental Attributes do not include: (i) any federal, state, or local tax attribute arising from ownership of the Facility, including investment tax credit, production tax credit, or depreciation deduction; (ii) grant in lieu of investment tax credit or any similar financial payment or grant with respect to the Facility; or (iii) the metered electric Energy produced by the Facility.

PART 3. KEY PROJECT REQUIREMENTS

3.1. Term and RCOD

3.1.1. Term. GPC will consider Bids for a PPA Term of 10, 15, 20, 25, or 30 Annual Periods, at Bidder's option. Once a Bid has been submitted and following the Bid Due Date, Bidder will not be allowed to change the PPA Term length. For purposes of evaluation, GPC will evaluate the Bids pursuant to the methodology outlined in **Exhibit H** (*Overview of Bid Evaluation*).

3.1.2. Required Commercial Operation Date (RCOD). Pursuant to the 2022 IRP Final Order, GPC is seeking renewable resources designed to have in-service dates from the June 2025 through 2029 timeframe. Each Bidder must indicate the RCOD in its Bid; such date must be on or before the applicable due date in the Solicitation Schedule for the anticipated in-service date in its Bid. GPC may decline to enter into a PPA with any Bidder if, in the opinion of GPC, the transmission facilities cannot be constructed in time to achieve Commercial Operation by the applicable RCOD due date. Bidders are to provide a Profile(s) for each Bid that begins on the RCOD (i.e., the first day of the first Annual Period). Bidders may consult the *Southern Companies' Generator Interconnection Business Practices* document posted on OASIS for information related to interconnection activity timeframes and limitations.

3.2. Project Size and Output

3.2.1. Project Size Parameters. GPC will accept Bids for Projects sized up to 80 MW in order to fill GPC's total procurement goal of up to 140 MW in new Biomass generation. In consultation with Staff and IE, GPC may request that a Bidder resize the Project so that GPC can obtain the best portfolio for GPC's customers. At the time of Bid submission, Bidder must identify how much it would agree to reduce the size of the Project without changing the Bid price. If GPC will only award the PPA to Bidder on the condition that the Project is resized, and Bidder refuses to resize the Project, such refusal will be considered a withdrawn Bid and the Bid Security will be returned to the Bidder.

3.2.2. No Partial Output Bids**.** GPC will not accept a Bid that constitutes partial output from a Project. A Bid must represent the full output of the Project. For the avoidance of doubt, as

defined herein, a Bid for a Biomass Addition Project is a Bid for the full output of the Project but not the full output of the related Facility.

3.3. Location of Project. GPC will accept Bids for a Project located anywhere in the United States, provided the related Facility can deliver the Energy to GPC pursuant to one of the interconnection options set forth in **Exhibit B** (*Interconnection and Delivery Requirements*).

3.4. Economic Development from the Project. In its 2022 IRP Final Order, the Commission noted that the procurement of Biomass would support rural job and economic development growth in Georgia. As directed by the Commission in its 2022 IRP Final Order, the Bidder must provide in its Bid a description of the number and nature of new jobs, if any, that its Project will provide, the amount of new capital investment that will be put into such Project, and other information relevant to economic development stemming from the Project.

3.5. Transmission Interconnection. Each Bidder is responsible for determining all transmission interconnection and delivery-related rules, practices, and policies with which it must comply, as further detailed in **Exhibit B** (*Interconnection and Delivery Requirements*). Each Bid must comply with one of the interconnection options identified in **Exhibit B**.

3.6. Station Service. Generator is responsible for all Station Service at Generator's expense. For a Facility located in Georgia, a Generator must arrange retail electric service for the Facility in accordance with the Georgia Territorial Electric Service Act (O.C.G.A. §§ 46-3-1 through 46-3-15). Generator will purchase Station Service (energy delivered from the electric system and used to serve the Facility's electrical requirements, including step-up transformer losses and line losses between the Facility and the POI) provided by the local electric service provider (which may or may not be GPC). If any additional electric service is required to serve auxiliary equipment (ancillary equipment at or otherwise supporting the Facility, including lights and security equipment and systems (e.g., gates and cameras)), Generator must purchase that service from the local electric service provider and install a separate meter for such service. A Bid must not include MW/h used for Station Service in its Profile in any hour that reflects negative energy production (MW/h) in the Profile. Any negative MW/h will be set to zero in the RFP evaluation.

3.7. Environmental Compliance. Bidder must cooperate with GPC's Environmental Affairs Department, at Bidder's cost, regarding the environmental and cultural resource assessments, surveys, and studies performed for the Site, and for the property on which the Interconnection Facilities will be located, as well as any related access property.

3.7.1. Site Assessment. Each Bidder must conduct an Environmental Site Assessment that, at a minimum, considers the environmental factors considered in the Environmental Site Assessment Requirements found in **Exhibit C** (*Environmental Site Assessment Requirements*) and must submit the Environmental Compliance Affidavit found in **Exhibit D** (*Environmental Compliance Affidavit*).

3.7.2. Environmental Assurances. If a Bid is selected for the Competitive Tier, it will undergo a comprehensive review to ensure Bidder complied with all RFP environmental compliance requirements. Further, Bidder must submit the specified Environmental Assurances documentation to GPC by the due date as noted in the Solicitation Schedule and as further discussed in Section 6.6.5 (*Environmental Compliance Affidavit*). If Bidder does not provide sufficient and acceptable supporting documentation in accordance with the Environmental Site Assessment Requirements found in **Exhibit C** (*Environmental Site Assessment Requirements*), such Bid may be removed from consideration in the Competitive Tier.

3.7.3. Compliance Affidavit. Any Bidder whose Bid is selected for the Short List may also be required to execute and re-submit the Environmental Compliance Affidavit found in **Exhibit D** (*Environmental Compliance Affidavit*) before GPC agrees to execute the PPA.

3.8. Additional Project Deliverables and Requirements. Bidders, well in advance of the Bid Due Date, must review and familiarize themselves with the Bid and project deliverables described in **Exhibit A** (*Additional Project Information*). **Exhibit A** sets forth a non-exhaustive list of information that Bidder must submit as part of each Bid.

PART 4. PRICING, FEES, AND SECURITY

4.1. PPA Pricing

4.1.1. Levelized or Escalating. Pricing in the PPA may be a Levelized Price or an Escalating Price. Each Bid must specify Bidder's pricing election.

A. Levelized Pricing. Pricing (i.e., the Monthly Energy Payment under the pro forma PPAs) that remains level throughout the entire PPA term ("**Levelized Price**").

B. Escalating Pricing. Pricing (i.e., the Monthly Energy Payment under the pro forma PPAs) that escalates each Annual Period ("**Escalating Price**"). Bidder may elect Escalating Pricing to escalate each Annual Period but no annual price may be lower than any prior Annual Period's price. Bidder may submit a proposed Energy Price (as such term will be set forth in the PPA executed between GPC and each Winning Bidder) in 2023 dollars that adjusts annually using GDPIPD for each year of the Term, except that the escalation of the Energy Price may be no more than 4.75% per year.

C. One Bid Fee. For each Bid submitted, Bidder may provide both a Levelized Price option and an Escalating Price option. GPC will consider a Bid proposing two pricing alternatives as one Bid, requiring only one Bid Fee.

4.1.2. All-in Price. Bid prices must include all costs that GPC will pay for the Renewable Energy provided under the PPA and must be in dollar figures quoted in nominal terms for the Annual Period in which they occur. Attempts by Bidder to increase its price or impose any other costs to GPC after the Bid is submitted will be grounds for rejection of the Bid. Each proposed Bid price must be in $/MWh and if Bidder is a Winning Bidder, then the proposed price will become the Energy Price (as such term will be set forth in the PPA executed between GPC and each Winning Bidder).

4.1.3. Payment for Test Energy. GPC will pay Generator for test energy delivered prior to the Project's Commercial Operation Date. The test energy price is 90% of the Associated Interchange Energy Rate, which as determined for each hour, is based on the variable dispatch cost of the incremental resources that serve the collective obligations of the regulated electric operating companies of Southern Company. This is the rate such companies use for test energy and represents the marginal cost of energy to serve the firm obligations of the regulated electric operating companies of Southern Company. Test energy will be paid in accordance with the provisions in the pro forma PPAs.

4.1.4. No Refreshed Proposal Pricing. GPC is not using the "refreshed bid" process described in Commission Rule 515-3-4-.04(3)(e)(1)(ix).

4.2. Bid Fee

4.2.1. Calculation of Bid Fee. Each Bidder must submit with each Bid a non-refundable Bid Fee of five thousand dollars ($5,000), or three hundred dollars per MW ($300/MW), whichever is greater. The first one thousand dollars ($1,000) of each Bid Fee, described in more detail below, will be used to defray a portion of the IE cost. The Bid Fee submitted by any Bidder will not be refunded (unless otherwise determined at the sole discretion of GPC) in the case of any modification or withdrawal of this 2023 Biomass RFP, rejection of any Bid, or failure to execute a PPA.

4.2.2. Payment of Bid Fee. Bidder must pay the Bid Fee to the IE in accordance with the instructions provided on the IE Website. Payment is due at the time of Bid submission and must be received no later than 12:00 PM (noon) ET on the Bid Due Date. Failure to remit the Bid Fee by that deadline will be grounds for rejection of the Bid.

4.3. Bid Security

4.3.1. Bid Security Due Upon Selection to Competitive Tier. Any Bidder whose Bid is selected for the Competitive Tier must post security for its Bid within 21 Business Days (including both the Competitive Tier Selection Date and the Bid Security Due Date in the count) after notification of acceptance into the Competitive Tier, in the form of (i) cash deposited into a Security Account; (ii) a Surety Bond issued by a Person having a general long-term senior unsecured debt rating of A minus or higher as rated by S&P, or A3 or higher as rated by Moody's, or A minus or higher as rated by Fitch, or a Person rated at least A- by AM Best, if rated by AM Best; or (iii) a Letter of Credit, equal to the product of 1% multiplied by the sum of the expected revenues during the first five years of the PPA Term but not to exceed $3,000,000. Further details regarding Bid Security are provided in Section 8.4 (*Bid Security Mechanics*).

4.3.2. Bid Security for Mutually Exclusive Bids. For mutually exclusive Bids for the same Facility at the same Site, Bidder may post a single Bid Security for the Bid Security amount associated with the largest mutually exclusive Bid. If Bidder withdraws any of the mutually exclusive Bids, the Bid Security will be forfeited as described in Section 8.5.3 (*Return of Bid Security*). Thereafter, Bidder must immediately post a replacement Bid Security for any remaining mutually exclusive Bids it desires GPC to continue to evaluate.

4.4. Winner's Fee.

A portion of the IE cost is covered by the Winner's Fee assessed upon each winning Bid. The Winner's Fee will be determined once the final amount of Renewable Energy procured and the IE costs are known, after winning Bids have been selected. In no event will the total of the Winner's Fees exceed two hundred twenty-five thousand dollars ($225,000.00). The Winner's Fee is calculated for each winning Bid as the pro rata share for any remaining IE cost not covered by the Bid Fees and is based upon Generator's total projected revenue over the PPA Term compared to the total projected revenues over the PPA Term of all winning Bids. The Winner's Fee must be paid by Bidder before GPC will execute the applicable PPA.

4.5. Performance Security

4.5.1. Performance Security for All Bidders. In addition to Bid Security, which is due at the time of selection to the Competitive Tier, each non-Creditworthy Winning Bidder (i.e., a non-Creditworthy Generator) must post and maintain Performance Security throughout the PPA Term. If a Creditworthy Generator loses its Creditworthy Status during the Term, the Generator must deliver Generator Performance Security to GPC in the amount required in the PPA no later than five Business Days after the date that Generator loses its Creditworthy status. If Generator is not Creditworthy but subsequently seeks to assign the PPA to a Creditworthy Person, (i) the Person will not be required to provide Generator Performance Security unless that Person loses its Creditworthy status; and (ii) GPC must return the Generator Performance Security within five Business Days following the effective date of the assignment. The amount of Performance Security that must be maintained at different times throughout the PPA Term is provided in the table below except that such amount is subject to adjustment annually as provided in PPA Section 7.2 (*Annual Adjustment of Generator Performance Security*).

Generator Performance Security During the Term	
Applicable Dates	**Amount of Generator Performance Security Required**
Effective Date to COD	$40/kW of Nominal Capability
From COD through the Term	$85/kW of Nominal Capability

4.5.2. Forms of Performance Security. Performance Security may be in the form of cash, a Letter of Credit, or a Generator Guaranty, subject to the terms and conditions in the pro forma PPAs. A form of Standby Letter of Credit (**Exhibit F**) and a Form of Generator Guaranty (**Exhibit G**) are included in the pro forma PPAs incorporated in this 2023 Biomass RFP by reference in **Exhibit J** (*Pro Forma PPAs*).

4.6. Bid Preparation Costs. All costs related to preparation of any Bid in response to this 2023 Biomass RFP are the sole responsibility of Bidder. GPC will not reimburse or be held responsible for costs associated with any Bid submitted in response to this 2023 Biomass RFP.

PART 5. BIDDER ATTRIBUTES

5.1. Bidder Information to be Submitted. Each Bidder must provide the information described below at the time of Bid submission. GPC will screen each Bidder on the criteria below to ensure basic Bidder qualifications.

5.2. Financial Metrics. Each Bidder must provide its most recent audited annual report and any 10-Q filings since the period covered in the annual report. If such report and filings are not available, Bidder should note this and provide the latest three years of audited financial statements for itself, Generator Guarantor, and its upstream parent entity. The Additional Project Information requested in **Exhibit A** (*Additional Project Information*) provides additional information on the financial metrics required. If Bidder can provide any additional details related to its banking relationships or liquidity, GPC will consider those items in the credit evaluation as well. All financial statements, annual reports, and other large documents may be referenced via a website address.

5.3. Project Development Experience. Each Bidder must provide an executive summary of no more than 5,000 words setting forth its development experience for the past five years where Bidder (or, if Bidder is a special purpose entity created for purposes of Bidding into this 2023 Biomass RFP, Bidder's parent (either immediate parent or other applicable upstream entity)), was the primary renewable project developer and the proposed facility was similar in size and located in the United States. Such summary must include (i) the total number of renewable projects and the capability (MW) of each facility Bidder currently owns and operates in the United States; (ii) a description of the experience of the principal members of Bidder's project team; and (iii) information on who will be responsible for design, siting, permitting, financing, construction, and on-going operation and maintenance of the Facility, if known.

5.4. Contract Counterparty History. Each Bidder must disclose any and all power purchase agreements to which Bidder or any Affiliate was a party in the past five years that were terminated prior to the end of the contract term, and the reason for such early termination. Each Bidder also must list any instances where Bidder or any Affiliate withdrew a project from any solicitation offered by GPC or any of its Affiliates in the last five years. Each Bidder must identify and describe any dispute in which Bidder or any of its Affiliates has previously been involved with GPC or any of its Affiliates (including all direct and indirect subsidiaries of the Southern Company) or any disputes with other off-takers that have progressed to arbitration or any other formal dispute resolution process. This list should identify any disputes that were resolved informally between parties, as well as disputes that have previously been, or that currently are, the subject of a mediation or arbitration proceeding, or any other litigated proceeding before a court or other governmental authority. If Bidder or any of its Affiliates currently owe any outstanding past due debt to GPC or one of its Affiliates, such Bidder must also disclose this and provide details regarding the reason for non-payment. Prior to further consideration of such Bidder's Bid, the Bidder may be required to resolve the outstanding debt to the satisfaction of all parties.

PART 6. BID SUBMISSION REQUIREMENTS

6.1. Bid Form. Bidder will submit each Bid by completing the Bid form found on the IE Website. Each Bid must be submitted via the Bid Form on the IE Website by 12:00 pm (noon) ET on the Bid Due Date as shown on the Solicitation Schedule.

6.2. Effect of Bid Submission. Bidder's submission of a Bid to the IE will constitute that Bidder's acknowledgment and acceptance of all terms, conditions, and requirements of this 2023 Biomass RFP, subject to, if applicable, Bidder's proposed changes/clarifications of this 2023 Biomass RFP and non-material clarifications of the pro forma PPAs that are clearly stated in each Bid.

6.3. Multiple Bid Submissions. Bidder may submit multiple Bids in response to this 2023 Biomass RFP. If Bidder submits multiple Bids, each Bid must state clearly whether or not the Bid is dependent upon another Bid.

6.4. Unique Bids. Each Bid must be unique with respect to the PPA Term, Facility location, size, POI, Southern Transmission Interface (if applicable), and any characteristic that would alter the amount or timing of the delivery of Renewable Energy from the Facility (e.g., RCOD). For Bid Fee purposes, Bids identical in all respects, but otherwise offering differing PPA Term lengths, are considered a single Bid.

6.5. Bid Release Date. Each Bid submitted for consideration must remain valid until the earlier of the date: (i) it is released by GPC; (ii) it is withdrawn by Bidder, subject to Bidder's loss of its Bid Security as applicable; or (iii) on which GPC files the applicable executed PPAs with the Commission, which events are projected to occur in accordance with the Solicitation Schedule.

6.6. Required Supporting Documents. In addition to providing all information required by the Bid form, a Bidder must complete and submit each of the following documents with its Bid by the Bid Due Date in order for the Bid to be considered complete. Any Bid that does not satisfy all requirements of this 2023 Biomass RFP may be considered nonresponsive. GPC, in consultation with the IE and Staff, may choose to reject nonresponsive Bids from further consideration.

6.6.1. Conformance of Pro Forma PPA. After the Commission approves the terms and conditions of the pro forma PPAs, no substantive or material change will be allowed, and GPC will only consider non-material clarifications or Facility and Site specific changes to the pro forma PPA(s). Such conforming changes may only be proposed through a mark-up of the PPA submitted by the Bidder with its Bid. Such mark-up must include: (i) a "red-lined version" of the Commission-approved pro forma PPA(s) reflecting any and all proposed changes by showing the specific additions (bold and underlined) or deletions (~~strike-through~~) that Bidder requires in order to enter into the PPA(s); (ii) a separate document explaining every such change; and (iii) a statement confirming that the substantive terms and conditions of the pro forma PPA(s) are acceptable to such Bidder. GPC will not consider any material or substantive exception, change, or modification that would affect the value of the Bid, or that would substantively change the risks and benefits as outlined in the pro forma PPA(s). If a Bid's red-lined version suggests material changes, GPC will not consider such changes and the Bid may be disqualified. Each of the pro forma PPAs are incorporated into this 2023 Biomass RFP by reference in **Exhibit J** (*Pro Forma PPAs*).

6.6.2. Site Control Affidavit. Each Bid must include a notarized Site Control Affidavit that affirms Bidder has obtained site control of the Site for the Term of the proposed PPA. The Form Site Control Affidavit is attached as **Exhibit E** (*Form of Site Control Affidavit*). If a Bid is selected for the Short List, prior to PPA execution, such Bidder may be required to submit further evidence of Site control, as deemed necessary by GPC. The representation contained in the Site Control Affidavit that Bidder's business entity is duly organized and validly existing under the laws of the state of the jurisdiction in which it's organized must be true when the Bid is submitted and at the time of PPA execution.

6.6.3. Organizational Chart. Each Bid must include an organizational chart that identifies (by name and state of organization) all related Affiliates or special purpose entities. If Bidder desires to form a new special purpose entity or subsidiary to become the PPA counterparty, GPC requests that this is disclosed as part of the Bid, and in any case, it must be disclosed by no later than the Day after Bidder is notified of the Bid's selection for the Short List. Any Bidder using or planning to use a special purpose entity or subsidiary as the PPA counterparty (Generator under the PPA), must include a proposed organizational chart clearly showing the relationship to the special purpose entity or subsidiary, as applicable.

A. Registration in Georgia. The Generator under the PPA must register and be in Active/Compliant standing with the Office of the Georgia Secretary of State, authorizing Generator to do business in Georgia prior to the time of PPA execution.

B. Facility Name. Due to the need to manage a multitude of renewable projects, and GPC's experience with counterparties selecting very similar or confusing names for similar projects, GPC reserves the right to reject a Facility name offered by a Winning Bidder and to propose an alternative. To allow Bidder sufficient time to perform due diligence on the Facility name and any proposed special purpose entity name it intends to use as the PPA counterparty, GPC will request Bidder confirmation of the Facility and counterparty names when a Bid is selected for the Competitive Tier.

6.6.4. Financing Plan. Each Bidder should describe its plans for acquiring the necessary funds for developing, constructing, and operating the Facility. Such plans should include a discussion of the Facility's legal ownership structure, the expected percentage of debt and equity capital that Bidder has committed to secure, and the identity and credit rating of firms that are likely to provide such financing. If available, non-binding letters of interest or binding letters of commitment from such firms should be provided.

6.6.5. Environmental Compliance Affidavit. Each Bidder must submit a notarized Environmental Compliance Affidavit, found in **Exhibit D** (*Environmental Compliance Affidavit*), which affirms that Bidder understands all environmental factors related to the Site, and if applicable, the ICF Site. At a minimum, Bidder must agree to: (i) fully consider all environmental requirements of this 2023 Biomass RFP; (ii) avoid, minimize, or, if necessary, permit and mitigate, any Site, ICF Site, or Facility environmental impact; and (iii) comply with all environmental requirements of this 2023 Biomass RFP, as outlined in **Exhibit C** (*Environmental Site Assessment Requirements*). If a Bid is selected for the Competitive Tier, Bidder must submit to GPC its Environmental Assurances by the due date as indicated in the Solicitation Schedule.

6.6.6. Variable Interest Entity Certification. Depending on Bidder's business structure, accounting and tax rules may require that the PPA be treated as a Variable Interest, and that Generator be consolidated as a Variable Interest Entity onto GPC's books. Because GPC is unwilling to be subject to accounting or tax treatment that results from VIE treatment, each Bidder must certify, using the form attached in **Exhibit F** (*VIE Certification*), that at any time over the proposed PPA Term, Generator will not be required to de-consolidate on its books and records any assets, liabilities, cash flow, profits, or losses of Generator as a result of GPC being determined to be the Primary Beneficiary. At the time of Bid submission, at PPA execution, and any time the PPA is amended by the Parties, the chief financial officer of Generator[4] must provide such certification. Further, any PPA that GPC executes will require that (i) Generator covenant that GPC will not be subject to VIE treatment and deemed the Primary Beneficiary as contemplated by ASC Topic 810, Consolidation, as issued and modified from time to time by Financial Accounting Standards Board (FASB) at any point during the PPA Term, and (ii) if the PPA causes GPC to be deemed the Primary Beneficiary at any point during the PPA Term,

[4] If Bidder's business structure does not designate an officer with this or a similar title, the Bidder must provide written documentation affirming the authority of the individual who attests to this certification.

unless cured, such treatment will constitute a Generator Event of Default under the PPA, and GPC could terminate the PPA. If the Generator is unable to clearly demonstrate that the consolidation event was not due to the direct or indirect action of the Generator, the Generator will be liable for damages pursuant to the relevant provisions of the PPA.

6.6.7. Finance Lease Certification. If applicable, Bidder must certify as to certain factual statements for each Bid based upon such Bidder's personal consideration of the factual matters and such Bidder's understanding of accounting standards regarding Finance Leases using the form provided in **Exhibit G** (*Finance Lease Certification*). If Bidder responds in the affirmative on one or more of the factual statements, such Bidder also must provide the amounts that GPC would be required to capitalize, and the residual value of the Facility as defined in **Exhibit G**. In any case for which Bidder responds in the negative to all of the factual statements set forth in **Exhibit G**, Bidder must certify such declaration, with supporting information sufficient to enable GPC to independently verify that such Finance Lease treatment will not occur. At the time of Bid submission, at PPA execution, and any time the PPA is amended by the Parties, the chief financial officer of Generator or an officer having responsibility for financial accounting matters associated with the PPA, must again provide such certification. For Bids declared as Finance Leases, the Bid evaluation will include the cost to GPC resulting from capitalization of PPA costs on the GPC's balance sheet.

6.6.8. Bidder Responses to Exhibit A Queries. Each Bid must include responses and supporting documentation to respond to the non-exhaustive list of information requested in **Exhibit A** (*Additional Project Information*).

6.6.9. Other Data. Each Bidder with a Bid selected for the Short List for further evaluation also must agree to make available any and all financial and business data associated with the Generator, the Facility, the Project or the PPA(s) that GPC would need to independently make the necessary accounting determinations. Such information may include data supporting the economic life, the fair value, investment tax credits associated with the Facility or Project, or other costs associated with the Facility or Project, including debt specific to the asset proposed. Financial data contained in a Bidder's financial statements (e.g., income statements, balance sheets, etc.) also may be required.

6.7. Bid Certification. An officer of Bidder must electronically sign the submitted Bid(s) as part of the IE Website Bid form.

6.8. Additional Information. A Bidder also may supply any additional information not specifically requested in the Bid forms that may be needed for a thorough understanding and evaluation of the proposal.

6.9. Contingent Bids. GPC will not accept contingent Bids.

6.10. Duty to Notify GPC of Issues Impacting Bid. After a Bidder has submitted its Bid, such Bidder must promptly notify GPC in writing of any issue, event, or other development that has impacted, or would reasonably be expected to impact the development, construction, or completion of the Project associated with such Bid.

6.11. Bid Assignment. Any Bid Assignment must comply in all respects with the provisions of Exhibit I (*Bid Assignment Guidelines*). Any purported Bid Assignment that does not comply in all respects with the provisions of Exhibit I *(Bid Assignment Guidelines*) will be void.

PART 7. COMMUNICATION

7.1. Monitored Communications. Prior to selection of the Winning Bid(s), any communication between an individual Bidder and GPC regarding a specific Bid will be confidential, except to the extent that Staff and IE monitor communications. Such communications may include face-to-face meetings with Bidder to discuss the Bid. GPC also may conduct a conference call with

Bidder to clarify or resolve Bid questions. Staff and IE, at their discretion, may participate in each such discussion.

7.2. Prior to Submission of Bids. Each Bidder and each interested party registered on the IE Website may submit questions concerning this 2023 Biomass RFP, the pro forma RFP Documents, the Bids, or Bid evaluation on the "Q&A" page of the IE Website. When a Bidder submits a question via the "Q&A" page, the identity of the Bidder asking the question is known to the IE, Staff, and Evaluation Team members. The questions and GPC's responses will be posted on the IE Website for viewing by all potential Bidders. Bidder may submit project-specific questions on the confidential message board that will be responded to by the IE, after consultation with the Evaluation Team, as needed. Any question posted to the confidential message board that the IE determines to be generic in nature, and not unique to a specific Site or Project, may be transferred to the "Q&A" page so that all Bidders and registered users have the benefit of the question and response. **In no instance may Bidder or any interested party contact any member of the Evaluation Team, Staff, or Commission to discuss any issue related to the RFP Documents, the RFP process, the evaluation process, or any similar subject.** All such inquiries must be directed to the IE, through the IE Website, in compliance with Commission Rule 515-3-4-.04(3)(e)(2)(ii). Any breach of this requirement may result in Bid disqualification.

7.3. Following Submission of Bids

7.3.1. Bid Books, Message Board. Once the Bidding period commences and Bidder initiates the Bid process, each Bidder will have a confidential "Bid book" on the IE Website, where Bidder posts all RFP deliverables and all messages sent by the IE Website to Bidder are available to Bidder. Bidder may ask Site-specific and Project-specific questions using the confidential message board. Questions submitted on the message board are not available to other Bidders and are only viewed by the Evaluation Team, the IE, and Staff. The Evaluation Team will reply to each question posted on the message board, after review and consultation with the IE and Staff. However, all questions determined by the IE to be generic in nature, and not unique to a specific Site or Project, may be transferred to the "Q&A" page of the IE Website so that all Bidders and registered users have the benefit of the question and response.

7.3.2. Bid Deficiencies. Bidder may amend a Bid only up until the submission deadline on the Bid Due Date. Thereafter, a Deficient Bid will be rejected as nonresponsive to this 2023 Biomass RFP unless GPC, in consultation with Staff and IE, determines it will permit Bidder to cure the deficiency within a specified time frame. After the Bid Due Date, no Bidder will be allowed to change its Bid price, nor will any Bidder be allowed to revise its Bid on its own initiative. Bid Fees submitted with a Deficient Bid will not be returned.

7.4. Listing Determination. GPC will not publicly announce the Short List, Reserve List or Competitive Tier. The identity of the winning Bid(s) and Bidder(s) will become public information when GPC requests Certification of the related PPA(s) by the Commission.

7.5. Following Execution of the PPA. A Winning Bidder is prohibited from announcing the selection of its winning Bid or execution of a PPA via a press release or any other method of public communication, without the prior, express written consent of GPC. A Winning Bidder is responsible for ensuring that its winning Bid status remains confidential and is not announced by any Affiliate, Representative, or contractual party. A Winning Bidder must educate its Affiliates, Representatives, contractual parties, and any other participants in the development of the Project (e.g., development authorities, county, state, or federal Governmental Authorities) on the potential impact of public statements regarding renewable facilities (*e.g.*, REC claims) and how such statements may jeopardize the validity of Environmental Attributes that are sold to GPC under the PPA, which could result in a breach of the PPA by Generator. Upon execution of the PPA(s), the Winning Bidder(s) and GPC will work together to determine the timing and content of the official announcement of the winning status of the project and PPA execution.

7.6. Point of Contact. Each Bid must include detailed contact information for the person who will serve as the primary point of contact for Bidder. This person will serve as the contact between GPC and Bidder when questions and answers are exchanged and will receive authority to access Bidder's Bid book on the IE Website. This contact person must be familiar with all aspects of the Bid process and the Bid in order to efficiently communicate with GPC and to reduce any delay in communication. Bidder must notify GPC via the IE Website if there is a change in its point of contact.

7.7. Bidder-Identified Bid Error. If Bidder discovers an error or omission in a Bid after submitting the electronic filing, but before the submission deadline on the Bid Due Date, Bidder should use the "withdraw" feature on the bid management page on the IE Website, make the desired change, and resubmit the Bid before the submission deadline.

7.8. Confidentiality. Each Bidder is prohibited from disclosing to others any Bidder Information; except that Bidder may disclose Bidder Information to its Representatives as reasonably necessary for such Bidder to submit a Bid in this 2023 Biomass RFP with the following conditions to any such disclosure: (**i**) Bidder must direct its Representative not to disclose Bidder Information, and (**ii**) such Representative must be subject to a contractual or professional ethics obligation to maintain the confidentiality and not disclose Bidder Information. If the Representative does not have a professional ethics obligation or cannot be made subject to a contractual obligation to maintain confidentiality of Bidder Information, Bidder must obtain GPC's prior written consent before making the disclosure. Furthermore, Bidder and its Representatives are prohibited from making any public statement or other claim regarding the Energy or Environmental Attributes to be generated by the Facility, including any statement that the Energy or Environmental Attributes are generated from any sustainable, perpetual, renewable, or other particular type of fuel, including in any marketing or advertising material, press release, or public statement. Each Bidder will be responsible for any statement, claim, commitment, or disclosure made by itself or its Representatives that has the effect of retiring or claiming the Environmental Attributes from the Facility or otherwise limiting or jeopardizing the Facility's Environmental Attributes that would be conveyed to GPC under the PPA.

GPC will take reasonable precautions and use reasonable efforts to protect any proprietary or Confidential Information contained in a Bid, provided Bidder clearly identifies that such information is confidential on each page on which such Confidential Information appears. Such information may, however, be made available under applicable state or federal law to appropriate Governmental Authorities. GPC reserves the right to release such information to the IE and Staff as needed to monitor this 2023 Biomass RFP, to regulated retail Affiliates, to SCS, and to affected entities who have a need to know in order to assist in the evaluation of Bids, provided that such entities will observe the same care with respect to non-disclosure as GPC. Under no circumstance will GPC (including its Affiliates, and the officers, directors, employees, representatives, or agents of any of them) or the IE or Staff be liable for any damages resulting from any disclosure before, during, or after the solicitation process.

PART 8. BID EVALUATION AND PPA AWARD.

8.1. Staff and IE Oversight/Evaluation. In accordance with Commission Rule 515-3-4-.04(3)(e)(3), Staff and the IE actively and contemporaneously monitor all aspects of GPC's evaluation process for transparency purposes. Staff and the IE will review all Bid submissions and conduct an independent evaluation of the resource options submitted to GPC in the RFP process pursuant to Commission Rule 515-3-4-.04(3)(e)(3). Staff and the IE are permitted access to all of the documents and information utilized by GPC in its evaluation. GPC, Staff, and IE will meet to discuss and finalize the composition of the Competitive Tier identified for further evaluation, as well as the Short List identified for PPA(s) awards.

8.2. Criteria. All Bids submitted in response to this 2023 Biomass RFP will be evaluated in accordance with the evaluation criteria and structure described in **Exhibit H** (*Overview of Bid*

Evaluation). GPC reserves the right to contact any Bidder through the IE Website to request additional information on any aspect of the Bid.

8.3. Initial Review of Bids

8.3.1. Deficient Bids. If, upon an initial review of the Bids a Bid is found to be a Deficient Bid, then it may be placed on the Release List and released from 2023 Biomass RFP. GPC is not required to contact any Bidder to obtain any omitted information.

8.3.2. Complete Bids. Bids that are complete and conform to the requirements of this 2023 Biomass RFP will be ranked and screened on economic value. Economically Non-Competitive Bids may be placed on the Release List and released from the RFP. The remaining Bids will be further evaluated for price, performance, and value to GPC's energy portfolio. Based on such criteria, the best Bids will be selected for inclusion in the Competitive Tier while the other Bids may be placed on the Release List and released from the RFP.

8.3.3. Bids Released After Initial Review. Bidders will be notified of the placement of their Bid on the Release List, and release thereof from this 2023 Biomass RFP, in accordance with the Solicitation Schedule.

8.4. Competitive Tier Identified. Bidders will be notified of the selection of their Bids into the Competitive Tier in accordance with the Solicitation Schedule. The Competitive Tier will be further evaluated to determine whether such Bids are to be included on the Short List or the Reserve List or whether they are to be subsequently placed on the Release List and released from this 2023 Biomass RFP.

8.5. Bid Security Mechanics

8.5.1. Draft Bid Security. Pursuant to Section 4.3 (*Bid Security*), for each Bid selected for the Competitive Tier, Bidder must submit Bid Security. Each such Bidder that intends to provide Bid Security in the form of a Surety Bond or a Letter of Credit must upload to its Bid book a draft (unissued) Surety Bond or Letter of Credit for review and approval by the Evaluation Team, at least five (5) Business Days before the Bid Security due date. Instructions for posting the draft and final Bid Security will be available on the IE Website. The form of Surety Bond will also be available on the IE Website.

8.5.2. Delivery of Bid Security. Bid Security in the form of cash must be submitted to GPC through the IE Website according to the instructions posted on the Documents Page. Any Bid Security submitted in the form of Surety Bond or Letter of Credit must be uploaded to the Bid book and thereafter, mailed via a reputable overnight courier to arrive on or before the Bid Security due date at the following address:

Georgia Power Company
c/o Southern Company Services Inc.
Attention: Assistant Treasurer
Bin No. SC1407
30 Ivan Allen Jr. Blvd.
Atlanta, GA 30308

8.5.3. Return of Bid Security. The Bid Security is fully refundable to the Bidder (i) if such Bid is placed on the Release List, or (ii) on the date Generator and GPC execute the PPA for such winning Bid. The Bid Security is non-refundable if a Bidder withdraws the Bid or otherwise fails to execute the pro forma PPA after being selected for the Competitive Tier.

8.5.4. Conversion of Bid Security to Performance Security. If Bid Security is in the form of cash or a Letter of Credit, Bidder may opt to convert and appropriately amend the Bid Security to the required Performance Security at the time of PPA execution, or Bidder may replace the Bid Security with another acceptable form of Performance Security pursuant to provisions of the PPA.

8.6. Bid Evaluation Components

8.6.1. Environmental Screening. All Bids in the Competitive Tier will undergo a comprehensive review to ensure environmental compliance with the requirements of this 2023 Biomass RFP, which at a minimum considers the Environmental Compliance Assessment/Requirements found in **Exhibit C** (*Environmental Site Assessment Requirements*).

8.6.2. Improvement Costs Imputed. Based on the information contained in each Bid selected for the Competitive Tier, GPC will develop a cost estimate for Electric System improvements, if any, as described in the clauses entitled "Interconnection Impacts" and "Delivery Impacts" in the applicable interconnection scenario described under Section 1 of **Exhibit B** (*Interconnection and Delivery Requirements - General*). Those costs will be included in evaluating the economics of the Bid. In addition, this process will assist in identifying the potential Short List.

8.6.3. Due Diligence Portfolio Analysis. As discussed in more detail in **Exhibit H** (*Overview of Bid Evaluation*), if the potential Short List includes Facilities connecting to the transmission system such that their system impact costs are not independent, evaluations of the combined effects of such Bids will be necessary to select the best combination of Bids.

8.6.4. Non-Price and Qualitative Considerations. Qualitative and non-price factors will be considered in the detailed evaluation process. **Exhibit H** (*Overview of Bid Evaluation*) provides additional information on these qualitative and non-price considerations. It is a Bidder's responsibility to submit additional information related to the proposal if such information will materially improve the quality of its offer and GPC's understanding thereof.

8.7. Short List, Reserve List, and Release List

8.7.1. Short List Identified. Based on results of the detailed evaluation, the best ranked Bids will be chosen as the Short List. GPC will contact each Short-Listed Bidder to confirm that the PPA conforms to the Facility's specifications and Bidder's business entity.

8.7.2. Reserve Lists and Release Lists. Any Bid not identified for the Short List may be placed on the Reserve List. GPC will notify each Bidder eligible for the Reserve List that the Bid has been identified for continued evaluation on the Reserve List. Any Bidder whose project is not competitive will be notified that such Bid is no longer being considered for the Short List or Reserve List. These Bids will be placed on the Release List and GPC will notify such Bidders of removal from further consideration in this 2023 Biomass RFP.

8.7.3. Short List, Reserve List, Release List Determination. In accordance with the Solicitation Schedule, and as discussed in Section 8.6.3 (*Due Diligence Portfolio Analysis*) and Section 8.7.1 (*Short List Identified*), upon completion of evaluation, Bidder will be notified of whether its Bid is on the Short List, Reserve List, or Release List. GPC will contact each Bidder with a Bid selected for the Short List to finalize and execute the PPA. A Bid on the Reserve List is a project that is essentially on a waiting list that will continue to be under evaluation and may move on to the Short List if a Short List Bidder withdraws or is unable to proceed to PPA execution. A Bid on the Release List was determined to be non-competitive and will no longer be considered for selection in this 2023 Biomass RFP. Release List determinations are final and will not be reconsidered. As provided in Section 7.8 (*Confidentiality*), Bidder must not disclose the status of its Bid, including its inclusion on the Short List, Reserve List, or Release List. By the end of the 2023 Biomass RFP process, all Bids not placed on the Release List and not selected for PPA contracting will be placed on the Reserve List. When GPC executes the winning PPAs and files the executed winning PPAs with the Commission, all unselected Bids will be placed on the Release List.

8.8. PPA Award and Execution. GPC will award and execute PPAs (subject to payment of the Winner's Fee) with the Winning Bidders whose Bids are on the Short List. A Winning Bidder will enter into the applicable and conforming pro forma PPA with GPC (per **Exhibit J** (*Pro Forma PPAs*)). As stated in Section 6.6.1 (*Mark-Up of Pro Forma PPA*), GPC will not accept

substantive or material changes to the pro forma PPA at the time of PPA execution. GPC and Winning Bidder (i.e., Generator) will coordinate to execute the PPA subject to payment of the Winner's Fee by Generator.

8.9. Facility Specifications. A Winning Bidder must obtain GPC's written consent prior to making any material change to Facility design, performance, or output (as specified in the Bid and considered by GPC in evaluation of the Bid).

8.10. GPC Discretion in Contracting. GPC reserves the right, without qualification and in consultation with the IE and Staff, to reject any, all, or portions of Bids received for failure to meet any criteria, and further reserves the right, without qualification and at its sole discretion, and in consultation with the IE and Staff, to decline to enter into a PPA with any Bidder. Any Bidder who submits a Bid in response to this 2023 Biomass RFP waives the right to claim any recourse against GPC or any of its Affiliates or IE for either rejection of Bidder's Bid(s) or any other Bid(s) or for failure to execute a PPA for any reason.

PART 9. CERTIFICATION

9.1. Commission Certification. Following completion of the 2023 Biomass RFP evaluation and award process, GPC will seek Commission Certification, pursuant to O.C.G.A. § 46-3A-4, of each of the PPAs executed in connection with this 2023 Biomass RFP. The Certification process will take place under a separate Commission Docket and may take up to six months to complete, unless otherwise expedited pursuant to the Procedural and Schedule Order to be issued by the Commission. GPC's performance of an executed PPA is conditioned on the Commission issuing a Certification approving the executed PPA in a timely manner without material qualifications or conditions adversely affecting GPC; otherwise, PPA Section 2.3.2 (*Commission Certification*) provides that GPC may terminate the PPA without any further obligation.

Performance of an executed PPA is also conditioned upon, if required by applicable law, FERC issuing an order accepting the PPA in a timely manner and without material qualification or condition adversely affecting either Party to the PPA; otherwise, PPA Section 2.3.1 (*FERC Acceptance*) provides that either Party may terminate the PPA without any further legal obligation.

EXHIBIT A - ADDITIONAL PROJECT INFORMATION

This is a summary of data needed to complete certain fields of the Bid form posted on the IE Website; this summary is not all-encompassing.

Each Bid must supply the following information, as applicable and appropriate:

1. Acknowledgment of several items that demonstrate the Bid meets the requirements of this 2023 Biomass RFP and that Bidder understands key provisions of the RFP.

2. Bidder Information:

   A. Legal name of contracting party, if known, and immediate upstream parent entity, if applicable.

   B. Qualifications:

      (i) Previous experience providing the proposed product.

      (ii) Non-binding letter of interest or binding letter of commitment from potential financing or tax equity partners.

   C. Indication if Bidder is formed for the sole purpose of the Project and a summary of the proposed Facility's legal ownership structure.

3. Financial and credit information for Bidder and for Bidder's parent company (if applicable), including:

   A. Description of ownership and debt arrangements, including the expected percentage of debt and equity capital that Bidder has committed to secure.

   B. Annual reports for the past three years and any Form 10-K and 10-Q filings since the period covered in the last annual report. If these documents are not applicable, then audited financial statements for the last three years will be accepted. All financial statements, annual reports, and other large documents may be referenced via a website address. If Bidder has not been in operation for three years, please provide the above information, as applicable, since the commencement of operation.

   C. Dunn and Bradstreet identification number.

   D. Credit rating of Bidder's senior debt securities.

   E. Details related to Bidder's banking relationships or liquidity.

   F. Description of plans for acquiring the necessary funds for developing and operating the Facility, including a discussion of the Facility's legal ownership structure, the expected percentage of debt and equity capital that Bidder has committed to secure, and the identity and credit rating of firms that are likely to provide such financing.

   G. Any additional documentation needed to determine Bidder's financial strength and the strength of any corporate parents.

4. A detailed description of any security/credit instruments proposed by Bidder to back its performance obligation. An acceptable Letter of Credit or Guaranty must include the provisions set forth in **Exhibit F** (*Form of Standby Letter of Credit*) and **Exhibit G** (*Form of Guaranty*), respectively, of the pro forma PPAs.

5. Statement that the PPA will not require deconsolidation with GPC as the Primary Beneficiary by the Generator with respect to Variable Interest Entity.

6. Statement indicating whether the Renewable Energy from the Project has been offered in another RFP or is otherwise obligated to another party and, if so, how it would be released to serve this proposed sale.

7. A map indicating the Project location (and in the case of a Biomass Addition Project, the Facility location as well) and known or proposed interconnection to the Electric System. All known descriptions, drawings or details are beneficial in the evaluation of Bids.

8. A thorough description of anticipated environmental impact and compliance.

9. For the Project, a construction schedule with all major activities from award of contract to Commercial Operation.

10. Status of Interconnection Agreement:

    A. Detailed description of the interconnection arrangements that have been or will be made to deliver the Energy to GPC or the STT and how any identified costs are included in the Bid.

    B. If an Interconnection Agreement is not in place, describe the status of the negotiations for such agreement.

    C. Indicate the current status regarding property rights for the necessary Interconnection Facilities, including access rights for the Interconnection Provider throughout the PPA Term and any property rights and permits needed between the Site and the Interconnection Provider's facilities.

11. Any limitations on the use or availability of the Renewable Energy.

12. An ongoing operation and maintenance plan for the Facility.

13. Any proposed changes to the pro forma PPA(s) to reflect the Project in the form of a red-line mark-up and a list summarizing the proposed changes with the rationale for each change.

14. Pricing proposal(s) – provide all that apply.

15. Term of PPA that would result from the Bid (10, 15, 20, 25, or 30 Annual Periods).

16. Project information (and for a Biomass Addition Project with respect to the Facility as well), including:

    A. Name.

    B. Location.

    C. Milestone Schedule.

    D. Generating Capacity.

    E. Annual Energy Production.

    F. Site Plan.

    G. Site Control Affidavit.

H. Specific technical information (i.e., generators, turbine information, spec sheets, manufacturer, maintenance schedules, etc.).

I. Delivery Schedule.

J. For a Biomass Addition Project, provide material information regarding any existing power purchase agreement for the Facility including its term, parties, production requirements, any existing or prior defaults, etc.

17. Performance data:

A. Maximum Output Capability (MW).

B. Annual Degradation after the first Annual Period.

C. Profile for each Annual Period (include any degradation during each Annual Period) over the Term, in Excel format. Any Profile submitted must assume hour 0 is Energy delivered from midnight to 1:00AM EST (*i.e.*, not adjusted for daylight savings time). Each Bid must provide the full Energy production from the Project (and in the case of a Biomass Addition Project, from the Facility as well).

18. Interconnection Data:

A. Single line diagram to Point of Interconnection.

B. Narrative of current path or plan for Interconnection to the Electric System.

C. Impedances, Short Circuit currents, etc.

D. Generator Interconnection Tie Line Data.

E. GSU/Main Transformer Data.

F. kV at the Point of Interconnection.

G. Estimated/Assumed Interconnection Costs to Point of Interconnection.

H. Detailed description of the interconnection arrangements, including projected timelines for Interconnection Study processes and the construction of Interconnection Facilities.

19. A description of the number and nature of new jobs, if any, the Project will provide, the amount of new capital investment that will be put into the Project, and other information relevant to economic development stemming from the Project.

EXHIBIT B - INTERCONNECTION AND DELIVERY REQUIREMENTS

Each Bidder is responsible for determining all transmission interconnection and delivery-related rules, practices, and policies with which it must comply. Each Bid must comply with the general requirements outlined in Section 1 of this Exhibit B and with one of the interconnection options described in Sections 2 through 4 of this Exhibit B. This Exhibit B applies to a Facility associated with a New Greenfield Project, as well as to a Project associated with a Biomass Addition Project. In the Biomass Addition Project scenario, replace each reference to "Facility" in this Exhibit B (or, as applicable, in a defined term used in this Exhibit B) with "Project."

1. Interconnection and Delivery Requirements – General

The following interconnection requirements apply to all Bids, regardless of the Facility location.

1.1. Transmission Projected Commercial Operation Date. GPC may decline to select a Bid for the Short List or to execute a PPA with any Bidder if, in the opinion of GPC, the transmission facilities cannot be constructed in time to achieve Commercial Operation by the RCOD submitted by Bidder. Except for the provision in Section 2.7 (Facility Interconnecting Directly to GPC) below for a Facility interconnecting to the Southern Company Transmission System via GPC, Bidder assumes all interconnection and delivery lead-time risk (if applicable) to meet the RCOD.

1.2. Bid Price Assumptions. This **Exhibit B** provides guidance for clarifying which interconnection costs will be the responsibility of Bidder. Each Bid must state the assumptions regarding interconnection and, if applicable, delivery costs included in its Bid price. Specifically, each Bid must include details of these costs and refer to any completed or active Interconnection Study results related to the Facility.

1.3. Bid Lead-Time Assumptions. Bidder must describe, with respect to the proposed Facility, its current status within the applicable interconnection process and its ability to meet the proposed RCOD based upon the applicable interconnection process timeline.

1.4. Interconnection Agreement Required. Each Winning Bidder must enter into an Interconnection Agreement with the appropriate Interconnection Provider, depending on the geographic location and interconnection configuration of the Facility. Each Bidder must contact the appropriate Interconnection Provider to obtain all relevant information and interconnection requirements. The submission of a Bid in response to this 2023 Biomass RFP does not constitute an interconnection request or an Interconnection Agreement. Bidder is solely responsible for all fees, deposits, and other charges in connection with its interconnection request and the Interconnection Agreement. At any point in time, the Facility is prohibited from delivering output to the Point of Delivery that exceeds the lesser of the Generating Capacity and the Interconnection Limit.

1.5. Timing and Notification of Initiating Interconnection Process. At the time of Bid submission, Bidder must indicate if there is an existing interconnection request for the Facility, and if so, Bidder also must identify the Interconnection Provider and request number/identifier. If an interconnection request has not been submitted at the time of Bid submission, Bidder must initiate the interconnection process with the appropriate Interconnection Provider no later than seven Days after notification that such Bid is on the Short List (as discussed in RFP Section 8.7.1 (*Short List Identified*).

2. Interconnection with the Southern Company Transmission System

The following requirements apply to a Bid for a Facility interconnecting to the transmission system of GPC or one of its regulated electric utility Affiliates (i.e., Alabama Power Company or Mississippi Power Company).

2.1. Procedure Guidance. If the Facility will interconnect to the Southern Company Transmission System, the evaluation of the Bid will assume Bidder has executed either the small generator

interconnection agreement ("**SGIA**") or a large generator interconnection agreement ("**LGIA**") and that either the small generator interconnection procedure ("**SGIP**") or large generator interconnection procedure ("**LGIP**") will apply. Generally, the SGIP is utilized for generators 20 MW or smaller and the LGIP for generators larger than 20 MW. The Southern Company Transmission System includes facilities owned by GPC or one of its regulated electric utility Affiliates (Alabama Power Company or Mississippi Power Company). The prompt submission of an accurate and complete application and prompt return of agreements will reduce the overall timeframe of the interconnection process. Each Bidder must determine all rules, practices, policies, and timelines with which its Facility must comply to interconnect with the Southern Company Transmission System. Bidder may obtain additional information on Southern Company's OASIS web site found at: http://www.oasis.oati.com/SOCO/index.html.

2.2. Bidder Cost Responsibility. If the Facility will interconnect with the Southern Company Transmission System, Bidder is responsible for all Interconnection Study-related costs, in addition to the interconnection costs and risk up to the POI. These costs generally include equipment such as the Facility generator step-up ("**GSU**") transformer (for conversion up to the interconnecting voltage level), Facility-side generator interrupting device, all Station Service equipment, and any additional equipment (such as a utility-owned interrupting device and metering needed to connect to the transmission facilities), as well as any additional real property for the interconnection substation and access. In addition, if applicable, Bidder is responsible for the costs, risk, and coordination of all Affected System Upgrades. It is Bidder's responsibility to determine and consider all information regarding interconnection costs in preparing its Bid.

2.3. Interconnection Impacts. Interconnection impacts to the Electric System are unique to the specific design and location of each Facility and may require new or modified equipment beyond the POI. For a Facility interconnecting to the Southern Company Transmission System, any costs for new or modified equipment on the Southern Company Transmission System beyond the POI will be imputed to the Bid during the Bid evaluation and should not be included in the Bid price. However, as stated above in Section 2.2 (*Bidder Cost Responsibility*) of this **Exhibit B** any costs associated with Affected System Upgrades are solely the Bidder's responsibility and should be included in the Bid price.

A Winning Bidder may be required to fund or provide security for new or modified equipment beyond the POI. However, if a Winning Bidder incurs interconnection-related costs for new or modified equipment on the Southern Company Transmission System beyond the POI, the costs will be refunded to Bidder, or security will be released, after the Facility achieves Commercial Operation.

If a winning Bid has associated interconnection impacts to any Affected System, such that the Affected System must add, modify, or upgrade its Electric System, Bidder must coordinate with the Affected System with respect to identification, planning, and construction of, and payment of costs for, such additions, modifications, or upgrades. Bidders must contemplate such schedule and cost impacts in each Bid. Such Bidder may be required to execute an Affected System Agreement. Any costs related to such Affected System Agreement are the sole responsibility of Bidder and will not be reimbursed by GPC through this 2023 Biomass RFP.

2.4. Delivery Impacts. From the Bids selected in the Competitive Tier, pursuant to RFP Section 8.3 *(Competitive Tier Identified*), GPC will develop a cost estimate for Electric System improvements, if any, to the Southern Company Transmission System, the Georgia ITS, or both, necessary to deliver the Energy from the POI to GPC's customers. These costs will be imputed to the Bid. If Electric System improvement costs are anticipated to be incurred by GPC beyond the POI to deliver the full output of the Facility, Bidder will be required, before GPC commences construction of such facilities or incurs costs on behalf of Bidder, to provide Additional Security that GPC may draw upon in the event of early termination of the PPA prior to Commercial Operation. After the Facility achieves Commercial Operation, GPC will return such Additional Security to Bidder.

2.5. Construction of Southern Company Transmission System Facilities. Any Electric System improvement, modification, or new facility that will become part of the Southern Company

Transmission System must be owned by, and will be designed, procured, and constructed by, as applicable, GPC, Alabama Power Company, or Mississippi Power Company.

2.6. Facility Specifications. Each Bidder must provide in its Bid Facility data and specifications to allow GPC to identify any required modifications to the Southern Company Transmission System, the Georgia ITS, or both that would be necessary to interconnect and deliver the Energy from the Facility to GPC's customers.

2.7. Facility Interconnecting Directly to GPC. The following provisions apply only to a Facility interconnecting directly with GPC.

2.7.1. Land and Property Rights. A Winning Bidder whose Facility will interconnect with GPC must timely coordinate with GPC's land acquisition department to obtain and provide to GPC, at Bidder's cost, suitable real property (fee simple or easement, as will be designated during the Interconnection Study process) in an acceptable location for the Interconnection Facilities, along with an access route to the ICF Site acceptable to GPC, as well as any necessary encroachment agreement, consent, or similar document. All necessary property right documents must be acceptable to GPC and on its standard terms and conditions; all property rights documentation must be timely obtained, negotiated, and executed. During the Interconnection Study process, interconnection facility and access route sitting will be discussed and agreed upon by GPC and Bidder. Bidder also must coordinate with GPC to prepare to GPC's satisfaction the property (*e.g.*, grading and preparation of the ICF Site and suitable access route) and turn access to the property over to GPC by no later than one year prior to the projected transmission in-service date. After initial preparation of the access route, a Winning Bidder also must maintain, at its own expense, the access route in accordance with GPC's standards and to GPC's satisfaction throughout the PPA Term.

2.7.2. Notice to Proceed. A Winning Bidder whose Facility will interconnect with GPC must submit a notice to proceed to initiate the construction of Interconnection Facilities by 14 Days after the Commission issues the Certificate of Public Convenience and Necessity, if the Interconnection Agreement has already been executed. Otherwise, depending upon when Bidder initiates the interconnection process and so long as the System Impact Study has been completed and the Facility Study stage is in process, Bidder may be required to enter into an Engineering and Procurement Agreement with GPC to assume cost responsibility and allow pre-construction activities, such as engineering work and procurement of long lead-time materials, to commence prior to execution of the Interconnection Agreement.

2.7.3. Failure to Achieve Commercial Operation by the PPA RCOD. PPA Section 9.3.1 (*RCOD Extension*) provides relief from payment of liquidated delay damages if Commercial Operation will not be achieved prior to the PPA RCOD for reasons wholly and solely caused by the inability of GPC to construct the Interconnection Facilities (and not caused by Generator's (*i.e.*, Winning Bidder's) failure to comply with the provisions of PPA Section 9.1 (*Interconnection*).

2.8. Additional Guidance for Facilities Interconnecting to the Southern Company Transmission System.

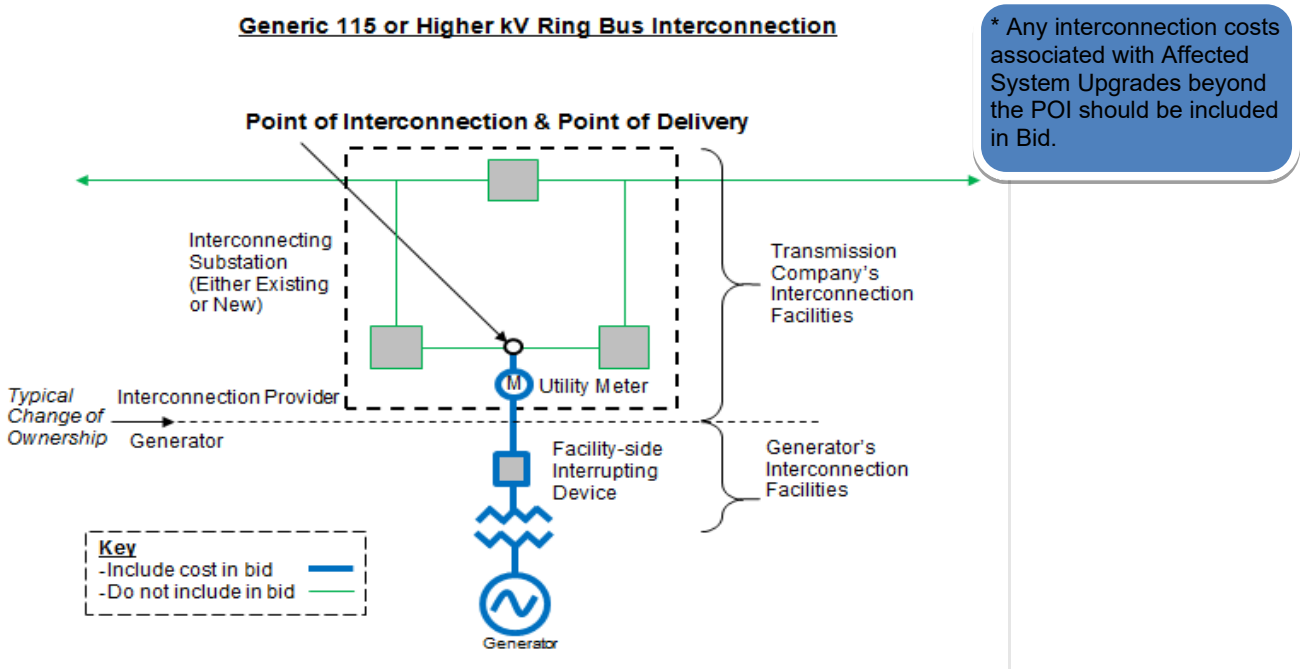
2.8.1. POI. The POI refers to the point where the Interconnection Facilities connect to the Interconnection Provider's Electric System. The POI is not necessarily the same as the point of change of ownership of equipment.

2.8.2. Sample Diagrams. The following example diagrams are offered to assist Bidder in making a determination of where the POI could be located for its Bid. As described in Section 2.2 (*Bidder Cost Responsibility*) above, a Bidder whose Facility will interconnect with the Southern Company Transmission System is responsible for all Interconnection Study-related costs in addition to the interconnection costs and risks up to the POI. These costs generally include equipment such as the GSU transformer (for conversion up to the interconnecting voltage level), Facility-side generator interrupting device, all Station Service equipment, and any additional equipment, such as a utility-owned interrupting device and metering needed to connect to the transmission facilities, as well as any additional real property for the interconnection substation and access, operation and maintenance, and administrative charges.

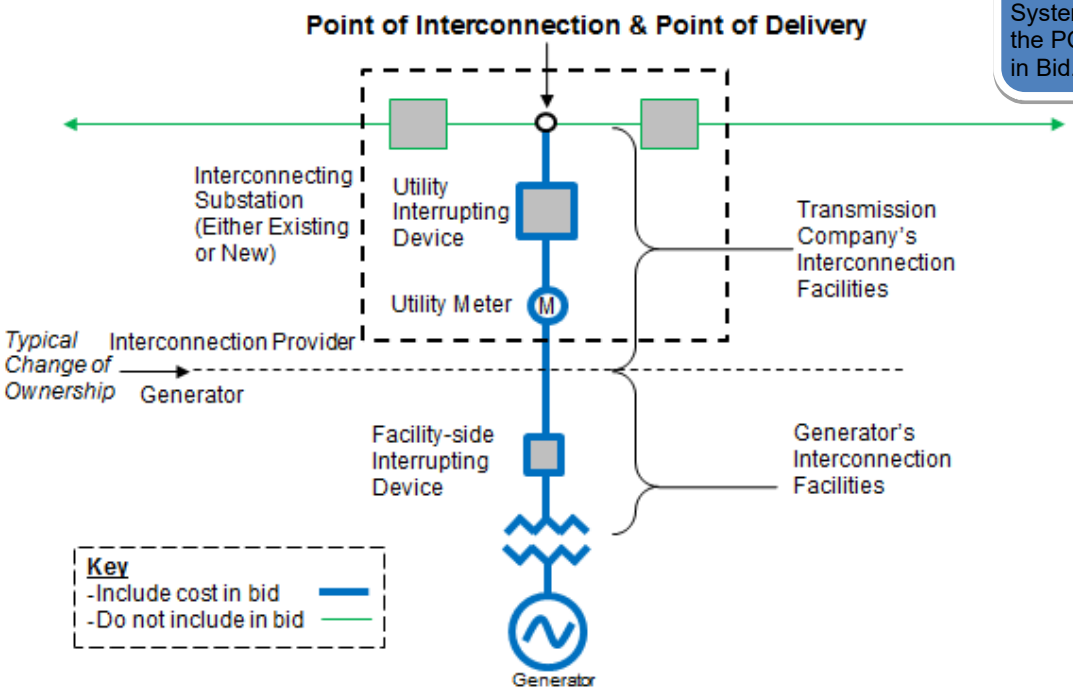
In addition, if applicable, Bidder also is responsible for the costs, risks, and coordination of the Affected System Upgrades that are required for interconnection.

Information regarding interconnection to the Southern Company Transmission System may be found at Southern Company's OASIS website at http://www.oasis.oati.com/SOCO/ index.html. Information about Generator Interconnection under Southern Company's OATT (i.e., Southern Company's Open Access Transmission Tariff, can be found in the Generator Interconnection folder on the Southern Company OASIS home page. A few examples of documentation include *Interconnection Requirements for Inverter-Based Generation*, *Generator Interconnection Business Practice*, and *Inverter-Based Electric Storage Operating Policy.*

If Bidder needs further clarification, please use the question and answer process available on the IE Website.

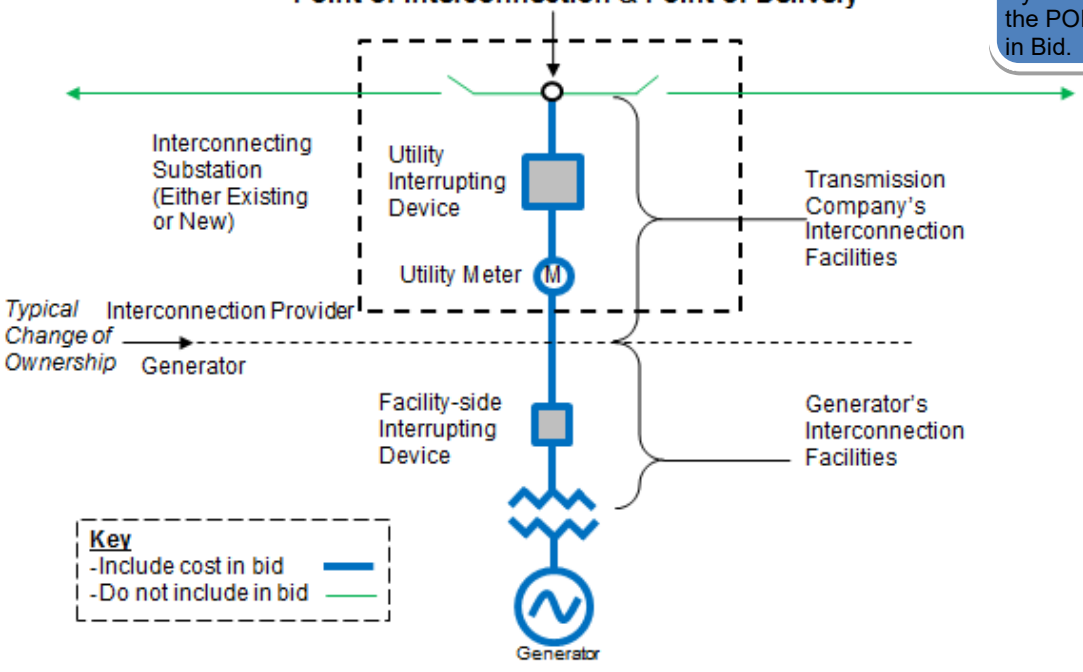


Generic Transmission Straight Bus Interconnection



* Any interconnection costs associated with Affected System Upgrades beyond the POI should be included in Bid.

Generic 115 kV Line or 46 kV Line Tap Interconnection



* Any interconnection costs associated with Affected System Upgrades beyond the POI should be included in Bid.

3. Interconnection to the Electric System of an ITS Participant

The following requirements apply to a Bid for a Facility interconnecting with the transmission system of an ITS Participant (Georgia Transmission Corporation, MEAG Power, or Dalton).

3.1. Procedure Guidance. If the Facility will interconnect to a transmission facility owned by an ITS Participant, such Bidder's interconnection application and Interconnection Agreement will be with the applicable ITS Participant. While ITS Participants utilize Interconnection Study processes comparable to GPC's process, Bidder is responsible for determining all rules, practices, policies, and timelines with which it must comply.

3.2. Bidder Cost Responsibility. If Bidder's Facility will interconnect with an ITS Participant, such Bidder is responsible for all Interconnection Study-related costs, in addition to any interconnection costs and risks up to and beyond the POI associated with any ITS Participant (non-GPC) owned transmission facilities. These costs generally include equipment such as the ITS Participant-owned interconnection substation, the GSU transformer (for conversion up to the interconnecting voltage level), Facility-side generator interrupting device, all Station Service equipment, and any additional equipment (such as a utility-owned interrupting device and metering needed to connect to the Interconnection Facilities), as well as any additional real property for the interconnection substation and access. In addition, if applicable, a Winning Bidder is responsible for the costs, risks, and coordination of Affected System Upgrades. It is Bidder's responsibility to determine and review all information regarding interconnection costs.

3.3. Interconnection Impacts. Interconnection impacts to the Electric System are unique to the specific design and location of each Facility and may require new or modified equipment beyond the POI. If a Facility is interconnecting with an ITS Participant, GPC will not impute to the Bid any costs for any new or modified ITS Participant-owned transmission Interconnection Facilities beyond the POI. Such costs must be determined by Bidder and included in the Bid price. However, any costs beyond the POI on the Southern Company Transmission System will be imputed to the Bid during the Bid evaluation and should not be included in the Bid price. If a Winning Bidder incurs interconnection-related costs for new or modified equipment beyond the POI on the Southern Company Transmission System, such Bidder must provide Additional Security for design, procurement, and installation of that equipment. However, the Additional Security will be returned to Bidder after the Facility achieves Commercial Operation. Any costs associated with ITS Participant-owned Interconnection Facilities or other Affected System Upgrades are solely Bidder's responsibility and should be included in the Bid price.

3.4. Delivery Impacts. From the Bids selected in the Competitive Tier, GPC will develop a cost estimate for Electric System improvements, if any, to the Southern Company Transmission System, the Georgia ITS, or both necessary to deliver the Energy from the POI to GPC's customers. These costs will be included in evaluating the economics of the Bid. If Electric System improvement costs are anticipated to be incurred by GPC to deliver the full output of the Facility, Bidder must provide Additional Security before GPC commences design, procurement, and construction of such facilities or incurs costs on the Bidder's behalf. GPC will return the Additional Security to Bidder once the Facility achieves Commercial Operation.

3.5. Facility Specifications. Each Bid must include the Facility data and specifications requested in the Bid form in order to allow the Evaluation Team, during the Bid evaluation, to identify any required modifications to the Southern Company Transmission System, Georgia ITS, or both that would be necessary to interconnect and deliver Energy from the Facility to GPC's customers.

4. Interconnection Outside Both the Southern Company Transmission System and Georgia ITS

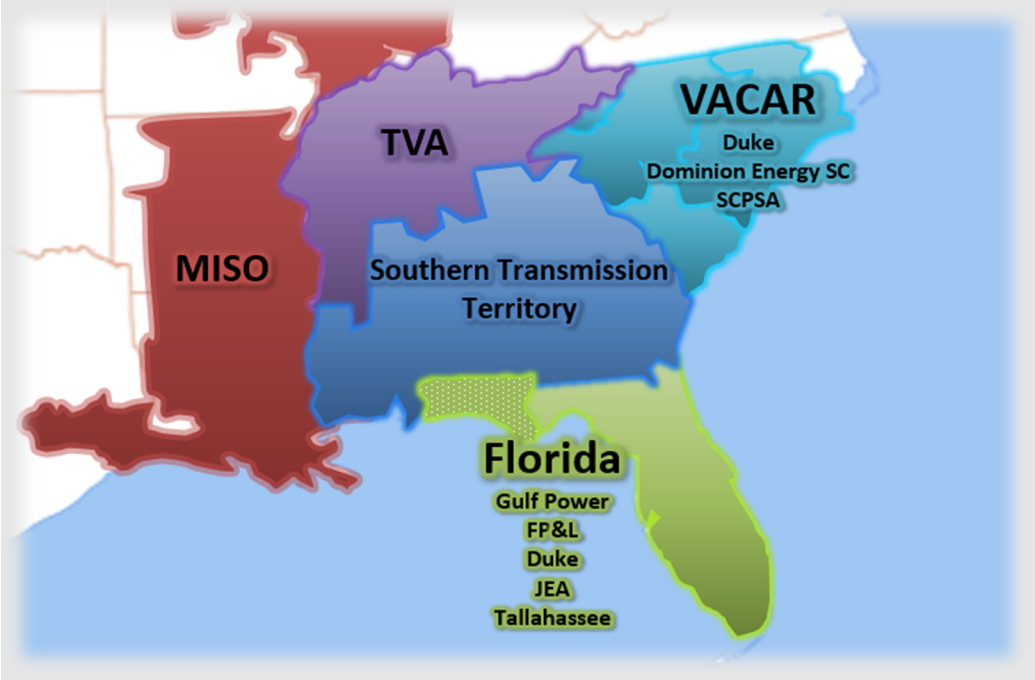
The following requirements apply to a Bid for a Facility that is not interconnecting directly to the Southern Company Transmission System or the Georgia ITS.

4.1. Bidder Cost Responsibility. Bidder is responsible for **ALL** costs and risks, including interconnection and delivery, and coordination necessary to transmit Energy from the Facility to the selected Southern Transmission Interface. For the avoidance of doubt, these costs can include transmission and distribution costs, scheduling costs, generation and energy imbalance

costs, congestion charges, operating reserve charges, and the costs of rights to utilize the Electric System. Each such Bidder must procure Firm Transmission Service for the full output of the Facility from COD through the remainder of the PPA Term to effectuate delivery to the selected Southern Transmission Interface. Each Bid must identify the Southern Transmission Interface to which the Facility will deliver.

4.2. Delivery to Southern Transmission Interface. GPC encourages each Bidder to begin any applicable Transmission Service Request ("**TSR**") process(es) from the POI to the selected Southern Transmission Interface as early as possible. In any event, Bidder must initiate the TSR process(s) with the appropriate provider(s) no later than seven Days after notification that the Bid is on the Short List, in order to procure the required Firm Transmission Service from Commercial Operation through the remainder of the PPA Term. Bidder must describe in its Bid its ability to meet the RCOD, based upon the applicable Firm Transmission Service process timeline(s) for delivery to the selected Southern Transmission Interface.

For this 2023 Biomass RFP, a Southern Transmission Interface is defined as a point where the Southern Transmission Territory connects to a neighboring Transmission Provider and can receive Firm Transmission Service deliveries from such Transmission Provider. The Southern Transmission Territory has four primary interfaces: TVA, VACAR, Florida, and MISO:



Bidder is responsible for all costs and risks, including interconnection- and delivery-related, to effectuate delivery from the Facility to the selected Southern Transmission Interface. In addition to interconnection, this will require Firm Transmission Service from the COD through the remainder of the PPA Term. Bidder is responsible for determining all transmission-related rules, practices, and policies with which it must comply for both interconnection and delivery to the selected Southern Transmission Interface.

Although Bidder is responsible for all costs and risks to deliver to the selected Southern Transmission Interface, there may be additional costs to deliver from the selected Southern Transmission Interface to GPC's customers. These costs should not be included in the Bid price. However, GPC will impute these costs to the Bid.

4.3. Interconnection Impacts. Interconnection costs will not be imputed to the Bid during the Bid evaluation and all such costs and risks are Bidder's responsibility. However, if GPC or one of its regulated electric utility Affiliates (Alabama Power Company or Mississippi Power Company) has transmission impacts and incurs costs for a Facility interconnecting outside the Southern

Company Transmission System, such costs will be imputed to the Bid. If GPC or one of its regulated Affiliates has such affected system transmission impacts, Bidder must provide Additional Security for any new or modified equipment on the Southern Company Transmission System beyond the POI. However, the Additional Security will be returned to the Bidder after the Facility achieves Commercial Operation.

4.4. Delivery Impacts. From the Bids selected in the Competitive Tier, GPC will develop a cost estimate for Electric System improvements, if any, to the Southern Company Transmission System, or the Georgia ITS, or both necessary to deliver the Energy from the selected Southern Transmission Interface to GPC's customers.[5] These costs will be imputed to the Bid when evaluating the economics of the Bid. If Electric System improvement costs are anticipated to be incurred by GPC to deliver the full output of the Facility, the Winning Bidder must provide Additional Security before GPC commences design, procurement, and construction of such facilities or incurs costs on Bidder's behalf. GPC will return the Additional Security to the Bidder once the Facility achieves Commercial Operation.

5. Interconnection and Delivery Costs Imputed. The table below reflects a summary of interconnection and delivery costs to be imputed to the Bid or borne by Generator.

	Interconnection to Southern Company Transmission System	**Interconnection to the Electric System of an ITS Participant**	**Interconnection Outside Both Southern Company Transmission System and Georgia ITS**
Costs *IMPUTED* to Bid Evaluation	Southern Company Transmission System Interconnection Costs beyond the POI (Southern Company Transmission System + ITS) Delivery Costs	(Southern Company Transmission System + ITS) Delivery Costs Interconnection Costs beyond the POI related to improvements on Southern Company Transmission System	Delivery Costs inside the STT (Southern Company Transmission System + ITS)
Costs *NOT IMPUTED* to Bid Evaluation (cost borne by Generator)	Any ITS Participant or other Affected System Interconnection costs beyond the POI	All Interconnection Costs except Interconnection Costs related to improvements on Southern Company System	All Interconnection Costs All Delivery Costs outside STT

[5] This evaluation does not include Transmission System modifications, if any, required to deliver the Energy to a Southern Transmission Interface.

EXHIBIT C - ENVIRONMENTAL SITE ASSESSMENT REQUIREMENTS

All Bid Submittals

From an environmental perspective, and in GPC's view, the best property for siting generation is property that has been comprehensively evaluated and determined to either have no past or present environmental concerns, or if concerns are identified, they can be avoided through generation technology or Site configuration. Where environmental impacts are possible, it is necessary to fully address impacts through avoidance, minimization, regulatory permitting and compliance, and possibly mitigation.

Each Bid will consider and address, at a minimum, the items outlined below. If a Bidder does not believe an item is applicable to its Project, Bidder must provide a statement as to why.

1. Waters of the U.S.
2. State Waters (where applicable)
3. 100-Year Floodplains
4. NPDES Construction Stormwater Permitting
5. Federal and State Protected Species and Species of Concern
6. Cultural Resources (Archaeology and Historical Architecture)
7. Spill Prevention, Control, and Countermeasures (SPCC) Compliance
8. Any contamination or potentially contaminated soil or groundwater (A Phase I Environmental Site Assessment may be required)
9. Air Quality (e.g., permitting of timber/other open burning, proximity to non-attainment areas, etc.)
10. Local government permitting, ordinances, and restrictions

With each Bid submittal, Bidder must provide a notarized Environmental Compliance Affidavit found in **Exhibit D** (*Environmental Compliance Affidavit*).

Environmental Assurances Due at Competitive Tier Selection

GPC requires assurances from each Bidder that due diligence concerning the protection of Project-related environmental factors has been conducted and will continue to be observed. Efforts should be made by Bidder to avoid environmental impacts, but where impacts are unavoidable, efforts should be made by Bidder to minimize and mitigate environmental impacts accordingly. Therefore, Bidder is required at a minimum to address the above factors with its Bid to allow GPC to independently assess what potential environmental impacts may result from construction and operation of the Project. Environmental assurances should be submitted once Bidder is selected to the Competitive Tier. Failure to address the items below will result in an incomplete Bid.

If a Bid is selected to the Competitive Tier, Bidder must submit to GPC the Environmental Assurances outlined below by the due date noted in the Solicitation Schedule.

Bidder should provide a preliminary Site plan that includes all environmental sensitivities overlayed with areas of proposed panels or land disturbance actions.

A. Waters of the United States

1. Documentation indicating that the final Site design accommodates final U.S. Army Corps of Engineers wetland delineation determination, protective buffers, and mitigation actions needed to satisfy the Section 404 permitting authority, as appropriate. Bidder must provide to GPC a copy of any final permit issued by the U.S. Army Corp of Engineers for the Project upon receipt.

    (a) A completed Waters of the U.S. (WOTUS) survey and findings report. The WOTUS survey must be no older than 5-years from date of Environmental Assurances

submittal. The WOTUS evaluation should be up to date with current regulations in place at the time of Competitive Tier selection.

(b) A preliminary Site plan/figure with WOTUS delineation shown.

(c) If WOTUS impacts will be required, provide an intended permitting strategy.

(d) Any Agency coordination associated with WOTUS, including jurisdictional verifications, permitting, or mitigation efforts.

B. State Waters and Protected Buffers

1. If the Project is subject to regulations that require waters to have protective buffers, those buffers should be shown on a preliminary Site plan/figure.

2. If impacts to buffers are required, provide a statement acknowledging and outlining any permitting that may be required.

C. Cultural Resources

1. Desktop review for archaeological and architectural resources. This will include, minimally:

   A review of the Georgia Natural, Archaeological, and Historic Resources Geographic Information System (GNAHRGIS) database for recorded archaeological sites and historic buildings, as well as previous surveys conducted in the area.

   The National Register of Historic Places (NRHP) database maintained by the National Park Service (NPS) and the Georgia State Historic Preservation Office (SHPO)

   Other online resources include:

   (a) Atlanta-region historic resources data made available through the Georgia Association of Regional Commissions;

   (b) Historic maps (e.g., topographic, soil, and highway) and aerial photographs that can be utilized to determine the potential for unrecorded archaeological and architectural resources;

   (c) FindAGrave.com and other online cemetery aggregate sites;

   (d) Publicly available tax parcel information that may indicate a cemetery or a historic structure; and

   (e) Battlefield core and study areas established by the American Battlefield Preservation Program and the Civil War Sites Advisory Commission.

2. A completed cultural resource study is recommended.

   (a) Any completed cultural resources study should conform to the Georgia Council of Professional Archaeologists' *Georgia Standards and Guidelines for Archaeological Investigations* (2019) and industry standard practices for architectural surveys.

   (b) If no field cultural resources study is completed, documentation of why is required.

3. If there are known cultural resources of concern at the Site (defined as a resource that is listed in or eligible for the NRHP, or of unknown NRHP eligibility), a detailed figure or drawing of sufficient scale to show avoidance, or a statement/plan for impacts to such resources, should be submitted.

4. If a cultural resource of concern (defined as a resource that is listed in or eligible for the NRHP, or of unknown NRHP eligibility) will be affected by the proposed project, coordination through the SHPO (Section 106) or the State Archaeologist (due diligence) is encouraged.

D. Protected Species of Special Concern – Agency– Section 7 Consultation

1. A completed protected species survey for both federal and state species of concern.

2. A preliminary Site plan/figure showing the location of protected species findings in relation to proposed panels or areas of land disturbance.

3. Documentation of bidder's engagement with the State DNR requesting consultation on Site surveys and Site design to avoid Sensitive Environmental Features, if present. Even though all associated Species of Special Concern might not be legally protected, GPC is engaged with agency and private partners in landscape-scale conservation strategies designed to help preclude the need for additional listings under the federal Endangered Species Act, so a Bidder's demonstrated consideration of these species is important to GPC.
4. Documentation of Bidder's engagement with USFWS requesting consultation on Site surveys and Site design.
5. If avoidance of Species of Special Concern and Sensitive Environmental Features is not possible and relocation or "take" is necessary, documentation of appropriate agency concurrence of such actions is required
6. All permits and relevant correspondence from USFWS and the State DNR that outline any opinions, recommendations, and subsequent desired actions, as well as documentation of compliance with agency input.

   Please note that all appropriate agency concurrences for take or relocation, and compliance with any agency recommendations, are required for a Bid to meet the environmental assurances component of this 2023 Biomass RFP.

E. Phase I Environmental Assessment

1. Documentation of any remediation that may be required from Phase I findings and developer's committed next steps based on said findings.

F. Any other documents or assurances that show the Site is compliant with applicable federal or state environmental regulations or laws.

GPC may request additional information to evaluate a Site's compliance with applicable federal or state laws as well as GPC's efforts and commitments to environmental stewardship.

Appropriate documentation may include:

- Technical reports;
- Survey data;
- Maps;
- Engineered drawings;
- Environmental assessments;
- Environmental impact avoidance plans/drawings;
- Minimization/mitigation plans/strategies;
- Evidence of environmental agency consultation, including email correspondence, formal letters, or permit documents; and
- Evidence of engagement on these topics with the local community, non-governmental organizations, county/municipal government, or the public.

EXHIBIT D - ENVIRONMENTAL COMPLIANCE AFFIDAVIT

Georgia Power Company
241 Ralph McGill Blvd NE
Bin No. 10196
Atlanta, Georgia 30308

RE: 2023 Request for Proposals for Up to 140 MW of New Biomass Generation – Environmental Compliance

Facility Address:

Generation Facility Type:

Contact person for the Site/Facility:

Ladies and Gentlemen:

On or before *[date]*, and in accordance with the provisions of 2023 Request for Proposals for Up to 140 MW of New Biomass Generation ("**2023 Biomass RFP**"), *[Insert Bidder's full legal name]*, a *[Insert Bidder's form of entity and state of organization]* ("**Bidder**"), is submitting one or more Bids for consideration to fulfill a portion of the 2023 Biomass RFP on behalf of the party that would execute a 2023 Biomass RFP Power Purchase Agreement ("**PPA**") with Georgia Power Company ("**GPC**") to sell Renewable Energy fueled by Biomass through the PPA ("**Generator**"). Capitalized terms that are undefined herein have the meaning assigned in the 2023 Biomass RFP.

Exhibit C (*Environmental Site Assessment Requirements*) of the RFP provides various environmental factors that, at a minimum, Bidder must consider, address, and document, as applicable, as part of its completed Bid. Bidder acknowledges that failure to consider environmental permitting, compliance, and Site-related environmental factor impacts, or failure to provide documentation of such consideration, will be deemed an incomplete Bid and may preclude further consideration of the Bid.

Bidder hereby represents, warrants, or covenants the following:

1. Bidder is familiar with all applicable federal, state, or local environmental regulations respecting the Site/Facility and has considered and addressed each of the factors described in **Exhibit C** (*Environmental Site Assessment Requirements*) of the 2023 Biomass RFP;

2. The Site/Facility will comply with all applicable federal, state, or local environmental requirements, including obtaining or renewing all applicable state and federal environmental permits;

3. Generator will maintain all required federal, state, or local environmental permits;

4. Bidder or Generator, as applicable, will promptly notify GPC in writing of any material change in the status of Bidder or Generator's environmental compliance;

5. Bidder and Generator will avoid environmental impacts, if possible, and will mitigate unavoidable environmental impacts as required under federal, state, or local regulations for the Term of the PPA; and

6. If this Bid is selected for the Competitive Tier, Bidder agrees to provide GPC Environmental Assurances by the due date noted in the Solicitation Schedule.

Please note that a statement from Bidder that "this work is being completed" or that "work is being done according to appropriate guidelines" will not be sufficient to meet the environmental requirements for a completed Bid.

Bidder does solemnly swear or affirm under penalty of perjury, that the information Bidder has provided in this Affidavit is based on Bidder's own personal knowledge and is true, complete, and correct. Bidder acknowledges that any change in compliance status constitutes a change of information, notice of which Bidder or Generator, as the case may be, must provide to GPC promptly. Bidder further certifies that Bidder personally examined and is familiar with all the foregoing information, including any attachments and appendices, and further certifies that information to be true, correct, and complete.

[Insert Bidder's full legal name]

By: _____

Name
Printed: _____

Title: _____

Date: _____

State of _____

County of _____

On this _____ day of _____, _____, before me appeared *[Bidder's full legal name]*, the person who signed the preceding Environmental Compliance Affidavit in my presence and who swore or affirmed that such person understood the document and freely declared it to be truthful.

_____

Official Signature of Notary

Official Seal of Notary

My Commission Expires:

EXHIBIT E - FORM SITE CONTROL AFFIDAVIT

[Bidder's full legal name]

[Insert Date]

Georgia Power Company
241 Ralph McGill Blvd NE
Bin No. 10196
Atlanta, Georgia 30308

RE: 2023 Request for Proposals for Up to 140 MW of New Biomass Generation – Site Control

Ladies and Gentlemen:

In accordance with the provisions of 2023 Request for Proposals for Up to 140 MW of New Biomass Generation ("**2023 Biomass RFP**"), *[Insert Bidder's full legal name]*, a *[Insert Bidder's form of entity and state of organization]* ("**Bidder**"), submits this Affidavit on behalf of the party ("**Generator**") that would execute a 2023 Biomass RFP Power Purchase Agreement ("**PPA**") with Georgia Power Company ("**GPC**") to sell Renewable Energy fueled by Biomass through the PPA. For Bidder to be eligible for participation, Bidder or Generator, as applicable, must, among other things, possess Site Control, as such term is defined below. Capitalized terms that are undefined herein have the meaning shown in the 2023 Biomass RFP.

Bidder hereby represents, warrants, or covenants that:

1. The Facility described in the Bid will be located at *[Insert parcel number and GPS coordinates of the Site]* ("**Site**")

2. Bidder or Generator, as applicable, has obtained control of the Site in the form specified below ("**Site Control**") [*check one*]. Bidder or Generator:

   - ☐ (a) Owns the Site (evidenced by a deed recorded in the county property records)
   - ☐ (b) Leases the Site (pursuant to a current binding written agreement between Generator and the owner or lessor of the Site)
   - ☐ (c) Holds an option to purchase the Site (pursuant to a current binding written agreement between Generator and the owner of the Site)
   - ☐ (d) Holds an option to lease the Site (pursuant to a current binding written option agreement with the owner or lessor of the Site).
   - ☐ (e) Holds a current binding easement or license from the owner or lessor of the Site that grants Bidder or Generator express rights to construct, install, operate, maintain and repair the Facility at the Site.

3. The above-selected Site Control is free and clear of any lien, right, contract, or other encumbrance that would prevent, limit, or otherwise impede or impair the construction, installation, or commissioning of the Facility or the operation, maintenance, or repair of the Facility during the PPA Term.

4. To the extent not otherwise addressed in Paragraph 2 above, Bidder or Generator is or will be the holder of each and every right-of-way grant, easement, or similar instrument(s) necessary for access to the Site, or otherwise to enable the construction, installation, and commissioning of the Facility and the operation, maintenance, and repair of the Facility during the PPA Term.

5. The Site is adequate for the Facility and lawfully zoned for the Facility, or if not already appropriately zoned, Bidder or Generator agrees to obtain appropriate zoning, and any and all other governmental approvals required for use of the Site, prior to Generator's execution of the PPA;

6. Bidder will promptly notify GPC in writing of any change in the status of Site Control; and

7. Upon request, Bidder will provide to GPC a copy of all documents necessary to demonstrate satisfactory legal evidence of Site Control, including the lease, deed, option, or easement, as applicable, comprising the Site Control noted above.

Bidder does solemnly swear or affirm, under penalty of perjury, that the information Bidder has provided in this Affidavit is based on Bidder's own personal knowledge and is true, complete and correct and that Bidder is authorized to submit this Affidavit on behalf of the Bid.

[Insert Bidder's full legal name]

By: _____

Name Printed: _____

Title: _____

Date: _____

State of_____
County of_____

On this _____ day of _____, _____, before me appeared *[Insert Bidder's full legal name],* the person who signed the Site Control Affidavit in my presence and who swore or affirmed that such person understood the document and freely declared it to be truthful.

_____

Official Signature of Notary

Official Seal of Notary

My Commission Expires:

EXHIBIT F – VIE CERTIFICATION

BID – _____.

The undersigned individual, being the Chief Financial Officer[6] of **[*Insert Bidder's full legal name*]** [("**Bidder**") and [**having responsibility/based on information I have received from individuals responsible**] for financial accounting matters associated with the Power Purchase Agreement ("**PPA**") that Bidder would enter with Georgia Power Company ("**GPC**") if Bidder is a Winning Bidder under the 2023 Biomass RFP, hereby certifies that the Bid WILL (_____)/WILL NOT (_____) require Bidder, at any time over the proposed PPA term and based on U.S. Generally Accepting Accounting Principles in effect as of the date of this certificate, to deconsolidate on its books and records any assets, liabilities, cash flow, profits, or losses of Bidder as a result of GPC being determined to be the Primary Beneficiary. My determination of the most likely accounting treatment of this transaction results from my personal consideration, after necessary discussions with relevant officers, of Accounting Standards Codification ("**ASC**") Topic 810, Consolidation, and the following factual matters:

1. Bidder's accounting policies, procedures, and internal controls are sufficient to provide GPC with an appropriate basis for confirming the information contained herein.

   _____Yes
   _____No (please explain)

   Explain: _____

2. Bidder qualifies for one of the scope exceptions listed in paragraphs 810-10-15-12 or 810-10-15-17 of ASC Topic 810.

   _____Yes
   _____No (please explain)

   Explain: _____

3. Bidder is financed with equity equal to or greater than ten percent (10%) of Bidder's total assets per paragraphs 810-10-25-45 to 47 of ASC Topic 810.

   _____ Yes
   _____No (please explain)

   Explain: _____

4. The PPA revenues correlate with fluctuations in Bidder's operating cash flows (operating expenses).

   _____ Yes
   _____ No (please explain)

   Explain: _____

5. The PPA reduces variability in the fair value of Bidder's assets, for example, by absorbing fuel or electricity price risk.

   _____ Yes
   _____ No (please explain)

   Explain: _____

[6] If Bidder's business structure does not designate an officer with this or a similar title, Bidder must provide written documentation affirming the authority of the individual who attests to this certification.

6. The PPA term is for greater than 50% of the remaining economic life of the unit.

   _____Yes
   _____No

7. The PPA is for substantially all of the proposed Facility's productive output.

   _____ Yes
   _____No

8. GPC or its Affiliates participated significantly in the design or redesign of the Facility.

   _____ Yes
   _____No

9. The percentage that the Facility's fair value represents, of the fair value of the proposed Bidder's total assets, is approximately;

   _____%

10. The Facility is essentially the only source of payment for specified liabilities or specified other interest (there is specific debt associated with the Facility).]

    _____ Yes
    _____No

Capitalized words used without definition here have the meaning shown in the 2023 Biomass RFP.

Bidder understands that GPC: (i) will perform an independent assessment of the PPA under ASC 810; (ii) will rely upon this certification in the evaluation of this Bid; (iii) may require Bidder to submit additional documentation supporting this certification; and (iv) reserves the right to reevaluate or disqualify this Bid if GPC determines that the PPA transaction will most likely be a Variable Interest Entity.

Confirmation

The above information (and any attachment) agrees with Bidder's records as of the date hereof.

[Insert Bidder's full legal name]

By: _____

Name Printed: _____

Title: _____

Date: _____

EXHIBIT G – FINANCE LEASE CERTIFICATION

*(While completion of this certification is a requirement, the assertions herein are relevant only to the extent that a lease is identified in accordance with Accounting Standard Codification ("**ASC**") Topic 842, Leases)*

BID -_____

The undersigned individual, being the Chief Financial Officer[7] of [***Insert Bidder's full legal name***] ("**Bidder**") and **[having responsibility/based on information I have received from individuals responsible]** for financial accounting matters associated with the Power Purchase Agreement ("PPA") resulting from the acceptance of this Bid by Georgia Power Company ("**GPC**"), based on my personal consideration, after necessary discussions with relevant officers, of factual matters hereby certifies the following, based on my understanding of ASC Topic 842 Leases.

1. The Bid DOES (_____)/DOES NOT (_____) transfer ownership of the Facility at or by the end of the proposed PPA Term as described in paragraph 842-10-25(a) of ASC Topic 842.
2. The Bid DOES (_____)/DOES NOT (_____) contain a purchase option for the Facility that is reasonably certain to be exercised as described in paragraph 842-10-25-2(b) of ASC Topic 842.
3. The PPA Term IS (_____)/IS NOT (_____) equal to the major part or seventy-five percent (75%) or more of the estimated remaining economic life of the Facility offered as described in paragraph 842-10-25-2(c) of ASC Topic 842.
4. The present value of the lease payments IS (_____)/IS NOT (_____) greater than or equal to substantially all or ninety percent (90%) of the fair value of the Facility offered as described in 842-10-25-2(d) of ASC Topic 842.
5. The Facility IS (_____)/IS NOT (_____) of such a specialized nature that it is expected to have no alternative use to Bidder at the end of the PPA Term as described in paragraph 842-10-25-2(e) of ASC Topic 842.]

If I have responded in the affirmative to one or more of the above factual statements, I have attached a good faith statement of the dollar amounts that GPC would be required to capitalize and the residual value of the Facility at the end of the PPA Term.

Capitalized words used without definition here have the meaning stated in the 2023 Biomass RFP.

Bidder understands that GPC: (i) will perform an independent assessment of the PPA under ASC 842; (ii) will rely upon this certification in the evaluation of this Bid; (iii) may require Bidder to submit additional documentation supporting this certification; and (iv) reserves the right to reevaluate or disqualify the Bid if GPC determines that the PPA transaction will most likely be a Finance Lease.

[signature follows]

[7] If Bidder's business structure does not designate an officer with this or a similar title, Bidder must provide written documentation affirming the authority of the individual who attests to this certification.

Confirmation

The above information (and any attachment) agrees with Bidder's records as of the date hereof.

[Insert Bidder's full legal name]

By: _____

Name Printed: _____

Title: _____

Date: _____

EXHIBIT H - OVERVIEW OF BID EVALUATION

I. Overview

Each Bid submitted into this 2023 Biomass RFP will be evaluated and ranked based on the net present value benefits to GPC's customers on a dollar per MW hour ($/MWh) basis. The net benefit of a Bid is calculated by subtracting the costs customers will pay if the Bid is selected from the projected costs customers would otherwise incur if the Bid were not selected. GPC will consider the Bid costs, the Projected Avoided Costs, any transmission and distribution costs, and will perform a portfolio analysis to consider the impact of such costs. These evaluation components are described in further detail below.

II. Bid Costs

Bid costs are the costs GPC customers will pay for implementing the Bid.

The primary component of these costs are the costs paid by GPC to the Generator for the Renewable Energy. These costs are dependent upon the Bid price of the Renewable Energy and the anticipated quantity of Renewable Energy to be delivered throughout the PPA Term. GPC's evaluation assumes 100% of the Project's Profile is delivered.

III. Projected Avoided Costs

Projected Avoided Costs represent the costs GPC would incur to provide the same service as would be provided by the proposed Project. Discussed more fully in Docket No. 44160, components of this cost include Deferred Generation Capacity, and Avoided Energy Costs. Because Projected Avoided Costs are calculated on an hourly basis, the total evaluated projected avoided cost benefit will vary depending on the Project's Profile reflected in the Bid.

A. *Generation Costs – Determining the Deferred Generation Capacity Costs:*

The Deferred Generation Capacity cost is a measure of the effective load carrying capability ("**ELCC**") consistent with the technology included in the Bid.

B. *Generation Costs – determining the Avoided Energy Costs:*

Each Bid's contribution to reducing the aggregate annual system generation fleet fuel and variable cost will be calculated by multiplying the projected hourly avoided energy rates in $/MWh by the Project's Profile in MWh for each Annual Period based on Bidders' provided Profile. The Profile submitted by Bidder will be adjusted to account for transmission losses.

IV. Evaluation of Transmission/Distribution System Impacts of Bids

An assessment of the transmission/distribution impact of each Bid is an integral part of the total cost analysis. Each Bid is evaluated from a transmission/distribution perspective in order to assess the additional investment to the existing transmission/distribution system required to interconnect and deliver the proposed generation to GPC's customers from the COD through the PPA Term.

For Bid evaluation purposes, the cost that would be borne by GPC of such transmission/distribution improvements over the PPA Term is imputed to the Bid.

As part of the evaluation of transmission/distribution impacts of each Bid, GPC will further assess any project scheduling risk posed by the transmission/distribution system evaluation, including the ability of the proposed Project to meet the RCOD.

V. Due Diligence Portfolio Analysis

Portfolio analysis will be necessary if the potential Short List includes Projects connecting to the Electric System such that the transmission/distribution cost of one Bid impacts the transmission/distribution cost of

another Bid. In such case, evaluations of the combined effects of such Bids would be necessary to select the best combination of Bids.

VI. Evaluation of Proposals with Unequal Contract Term Lengths

GPC will consider Bids offering a Term of 10, 15, 20, 25 or 30 Annual Periods at Bidder's option. For evaluation of Bids with unequal contract Term lengths, GPC will utilize its Projected Avoided Costs to enable evaluation of Bids on an equivalent basis given the unequal Term lengths, which is consistent with how GPC has evaluated Bids with different length terms in prior RFPs.

VII. Non-Price and Qualitative Considerations

Although Georgia Power's evaluation will primarily focus on a Bid's economic net benefits, other qualitative and non-price attributes will be considered, especially where one or more Bids offer a substantially similar economic benefit. It is a Bidder's responsibility to submit additional information related to its Bid if such information will materially improve the quality of its offer or GPC's understanding thereof. The non-price factors listed below may be used by GPC to select the winning bids:

- Reliability associated with the Facility location interconnecting to the Southern Company Transmission System;
- Locating the Facility in Georgia;
- Bidder development experience;
- Environmental Site Assessment;
- Permit status; and
- Bidder's compliance history.

EXHIBIT I – BID ASSIGNMENT GUIDELINES

1.1 Overview.

1.1.1 A Bid may only be assigned, including any assignment of a previously assigned Bid to the original Bidder, with the prior written notice to and consent of GPC in accordance with the requirements of this **Exhibit I** (*Bid Assignment Guidelines*).

1.1.2 For each proposed Bid Assignment, Bidder and the proposed Bid assignee named in and executing the consent request ("**Bid Assignee**") must review the requirements of this **Exhibit I** (*Bid Assignment Guidelines*) and agree to the *Request for Georgia Power Company's Consent to Bid Assignment* included as Attachment 1 to this **Exhibit I** (*Bid Assignment Guidelines*) ("**Consent Request**").

1.1.3 These guidelines are limited to Bid assignments during the 2023 Biomass RFP Bid solicitation phase (each such attempted or completed assignment, a "**Bid Assignment**"). For assignments, transfers, or other changes after execution of the PPA and IA, the contracting party must comply with requirements in such agreements. For purposes of this **Exhibit I** (*Bid Assignment Guidelines*) a Change of Control of a Bidder will be deemed an assignment, subject to the provisions hereof. For purposes of this **Exhibit I** (*Bid Assignment Guidelines*), a "Change of Control" is any transaction or series of related transactions which, if consummated, would result in Bidder being an Affiliate of another ultimate parent entity immediately after the transaction or series of transactions. For purposes of this definition, the ultimate parent entity is the Person who directly or indirectly controls 50% or more of Bidder's outstanding capital stock or other equity interests having ordinary voting power and who does not itself have an ultimate parent entity.

1.2 Notice and Consent Requirements.

1.2.1 **Notice Requirements.**

A. **Assignment Before Competitive Tier List Notification.** If Bidder intends to assign its Bid, Bidder must provide GPC with prior written notice through the IE in the form of the Consent Request of (i) Bidder's intent to assign the Bid, (ii) the name of the proposed Bid Assignee, (iii) the Required Information required under Section 1.3 below with respect to such Bid Assignee, and (iv) Bidder's request for GPC to consent to the Bid Assignment. The Consent Request and all required information must be submitted to GPC through the IE at least 15 days before the proposed effective date of the Bid Assignment, but in no event less than 15 days before the Competitive Tier Selection Date as noted in the Solicitation Schedule. A Bid may not be assigned after it has been included on the Competitive Tier List.

B. **Failure to Comply with Notice Requirements**. If a Bidder does not comply with the notice and consent requirements of this **Exhibit I** (*Bid Assignment Guidelines*), GPC may include the Bid in the Release List for that reason alone. (A consent granted by GPC for a Bid Assignment does not mean that the Bid will be selected as a Winning Bid or even selected for the Competitive Tier.)

1.2.2 **Consent by GPC.** Bidder may not assign any Bid without GPC's prior written consent. Any attempted Bid assignment without GPC's prior written consent, and any attempted Bid assignment after the Competitive Tier Selection Date as noted in the Solicitation Schedule, will be null and void and the original Bidder will remain responsible for all of its obligations relating to the Bid. In no event will GPC's consent to a Bid Assignment be deemed to obligate GPC in any way to the original Bidder or the Bid Assignee regarding the evaluation of the Bid including its potential rejection. GPC reserves the right to reject Bidder's Bid Assignment in its sole but reasonable discretion, including if notice is late, incomplete, or GPC determines the Bid Assignment would be contrary to the 2023 Biomass RFP or the Commission's orders relating to the 2023 Biomass RFP. If GPC rejects a Bidder's proposed Bid Assignment, GPC will provide the Bidder with notice through the IE, but the notice will not include a detailed explanation of

GPC's rejection of the Bid Assignment. GPC's consent to any Bid assignment request is subject to, among other things, Bid Assignee's acknowledgement of and agreement to the terms of the 2023 Biomass RFP, including the waiver in Section 8.10 of the 2023 Biomass RFP.

1.3 Required Information. Bidder must provide all information described in this Section 1.3 (*Required Information*).

1.3.1 **Bid Assignee Information.** Bidder must include with its Consent Request all applicable information pertaining to the proposed Bid Assignee that was required of Bidder under Part 5 (*Bidder Attributes*) and Part 6 (*Bid Submission Requirements*) of the 2023 Biomass RFP, including all required affidavits and certifications (in proposed Bid Assignee's name), and financing plans, and any modifications regarding the information submitted by the original Bidder with its Bid. Bidder must also identify whether the proposed Bid Assignee is an Affiliate of Bidder or an unrelated third party.

1.3.2 **Confirmation of Assignee Information.** As required by the Consent Request, by providing notice to GPC of Bidder's intent to assign the Bid through the IE, Bidder and Bid Assignee represent and certify the following:

A. The proposed Bid Assignment will not adversely impact any obligations of the Bidder under the Bid as assumed by the Bid Assignee as of the Bid Assignment Effective Date.

B. The Bid Assignee meets the Bidder requirements of the 2023 Biomass RFP.

C. The proposed Bid Assignee is willing, ready, and able to perform and discharge all obligations of Bidder for the Bid.

D. The proposed Bid Assignee agrees to the terms of the 2023 Biomass RFP, including the waiver in its Section 8.10 (*GPC Discretion in Contracting*) and to assume all obligations of the Bidder under the Bid.

1.3.3 **Additional Information Requested by GPC.** GPC may request for Bidder or the proposed Bid Assignee to provide additional information as GPC deems necessary. Bidder must promptly provide additional information through the IE that GPC may request from Bidder or the proposed Bid Assignee to avoid any delays in GPC approving the Bid Assignment or GPC rejecting the Bid Assignment.

1.4 Fees. Bid Assignee must pay a non-refundable fee of $2,500 to defray the costs of GPC's review, approval or denial of Bidder's request for consent to the Bid Assignment.

ATTACHMENT 1 TO EXHIBIT I

GPC Bid Assignment Consent Form

Request for Georgia Power Company's Consent to Bid Assignment

(submitted via the IE Website)

Georgia Power Company's 2023 Biomass RFP

Today's Date	

Proposed Effective Date of Proposed Bid Assignment *(must be at least 15 Days after Today's Date and at least 15 Days prior to the Competitive Tier Selection Date as noted in the Solicitation Schedule)*	

Bidder Name	

Power Purchase Agreement ("PPA") Project Number	**GPC-**

Facility Name	

The undersigned Bidder ("**Bidder**") is undertaking a proposed Bid Assignment to the proposed assignee named and signing below ("**Bid Assignee**"), in accordance with RFP Section 6.11 (*Bid Assignment*) and RFP Exhibit I (*Bid Assignment Guidelines*). Bidder and Bid Assignee each acknowledge that the consent of Georgia Power Company ("**GPC**"), if given and evidenced by the signature of an authorized GPC representative below, will not become effective until the Effective Date of the Bid Assignment reflected in GPC's signature block below and is contingent upon full compliance with RFP Section 6.11 (*Bid Assignment*) and RFP Exhibit I (*Bid Assignment Guidelines*) by both Bidder and Bid Assignee. In no event will a consent by GPC to the Bid Assignment obligate GPC in any way to the original Bidder or Bid Assignee regarding the evaluation of the Bid including its potential rejection. Bidder and Bid Assignee, as applicable, makes the following representations as required by RFP Section 6.11 (*Bid Assignment*) and RFP Exhibit I (*Bid Assignment Guidelines*) and provides notice to, and requests the consent of, GPC regarding the Bid Assignment:

---

1. **Bid Assignee Information.**

   Bidder represents that it has included with this *Request for Georgia Power's Consent to Bid Assignment* all applicable information regarding Bid Assignee required to be provided by Bidder to GPC under RPF Exhibit I, Section 1.3.1 (*Bid Assignee Information*).

2. **Confirmation of Assignee Information.**

   Bidder and Bid Assignee each represent and confirm the following:

   A. The proposed Bid Assignment will not adversely impact any obligations of the Bidder under the Bid as assumed by the Bid Assignee as of the Bid Assignment Effective Date.

   B. The Bid Assignee meets the Bidder requirements of the 2023 Biomass RFP.

   C. The proposed Bid Assignee is willing, ready, and able to perform and discharge all obligations of Bidder for the Bid.

D. The proposed Bid Assignee acknowledges and agrees to the terms of the 2023 Biomass RFP, including the waiver in Section 8.10 (*GPC Discretion in Contracting*) of the 2023 Biomass RFP and to assume all obligations of Bidder under the Bid.

3. Fees.

Bidder confirms that it has paid the $2,500 bid assignment fee as required by RFP Exhibit I, Section 1.4.

4. Miscellaneous.

This *Request for Georgia Power's Consent to Bid Assignment* may be executed in multiple counterparts, each of which is an original and all of which constitute a single instrument; the signatures of each party need not be contemporaneous. The parties may exchange counterparts of this document as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; an electronic or scanned signature is an original signature for all purposes. Each party represents and warrants that the individual signing this *Request for Georgia Power's Consent to Bid Assignment* on its behalf is authorized to sign this instrument. No further proof of authorization is required.

In consideration of the mutual promises described here, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which each party acknowledges, and intending to be legally bound, the parties evidence this Consent Request by execution below:

Bidder Signature:

The undersigned Bidder provides notice to GPC and requests GPC's consent as indicated above.

#BidderLegalName#

Signature of Authorized Representative

Name (*Please Print)*

Title

Bid Assignee Signature:

The undersigned proposed Bid Assignee: (i) acknowledges Bidder's Request for GPC's consent to this Bid Assignment; (ii) represents that it has a complete copy of, and has reviewed, the Bid; (iii) makes all representations, warranties, and covenants required for this Bid Assignment per all applicable terms and conditions; (iv) warrants that all representations and warranties made by Bidder in the Bid are true and correct as to the Bid Assignee as of Today's Date noted above and covenants that they will also be true and correct as of the Effective Date of the Bid Assignment; (v) acknowledges and agrees to the terms of the 2023 Biomass RFP, including the waiver in Section 8.10 (*GPC Discretion in Contracting*) of the 2023 Biomass RFP; and (vi) agrees to assume all of Bidder's obligations (as applicable) under the Bid, including those associated with the referenced Facility and Project Number upon the actual Effective Date of the Bid Assignment.

#BidAssigneeLegalName#

Signature of Authorized Representative

Name (*Please Print)*

Title

Email

Mailing Address

GPC Signature:

By signing below, GPC, consents to the proposed Bid Assignment of the Bid to the Bid Assignee as of the effective date indicated below.

Georgia Power Company	
Signature of Authorized Representative	
Name (*Please Print)*	
Title	
Bid Assignment Effective Date	

EXHIBIT J – PRO FORMA PPAS

Each of the following pro forma PPAs are found on the IE's Website and are hereby incorporated by reference:

- New Biomass Resource Pro Forma PPA – New Greenfield Project
- New Biomass Resource Pro Forma PPA – Biomass Addition Project