

2023 Request for Proposals

for Solar Photovoltaic Distributed Generation

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Issued by Georgia Power Company
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SCHEDULE OF DEFINED TERMS AND RULES OF CONSTRUCTION

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

2019 IRP Final Order: The Order from GPC's 2019 IRP as entered by the Commission in Docket No. 42310.

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

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

2023 DG RFP: This 2023 Request for Proposals for Solar Photovoltaic Distributed Generation.

2024 DG RFP: GPC's planned 2024 Request for Proposals for Solar Photovoltaic Distributed Generation.

8760 Profile: An estimate of a Facility's annual energy production based upon an analysis of the Facility's expected performance for each of the 8760 hours in a non-leap year: (i) in Eastern Standard Time; (ii) unadjusted for daylight savings time; and (iii) at the Facility's Change of Ownership.

AC: Alternating current.

Access Route: The suitable all-weather access route from the nearest public roadway to the Change of Ownership that is acceptable to GPC and that must be available to GPC at all times (24/7/365(366)) throughout the IA term to facilitate GPC's construction, operation, or maintenance of the Interconnection Facilities or other related GPC activity.

Affected System: An Electric System utility other than GPC, an electric facility owner, or another utility that is impacted by Bidder's proposed Facility interconnection.

Affiliate: For a specific Person, any other Person directly or indirectly controlling, controlled by, or under common control with the Person. For purposes of this definition, "control" when used regarding any entity 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. The 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 the Person; the terms "controlling" and "controlled" have meanings correlative to "control."

Annual Energy Contract Amount (AECA): The amount of Energy to be delivered to GPC for the applicable Annual Period as will be set forth in Table B in PPA Exhibit A (*Project Information*) Section 3 (*Term; Contract Energy Price; Annual Energy Contract Amount*).

Annual Period: Any one of a succession of consecutive 12-month periods during the Term, the first of which will begin on the first Day of the month after Generator obtaining COA, except that if COA occurs on the first Day of a month, the first Day of the first Annual Period is the date of COA.

Auxiliary Equipment: Auxiliary and ancillary equipment at or otherwise supporting the Facility, including lights and security equipment and systems (e.g., gates and cameras).

Avoided Energy Costs: For each hour of a given month, the amount, in cents per kilowatt-hour (¢/kWh) that is equal to the avoided cost of generation on the GPC territorial system for each hour of the month. Avoided Energy Costs can include the costs associated with avoided fuel costs, avoided variable operations and maintenance costs, avoided environmental compliance costs, and avoided transmission energy losses.

Best Cost Analysis: An analytical method GPC will use to compare Bids and Company-Owned Proposal(s) to one or more SWAC Reference Benchmarks to determine the Best Cost Threshold.

Best Cost Threshold: The threshold selected through the Best Cost Analysis that GPC will use to determine which Bids and Company-Owned Proposals are Economically Competitive Submissions.

Bid: As more fully delineated in Part 6 (*Bid Process*), each separate bid submitted into this DG RFP.

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

Bid Book: Each Bidder's private electronic file on the IE Website through which the Bidder communicates with the Evaluation Team, Staff, and IE, and in which all Bid-specific documents submitted by the Bidder are stored.

Bid Due Date: The date and time specified for complete submission of Bids into this DG RFP, as shown in the Solicitation Schedule (Section 1.1.1 (*Solicitation Schedule*)) or, if applicable, as modified in accordance with DG RFP terms and conditions.

Bid Fee: The non-refundable $4/kW fee Bidder must submit with each Bid to defray the costs incurred by GPC to administer this DG RFP.

Bid Form: The electronic form found on the IE Website through which a Bidder submits its Bid, including Supplemental Bid Information if requested by GPC.

Bid Period: The period of time during which a Bidder may submit a Bid for consideration, as shown in the Solicitation Schedule (Section 1.1.1 (*Solicitation Schedule*)).

Bid Price: The Levelized Pricing or Escalating Pricing stream (¢/kWh) in the Bid, including all Interconnection Costs.

Bidder: As applicable, each Person contemplating submission of a Bid or who submits a Bid.

Bid Information: The ongoing status of any Bid or potential Bid and any information submitted, exchanged, or discussed between the Bidder, Staff, the IE, and GPC (the exchanges and discussions to occur in accordance with the guidelines of this DG RFP and Commission Rules).

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

Business Day: Any Day excluding Saturday, Sunday, and any Day on which banking institutions in Atlanta, Georgia are closed because of a federal holiday.

Certification: The certification GPC will seek from the Commission under O.C.G.A. § 46-3A-4 for each PPA entered under this DG RFP.

Certified Diverse Supplier: Any contractor or supplier that falls into at least one of the following business groups: (i) Small Disadvantaged Business; (ii) Woman-Owned Business; (iii) HUBZone Business; (iv) Veteran-Owned Business; (v) Minority-Owned Business; (vi) LGBT-Owned Business; or (vii) Disability-Owned Business.

Change of Ownership: The physical point where the Facility's tie-line connects with the ICF Site Interconnection Facilities, as will be further defined and depicted in the IA.

COA: See Commercial Operation Authorization.

Comment Period: The period during which Bidders and interested parties may submit comments regarding the RFP Documents and the Bid process, as shown in the Solicitation Schedule (Section 1.1.1 (*Solicitation Schedule*)).

Commercial Operation: The Facility's generation of Energy on a reliable basis according to the requirements of the PPA.

Commercial Operation Authorization (COA): GPC's written notice to Generator that the Facility can commence Commercial Operation.

Commission: The Georgia Public Service Commission.

Company-Owned Proposal: A GPC proposal to construct and own a Facility that can deliver a portion of the renewable resources sought by this DG RFP.

Company-Owned Proposal Team: Any GPC team that intends to submit a Company-Owned Proposal in this DG RFP, as well as any other Person acting for that GPC team or on its behalf in support of the development and submission of any Company-Owned Proposal.

Contract Energy Price: The price that GPC will pay to Generator for Solar Output, as will be designated in the PPA.

Creditworthy or **Creditworthiness:** A Person: (i) with an investment grade rating from at least two of the Rating Agencies, such that its senior unsecured debt (or issuer rating if the 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) has satisfactory and verifiable creditworthiness as determined in GPC's sole discretion.

DC: Direct current.

DEI: See *Diversity, Equity, and Inclusion*.

Day: Any calendar day, including Saturday, Sunday, or a federal holiday.

Deficient Submission: Any Bid or Company-Owned Proposal that fails to provide all required information or is otherwise noncompliant with this DG RFP.

Delay Damages: Liquidated damages, in amounts that will be stipulated in the PPA, to be paid by Generator for a failure to: (i) achieve Mechanical Completion by the RMCD; or (ii) submit the Initial Synchronization Request by the Required Notice Date for Initial Synchronization.

DG: See *Distributed Generation*.

DG Interconnection Construction Guidelines: GPC's ***Distributed Generation Interconnection Construction Guidelines***, available at https://www.georgiapower.com/content/dam/georgia-power/pdfs/residential-pdfs/solar/dg-interconnection-construction-guidelines.pdf, or any successor guideline.

DG RFP: This 2023 DG RFP.

Distributed Generation (DG): Renewable generation facilities with generating capacity sized greater than 250 kW, but not more than 6 MW, that interconnect to the Distribution System.

Distribution Cost Matrix: GPC's cost matrix that provides non-binding estimates of the typical costs that may be incurred to safely and reliably interconnect with the Distribution System.

Distribution System: Electric System facilities owned by GPC that operate at a nominal operating AC voltage below 40 kV.

Distribution Test Policy: GPC's ***Distribution Test Policy***, which is available at www.georgiapower.com/content/dam/georgia-power/pdfs/residential-pdfs/solar/Distribution-Test-Policy-REV-2020-03-02.pdf, or any successor policy.

Diversity, Equity, and Inclusion (DEI): Bidder's efforts to ensure that its workforce, contractors, and suppliers are fairly treated and include all groups, including historically underrepresented and marginalized groups.

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 Competitive Submission: Any Bid or Company-Owned Proposal that ranks at or better than the Best Cost Threshold and otherwise conforms to the requirements of this DG RFP.

Economically Non-Competitive Submission: Any Bid or Company-Owned Proposal that conforms to the requirements of this DG RFP but ranks worse than the Best Cost Threshold.

Electric System: The network of electric generation, transmission, or distribution facilities owned or operated by GPC or other electric utilities in Georgia or a surrounding state, specifically including: (i) the Georgia Integrated Transmission System; and (ii) Interconnection Facilities.

Electrical Products: All electrical products produced by or related to 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, or any benefit GPC otherwise would have realized from or related to the Facility if GPC, rather than Generator, had constructed, owned, or operated the Facility, it being the Parties' intent that all those benefits and entitlements, in addition to electrical output, that flow from construction, ownership, or operation of the Facility, whether existing as of the Execution 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 investment tax credit (ITC), production tax credit (PTC), or depreciation deduction, or any grant in lieu of investment tax credit or any similar financial payment or grant with respect to the Facility.

Eligible Collateral: Either: (i) cash deposited into a Security Account or as otherwise deposited with GPC as the Parties may agree; (ii) a Letter of Credit; or (iii) a Generator Guaranty.

Energy: The energy portion of the Solar Output delivered to the POI in accordance with the PPA, which does not include Environmental Attributes produced by the Facility.

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, if requested by GPC, Bidder must submit to GPC, within 30 Days after Bidder is notified its Bid advanced to the RFP Target List, 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 Attributes: Either: (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 energy certificates, renewable certificates, RECs, CO2 credits, emissions reduction credits, and all those that otherwise arise or result from the Facility's generation of Energy, and all those that otherwise arise or result from the Facility's existence): (a) howsoever titled and whether known or unknown; (b) whether existing as of the PPA Execution Date or at any time during the Term; and (c) whether the 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 the environmental benefit could be realized by Generator.

Escalating Pricing: Pricing (i.e., the Monthly Energy Payment as defined in the PPA) that escalates each Annual Period.

ET: See *Eastern Time*.

Evaluation Team: The team preparing this DG RFP and evaluating Bids submitted in this DG RFP.

Event of Default: A failure by Generator to perform or comply with a material term or condition of the PPA, as further defined in PPA Section 9.1 (*Events of Default*).

Execution Date: The date on which GPC signs the PPA and the IA, as shown on the signature pages.

Facility: Generator's solar electric DG facility as described in the Bid (and as will be further described in Exhibit A *(Project Information)* of the PPA), including all equipment and facilities not owned by GPC and installed on Generator's side of the Change of Ownership. A Facility cannot cross a railroad, public waterway, public road, or equivalent transportation interchange.

Facility Size: The Facility's installed AC capacity at unity power factor, as will be set forth in PPA Exhibit A (*Project Information*).

Facility One-Line Diagram: A diagram of the Facility that is: (i) substantially similar to the sample Facility one-line diagrams found in Exhibit C (*Sample Facility One-Line Diagrams*); or (ii) approved by GPC as described in Exhibit C (*Sample Facility One-Line Diagrams*).

FASB: Financial Accounting Standards Board.

FERC: Federal Energy Regulatory Commission.

Final Facility Documents: The final Facility documents that provide all Facility technical details or are required by GPC (including the final Facility One-Line Diagram, Site plan, panel and inverter specifications, and the information required by Southern Company DER Policy Section 8.6.2 (*Completion of DER Construction*)), which may not substantively change without GPC's express prior written consent.

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.

Generator: A Winning Bidder who executes 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 PPA, and is otherwise an entity acceptable to GPC.

Generator Guaranty: A guaranty provided by a Generator Guarantor that is substantially in the form of the guaranty in PPA Exhibit F (*Form of Guaranty*).

Governmental Authority: As applicable to the specific Person, facility, or event, any federal, state, or local governmental or regulatory authority, administrative agency, commission, department, board, or court that has jurisdiction over the Person, facility, or event or regarding this DG RFP or the PPA.

GPC: Georgia Power Company, a Georgia corporation, which is a subsidiary of Southern Company, or any permitted successor or assign. "Company" is the equivalent term in the Southern Company DER Policy.

GPC EPC Contractor: A contractor providing engineering, procurement, and construction services selected by the Company-Owned Proposal Team to assist in the submission of a Company-Owned Proposal.

Hold List: A subset of the Reserve List that consists of Bids that provide a Net Benefit and will be the first Reserve List Bids that will advance to the RFP Target List if a Bid on the RFP Target List is removed.

Hosting Capacity Tool: A web-based map that generally depicts the estimated hosting capacity available in certain areas of GPC's service territory.

IA: See *Interconnection Agreement*.

ICF Site: See *Interconnection Facilities Site*.

IE: See *Independent Evaluator*.

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

Independent Evaluator (IE): The Accion Group, who reports to the Commission and is under contract with GPC to oversee this DG RFP, provide the IE Website, and serve as point of contact for all Participants.

Initial Synchronization: GPC's initial energization of the Interconnection Facilities to allow trial parallel operation of the Facility with the Electric System, including export of test electric energy to the Distribution System, for no more than seven Days.

Initial Synchronization Request: Generator's written notice to GPC: (i) informing GPC that, as of the date of Generator's request, the Facility is ready for Initial Synchronization; and (ii) requesting Initial Synchronization.

Interconnection Agreement (IA): The agreement between Generator and GPC containing terms and conditions governing the interconnection and parallel operation of the Facility with the Distribution System.

Interconnection Costs: All costs and expenses (including overheads) arising in connection with: (i) the technical review, design, procurement, construction, and installation of the Interconnection Facilities (including costs associated with obtaining property rights required for interconnection, like easements and permits); (ii) ongoing operations and maintenance costs for the Interconnection Facilities throughout the Term; (iii) and other costs, as further defined in the IA.

Interconnection Cost Methodology: The methodology GPC will use to allocate Interconnection Costs to a Bid, as described in Exhibit A (*Interconnection Cost Methodology*).

Interconnection Facilities: The physical facilities installed or modified by GPC on GPC's side of the Change of Ownership location, as will be illustrated in the IA, and that, in GPC's reasonable judgment, are necessary for interconnected operations of the Facility with the Electric System and for the Facility's receipt of Station Service. Interconnection Facilities will be owned by GPC, or, if indicated in the IA, an Affected System, and include facilities for the connection, switching, metering, distribution, and safe operation of the Electric System.

Interconnection Facilities Site (ICF Site): The real property acceptable to GPC where designated Interconnection Facilities are or will be located, and specifically including the Access Route.

Interconnection Facilities Site Plan (ICF Site Plan): The Site Plan created by GPC after the Site visit that reflects the location of the to-be-constructed Interconnection Facilities and provided to Bidder in its Bid Book on the IE Website.

Interconnection Guidance: The guidance provided by GPC to a Bidder, upon Bidder's request and payment of the fee, to assist Bidder in evaluating its siting options and identifying potential interconnection constraints prior to submitting a Bid.

Interconnection Limit: The Facility's maximum kW output that will be specified in PPA Exhibit A (*Project Information*) and IA Exhibit A (*Interconnection Details*).

Interconnection Study: A study GPC conducts to evaluate the Facility's impact to the Electric System to determine necessary Interconnection Facilities, any Distribution System improvements, and Interconnection Costs and to identify potential Affected Systems.

Interconnection Study Fee: A non-refundable fee in the amount of ten thousand dollars ($10,000) paid to GPC by Bidder for an Interconnection Study, as further described in Section 7.7.1 (*Interconnection Study Fee*).

kW: Kilowatt (AC).

kWh: Kilowatt-hour (AC).

Letter of Credit: An irrevocable standby letter of credit that is: (i) substantially in the form of PPA Exhibit F (*Form of Letter of Credit*); (ii) 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) otherwise acceptable to GPC in GPC's sole discretion.

Levelized Pricing: Pricing (i.e., the Monthly Energy Payment as defined in the PPA) that remains level throughout the PPA Term.

Mechanical Completion: Generator's satisfaction of the following criteria and conditions: (i) Generator provided to GPC, and GPC accepted, the Final Facility Documents as outlined in PPA Section 2.3 (*Final Facility Documents*); (ii) Generator completed the assembly, construction, and installation of the Facility and the Facility is mechanically, electrically, and functionally complete and sound, including that all wiring, controls, instruments, relays, and safety systems are installed and capable of operation in accordance with the approved Final Facility Documents; (iii) the Facility passed an electrical inspection (as evidenced by appropriate inspection documentation) by either: (a) the appropriate city or county inspection authority; or (b) if there is no inspecting authority, a licensed electrician or Professional Engineer; (iv) Generator obtained all other governmental approvals required for the operation of the Facility; (v) the Facility otherwise is ready for Initial Synchronization; and (vi) Generator submitted to GPC the Mechanical Completion Certificate.

Mechanical Completion Certificate: A written certification by Generator that the Facility achieved Mechanical Completion, in the form of PPA Exhibit C (*Mechanical Completion Certificate*).

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).

Net Benefit: The difference between the Projected Avoided Cost and the Bid Price on a levelized basis.

O&M Costs: Ongoing costs of: (i) owning, operating, maintaining, or replacing the Interconnection Facilities; and (ii) control center monitoring of the Facility's parallel operation with the Electric System.

Off-Site Interconnection Costs: All Interconnection Costs that are not On-Site Interconnection Costs.

On-Site Interconnection Costs: Interconnection Costs to be incurred for Interconnection Facilities located on the ICF Site, between the Point of Interconnection and the Change of Ownership.

Participant: A Bidder or the Company-Owned Proposal Team, as applicable. "**Participants**" refers collectively to Bidders and the Company-Owned Proposal Team.

PE: See *Professional Engineer*.

Performance Security: Security in the form of Eligible Collateral to ensure due performance of Generator's PPA obligations, as may be required under PPA Exhibit B (*Performance Security*).

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

Point of Interconnection (POI): The point where the Facility is interconnected to the Distribution System, which is not necessarily the same as the point where Change of Ownership occurs.

PowerClerk: An online application and project management portal used in administration of the PPA, which will be made available to Generator after PPA execution.

PPA: The DG Solar Power Purchase Agreement that will be entered into by GPC and a Winning Bidder (or other Person identified as PPA counterparty (i.e., Generator) as permitted by this DG RFP), in the form of the pro forma PPA found on the IE Website and incorporated into this DG RFP by this reference.

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

Primary Evaluation Team: Members of the Evaluation Team who oversee the development and administration of this DG RFP, evaluate all DG RFP submissions, and have access to all DG RFP data, including pricing.

Professional Engineer (PE): An individual possessing a professional engineering license in good standing through the applicable state board with licensing authority over professional engineers.

Projected Avoided Cost: The cost GPC would incur to provide the same service that the Bid would provide, as calculated in accordance with the RCB Framework approved by the Commission's 2022 IRP Final Order in Docket No. 44160. Applying the RCB Framework for Distribution System resources, depending on Facility location and size, components include: (i) deferred generation capacity costs; (ii) Avoided Energy Costs; (iii) integration costs; and (iv) deferred transmission investment benefit.

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, applicable law, and, as applicable, requirements of the PPA and IA.

PURPA: The Public Utility Regulatory Policies Act of 1978, 16 U.S.C. 796 and 824a-3.

QF: See *Qualifying Facility*.

Qualifying Facility (QF): A qualifying cogeneration facility or qualifying small power production facility within the meaning of PURPA sections 201 and 210 and Part 292 of Title 18 of the United States Code of Federal Regulations.

Rating Agency: The rating entities of S&P, Moody's, or Fitch.

RCB Framework: See *Renewable Cost Benefit Framework*.

RECs: See *Renewable Energy Credits*.

Release List: The list of each Bid or Company-Owned Proposal that GPC determined to be a Deficient Submission or Economically Non-Competitive Submission.

Renewable Cost Benefit Framework (RCB Framework): The comprehensive framework for determining the costs and benefits of renewable resources on the Southern Company Electric System to be used in guiding resource planning and procurement activities related to renewable resources and ensuring economic and reliable renewable resource integration for the Southern Company Electric System that was approved under the 2022 Final IRP Order for GPC's evaluation of the bids received in GPC's resulting utility scale and DG RFPs.

Renewable Energy Credits (RECs): Any credits, including any emissions reduction credits, such as CO2 emission reduction credits, for renewable energy that could qualify or do qualify for application toward compliance with any local, state, federal, or international renewable energy portfolio standard, green pricing program, or other renewable energy or environmental mandate or objective, whether in effect at the PPA Execution Date or any time during the PPA Term.

Representative: When used with respect to a Person, collectively or individually (as the context indicates), the Person, its Affiliates, and any permitted successor or assign, and the directors, officers, employees, consultants, attorneys, agents, bankers, financiers, insurers, accountants, contractors, or subcontractors of each of them.

Required Mechanical Completion Date (RMCD): The date by which the Facility must achieve Mechanical Completion, as stated in the PPA.

Required Notice Date for Initial Synchronization: The date that is within 60 Days following Mechanical Completion and by which the Facility must be ready for, and Generator must request, Initial Synchronization.

Reserve List: The list of Bids not included on either the RFP Target List or the Release List that but have the potential to be moved to the Hold List or the RFP Target List.

RFP Documents: The main body of this document setting forth the rules and requirements of this DG RFP, together with all exhibits, and the pro forma PPA.

RFP Target: The approximate 193 MW portfolio target sought through this DG RFP.

RFP Target List: The list of Economically Competitive Submissions, sorted by highest Net Benefit, that the Evaluation Team will evaluate further to fill the RFP Target.

RMCD: See *Required Mechanical Completion Date*.

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.

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. Any GPC Security Account will be established and maintained at the expense of Generator and held by a depositary bank acceptable to GPC under a control agreement in form and substance acceptable to GPC.

Site: The physical location where the Facility will be located as described in the Bid.

Site Control: Control of the Site by Generator in one of the following forms: (i) Generator owns the Site (evidenced by a deed recorded in the county property records); (ii) Generator leases the Site (under a current binding written agreement between Generator and the owner or lessor of the Site); (iii) Generator holds an option to purchase the Site (under a current binding written agreement between Generator and the owner of the Site); (iv) Generator holds an option to lease the Site (under a current binding written option agreement with the owner or lessor of the Site); or (v) Generator holds a current binding easement or license from the owner or lessor of the Site that grants Generator express rights to construct, install, operate, maintain, and repair the Facility at the Site throughout the Term.

Site Control Affidavit: The notarized affidavit in the form found in Exhibit D (*Form of Site Control Affidavit and Landowner Confirmation*) that affirms Bidder obtained Site Control for the PPA Term.

Solar Output: The Energy and all associated Environmental Attributes, Electrical Products, and capacity produced by and associated with the Facility.

Solicitation Schedule: The schedule for this solicitation provided in Section 1.1.1 (*Solicitation Schedule*), as revised in accordance with DG RFP terms and conditions, if applicable.

Southern Company: The Southern Company, a Delaware corporation, the parent of GPC.

Southern Company DER Policy: *Southern Company Operation of Distributed Energy Resources (DER) in Parallel with the Distribution System Policy*, available at https://www.georgiapower.com/content/dam/georgia-power/pdfs/company-pdfs/solar-pdfs/SOCO_Interconnection_Policy_Binder_06-15-2021.pdf, or any successor policy.

Specialized Technical Support Personnel: Individuals who have specialized knowledge that is used: (i) as a member of the Evaluation Team to develop a discrete aspect of the DG RFP or to support a discrete function of the RFP process; or (ii) as a member of the Company-Owned Proposal Team to support a discrete aspect of the development of a Company-Owned Proposal.

Staff: Commission Staff members involved in this DG RFP.

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.

Stipulation: The approved provision in GPC's 2022 IRP Final Order that sets forth a supply-side plan and included approval of GPC's 2023 and 2024 DG RFPs.

Supplemental Bid Information: Additional information Bidder must submit for each Bid that advances to the RFP Target List or Hold List, as further described in Section 6.3 (*Supplemental Bid Information*) and Exhibit B (*Additional Bid Information*) or as otherwise required by GPC.

SWAC Reference Benchmark: Solar weighted Projected Avoided Costs for a single GPC generic single axis tracking solar profile modeled in one or more GPC planning scenarios (e.g., MG0, HG0, MG20, etc.).

Team List: A list of all individuals on the Evaluation Team, all of whom agreed to comply with the standards of conduct described in Section 1.3 (*Standards of Conduct*).

Term: The duration of the PPA (15, 20, 25, 30, or 35 Annual Periods) proposed for a Bid, which will be stated in PPA Exhibit A (*Project Information*).

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.

VI: See *Variable Interest*.

VIE: See *Variable Interest Entity*.

Winner's Fee: The non-refundable $10/kW fee assessed for each winning Bid to cover the IE cost and a portion of the costs to administer this DG RFP.

Winning Bidder: Each Bidder with an RFP Target List Bid who executes a PPA (in the form of the pro forma PPA) with GPC (or other Person identified as PPA counterparty (i.e., Generator) as permitted under the DG RFP process). A Winning Bidder will be identified as "Generator" in the PPA.

Witness Testing: Live testing of the Facility while operating in parallel with the Electric System, in accordance with the Distribution Test Policy.

Working Group: The DG working group convened pursuant to the 2022 IRP Final Order for the purpose of improving the procurement of the RFP Target, consisting of five Staff, five solar association representatives, five GPC representatives, and five members of the general public appointed by the Commission Chairman and approved by the Commission.

Rules of Construction:

In this DG 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, the listing will be interpreted as illustrative only and not 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, reference to: (a) a Party or Person includes any allowed successor or assign; (b) a Governmental Authority includes any authority succeeding to the same function; (c) an agreement or document includes any exhibit, attachment, appendix, or schedule; and (d) an applicable law, agreement, document, policy, procedure, standard, or provision is to the law, agreement, document, policy, procedure, standard, or provision as modified, amended, supplemented, or restated, and then-effective or current.

A defined term may be singular or plural, as the context requires. Captions are for convenience only and do not affect interpretation.

2023 Request for Proposals for Solar Photovoltaic Distributed Generation

GPC issues this DG RFP to advance GPC's goal of developing cost-effective DG solar photovoltaic resources to benefit customers and further GPC's commitment to diversity in its generation mix. GPC is a national leader in solar procurement. With the help of the Commission, GPC advanced the development of renewable resources in the state of Georgia and continues to grow one of the largest voluntary renewable procurement programs in the country. GPC remains dedicated to adding renewable resources to its generation portfolio in a clean, safe, reliable, and cost-effective manner.

On July 21, 2022, the Commission issued the 2022 IRP Final Order concerning the 2022 IRP. The 2022 IRP Final Order amended and approved the Stipulation that included the directive to procure energy from up to 200 MW of DG resources. Further, under the 2019 Final IRP Order, the unfilled procurement target from GPC's 2020 DG RFP and the REDI CS II program (collectively, approximately 93 MW) will be added to this DG RFP procurement target. GPC will issue two requests for proposals to meet the DG procurement requirements set forth in the 2022 Final Order. This DG RFP seeks to procure approximately 193 MW of energy from DG solar photovoltaic resources. The second request for proposals, the 2024 DG RFP, is expected to be issued in 2024. GPC will issue the 2024 DG RFP after the 2023 DG RFP closes.

PART 1. RFP SOLICITATION 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 DG RFP. After consultation with Staff and the IE, GPC may revise the Solicitation Schedule, as necessary. The most current Solicitation Schedule will be maintained on the IE Website throughout the solicitation.

Solicitation Schedule (2023 DG RFP)	
Activity	**Date**
Draft RFP Documents Posted on the IE Website	May 30, 2023
Comment Period Begins	May 30, 2023
Bidders Conference (Via Webinar)	June 8, 2023
Comment Period Ends	June 16, 2023 **12:00 PM ET**
Final draft of 2023 DG RFP, including the pro forma PPA, filed with Commission for Approval and Posted on IE Website	August 3, 2023
Anticipated Commission Approval of Final RFP Documents	No later than August 15, 2023
RFP Released via the IE Website	August 28, 2023
Company-Owned Proposals Submission Deadline – Company-Owned Proposals must be electronically submitted by 12:00 PM ET	September 5, 2023 12:00 PM ET
Bid Period Opens	September 12, 2023
Bid Due Date (Bid Period Closes and Bid Fees Due) – Bids must be electronically submitted by 12:00 PM ET	September 26, 2023 **12:00 PM ET**
Bid Evaluation Period Begins	September 27, 2023
Contracting Period Begins	July 2024

1.1.2. Company-Owned Proposal Submission Deadline. Commission Rule 515-3-4-.04(3) allows GPC to submit Company-Owned Proposals. Any Company-Owned Proposal must be submitted through the IE Website by the date and time shown in the Solicitation Schedule. Any Company-Owned Proposal submitted after the deadline will not be accepted.

1.1.3. Bid Due Date/Time. All Bids must be submitted through the IE Website by the date and time shown in the Solicitation Schedule. Late Bid submissions will not be accepted. To ensure timely Bid submittal and fair treatment of all Bidders, Bidder must initiate submission of each Bid before 10:00 a.m. ET on the Bid Due Date. No Bidder will be allowed to initiate a Bid submission after 10:00 a.m. ET on the Bid Due Date. Each Bidder will receive an email acknowledgment for each Bid submitted.

1.1.4. Supplemental Bid Information. If a Bid advances for further evaluation, GPC will notify Bidder via the IE Website and ask Bidder to electronically submit Supplemental Bid Information via the Bid Form on the IE Website. Bidder must comply with all instructions and deadlines provided by GPC as further described in Section 7.7 (*Further Evaluation of RFP Target List*).

1.2. Independent Evaluator.

1.2.1. Purpose and Role of IE. GPC is utilizing the IE to oversee this DG RFP and to serve as the point of contact for all Participants. As provided in the Commission's Rules, the IE serves to maintain fairness, transparency, and consistency in the RFP process, which helps to prevent claims of favoritism in the evaluation and selection of winning projects. The Commission's Rules require GPC to retain an IE, who is selected by and reports to the Commission in carrying out its duties and assisting with development of this DG RFP and evaluation of Bids and Company-Owned Proposals.

1.2.2. The IE Website. The IE Website serves as the required forum for all RFP communication among the Evaluation Team, Participants, and all interested parties. Any Participant or interested party may only communicate with GPC, the IE, or Staff through the IE Website. If any Participant or interested party directs questions regarding any RFP information to Staff, Staff will direct the Participant or interested party to the IE Website to ensure all communications are documented and treated consistently, fairly, and transparently. If any Participant attempts to make contact outside the process described in this DG RFP, the 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 DG RFP requirement.

1.3. Standards of Conduct.

1.3.1. Standards of Conduct Regarding Affiliate Bids. A GPC Affiliate may submit Bids in response to this DG RFP. Commission Rule 515-3-4-.04(3)(d) incorporates measures to segregate the Evaluation Team and any Affiliate Bid Team. The lists identifying the Evaluation Team and, if applicable, Affiliate Bid Team members are found on the Commission's website under Docket No. 44942 and on the "Documents" page of the IE Website. Each Bidder is encouraged to review these lists. Except when communication is facilitated by Staff and monitored by the IE, each Bidder is prohibited from discussing this DG RFP and any related documents with the Evaluation Team. GPC implemented specific controls to ensure RFP-related information is confined to the appropriate team. There are certain limited instances where GPC and an Affiliate Bidder may share certain services provided by other Southern Company Affiliates, which are unrelated to this DG RFP. Additionally, before receipt of Bids, GPC, Staff, and the IE will implement procedural steps to ensure that any Bids from Affiliates and all non-Affiliates are evaluated using a common methodology applied in a manner that ensures that any Affiliate Bids do not receive any advantage in the evaluation. In all instances, GPC's Affiliate will be treated as a third-party Bidder.

1.3.2. Standards of Conduct for Company-Owned Proposals Submitted by the Company-Owned Proposal Team. GPC may develop and submit one or more Company-Owned Proposals in response to this DG RFP for Facilities that would be owned and operated by GPC. GPC must submit any Company-Owned Proposal directly to the IE, as shown in the Solicitation Schedule.

A. GPC EPC Contractors. Section 1.3.2.A(i) (*GPC EPC Contractor Communications*) outlines the process by which any GPC EPC Contractor may engage GPC in its capacity as a contractor proposing to provide engineering, procurement, and construction services. No GPC EPC Contractor or Affiliate of a GPC EPC Contractor is permitted to submit its own Bid in this DG RFP, and any Bid submitted will be disqualified from participation if the Bidder is subsequently discovered to be a GPC EPC Contractor or any Affiliate of a GPC EPC Contractor engaged with the Company-Owned Proposal Team.

(i). GPC EPC Contractor Communications. A Person interested in aiding in the development of a Company-Owned Proposal as a GPC EPC Contractor must, no later than 90 days before Company-Owned Proposal Submission Deadline, contact the IE through the IE website to obtain contact information for the Company-Owned Proposal Team. The Company-Owned Proposal Team will consider each proposal offered by a potential GPC EPC Contractor on a case-by-case basis. To ensure fairness to all Bidders, GPC will not share with a potential GPC EPC Contractor any non-public GPC information unless GPC accepts the potential GPC EPC Contractor's proposal. If GPC rejects the potential GPC EPC Contractor's proposal for any reason, GPC will inform the potential GPC EPC Contractor of GPC's rejection in time to allow the now former potential GPC EPC Contractor to submit a Bid by the Bid Due Date.

B. GPC Internal Communications. While not required under Commission Rules, GPC voluntarily imposes the Affiliate communications restrictions set out in Commission Rule 515-3-4-.04(3) to restrict communications between the Evaluation Team and the Company-Owned Proposal Team, except as noted regarding Specialized Technical Support Personnel in Section 1.3.2.C (*Company-Owned Proposal Team and Specialized Technical Support Personnel*). No Company-Owned Proposal Team member may share with any Primary Evaluation Team member any Company-Owned Proposal information related to the costs or specific characteristics of any aspect of the Company-Owned Proposal or its proposed Facility, except for communications facilitated by the IE and necessary for evaluation of a Company-Owned Proposal. In addition to requirements of Commission Rule 515-3-4-.04(3)(d) establishing standards of conduct regarding any Evaluation Team member and any Affiliate participating in an RFP, no Company-Owned Proposal Team member will be a member of any Affiliate Bid Team (as the term is defined in Commission Rule 515-3-4-.04(3)(d)) nor communicate with any Affiliate Bid Team member in violation of Commission Rule 515-3-4-.04(3)(d). GPC will not tolerate conduct or communication in connection with the development of any Company-Owned Proposal by the Company-Owned Proposal Team that may appear to unfairly influence the design or evaluation processes for this DG RFP.

C. Company-Owned Proposal Team and Specialized Technical Support Personnel. The Company-Owned Proposal Team will develop any Company-Owned Proposal responding to this DG RFP in a manner that preserves the integrity and fairness of the RFP process for all Participants. Due to their functional expertise and breadth of job responsibilities, some Specialized Technical Support Personnel may need to be involved both with development of a Company-Owned Proposal and with certain aspects of this DG RFP. The RFP information provided to Specialized Technical Support Personnel is limited to the scope of their job responsibilities. Specialized Technical Support Personnel serving as members of both the Evaluation Team and the Company-Owned Proposal Team will not have access to Bid pricing and will not be permitted to evaluate and determine the Net Benefit of the Bids submitted for consideration in this DG RFP. GPC voluntarily posted a list of the Company-Owned Proposal Team members on the IE Website and both the Evaluation Team and the Company-Owned Proposal Team list will separately identify any Specialized Technical Support Personnel who serve on both teams.

D. Role of IE. The Evaluation Team and Company-Owned Proposal Team are only permitted to communicate when necessary to ensure efficient administration of this DG RFP

and evaluation of a Company-Owned Proposal. To the extent any communication must occur between members of these teams, and before any communication, the Evaluation Team, or Company-Owned Proposal Team, as applicable, will inform the IE about the nature and scope of the communication and request that the IE facilitate the communication. Any change to be made to this DG RFP or the RFP process because of the discussion will be reviewed in advance by the IE and Staff and then made known to all Bidders in a timely and transparent fashion.

1.4. Development of this DG RFP.

1.4.1. Draft RFP Documents. Consistent with Commission Rule 515-3-4-.04(3)(e) and the 2022 IRP Order, GPC prepared the initial draft of this DG RFP with the consultation and input of Staff, the Working Group, and the 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 Bidder or interested party desiring to submit written comments on any aspect of this DG RFP must do so through the IE Website. If any Bidder or interested party comments about or offers a substantive change to the RFP Documents, the commenter will be prompted to provide a mark-up of the applicable section showing the commenter's proposed change, along with the rationale for the suggested change, for GPC's consideration. The Evaluation Team, Staff, and IE will review all comments received, but comments will not be visible to any other Person. Following the Comment Period, GPC will aggregate common themes from the comments received and provide responses to the IE for posting on the IE Website for the benefit of all Bidders and interested parties.

1.4.3. Bidders' Conference. The Bidders' Conference will be held on the date shown in the Solicitation Schedule. The Bidders' Conference allows any Participant or interested party the opportunity to ask questions concerning this DG RFP process or the draft RFP Documents to GPC, Staff, and the IE. Any Participant 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 on the IE Website after the Bidders' Conference concludes.

1.4.4. Frequently Asked Questions; Question and Answers. There is a tab on the IE Website for frequently asked questions ("FAQ"). Each Bidder should review the FAQ before submitting a question on the IE Website because the question may be addressed in the FAQ. Throughout the RFP, a Bidder may submit questions via the Question and Answer ("Q&A") tab on the IE Website. When a Bidder submits a question via the Q&A portal, the identity of the Bidder asking the question is known to the IE and Staff.

Both the Q&A and FAQ documents are publicly available and are sources of information available to every Bidder and interested party. After this DG RFP is approved by the Commission, terms and conditions included in the final RFP Documents will supersede conflicting information, if any, included in the FAQ or Q&A.

1.4.5. Final RFP Documents Filed for Commission Approval. In accordance with the Solicitation Schedule, GPC will file with the Commission proposed final versions of the RFP Documents for Commission approval. After approval by the Commission: (i) all registered users of the IE Website will be notified by email of the 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. Once approved, all concepts and material terms of the RFP and pro forma PPA 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 Commission-approved pro forma PPA, which will be posted on the IE Website and the Commission's website.

PART 2. RENEWABLE ENERGY RESOURCES SOUGHT IN THIS DG RFP

2.1. DG Procurement. Consistent with the 2022 IRP Final Order, GPC seeks to fill the RFP Target from solar photovoltaic (fixed-tilt or tracking) DG resources with Facilities sized greater than 250 kW up to 6 MW. A Facility must interconnect to the Distribution System, and all Environmental Attributes produced by or related to the Facility must be bundled with the Energy procured under this DG RFP.

2.1.1. Qualifying Facility. A Winning Bidder (or Generator following execution of the PPA and IA) is responsible for ensuring that the Facility is or will be considered a QF and any sales under a PPA awarded under this DG RFP will be deemed to be in accordance with PURPA. If the Facility is sized greater than 1 MW, the Winning Bidder is responsible for ensuring the Facility is certified and in good standing as a QF by FERC throughout the Term. If, at any time during the Term or IA term, a Facility sized greater than 1 MW fails to maintain its QF status with FERC, the failure will be an Event of Default subjecting the PPA and IA to early termination. A Generator may find more information concerning PURPA and the process for becoming a QF, including the submission of Form 556, at the following website: https://www.ferc.gov.

2.2. Environmental Attributes. Each Bid must include in the Bid Price all Environmental Attributes associated with the Energy throughout the Term. All benefits and entitlements, in addition to Electrical Products, that flow to the owner or operator of the Facility must be bundled with the Energy and sold as Solar Output to GPC at no additional cost to GPC. Environmental Attributes must be the sole and exclusive property of GPC, which GPC will use for the benefit of its customers. Section 2.2.1 (*Inclusion in Environmental Attributes*) provides further detail regarding the meaning of "Environmental Attributes" in all RFP Documents.

2.2.1. Inclusion in Environmental Attributes. Environmental Attributes include any environmental attribute that could 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 the Environmental Attribute to any Governmental Authority or other Person.

2.2.2. 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) any 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. For Bids, the PPA Term may be for a period of 15, 20, 25, 30, or 35 Annual Periods, at Bidder's option. Following the Bid Due Date, Bidder will not be allowed to change the PPA Term length.

3.2. Commercial Operation Authorization and Key Milestones. GPC may decline to enter into a PPA with any Bidder if, in the opinion of GPC, the Facility cannot be constructed in time to achieve Mechanical Completion by no later than 305 Days after the Certification date. Exhibit F (*Project Milestones and Requirements for Obtaining Commercial Operation Authorization*) details important milestones, including RMCD, and the requirements for obtaining COA.

3.3. Facility Size and Output.

3.3.1. Facility Size Parameters. GPC will accept Bids for Facilities sized greater than 250 kW but no more than 6 MW.

3.3.2. No Partial Output Bids. GPC will not accept a Bid that constitutes partial output from a Facility. GPC will purchase 100% of the Facility's output for the PPA Term.

3.4. Location of Facilities.

3.4.1. Facility Location. GPC will accept Bids for a Facility located in Georgia, so long as the Facility can deliver the Energy through an interconnection with the Distribution System. If the Facility is located outside of GPC's service territory, a three-party agreement with the service territory's electric service provider (e.g., an EMC or municipality) will be required.

3.4.2. Hosting Capacity Tool. Participants may desire to use GPC's Hosting Capacity Tool to obtain a general estimate of the hosting capacity available within a certain area of GPC's service territory. Interested parties will be provided access through the IE Website to the Hosting Capacity Tool after executing a nondisclosure agreement and acknowledging a disclaimer. GPC's Hosting Capacity Tool FAQ provides more information and is available at https://www.georgiapower.com/content/dam/georgia-power/pdfs/company-pdfs/solar-pdfs/Hosting-Capacity-Tool-FAQs-2023.pdf

3.4.3. Interconnection Guidance. Participants are encouraged to participate in the Interconnection Guidance program offered by GPC. Additional information regarding how to request Interconnection Guidance is available at the Interconnection Guidance website (https://www.georgiapower.com/business/products-programs/business-solutions/commercial-solar-solutions/distributed-generation/interconnection.html) as well as under the "Documents" tab on the IE Website. Requesting Interconnection Guidance is not a prerequisite to submitting a Bid in this DG RFP. Participation in, and payment for, Interconnection Guidance has no bearing on whether a Bid will receive a PPA award. A Bidder using the Hosting Capacity Tool and Interconnection Guidance could gain helpful insight and avoid submitting a Bid that would require significant Distribution System upgrades (i.e., Interconnection Costs) and cause the Bid to fail to provide a Net Benefit better than or equal to the Best Cost Threshold.

If a Company-Owned Proposal Team requests Interconnection Guidance, the Company-Owned Proposal Team will notify the IE so that the IE can monitor any communication between the Company-Owned Proposal Team and Evaluation Team, if necessary.

3.4.4. Distribution Cost Matrix. GPC published to the IE Website the Distribution Cost Matrix. Interested parties will be provided access to the Distribution Cost Matrix after executing a nondisclosure agreement. The Distribution Cost Matrix may not account for all factors that could impact Interconnection Costs for a particular Facility. As a Facility is designed and technical information is supplied to GPC, an Interconnection Study will identify the improvements that are necessary for interconnection of the Facility. Final Interconnection Costs will be determined by the Facility-specific Interconnection Study and may vary from the information provided in the Distribution Cost Matrix.

3.5. Interconnection. Each Facility must interconnect at a POI on the Distribution System. Each Bidder is responsible for determining all distribution-related rules, practices, and policies with which a Winning Bidder (i.e., Generator) must comply. Each Facility must comply with the Southern Company DER Policy. Generator will be responsible for any specific operating requirements of the Facility and the proper synchronization of the Facility with the Distribution System. Because a Winning Bidder will interconnect its Facility to the Distribution System, a Bidder interested in participating in this DG RFP should not separately request interconnection

from GPC (or Southern Company). Therefore, a Bidder will not need to use the Southern Company OASIS site to request interconnection for this DG RFP.

3.5.1. Timely Response Required. Interconnecting a multitude of DG projects to the Distribution System will require the cooperation and diligent efforts of all parties involved. Accordingly, Bidder must respond to any inquiry or request from GPC related to interconnection in a timely manner and no later than within the period requested by GPC.

3.5.2. Affected System Modifications. If the Interconnection Study indicates that Bidder's proposed Facility requires modification of an Affected System's facilities, GPC will coordinate with each Affected System to conduct any appropriate study and to accomplish the necessary modification, at Generator's expense.

3.5.3. Milestones. Each IA will outline specific milestones to complete construction of the Interconnection Facilities for the project. GPC cannot guarantee the completion of Interconnection Facilities, Initial Synchronization, or Witness Testing by any certain date because each milestone is dependent upon the actions of Generator, its contractor, if any, Affected System, if any, and other resource factors. However, for the avoidance of doubt, Generator will not incur Delay Damages for any delay in GPC's or an Affected System's construction of the Interconnection Facilities, unless attributable to an act or omission of Generator. Generator will incur Delay Damages only if Generator fails to achieve Mechanical Completion before the RMCD or fails to submit the Initial Synchronization Request before the Required Notice Date for Initial Synchronization.

3.6. Administration and Metering. Each Facility must be separately metered. The IA will require Generator to pay, among other costs for interconnection, an administrative fee of $0.175/kW per month, up to $250 per month. Generator must also pay a monthly interval metering service charge as provided in the IA, which is currently set at $110 per month.

3.7. Station Service; Retail Electric Service. Generator will purchase Station Service provided by GPC under standard rates. If any additional electric service is required to serve Auxiliary Equipment, Generator must: (i) purchase that service from the local electric service provider (which may or may not be GPC) in accordance with the Georgia Territorial Electric Service Act (O.C.G.A. §§ 46-3-1 – 46-3-15); (ii) use a separate meter for the service; and (iii) if purchasing from GPC, pay any installation costs, in accordance with GPC's standard procedures for establishing retail service, within 30 Days after the PPA Execution Date.

3.8. GPC Account(s). Generator must establish separate GPC accounts for identification, billing, and payment purposes for Solar Output and, if applicable, for Auxiliary Equipment, within 60 Days after the PPA Execution Date.

3.9. Environmental Compliance. Due to the potential impact of solar generation when constructed in or around sensitive environmental or cultural areas, a Bidder may need to conduct additional review, mitigation, and permitting activity before developing a Site. GPC conducts environmental reviews in conjunction with its interconnection and easement work, and each Bidder must perform due diligence concerning protection of the natural habitat and other environmental features at their Site. Accordingly, by submitting a Bid in response to this DG RFP, the Bidder: (i) acknowledges understanding of, and commitment to compliance with, applicable environmental laws, standards, and requirements regarding the Site and the Facility; and (ii) agrees to conduct necessary due diligence, acquire permits, and construct and operate the Facility in compliance with all applicable federal, state, or local laws pertaining to environmental protection, including those requiring mitigation of environmental impacts, throughout the Term. GPC reserves the right to reject a Bid if the siting or construction of a proposed Facility presents significant environmental impacts or risk.

3.9.1. Environmental Assurances. No later than 60 Days after a Bid advances to the RFP Target List, Bidder must submit to GPC all requested Environmental Assurances documentation. Because the required documentation may vary by Site, GPC will communicate with Bidder and identify supporting documentation that is required. 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 and any related access areas will be located. If GPC determines Bidder did not timely cooperate or provide sufficient and acceptable supporting documentation, GPC may, after consultation with Staff and the IE, place the Bid on the Release List.

PART 4. PRICING, FEES, AND SECURITY

4.1. PPA and Bid Pricing.

4.1.1. Levelized or Escalating Pricing. Pricing in the PPA may be Levelized Pricing or Escalating Pricing. Each Bid must specify Bidder's pricing election. For each unique Bid submitted, Bidder will be permitted to provide one Levelized Pricing option and one Escalating Pricing option.

4.1.2. Pricing Requirements. Each Bid must provide GPC with Bidder's best, most competitive Bid Price (¢/kWh). The Bid Price must include all costs that GPC will pay for the Solar Output provided under the PPA and must be in dollar figures quoted in nominal terms for the Annual Period in which they occur. If Bidder has a winning Bid, the Bid Price will become the PPA's Contract Energy Price. If Bidder submitted both Levelized Pricing and Escalating Pricing for the winning Bid, Bidder's best ranked pricing option will become the PPA's Contract Energy Price. Any attempt by Bidder to increase its Bid Price or to impose any other costs on GPC after the Bid is submitted will be grounds for rejection of the Bid.

Bidders are encouraged to consider Interconnection Costs as a factor to develop their Bid Prices. Interconnection Costs can be estimated using the Distribution Cost Matrix or with Tiers 2 or 3 Interconnection Guidance. If a Bid advances to the RFP Target List, GPC will perform an Interconnection Study to determine the Bid's Interconnection Costs, as described in Section 7.7.4 (*Determination of Interconnection Costs*). Bidders are not permitted to adjust Bid Prices for any reason, including differences between Bidder's estimate of Interconnection Costs and GPC's determination of Interconnection Costs. Interconnection Costs will be stated in a Winning Bidder's IA, and Generator must pay all Interconnection Costs, excluding monthly IA metering and administration fees, no later than 30 Days after IA execution.

4.2. Bid Fee.

4.2.1. Bid Fee. Bidder must submit with each Bid a nonrefundable Bid Fee ($4/kW) to help defray GPC's cost of developing and administering this DG RFP and performing the Bid evaluation. The Bid Fee will not be refunded (unless otherwise determined at the sole discretion of GPC) in the case of any modification or withdrawal of this DG RFP, rejection of any Bid, or failure to execute a PPA. A Bid offering both Levelized Pricing and Escalating Pricing, but otherwise identical in all respects, will be considered one Bid for purposes of Bid Fee payment.

4.2.2. Payment of Bid Fee. Bidder must electronically submit Bid Fees through the IE Website, either through wire transfer or automated clearing house (ACH). Bidder must submit a separate Bid Fee for each Bid and may not aggregate multiple Bid Fees for multiple projects when paying the required fees. Additional electronic payment instructions are available on the IE Website. Payment is due at the time of Bid submission and must be received no later than **12:00 PM ET** on the Bid Due Date. Failure to submit the required Bid Fee by that deadline is grounds for rejection of the Bid.

4.3. Winner's Fee. Each Winning Bidder must pay the Winner's Fee ($10/kW) to cover the IE cost and a portion of the costs to administer this DG RFP. A Winning Bidder must pay the Winner's Fee at the time the Winning Bidder delivers the partially executed PPA and IA to GPC. GPC will not execute the PPA or IA before the Winning Bidder pays the Winner's Fee in full.

4.4. Performance Security.

4.4.1. Performance Security. If Generator is not Creditworthy**,** Generator must maintain throughout the Term Performance Security in the form of Eligible Collateral (i.e., cash, Letter of Credit, Generator Guaranty) in the applicable amount required by PPA Exhibit B (*Performance Security*). Each non-Creditworthy Generator must: (i) provide Eligible Collateral in the initial amount required by the Performance Security Table of PPA Exhibit B (*Performance Security*) by no later than five Business Days after the PPA Execution Date; and (ii) maintain its initial Eligible Collateral through the Initial Synchronization Request Date. By no later than the Initial Synchronization Request date, each non-Creditworthy Generator must either: (i) increase its Eligible Collateral value to increased Performance Security amount required by the Performance Security Table of PPA Exhibit B (*Performance Security*); or (ii) replace its initial Eligible Collateral with Eligible Collateral equal to the increased Performance Security amount required by the Performance Security Table of PPA Exhibit B (*Performance Security*).

4.4.2. Pre-Approval of Eligible Collateral. By no later than the date Generator returns the partially executed PPA and IA to GPC, Generator must: (i) notify GPC of the form of Eligible Collateral Generator intends to provide to meet Generator's initial Performance Security obligation; and (ii) if Generator intends to post a Letter of Credit or Generator Guaranty as Eligible Collateral, provide a draft Letter of Credit or Generator Guaranty to GPC for review and approval. By no later than three weeks before the Initial Synchronization Request, Generator must: (a) notify GPC of Generator's election under PPA Exhibit B (*Performance Security*), Section 1.B (*Increased Performance Security*) of, to either increase its Eligible Collateral value or replace its Eligible Collateral; and (b) if Generator intends to amend or replace Eligible Collateral in the form of a Letter of Credit or Generator Guaranty, provide a draft Letter of Credit or Generator Guaranty.

A. Once approved, Generator must deliver Eligible Collateral to:

Georgia Power Company
C/O Southern Company Services, Inc.
Attn: Assistant Treasurer
BIN SC1407
30 Ivan Allen Junior Boulevard, NW
Atlanta, GA 30308

4.4.3. Loss of Creditworthy Status. If Generator loses its Creditworthy status during the Term, Generator must deliver Performance Security to GPC in the amount required by PPA Exhibit B (*Performance Security*) no later than five Business Days after the date Generator loses its Creditworthy status.

4.4.4. Request for Replacement of Eligible Collateral. Generator may request to replace its Eligible Collateral form (cash, Letter of Credit, Generator Guaranty, as applicable) at any time during the Term; however, in order to compensate GPC for the resources expended in assisting Generator with the replacement process (e.g., review and approval of replacement Eligible Collateral, processing of Eligible Collateral swap, participation in financial closing activities), Generator must pay a fee of two thousand five hundred dollars ($2,500) per request . If Generator requests to replace its Eligible Collateral form in connection with a PPA Assignment or change of control, and Generator pays the applicable fee under PPA Section 13.2.3 (*Reimbursement of GPC's Costs*), GPC will not charge Generator the additional fee to swap Eligible Collateral.

4.4.5. Impact of Assignment. If a non-Creditworthy Generator seeks to assign the PPA to a Creditworthy Person, then: (i) the Creditworthy Person will not be required to provide Performance

Security; and (ii) GPC will return the non-Creditworthy Generator's Performance Security within five Business Days following the effective date of the assignment. All proposed non-Creditworthy assignees (new Generators) must provide Performance Security as required by PPA Exhibit B (*Performance Security*).

4.4.6. 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 PPA. A form of Standby Letter of Credit (PPA Exhibit E (*Form of Letter of Credit*)) and a form of Generator Guaranty (PPA Exhibit F (*Form of Guaranty*)) are included in the pro forma PPA.

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

4.6. Termination Damages. If GPC terminates a PPA because of an Event of Default, Generator will be liable for termination damages as provided in the PPA. The PPA termination damages will be liquidated damages in the amount shown in PPA Exhibit A (*Project Information*), Section 6 (*Termination Liquidated Damages Table*).

4.7. Summary of Fees, Costs, and Security. A summary of fees, costs, and security required under this DG RFP is provided in Exhibit E (*Summary of Fees, Security, and Deadlines*). Fees, costs, and security include the Bid Fee, Winner's Fee, Interconnection Study Fee(s), metering fee, Interconnection Costs, Performance Security, and fees for changing collateral, amendments, and assignments. GPC will calculate all dollar per kW ($/kW) fees owed under the RFP based on Facility size, not the Interconnection Limit. All fees required under this DG RFP are nonrefundable.

PART 5. COMMUNICATION

5.1. Monitored Communications. Before PPA award for winning Bids, all communications regarding this DG RFP must be conducted through the IE Website. Following the close of the Bid Period and until the Winning Bidder executes the PPA, any communication between any individual Bidder and the Evaluation Team regarding a specific Bid is confidential, except to the extent that Staff or the IE monitor communications. Communications may include face-to-face meetings with a Bidder to discuss the Bid(s). The Evaluation Team may conduct conference calls with a Bidder to clarify or resolve Bid questions. The IE will monitor any meeting or communication that includes the Evaluation Team and any Bidder or the Company-Owned Proposal Team.

5.2. Communication Before Submission of Bids. Each Bidder and each interested party registered on the IE Website may submit questions concerning this DG RFP, the RFP Documents, the Bid, or Bid evaluation on the "Q&A" page of the IE Website. The questions and GPC's responses will be posted on the IE Website for viewing by all potential Bidders and registered users of the IE Website. Bidder will have a confidential Bid Book on the IE Website once the Bid Period commences and Bidder initiates the Bid process. A Bidder may ask Site-specific and Facility-specific questions using the Messages Feature on the IE Website. Communications submitted through a Bid Book are not seen by other Bidders and are only viewed by the Evaluation Team, IE, and Staff. The Evaluation Team will endeavor to promptly respond to each message. 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 Facility, may be transferred to the public "Q&A" tab on the IE Website.

5.3. Communication Following Submission of Bids.

5.3.1. Bid Books, Message Board. Once the Bid 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 from IE to Bidder are available to Bidder. Bidder may ask Site-specific and Facility-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. All questions determined by the IE to be generic in nature, and not unique to a specific Site or Facility, 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.

5.4. Listing Determination. The status of a Bid (whether on the RFP Target List, Hold List, Reserve List, or Release List) is confidential Bid Information. GPC will not publicly announce the RFP Target List, Reserve List (including the Hold List), or Release List. The identity of the winning Bid(s) and Winning Bidder(s) will become public information when GPC requests Certification of the related PPA(s) or Company-Owned Proposal, if any.

5.5. Following Execution of the PPA. A Winning Bidder is prohibited from announcing its status as a winning Bid or execution of a PPA via a press release or any other method of public communication, without GPC's prior, express written consent. The Winning Bidder may send to G2GPCERG@southernco.com press release and public statement requests for GPC's review and approval. 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 Facility (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 the public 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. Upon entering the PPA, Generator must comply with the provisions of the PPA concerning any public statements about the Facility, including the RECs, and must ensure its Representatives also comply with these same PPA provisions.

5.6. Point of Contact. Each Bid must include detailed contact information for the person who will serve as the primary point of contact for the Bid and the Bidder. This person will serve as the contact between GPC and the Bidder when questions and answers are exchanged through the IE Website 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 Bid in order to efficiently communicate with GPC to reduce any delay in communication. Bidder must notify GPC via the IE Website if there is a change in its point of contact.

5.7. Confidentiality and Photographs for Site Compliance

5.7.1. Bid Information. Each Bidder must not disclose Bid Information to others, including the ongoing status of its Bid(s) or the information exchanged and discussed between the Bidder and GPC (which exchanges and discussions must occur under the guidelines of this DG RFP and the Commission Rules), except that Bidder may disclose Bid Information to: (i) Staff; or (ii) Bidder's Representatives as reasonably necessary for Bidder to submit a Bid in this DG RFP, so long as a condition precedent to the permitted disclosure to Bidder's Representative(s): (a) Bidder must direct its Representative(s) not to disclose the Bid Information; and (b) the Representative(s) must be subject to a contractual obligation to maintain confidentiality of Bid Information. If the Representative cannot be made subject to a contractual obligation to maintain confidentiality of the Bid Information, Bidder must obtain GPC's 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 in any marketing or advertising material, press release, or public statement that the Energy or Environmental Attributes are generated from any sustainable, perpetual, renewable, or other particular type of fuel. Each Bidder will be responsible for any statement, claim, commitment, or disclosure made by itself or its Representative 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.

5.7.2. Bidder's Submitted Information. GPC will take reasonable precautions and use reasonable efforts to protect any proprietary or confidential information contained in a Bid, so long as Bidder clearly states that the information is confidential on each page on which the claimed confidential information appears. Bidder confidential information may, however, be made available under applicable state or federal law to Governmental Authorities having appropriate jurisdiction over this DG RFP. GPC reserves the right to release information to: (i) the IE and Staff as needed to monitor this DG RFP; (ii) regulated retail Affiliates; (iii) Southern Company Services, Inc.; or (iv) affected entities who have a need to know in order to assist in the evaluation of Bids, so long as the entities agree to 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 RFP process.**

5.7.3. Photographs of Facility or Site. At GPC's request, Generator must provide GPC with photographs of the Facility or Site that may be used by GPC for verification of Generator's compliance with this DG RFP's requirements or for informational purposes. Generator grants to GPC and its Representatives, agents, Affiliates, successors, and assigns an irrevocable, worldwide, royalty-free, and unrestricted right and license to use, duplicate, modify, sublicense, distribute, display, or otherwise engage the photographs and related intellectual property, including the creation of derivative works. Generator represents and warrants that it has the exclusive right to grant the license to GPC for the purposes stated in this DG RFP and related documents.

PART 6. BID PROCESS

6.1. Bid Process. Each Bid must be submitted via the Bid Form on the IE Website by no later than **12:00 p.m. ET** on the Bid Due Date. Following a Bidder's timely submission of a complete Bid, GPC will review the Bid and select Bids for the RFP Target List or Hold List. After GPC's initial evaluation of all Bids, a subset of Bidders identified on the RFP Target List or Hold List will be asked to submit Supplemental Bid Information for further consideration via the Bid Form. For each submission made through the Bid Form, Bidder will receive an email acknowledgment of receipt from the IE Website.

6.2. Bid Submission. Bidder will submit its Bid by completing the Bid Form found on the IE Website and providing the requested information (e.g., location, size, ownership, generation, Bid Price, and general interconnection characteristics). Exhibit B (*Additional Bid Information*) provides a summary of data needed to complete the Bid. In addition to providing all information required by the Bid Form, Bidder will be required to pay the non-refundable Bid Fee for each Bid and to submit each of the following documents with its Bid by the Bid Due Date in order for the Bid to be considered complete:

6.2.1. Facility Diagram. Bidder must upload to the IE Website the Facility One-Line Diagram (samples are found in Exhibit C *(Sample Facility One-Line Diagrams*)).

6.2.2. Facility Intertie Transformer Ownership. Bidder must identify whether GPC or Bidder will purchase, install, and own the Facility intertie transformer. Bidder's election is binding on

Bidder once made. If GPC owns the transformer, it may not be located inside the Facility's fence. If Bidder opts to own the transformer, it must be wye-grounded/wye-grounded, with no delta tertiary winding, for three-phase interconnection service.

6.3. Supplemental Bid Information. If a Bid advances to the RFP Target List or Hold List, GPC will notify Bidder via the IE Website and ask Bidder to electronically submit Supplemental Bid Information via the Bid Form on the IE Website, which must include a completed Site Control Affidavit in the form provided in Exhibit D (*Form of Site Control Affidavit and Landowner Confirmation*). Bidder must comply with all instructions and deadlines provided by GPC as further described in Section 7.7 (*Further Evaluation of RFP Target List*). In addition to the information required by the Bid Form, Bidder must submit each of the following documents by the stated deadline in order for the Bid to be considered complete:

6.3.1. Site Control Affidavit. Each Bid must include a notarized Site Control Affidavit that affirms Bidder obtained control of the Site for the proposed Term. The Form Site Control Affidavit is attached as Exhibit D (*Form of Site Control Affidavit and Landowner Confirmation*). If a Bid advances to the RFP Target List, before PPA execution, Bidder may be required to submit further evidence of Site control, as deemed necessary by GPC. The representation 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 is organized must be true when the Bid is submitted and at the time of PPA execution.

6.4. 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 intends to form a new special purpose entity or subsidiary to become the PPA counterparty, GPC requests that Bidder disclose this intent 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 RFP Target List. Any Bidder using or planning to use a special purpose entity or subsidiary as the PPA counterparty (i.e., Generator under the PPA), must include a proposed organizational chart clearly showing the relationship to the special purpose entity or subsidiary, as applicable.

6.4.1. Registration in Georgia. The Generator under the PPA must register and be in active and compliant standing with the Office of the Georgia Secretary of State, authorizing Generator to do business in Georgia before the time of PPA execution.

6.4.2. 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 advances to the RFP Target List.

6.4.3. 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, the PPA will require that: (i) Generator covenant that GPC will not be subject to VIE treatment or deemed the Primary Beneficiary as contemplated by ASC Topic 810, Consolidation, as issued and modified by 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, unless cured, the treatment will constitute a Generator Event of Default under the PPA, and GPC has a right to terminate the PPA. If Generator is unable to clearly demonstrate that the consolidation event was not due to the direct or indirect action of Generator, Generator will be liable for damages in accordance with the relevant provisions of the PPA. GPC encourages each Bidder to seek independent accounting advice before entering into the PPA to ensure its individual organizational structure will not result in VIE status.

6.5. Effect of Bid Submission. Bidder's submission of a Bid to GPC will constitute Bidder's acknowledgment and acceptance of all the terms, conditions, and requirements of this DG RFP, including the terms and conditions of the pro forma PPA. Failure to provide all requested Bid information may invalidate a Bid. GPC is not required to contact any Bidder to obtain any omitted information.

6.6. Multiple Bid Submissions. A Bidder may submit multiple Bids in response to this DG RFP, but each Bid will be treated and evaluated separately. A Bidder submitting multiple Bids cannot aggregate the payments owed for each Bid, as discussed in more detail in Section 4.2 (*Bid Fee*).

6.7. Contingent Bids. Due to the time-sensitive nature of this DG RFP, GPC will not accept any Bid that is contingent on the advancement of another Bid or the satisfaction of a specified condition.

6.8. Unique Bids. Each Bid must be unique regarding the Term, Facility, Facility location, Facility Size, POI, and any characteristic that would alter the amount (kW or kWh) or timing of the delivery of Solar Output from the Facility (e.g., tracking capability or panel orientation). Despite the preceding sentence, a Bid that includes both a Levelized Pricing option and an Escalating Pricing option will be considered a unique Bid.

6.9. Bid Validity. Each Bid must remain valid until the earlier of: (i) the date the RFP concludes (i.e., GPC files its end of process letter); or (ii) the date GPC files the applicable executed PPA with the Commission.

6.10. No Bid Changes after Bid Period Concludes. Once the Bid Period closes, a Bidder will not be allowed to make any change to the Bid that would impact GPC's evaluation of the Bid. Except as described in Section 6.10.1 (*Bid Deficiencies*) and Section 6.10.2 (*Bid or Company-Owned Proposal Errors*).

6.10.1. Bid Deficiencies. Bidder may amend a Bid only up until the submission deadline on the Bid Due Date. After the submission deadline, the IE will review key elements of each Bid and any Company-Owned Proposal to screen for errors and omissions and, if necessary, confirm those elements with the Participant. In consultation with Staff and the Evaluation Team, the IE will provide Participant an opportunity to cure deficiencies. After that occurs, a Bid or Company-Owned Proposal that is not cured will be identified as a Deficient Submission and rejected. After the Bid Due Date, no Participant may change its pricing or revise its Bid or Company-Owned Proposal on its own initiative. The Evaluation Team may request that a Bid or Company-Owned Proposal be revised to obtain the best value for GPC's customers. Any requested revision of a Bid or Company-Owned Proposal will be reviewed by Staff and the IE before being addressed with the respective Participant.

6.10.2. Bid or Company-Owned Proposal Errors. Modification of Bids or Company-Owned Proposals will not be permitted after the cure period unless correction of the error or omission is in the best interest of GPC's customers and will not harm the RFP process, as determined by GPC in consultation with the IE and Staff. All modification requests must be made through the IE Website.

6.11. Required Supporting Documents. Any Bid that does not satisfy the requirements of this DG RFP may be considered a Deficient Submission. GPC, in consultation with the IE and Staff, may choose to reject a Deficient Submission from further consideration.

6.12. Other Data. Each Bidder with a Bid on the RFP Target List for further evaluation must agree to make available all financial and business data associated with Bidder, the Facility, or the PPA that GPC would need to independently make necessary accounting determinations. The information may include data supporting the economic life, the fair value, tax credits associated with the Facility, or other costs associated with the Facility, including debt specific to the Facility.

Financial data contained in Bidder's financial statements (e.g., income statements, balance sheets) also may be required.

6.13. Bid Certification. If Bidder is a business entity, an authorized officer of Bidder's company must electronically sign the submitted Bid(s) through the Bid Form.

6.14. Duty to Notify GPC of Issues Impacting Bid. After Bidder submits the Bid and Supplemental Bid Information, Bidder must promptly notify GPC in writing of any issue, event, or other development that impacts, or would reasonably be expected to impact, the development, construction, or completion of the Facility associated with the Bid.

6.15. Additional Information. Bidder also may supply any additional information not specifically requested in the Bid Form that may be needed for thorough understanding and evaluation of the Bid.

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

6.17. Bid Withdrawal. Bidder may withdraw its Bid by submitting a Bid withdrawal notice via the IE Website. If Bidder withdraws its Bid after the Bid submission deadline, Bidder will not be permitted to reopen the Bid at a later date. For the avoidance of doubt, Bidder will not be entitled to a refund of any fees if Bidder withdraws its Bid.

PART 7. BID EVALUATION AND PPA AWARD; COMPANY-OWNED PROPOSAL EVALUATION

7.1. Bid Evaluation Generally. GPC will evaluate all Bids submitted in response to this DG RFP in accordance with the evaluation criteria and structure described below. GPC reserves the right to contact any Bidder through the IE Website to request additional information on any aspect of the Bid. The Evaluation Team will continue to evaluate Bids until: (i) the RFP Target is filled; (ii) all Bids are evaluated; or (iii) the date the RFP closes, whichever comes first.

7.2. Initial Review of Bids. GPC reserves the right to reject any Bid for failure to meet any RFP requirement. Without qualification and in its sole discretion, GPC may decline to enter into a PPA with any Person. If GPC discovers that any Bidder violated this DG RFP or otherwise violated the spirit and intent of this DG RFP, GPC has the right to reject any related Bids, which also may further affect the Bidder's participation in any future programs offered by GPC. **Any Bidder who submits a Bid in response to this DG RFP waives any recourse against GPC, its parent, or any of its Affiliates, or the IE, for either rejection of its Bid(s) or for failure to execute a PPA for any reason.** GPC will not refund any Bid Fee or Interconnection Study Fee paid by Bidder for any reason, including GPC's rejection of the Bid or failure by Bidder to execute the PPA.

7.2.1. Rejection of Bid for Failure to Respond or Comply with Deadlines. GPC reserves the right to reject any Deficient Submission at any time if Bidder fails to submit required information, make a required payment, or otherwise provide to GPC any required deliverable by the deadline set forth in this DG RFP (and any date in the Solicitation Schedule as revised, if applicable). A question asked by Bidder regarding a deadline does not extend the deadline.

7.2.2. Rejection of Bid for System Upgrades Beyond the Distribution System. In consultation with Staff and the IE, GPC reserves the right to reject any Bid if the Facility would necessitate upgrades or modifications beyond the POI on the Distribution System or would require upgrades to any substation, transmission line, or equipment on an adjacent distribution system of another utility not subject to a joint-use agreement with GPC. GPC may also reject a

Bid if: (i) the Facility will be interconnected to a Distribution System that originates from a non-GPC-owned substation; and (ii) the cumulative existing and proposed new generation (including the Facility size) on the Distribution System equals or exceeds 2 MW.

7.2.3. Rejection of Bid for Environmental Concerns. GPC reserves the right to reject any Bid if the siting or construction of the proposed Facility presents an environmental or archeological impact or risk that: (i) cannot be mitigated or overcome within the timeframe of this DG RFP; or (ii) potentially undermines GPC's environmental stewardship efforts. The archeological risks and impacts may include, for example, the presence or discovery of any archaeological, historical, religious, or cultural site, place, artifact, or monument.

7.2.4. Rejection for Bidder Actions Taken to Undermine the Program. Action taken by a Bidder to undermine this DG RFP's intent will not be tolerated. Examples of conduct that would result in rejection of a Bid are listed below. This list is illustrative and not exhaustive, and GPC reserves the right to bring to the Commission's attention any activity that thwarts the goals and spirit of the program, and to take any other action as may be necessary, including rejection of all Bids submitted by the Bidder.

A. Missing deadlines to manipulate individual project timelines to create a portfolio benefit for all of a Bidder's Bids or otherwise delay the RFP process or construction of a Facility;

B. Modifying the terms of the pro forma PPA (including exhibits), Interconnection Agreement (including exhibits), or any other required document submitted as part of this DG RFP before execution of the document; or

C. Making public statements regarding Bidder's Facility or participation in this DG RFP that could claim the Environmental Attributes, including RECs.

7.2.5. Rejection of a Bidder's Request that Conflicts with GPC Policy. If Bidder requests that GPC take any action that conflicts with GPC's business policies and procedures, GPC will not honor Bidder's request and will inform the Bidder of the conflict.

7.3. Initial Bid Evaluation Criteria. Bids that are complete and conform to the requirements of this DG RFP will be ranked and screened based on economic value using Best Cost Analysis. The Evaluation Team will review each Bid's Bid Price and the 8760 Profile and then compare this information to Projected Avoided Cost, modeled using MG0, to determine the Bid's Net Benefit to GPC's customers. To evaluate Bids with different Term lengths, GPC will use its Projected Avoided Costs to enable it to compare Bids on an equivalent basis, which is consistent with how GPC evaluated bids in prior RFPs. Because Projected Avoided Costs are calculated on an hourly basis, the total evaluated Net Benefit will vary depending on the Facility's 8760 Profile reflected in the Bid. GPC will adjust the Bid's 8760 Profile to account for transmission and distribution losses. The Evaluation Team will then rank Bids and Company-Owned Proposal(s) by highest Net Benefit. Following initial Net Benefit ranking, GPC will review with Staff and the IE the SWAC Reference Benchmark(s) relative to the initial Net Benefit ranking to determine the Best Cost Threshold, which will determine the Bids and Company-Owned Proposals that move forward. Once the Best Cost Threshold is determined in coordination with Staff and the IE, ranking of RFP submissions will be finalized. If two or more Economically Competitive Submissions have the same Net Benefit, the Evaluation Team will apply the non-price and qualitative considerations discussed in Section 7.4 *(Non-Price and Qualitative Considerations)* to distinguish between the submissions and determine rank order.

7.4. Non-Price and Qualitative Considerations. Although GPC's evaluation will focus on a Bid's Net Benefit, other qualitative and non-price factors will be considered in the detailed evaluation process, if needed to distinguish two otherwise equally valued Bids. It is Bidder's responsibility to submit additional information related to its Bid if the information will materially improve the quality of its offer and GPC's understanding thereof. The non-price factors that GPC may use to rank and select the winning Bids are Bidder's: (i) project development experience; (ii) prior contracting

experience (including Bidder's contract counterparty history); (iii) use of union labor; and (iv) DEI initiatives.

7.4.1. Project Development Experience. To address Bidder's project development experience, Bidder must summarize Bidder's 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 DG 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. The Bid Form will include prompts requiring Bidder to summarize: (i) the total number of renewable projects and the capability (MW) of each facility the 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.

7.4.2. Contract Counterparty History. To address Bidder's contract counterparty history, Bidder must disclose all power purchase agreements to which Bidder or any Affiliate was a party in the past five years that were terminated before the end of the contract term, and the reason for the early termination.

7.4.3. Union Labor. GPC is interested in receiving feedback on a Bidder's use of unionized labor. To be considered for this non-price factor, Bidder must describe its efforts to use unionized labor, and if Bidder has used unionized labor for prior projects during: (i) the construction phase; or (ii) operations of any other facility. If so, Bidder should describe any relevant requirements imposed by any project labor agreements.

7.4.4. Diversity, Equity, and Inclusion (DEI). GPC is committed to supporting diversity, equity, and inclusion within GPC's own decision-making, hiring and promotion, and daily operations, and GPC encourages its counterparties, service providers, consultants, and supply chain vendors to promote similar efforts. GPC encourages projects that use contractors or suppliers that are classified as Certified Diverse Suppliers. To be considered for this non-price factor, Bidders must complete the Diversity, Equity, and Inclusion Affidavit found in Exhibit H (*Diversity, Equity, and Inclusion Affidavit*). More information regarding GPC's focus on DEI can be found here: https://www.southerncompany.com/sustainability/diversity-equity-inclusion.html.

7.5. Company-Owned Proposal Evaluation. The IE, Staff, and GPC will agree on a methodology to compare Company-Owned Proposals to Bids. This methodology will include calculating a revenue requirement using GPC's proprietary revenue requirement model that will be locked down before Bids are received. The revenue requirement will be converted into a price stated in cents per kilowatt-hour (¢/kWh) to (i) provide Company-Owned Proposal information to the Primary Evaluation Team in a manner that will not identify the submission as a Company-Owned Proposal; and (ii) allow the Primary Evaluation Team to evaluate Company-Owned Proposal pricing and Bid pricing on an equivalent basis using the criteria described in Section 7.3 (*Initial Bid Evaluation Criteria*). Following the IE's conversion, the IE will release Bids and Company-Owned Proposals to the Primary Evaluation Team. The Primary Evaluation Team will then proceed with the evaluation and ranking of Bids and Company-Owned Proposals in the manner described in Section 7.3 (*Initial Bid Evaluation Criteria*) and the development of Bid Lists described in Section 7.6 (*Bid Lists*).

7.6. Bid Lists. After all Bids are reviewed and ranked in order of highest Net Benefit and the Best Cost Threshold is determined, the Primary Evaluation Team will separate all the Bids into one of four Bid lists: (i) RFP Target List; (ii) Hold List; (iii) Reserve List; or (iv) Release List. The Primary Evaluation Team will first determine the projected number of Economically Competitive Submissions it will need to fill the RFP Target and will create the RFP Target List.

7.6.1. RFP Target List. Based on results of the initial evaluation, the highest ranked Economically Competitive Submissions will be chosen for the RFP Target List. GPC will contact

each RFP Target List Bidder to inform those Bidders that their Bids will be further reviewed and Supplemental Information is required.

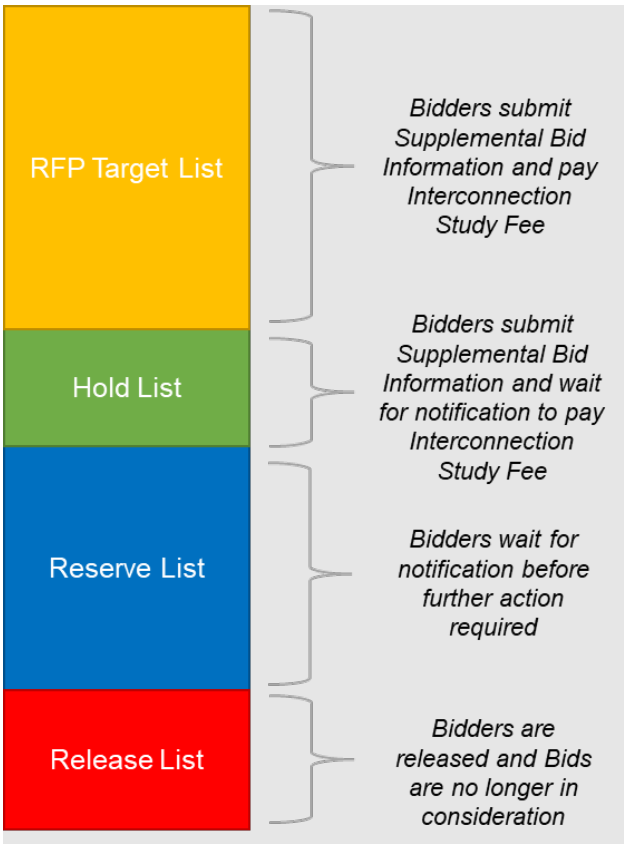
7.6.2. Release List. Any Bid placed on the Release List will no longer be considered in this DG RFP. A Bid will be placed on the Release List and removed from further consideration if the Bid is withdrawn at any point or, if during the evaluation process, GPC or the IE determine that: (i) any of the rejection criteria of Section 7.2 (*Initial Review of Bids*) is triggered; (ii) the Bid is an Economically Non-Competitive Submission; (iii) any required easement, permit, or other property right document cannot be reasonably or timely obtained; or (iv) GPC fills the RFP Target. Upon Generator's request, and only after this DG RFP concludes, GPC will provide general feedback to any Bidder with a Bid on the Release List regarding why the Bid was unsuccessful in this RFP.

7.6.3. Reserve List. Bids not included on the RFP Target List (for further evaluation) or the Release List (no longer considered in this RFP) will be placed on the Reserve List. A Bid on the Reserve List will continue to be under evaluation and may move to the RFP Target List if an RFP Target List Bidder withdraws or does not proceed to PPA execution.

7.6.4. Hold List. Of those Bids placed on the Reserve List, GPC will create a Hold List of queued Bids that will be the first Reserve List Bids moved to the RFP Target List, if needed.

A. Each Bidder with a Bid placed on the Hold List will be asked to submit Supplemental Information but will not be required to pay the Interconnection Study Fee until further notice.

B. If a Bid on the RFP Target List is released, the next Bid from the Hold List may be elevated to the RFP Target List. If a Bid is moved from the Hold List to the RFP Target List, a Bid on the Reserve List may be moved up to the Hold List. If a Bid on the Hold List moves to the RFP Target List, GPC will provide notice and the parties will proceed in accordance with the following Section 7.7 (*Further Evaluation of RFP Target List*).



GPC may periodically announce through the IE Website the status of the evaluation process. As discussed in Section 7.6 (*Bid Lists*), each Bidder will be notified of the status of each Bid submitted at the time the Bid advances to either the RFP Target List, Hold List, Reserve List, or Release List. GPC expects to contract with Bidders on the RFP Target List with Bids that offer a Net Benefit. In accordance with the RFP Solicitation Schedule, any Bidder who has not been selected to fill the RFP Target will be notified of the release of its Bid from this DG RFP by no later than the date the RFP closes.

7.7. Further Evaluation of RFP Target List. Regarding each Bid that advances to the RFP Target List, GPC, through the IE Website, will notify each Bidder and will request that Bidder: (i) submit Supplemental Bid Information (unless already submitted after being placed on the Hold List as described in Section 7.6.4 (*Hold List*)); and (ii) pay the Interconnection Study Fee within 10 Days after the notification.

7.7.1. Interconnection Study Fee. For each Bid that advances to the RFP Target List, Bidder must pay a non-refundable Interconnection Study Fee to GPC in the amount of ten thousand dollars ($10,000) within 10 Days after RFP Target List notification. GPC will not proceed with any Interconnection Study or further Bid evaluation until GPC receives the Interconnection Study Fee. Failure to pay the Interconnection Study Fee within 10 Days will result in the Bid being moved to the Release List.

A. If Bidder paid for Interconnection Guidance for a Facility that is materially equivalent to Bidder's Bid (i.e., the Facility is the same size, location, and interconnecting to same proposed POI that was studied, etc.), then Bidder will receive a credit towards the Interconnection Study Fee in the amount of the fee paid for the Interconnection Guidance, so long as Bidder indicates this information in its Bid. For Bidder to be eligible to receive the credit, Bidder must submit the materially equivalent Bid by no later than 12 months after the date of the Interconnection Guidance request.

B. If, after the initial Interconnection Study, Bidder requests a POI change that necessitates an additional Interconnection Study, Bidder must pay a fee of up to eight thousand eight hundred dollars ($8,800) before GPC will begin the additional study.

7.7.2. Interconnection Study. The Evaluation Team will perform an Interconnection Study to determine the interconnection impact of each proposed Facility on the RFP Target List. As a result of the Interconnection Study, GPC may request that Bidder resize its Facility or limit the Facility's power factor for safety, reliability, or operational reasons. If Bidder is asked to resize the Facility or limit the Facility's power factor, Bidder will not be permitted to modify its Bid Price. Any change to the Facility size or limit on Facility operation as a result of the Interconnection Study will not be imposed without Bidder's consent. For this DG RFP, a Bidder does not need to submit a separate request for interconnection service from GPC for the Facility included in the Bid.

7.7.3. Interconnection Facilities Site; Property Rights. In coordination with Bidder, GPC will schedule a Site visit during which GPC and Bidder will determine the ICF Site for the Facility. After the Site visit, GPC will create an ICF Site Plan and provide it to Bidder. Bidder must acknowledge acceptance of the ICF Site Plan within five Business Days following Bidder's receipt of the ICF Site Plan via the Bidder's Book. After Bidder acknowledges the ICF Site Plan, GPC will notify Bidder of the easements, permits, or other property right documents for the ICF Site that will be required should the Bid be awarded a PPA.

Bidder, in coordination with GPC, must obtain any required easements, permits, or other property rights documents for the ICF Site, from Bidder's Site/Facility to the Change of Ownership, but GPC will use its standard processes to obtain any required easements. Bidder is responsible for granting GPC any required property rights to real property owned or controlled by Bidder, as further described in the IA. If Bidder is unable to obtain necessary documentation or the parties are unable to obtain the necessary property rights, whether or not originally identified, GPC will

notify Bidder and may place the Bid on the Release List or terminate the PPA, whichever may be applicable.

Following execution of the PPA, GPC will use PowerClerk to serve as a platform to memorialize Site activities, like Site visits, as well as tracking the construction and project milestones for the Facility.

7.7.4. Determination of Interconnection Costs. Following the Interconnection Study, the Evaluation Team will develop a statement of the Bid's Interconnection Costs, which may include costs of Affected System modification if the Interconnection Study indicated Affected System modifications are necessary to interconnect Bidder's Facility.

7.7.5. Commitment to Pay Interconnection Costs. After GPC determines Interconnection Costs for a Bid on the RFP Target List, GPC will provide to Bidder a statement of Interconnection Costs for review and acceptance. If, no later than five Business Days after Bidder's receipt of GPC's Interconnection Costs statement, Bidder confirms it will pay Interconnection Costs, the Bid will advance from the RFP Target List. If Bidder does not agree to pay Interconnection Costs within five Business Days after receipt of GPC's Interconnection Costs statement, the Bid will move to the Release List.

7.8. 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 submissions and conduct an independent evaluation of the resource options submitted to GPC in the RFP process under Commission Rule 515-3-4-.04(3)(e)(3). Staff and the IE are permitted access to all of the documents and information used by GPC in its evaluation. GPC, Staff, and the IE will meet to discuss and finalize the composition of the RFP Target List identified for further evaluation, as well as those Bids identified for PPA awards.

7.9. PPA and IA Award and Execution. GPC will award PPAs and IAs to the Winning Bidders whose Bids advance from the RFP Target List. A Winning Bidder will enter into the PPA with GPC. GPC will not accept any changes to the pro forma PPA or IA at the time of execution. A Winning Bidder must pay the Winner's Fee at the time it returns its executed PPA. A Bidder on the RFP Target List wishing to update counterparty information in the PPA and IA must do so by no later than three Business Days after GPC notifies Bidder of PPA award. For the avoidance of doubt, the Generator in the PPA and the IA must be the same Person.

7.9.1. Generator Execution of Agreements. GPC will send the PPA and the IA to each winning Bidder for execution. No later than 15 Business Days after the date GPC provides the PPA and IA to Bidder, Generator must: (i) execute and return the PPA (and all completed exhibits) to GPC; (ii) execute and return the IA (including all completed exhibits) to GPC; and (iii) pay the Winner's Fee, as discussed in Section 4.3 (*Winner's Fee*). If the executed PPA and IA, together with the Winner's Fee, are not returned to GPC within 15 Business Days after GPC provides the PPA and IA to Generator, GPC reserves the right to reject the Bid and move the Bid to the Release List.

7.9.2. GPC Execution of Agreements. After Generator executes the PPA and IA and pays the Winner's Fee, GPC will review and confirm that the PPA and IA are complete and satisfactory. Upon GPC's confirmation, GPC will countersign the PPA and the IA. The effective date of each agreement will be the date on which GPC executes the agreement Execution Date.

7.9.3. Payment of Interconnection Costs. Generator must pay Interconnection Costs no later than 30 Days following full execution of the PPA and IA. If Generator does not pay Interconnection Costs within the 30 Days, GPC may pursue remedies permitted under the PPA and IA.

7.9.4. 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 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 for failure to execute a PPA for any reason.**

PART 8. CERTIFICATION

8.1. PPA Certification. After the PPA is fully executed by Generator and GPC, and GPC receives Generator's Eligible Collateral in the initial Performance Security amount required by the PPA, GPC will request Commission Certification of each executed PPA in batches with other executed PPAs. If the Commission fails to certify a PPA or certifies a PPA with modifications or conditions that adversely affect GPC, GPC will have the right to terminate the PPA upon written notice to Generator, so long as GPC delivers the notice to Generator by no later than 15 Business Days after the effective date of the applicable Commission order. For the avoidance of doubt, if the Commission issues an order approving the PPA with modifications or conditions, the PPA will not be amended to include the modifications or conditions without Generator's first agreeing to execute a written amendment to incorporate the modification or condition. If the PPA is terminated in accordance with this provision, GPC will also terminate the IA.

8.2. Company-Owned Proposal Certification. In accordance with O.C.G.A. § 46-3A-5, and under Commission Rule 515-3-4-.07(2), if a Company-Owned Proposal advances, it will be submitted for Certification together with other winning Bids, and the IE will testify regarding its evaluation of the Company-Owned Proposal. The Commission's certificate approving any Company-Owned Proposal will set forth the not-to-exceed cost, which, similar to the certified cost of any PPA or asset purchase agreement under which GPC acquires a Facility, may not otherwise change, except as allowed by applicable law under O.C.G.A. § 46-3A-7, and only with the Commission's express approval.

EXHIBIT A – INTERCONNECTION COST METHODOLOGY

An assessment of a Bid's impact to the Distribution System is an integral part of the calculation of the Net Benefit a Bid offers to GPC's customers. This assessment determines whether modifications to the Distribution System are required to interconnect the Facility and deliver the proposed Energy to GPC's customers throughout the Term.

This Exhibit A (*Interconnection Cost Methodology*) outlines how the costs of Distribution System upgrades and other Interconnection Costs will be allocated under the 2023 DG RFP. The examples listed below in Part 1 (*On-Site Interconnection Costs*) are not intended to be exhaustive and may exclude Site-specific costs like easements, permits, and Witness Testing fees that are required in addition to the non-binding costs provided. **All costs stated in this Exhibit A (*Interconnection Cost Methodology*) are estimates used only to illustrate, for Bidder's general understanding, the methodology used by GPC to allocate Interconnection Costs.**

The Bid Price establishes the PPA's Contract Energy Price for Solar Output paid to Generator. Bidders are encouraged to consider Interconnection Costs as a factor in Bidders' development of their Bid Prices.

PART 1. ON-SITE INTERCONNECTION COSTS

1.1. A winning Bidder is responsible for paying the capital (upfront installation costs) and O&M Costs for On-Site Interconnection Costs. The following are example calculations for On-Site Interconnection Costs:

Bidder-Owned Transformer Examples

1.1.1. **On-Site Interconnection Cost Example 1 – Overhead (Roadway Crossing Not Required).** Estimate for On-Site Interconnection Costs **not requiring** roadway crossing is $84,500[1] capital (no TVM[2] or O&M Costs) consisting of the following components:

A. Installation of 150 Feet of Pole Line: $4,500

B. Overhead Primary Meter: $29,000

C. Overhead Three Phase Electronic Recloser: $51,000

1.1.2. **On-Site Interconnection Cost Example 2 – Overhead (Roadway Crossing Required).** Estimate for On-Site Interconnection Costs **requiring** roadway crossing is $89,000 capital (no TVM or O&M Costs) consisting of the following components:

A. Installation of 300 Feet of Pole Line: $9,000

B. Overhead Primary Meter: $29,000

C. Overhead Three Phase Electronic Recloser: $51,000

[1] All amounts in this Exhibit A (*Interconnection Cost Methodology*) are examples and should not be considered estimates. The examples provided in this Exhibit A *(Interconnection Cost Methodology*) are not inclusive of all costs associated with Interconnection Facilities. Actual costs will be determined by the Interconnection Study.

[2] GPC's cost of money associated with the present value of the stream of payments and deductions, calculated using current income tax rates and costs of capital.

1.1.3 **On-Site Interconnection Cost Example 3 – Underground.** Estimate for On-Site Interconnection Costs **with all underground distribution facilities** is $311,000 capital (no TVM or O&M Costs) consisting of the following components:

A. Underground Switching Cubicle: $160,000

B. Three phase pad-mounted electronic recloser: $105,000

C. Three phase underground primary metering: $39,000

D. Trench 150 Feet of Three Phase Underground Primary: $7,000

Note: See Distribution Cost Matrix "Underground" section.

GPC-Provided Transformer Example

1.1.4 **On-Site Interconnection Cost Example 4 – Pad-Mounted Transformers (According to Facility Size).** The transformer costs are in addition to the capital On-Site Interconnection Costs in Sections 1.1.1 *(On-Site Interconnection Cost Example 1 – Overhead (Roadway Crossing Not Required)*), 1.1.2 (*On-Site Interconnection Cost Example 2 – Overhead (Roadway Crossing Required*), and 1.1.3 (*On-Site Interconnection Cost Example 3 – Underground*):

A. For a 1.5 MW Site, add $70,000 capital.

B. For a 3 MW Site, add $140,000 capital.

C. For a 6 MW Site, add $280,000 capital.

PART 2. OFF-SITE INTERCONNECTION COSTS

2.1. A winning Bidder is responsible for paying the capital (upfront installation costs) and O&M Costs for Off-Site Interconnection Costs. The following are examples of Off-Site Interconnection Costs: costs for DTT fiber, recloser upgrades, and three phase reconductors.

EXHIBIT B – ADDITIONAL BID INFORMATION

This is a summary of the type of data needed to complete certain fields of the Bid Form on the IE Website.

For each Bid, Bidder must acknowledge or supply the following information, as applicable and appropriate:

PART 1. BIDDER INFORMATION

1. Previous experience providing the proposed product
2. Bid Price (Levelized Pricing or Escalating Pricing)
3. PPA Term (15, 20, 25, 30, or 35 Annual Periods)
4. Facility information, including:
    a. Proposed name
    b. Location
    c. Milestone schedule
    d. Annual Energy Production (8760 Profile)
    e. Azimuth and tilt angles of panels
    f. Tracking capability
    g. Preliminary Site plan (including proposed POI)
    h. Exhibit C: Facility One-Line Selection
    i. Transformer ownership selection
5. Performance data:
    a. Maximum output capability (kW (AC) and kW (DC))
    b. Annual degradation after the first Annual Period

PART 2. NON-PRICE AND QUALITATIVE CONSIDERATIONS

1. Bidder's project development experience
2. Bidder's prior contracting experience (including Bidder's contract counterparty history)
3. Bidder's use of union labor
4. Bidder's diversity, equity, and inclusion initiatives

PART 3. SUPPLEMENTAL BID INFORMATION

For a Bid that advances to the RFP Target List or Hold List, Bidder will be asked to supply the following information:

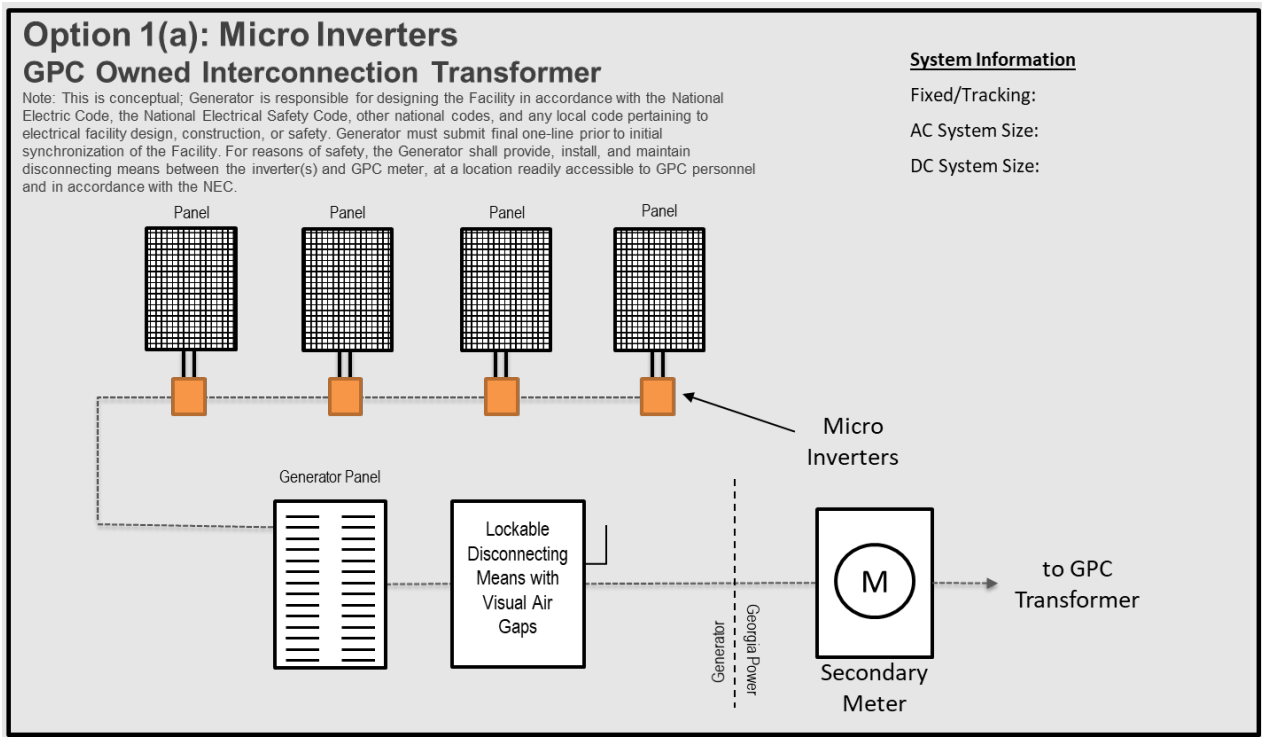
1. For a new Facility, the construction schedule listing all major construction activities, from the time the PPA is executed through the achievement of COA of the Facility.
2. Counterparty information:
    a. Legal Name of Generator and ultimate parent entity, if applicable
    b. Form of legal entity
    c. State of formation
3. Current Facility Site plan (including panel and inverter specification sheets)
4. Facility parcel and service address information
5. Auxiliary Equipment Panel Schedules (if applicable)
6. Site Control Affidavit and Landowner Confirmation (see Exhibit D (*Form of Site Control Affidavit and Landowner Confirmation*))

EXHIBIT C – SAMPLE FACILITY ONE-LINE DIAGRAMS

Each Bid must include a Facility One-Line Diagram. Bidder may select a Facility One-Line Diagram based on one of the six sample one-line diagrams below. A Bidder may also provide and submit an alternative Facility One-Line Diagram other than one of the samples found in this Exhibit C (*Sample Facility One-Line Diagrams*), but, it will be subject to GPC's review and acceptance, must be compliant with the Southern Company DER Policy, as modified by GPC's specific requirements posted on the GPC website, and must have at least the same level of detail as the samples in this Exhibit C (*Sample Facility One-Line Diagrams*). The Facility One-Line Diagram must include the disconnecting means between the inverter(s) and GPC meter, at a location readily accessible to GPC personnel at all times and in accordance with the National Electric Code.

GPC's Bid evaluation will rely on the Facility One-Line Diagram submitted by Bidder. The submitted Facility One-Line Diagram, once accepted by GPC, will be binding upon Bidder as the basis for the final Facility One-Line Diagram that Generator will submit as described in Exhibit F – Part 2 (*Process to Achieve Commercial Operation Authorization – Interconnection Information*). Once submitted by Bidder, a Facility One-Line Diagram may not be materially modified.

All configurations are for buy-all/sell-all, separately metered Facilities and not for "behind the meter" solar units.



Option 1(b): Micro Inverters

Generator Owned Interconnection Transformer

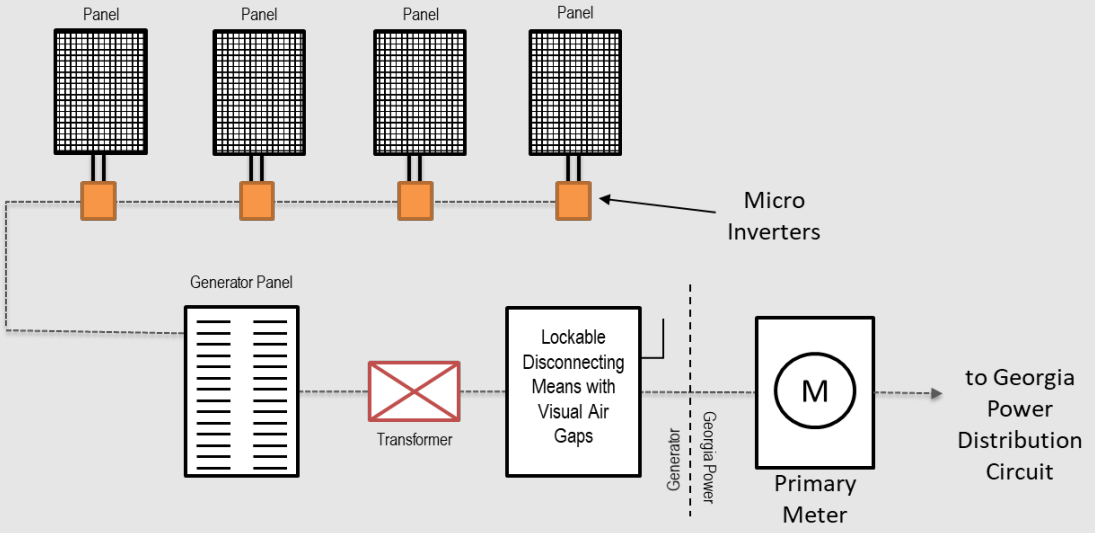
Note: This is conceptual; Generator is responsible for designing the Facility in accordance with the National Electric Code, the National Electrical Safety Code, other national codes, and any local code pertaining to electrical facility design, construction, or safety. Generator must submit final one-line prior to initial synchronization of the Facility. For reasons of safety, the Generator shall provide, install, and maintain disconnecting means between the inverter(s) and GPC meter, at a location readily accessible to GPC personnel and in accordance with the NEC.

System Information

Fixed/Tracking:

AC System Size:

DC System Size:



Option 2(a): String Inverters

GPC Owned Interconnection Transformer

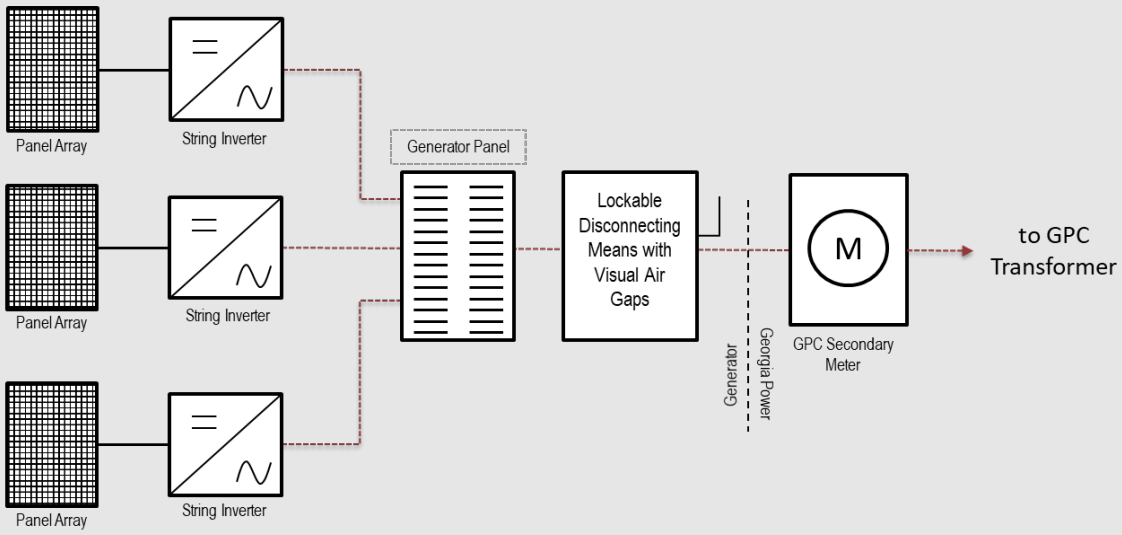
Note: This is conceptual; Generator is responsible for designing the Facility in accordance with the National Electric Code, the National Electrical Safety Code, other national codes, and any local code pertaining to electrical facility design, construction, or safety. Generator must submit final one-line prior to initial synchronization of the Facility. For reasons of safety, the Generator shall provide, install, and maintain disconnecting means between the inverter(s) and GPC meter, at a location readily accessible to GPC personnel and in accordance with the NEC.

System Information

Fixed/Tracking:

AC System Size:

DC System Size:



Option 2(b): String Inverters

Generator Owned Interconnection Transformer

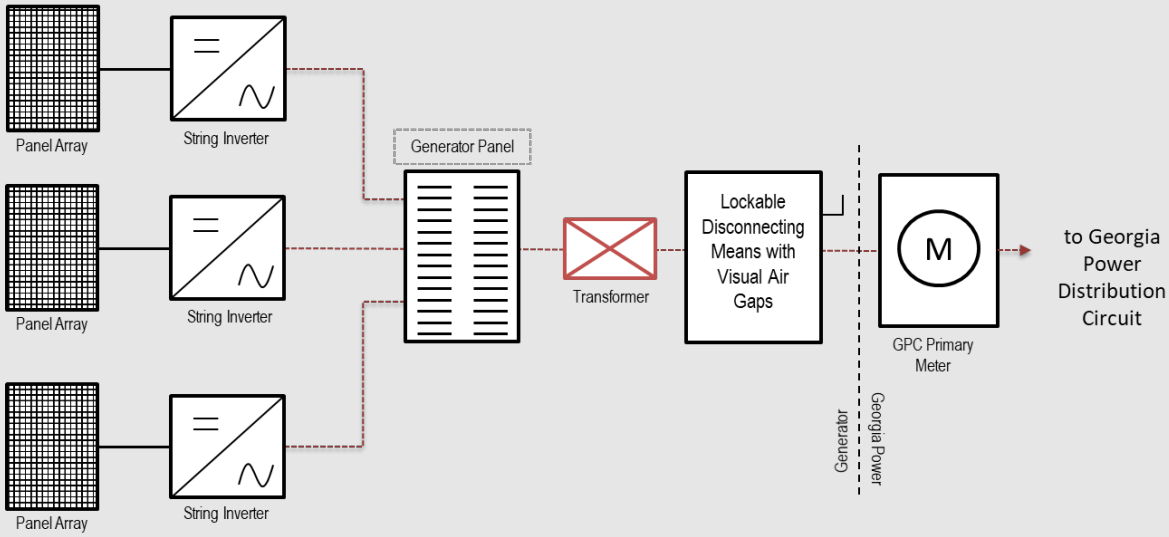
Note: This is conceptual; Generator is responsible for designing the Facility in accordance with the National Electric Code, the National Electrical Safety Code, other national codes, and any local code pertaining to electrical facility design, construction, or safety. Generator must submit final one-line prior to initial synchronization of the Facility. For reasons of safety, the Generator shall provide, install, and maintain disconnecting means between the inverter(s) and GPC meter, at a location readily accessible to GPC personnel and in accordance with the NEC.

System Information

Fixed/Tracking:

AC System Size:

DC System Size:



Option 3(a): Central Inverter(s)

GPC Owned Interconnection Transformer

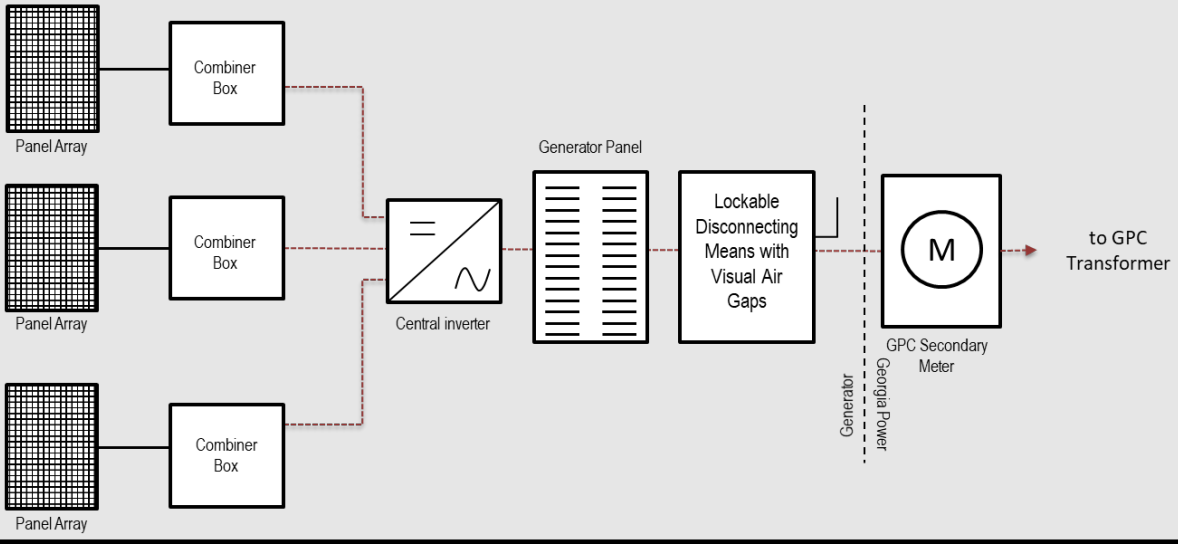
Note: This is conceptual; Generator is responsible for designing the Facility in accordance with the National Electric Code, the National Electrical Safety Code, other national codes, and any local code pertaining to electrical facility design, construction, or safety. Generator must submit final one-line prior to initial synchronization of the Facility. For reasons of safety, the Generator shall provide, install, and maintain disconnecting means between the inverter(s) and GPC meter, at a location readily accessible to GPC personnel and in accordance with the NEC.

System Information

Fixed/Tracking:

AC System Size:

DC System Size:



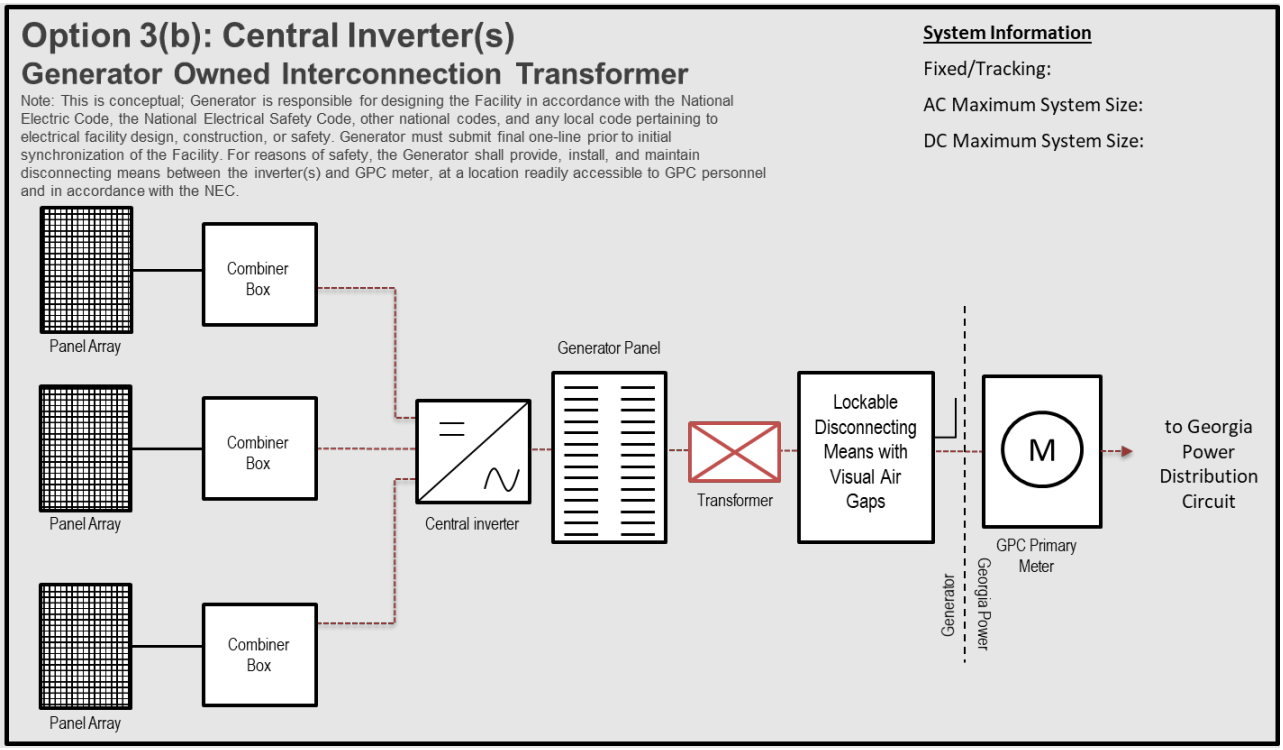

Option 3(b): Central Inverter(s)
Generator Owned Interconnection Transformer
Note: This is conceptual; Generator is responsible for designing the Facility in accordance with the National Electric Code, the National Electrical Safety Code, other national codes, and any local code pertaining to electrical facility design, construction, or safety. Generator must submit final one-line prior to initial synchronization of the Facility. For reasons of safety, the Generator shall provide, install, and maintain disconnecting means between the inverter(s) and GPC meter, at a location readily accessible to GPC personnel and in accordance with the NEC.
System Information
Fixed/Tracking:
AC Maximum System Size:
DC Maximum System Size:
Panel Array
Combiner Box
Panel Array
Combiner Box
Panel Array
Combiner Box
Central inverter
Generator Panel
Transformer
Lockable Disconnecting Means with Visual Air Gaps
M
GPC Primary Meter
Generator
Georgia Power
to Georgia Power Distribution Circuit

EXHIBIT D – FORM OF SITE CONTROL AFFIDAVIT AND LANDOWNER CONFIRMATION

[Insert Bidder's Letterhead]

[Insert Date]

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

Subject: Georgia Power Company's 2023 DG RFP – Site Control

[Bid No. XXX-XX]

Ladies and Gentlemen:

In accordance with the provisions of the Georgia Power Company ("**GPC**") 2023 Distributed Generation Request for Proposals ("**2023 DG RFP**"), [Insert Bidder's full legal name], a [Insert Bidder's form of entity and state of organization or leave blank if residential customer] ("**Bidder**") submits this Site Control Affidavit ("**Affidavit**") in support of Bid [XXX-XX] on its own behalf and on behalf of the counterparty ("**Generator**") that will execute the 2023 DG Solar Power Purchase Agreement ("**PPA**"). For Bidder to be eligible for participation, Bidder or Generator, as applicable, must, among other things, possess Site Control, as the term is defined below. Capitalized words used without definition here have the meaning shown in the 2023 DG RFP.

Bidder hereby represents, warrants, and covenants the following:

1. The Facility described in the Bid will be located at [Insert parcel number and GPS coordinates of the Site] ("**Site**"). Unless indicated below, the Interconnection Facilities Site will be on the same Property and all references to "Site" below include both the Facility Site and the ICF Site.

☐ Site includes ICF Site

☐ ICF Site is separate and a separate Site Control Affidavit for ICF Site is attached (using this DG RFP Exhibit D (*Form of Site Control Affidavit and Landowner Confirmation*) template, revised to address ICF Site only).

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 (under a current binding written agreement between Generator and the owner or lessor of the Site)

☐ (c) Holds an option to purchase the Site (under a current binding written agreement between Generator and the owner of the Site)

☐ (d) Holds an option to lease the Site (under 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.

If Bidder or Generator has Site Control under 2(b) through 2(e) above, Bidder must submit page 3 of this Affidavit, executed by the owner/ground lessor of the Site ("Landowner") confirming Site Control.

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/Interconnection Facilities, as applicable, or the operation, maintenance or repair of the Facility during the PPA Term (as defined in the PPA).
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/Interconnection Facilities, as applicable, 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, before Generator's execution of the PPA.
6. Bidder will promptly notify GPC in writing of any change in the status of Site Control.
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.
8. Bidder provides below any information currently known regarding land preparation and regarding any environmental, permitting, legal, regulatory, or other matter that might affect Bidder's ability to provide to GPC all necessary property rights.

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 above listed project.

#BidderLegalName#

By:_____

Name: _____

Title (if applicable): _____

Date: _____

On this _____ day of _____, 20___ , before me appeared #BidderLegalName#, the person who signed the Site Control Affidavit in my presence and who swore or affirmed that he/she understood the document and freely declared it to be truthful.

_____

Official Signature of the Notary

State of _____ County of _____

Official Seal of the Notary

Landowner Confirmation

If Bidder or Generator has Site Control under Sections 2(b) through 2(e) of the Affidavit, the owner/ground lessor of the Site ("**Landowner**") confirms each of the following by signing below:

1. Subject only to the rights of Generator, Landowner is in undisputed and peaceful possession of the Site. Without limiting the foregoing, there is no tenant, lessee, or any other person or entity in possession of or entitled to possession of any portion of the Site other than Generator and Landowner.

2. Landowner has not entered into, and will not enter into, any contract, including a sales agreement, lease, or option that may affect Generator's Site Control during the stated term of the PPA.

3. The construction, operation or maintenance of the Facility does not violate or breach any agreement entered into by Landowner, including, without limitation, any lease or ground lease (if applicable), or any other recorded or unrecorded agreement affecting the Site.

4. Landowner grants to GPC a license to enter upon the Site to access, inspect and monitor all portions of the Facility/Interconnection Facilities, as applicable and to install, operate and maintain remote monitoring equipment and communication facilities related to safety, power quality, interconnection requirements and to ensure system reliability. This license will be irrevocable during the term of the PPA.

#LandownerLegalName#

#Landowner's form of entity and state of registration (if applicable)

By: _____

Name Printed: _____

Title: _____

Date: _____

EXHIBIT E – SUMMARY OF FEES, COSTS, SECURITY, AND DEADLINES

Summary of Fees, Costs, and Security for Bid, PPA, and IA				
Fee/Security	**Due Under**	**Amount**	**Required**	**May Be Required**
Bid Fee	Bid	$4/kW	X	
Winner's Fee	Bid	$10/kW	X	
Interconnection Study Fee	Bid	$10,000	X	
POI Change Resulting in a New Interconnection Study	Bid	Up to $8,800		X
Performance Security	PPA	Ranges from $100/kW to $145/kW based on term (see PPA Exhibit B (*Performance Security*))		X
Delay Damages	PPA	Lesser of $90/kW or $90,000 must be posted as Delay Damages Performance Security if Generator fails to achieve Mechanical Completion by RMCD Lesser of $60/kW or $60,000 must be posted as Delay Damages Performance Security if Generator fails to request Initial Synchronization by the Required Notice Date for Initial Synchronization GPC can draw on funds to recover Delay Damages as they accrue (lesser of $1.00/kW per Day or $1,000 per Day) for each Day of delay beyond either the RMCD or Required Notice Date for Initial Synchronization		X
Changing Collateral	PPA	$2,500 per occurrence		X

Summary of Fees, Costs, and Security for Bid, PPA, and IA				
Fee/Security	**Due Under**	**Amount**	**Required**	**May Be Required**
Amendments	PPA	$2,500 per occurrence after first request		X
Assignments	PPA	$5,000 per occurrence after first request unless discount under PPA Section 13.6 (*Multiple Requests for Assignment or Change of Control*) applies		X
Change of Control	PPA	$5,000 per occurrence after first request unless discount under PPA Section 13.6 (*Multiple Requests for Assignment or Change of Control*) applies		X
Termination Liquidated Damages	PPA	Ranges from $100/kW to $145/kW based on Term (see Section 6 of PPA Exhibit A (*Project Information*))		X
Metering	IA	**Administrative Fee:** $0.175/kW per month, up to $250 per month **Metering Service Charge:** $110 interval per month	X	
Interconnection Costs	IA	Ranges based on the project location and facility size	X	

Summary of RFP Deadlines	
Milestone	**Deadline**
Bid Fee	By 12:00 PM on Bid Due Date (September 26, 2023)
Interconnection Study Fee	No later than 10 Days after Target List Notification

Summary of RFP Deadlines	
Milestone	**Deadline**
PPA and IA Execution	No later than 15 Business Days after receipt from GPC
Winner's Fee	Date Winning Bidder returns its executed PPA
Notice of form of Eligible Collateral and draft of non-cash Eligible Collateral	Date Winning Bidder returns its executed PPA, if Generator is not Creditworthy.
Performance Security	No later than five Business Days after PPA Execution
Payment of Interconnection Costs	No later than 30 Days after full execution of PPA and IA

EXHIBIT F – PROJECT MILESTONES AND REQUIREMENTS FOR OBTAINING COA

PART 1. PROJECT MILESTONES

1.1. **Mechanical Completion.** The PPA sets forth the criteria for Mechanical Completion of the Facility. Mechanical Completion of the Facility must be achieved by the RMCD. Each Bidder must indicate the RMCD in its Bid, and the date must not exceed 305 Days after the date of Certification. When Generator believes the Facility has achieved Mechanical Completion, Generator must submit the Mechanical Completion Certificate, found in PPA Exhibit C (*Mechanical Completion Certificate*).

Generator's failure to achieve Mechanical Completion by the RMCD will result in an assessment of Delay Damages. This process is designed to ensure Generator's obligations and achievement of its construction milestone activities are separate from GPC's milestone activities related to interconnection, which means GPC's construction of the Interconnection Facilities will not delay Generator's achievement of Mechanical Completion. Generator will incur Delay Damages if the Facility fails to achieve Mechanical Completion by the RMCD, or if Generator fails to request Initial Synchronization by the Required Notice Date for Initial Synchronization. GPC encourages each Bidder to review PPA Section 2.5 (*Failure to Achieve Mechanical Completion by the RMCD*) and PPA Section 5.2 (*Failure to Submit Initial Synchronization Request by the Required Notice Date for Initial Synchronization*) for the details regarding Delay Damages and the associated posting of Eligible Collateral.

1.2. **Initial Synchronization.** Generator must request Initial Synchronization by the Required Notice Date for Initial Synchronization. Generator's failure to request Initial Synchronization by the Required Notice Date for Initial Synchronization will result in an assessment of Delay Damages as further discussed in Section 1.1 (*Mechanical Completion*) of this Exhibit F (*Project Milestones and Requirements for Obtaining COA*).

After: (1) GPC completes construction of the Interconnection Facilities; and (2) Generator submits the Initial Synchronization Request, GPC and Generator will jointly select a date and time for Initial Synchronization. The Facility must be ready to be energized when Generator submits the Initial Synchronization Request. Generator must give GPC at least 10 Business Days' prior written notice of the date for Initial Synchronization. During Generator's commissioning of the Facility, Generator will be granted one period of Initial Synchronization, which must not last more than seven Days past the date of energization. If the Initial Synchronization period exceeds seven Days, GPC reserves the right to temporarily disconnect the Facility and de-energize its Interconnection Facilities, and in that case, GPC reserves the right to determine under the IA when to reconnect the Facility and re-energize its Interconnection Facilities before Witness Testing. If GPC must re-energize its Interconnection Facilities, and it was Generator's action or inaction that required the Facility to be disconnected and de-energized, Generator must reimburse GPC for GPC's return service trip cost.

1.3. **Witness Testing.** The Facility must successfully pass Witness Testing after Initial Synchronization. GPC and Generator will jointly select the date and time of Witness Testing, except that GPC may: (1) schedule Witness Testing in the order of requests received and subject to availability of its resources; (2) require at least 10 Business Days' prior notice to schedule Witness Testing; and (3) not schedule an initial Witness Test in the month of December. If Generator requires rescheduling of a previously agreed upon Witness Test date, Generator must notify GPC no later than 48 hours before the originally scheduled Witness Test. Otherwise, Generator will be required to pay a secondary Witness Test fee. Additional details and specific requirements about Witness Testing can be found

in the GPC Distribution Test Policy. GPC will grant Commercial Operation Authorization to Generator within seven Business Days after the successful completion of Witness Testing, so long as all other contractual obligations have been met. Generator's failure to successfully complete Witness Testing within 120 Days after the date of Initial Synchronization will be considered a Generator Event of Default under the PPA and give rise to GPC's right to terminate the PPA and the IA.

PART 2. PROCESS TO ACHIEVE COMMERCIAL OPERATION AUTHORIZATION

2.1. **Interconnection Information.** GPC will develop and provide to Bidder the ICF Site Plan that identifies the ICF Site and the required easements, permits, or other property right documents, utilizing the Initial Site Plan submitted with the Bid. After Bidder acknowledges the ICF Site Plan in its Bid Book, Bidder must begin procuring the necessary property rights for GPC's Interconnection Facilities. GPC will commence other interconnection-related work only after the IA is executed and the Interconnection Costs are paid in full.

Generator will be responsible for initial preparation of the entire ICF Site, including the Access Route, in accordance with the DG Interconnection Construction Guidelines. Additionally, throughout the PPA Term, Generator will be responsible, at its expense, for maintaining the Access Route in accordance with the PPA and as necessary to allow GPC to operate, maintain, or repair the Interconnection Facilities.

Generator is solely responsible for payment of all On-Site Interconnection Costs. The IA will reflect the Interconnection Costs owed by Generator to GPC. Generator must pay the applicable Interconnection Costs 30 Days after the IA Execution Date. Interconnection Costs reflected in the IA are time-sensitive and any changes or delays beyond the stated timelines may require GPC to re-calculate the Interconnection Costs, which may result in higher Interconnection Costs. GPC is not obligated to incur any Interconnection Costs or otherwise commence any interconnection-related procurement or work until the IA is executed and the required Interconnection Costs are paid. In addition, GPC's obligation regarding physical construction of Interconnection Facilities is contingent upon GPC receiving all easement rights, permits, and other necessary property rights.

After the ICF Site Plan is acknowledged in the Bidder's Bid Book on the IE Website, any change to the Facility (equipment or layout), the Site, or the ICF Site will require written consent by GPC. If allowed, Generator must pay GPC for any additional costs incurred by GPC resulting from any change to the Facility documents, the Facility, the Site, the ICF Site, or any delay in Generator paying Interconnection Costs or providing all required information.

2.2. **Final Design Information.** As soon as practicable, but no later than 90 Days before the RMCD, Generator must upload to PowerClerk all Final Facility Documents and any other documents required by GPC for use in the construction and installation of its Interconnection Facilities. Any delay in furnishing the Final Facility Documents may result in delay of GPC's completion of its Interconnection Facilities and delay the interconnection of the Facility. Generator must not modify the Facility design or layout or the Final Facility Documents once the Final Facility Documents are submitted to and accepted by GPC. Any Facility change or error in the Final Facility Documents may result in GPC assessing additional fees or charges to Generator if the change/error requires additional Interconnection Study or additional or revised Interconnection Facilities and will delay interconnection of the Facility. The ICF Site Plan and the Final Facility Documents serve as the final Site design for the project.

EXHIBIT G – BID ASSIGNMENT GUIDELINES

PART 1. BID ASSIGNMENT

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 G** (*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 G** (*Bid Assignment Guidelines*) and agree to the *Request for Georgia Power Company's Consent to Bid Assignment* included as Attachment 1 to this **Exhibit G** (*Bid Assignment Guidelines*) ("**Consent Request**").

1.1.3 These guidelines are limited to Bid assignments during the 2023 DG RFP Bid solicitation phase (each 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 those agreements. For purposes of this **Exhibit G** (*Bid Assignment Guidelines*) a Change of Control of a Bidder will be deemed an assignment, subject to the provisions of this **Exhibit G** (*Bid Assignment Guidelines*). For purposes of this **Exhibit G** (*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.

(i) **Assignment Before PPA Award.** If Bidder intends to assign its Bid, Bidder must provide GPC with prior written notice through the IE Website 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 information required under Section 1.3 (*Required Information*) regarding the 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 Website at least 15 Days before the proposed effective date of the Bid Assignment and before the date of PPA Award.

(ii) **Failure to Comply with Notice Requirements.** If a Bidder does not comply with the notice and consent requirements of this Exhibit G (*Bid Assignment Guidelines*), GPC may place the Bid on 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 advanced to the RFP Target List.

1.2.2 **Consent by GPC.** Bidder must not assign any Bid without GPC's prior written consent. Any attempted Bid Assignment without GPC's prior written consent will be void and the original Bidder will remain responsible for all of its obligations relating to the Bid. GPC's consent to a proposed Bid Assignment will not create any obligation for GPC to the original Bidder or Bid Assignee beyond GPC's evaluation of the Bid according to the 2023 DG RFP. GPC reserves the right to reject a 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 DG RFP or the Commission's orders relating to the 2023 DG RFP. If GPC rejects a Bidder's proposed Bid Assignment, GPC will provide 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 RFP, including the waiver in RFP Section 7.2 (*Initial Review of Bids*).

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 the RFP, including, RFP Part 6 (*Bid Process*), RFP Section 7.4 (*Non-Price and Qualitative Considerations*), and RFP Exhibit B (*Additional Bid Information*), including all required affidavits and certifications (in proposed Bid Assignee's name) 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:

(i) 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;

(ii) The Bid Assignee meets the Bidder requirements of the 2023 RFP;

(iii) The proposed Bid Assignee is willing, ready, and able to perform and discharge all obligations of Bidder for the Bid; and

(iv) The proposed Bid Assignee agrees to the terms of the 2023 DG RFP, including the waiver in its Section 7.2 (*Initial Review of Bids*) 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 through the IE Website the additional information 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. By no later than the date Bidder submits the Consent Request, Bidder must pay on behalf of Bid Assignee 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.

EXHIBIT G – ATTACHMENT 1 – 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 DG 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 before notice of PPA award)*	
Bidder Name	
Bid Number	
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 6.16 (*Bid Assignments*) and RFP Exhibit G (*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 ("**Bid Assignment Effective Date**") and is contingent upon Bidder and Bid Assignee's full compliance with RFP Section 6.16 (*Bid Assignments*) and RFP Exhibit G (*Bid Assignment Guidelines*). GPC's consent to a Bid Assignment will not create any obligation for GPC to the original Bidder or Bid Assignee beyond GPC's evaluation of the Bid according to the 2023 DG RFP. Bidder and Bid Assignee, as applicable, each make the following representations as required by RFP Section 6.16 (*Bid Assignments*) and RFP Exhibit G (*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 G (*Bid Assignment Guidelines*), Section 1.3.1 (*Bid Assignee Information*).

2. **Confirmation of Assignee Information.**

   Bidder and Bid Assignee each represent and confirm the following:

   (i) 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.

(ii) The Bid Assignee meets the Bidder requirements of the 2023 RFP.

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

(iv) The proposed Bid Assignee acknowledges and agrees to the terms of the 2023 RFP, including the waiver in Section 7.2 (*Initial Review of Bids*) of the 2023 RFP and to assume all obligations of Bidder under the Bid.

3. Fees.

Bidder confirms that it has paid the two thousand five hundred dollar ($2,500) bid assignment fee as required by RFP Exhibit G (*Bid Assignment Guidelines*), Section 1.4 (*Fees*).

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 are not required to 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 Bid Assignment Effective Date of the Bid Assignment; (v) acknowledges and agrees to the terms of the 2023 DG RFP, including the waiver in Section 7.2 (*Initial Review of Bids*) of the 2023 DG RFP; and (vi) agrees to assume all of Bidder's obligations (as applicable) under the Bid, including those associated with the referenced Bid Number upon the Bid Assignment 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 Bid Assignment Effective Date indicated below.

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

EXHIBIT H – DIVERSITY, EQUITY, AND INCLUSION AFFIDAVIT

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

RE: 2023 DG RFP – Diversity, Equity, and Inclusion
Facility Address:
Generation Facility Type:
Contact person for the Site/Facility:

Ladies and Gentlemen:

On or before #Month #Day, #Year and in accordance with the provisions of 2023 DG RFP, #BidderLegalName# a ***OR*** an #OrgState# #limited liability company# ***OR*** #OtherOrgStructure# ("**Bidder**"), is submitting one or more Bids for consideration to fulfill a portion of the 2023 DG RFP, which may result in Bidder being awarded a Power Purchase Agreement for 2023 Distributed Generation Solar ("**PPA**") with Georgia Power Company ("**GPC**"). Capitalized terms used but not defined in this [Affidavit] have the meanings set forth in the 2023 RFP.

GPC is committed to supporting diversity, equity, and inclusion within GPC as well as externally. To further this initiative, GPC is expanding its diversity, equity, and inclusion expectations to its counterparties, consultants, and supply chain vendors. By nurturing relationships with diverse suppliers and contractors, both big and small, including female-, minority-, and veteran-owned businesses, GPC broadens its access to products and services, while demonstrating the Company's commitment to economic inclusion across the state of Georgia. Accordingly, GPC will consider a Bidder's diversity, equity, and inclusion commitments and demonstrated progress as a non-price factor in GPC's 2023 DG RFP. GPC requires that each Bidder self-certify and check all applicable qualifications in Section 1 and affirm the covenants in Section 2.

Section 1: Self-Certification

1. Is Bidder a Small Business (other than a Large Business) – A business concern that meets the small business size code standards established by the SBA in 13 C.F.R. Part 121?

   □ Yes □ No

2. Please check all that apply:

   □ Small-Disadvantaged Business
   □ Woman-Owned Business;
   □ HUBZone Business
   □ Veteran-Owned Business
   □ Minority Owned Business
   □ LGBT-Owned Business
   □ Disability-Owned Business

Section 2: Bidder covenants that Bidder will:

1. Actively seek, interview, and consider qualified, diverse employees for employment and promotion, and actively seek, screen, and consider qualified, diverse suppliers, contractors, and subcontractors that can provide competitively priced, high-quality goods and services;
2. Actively seek to provide employment opportunities in the local community (i.e., near the Facility site);
3. Demonstrate support and advocacy for diversity, inclusion, and equity in its business efforts (e.g., hiring and marketing); and
4. Ensure that the inclusion of diverse team members, contractors, and suppliers is a deliberate focus for Bidder's company as well as the proposed Facility development and operations.

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 further certifies that he/she 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.

Company: _____

By: _____

Title: _____

Date: _____

State of _____

County of _____

On this _____ day of _____, _____, before me appeared _____, the person who signed the preceding Diversity, Equity & Inclusion Affidavit in my presence and who swore or affirmed that he/she understood the document and freely declared it to be truthful.

_____
Official Signature of the Notary

Official Seal of the Notary

My Commission Expires: