

CARES 2023 Utility Scale

Request for Proposals

for

Renewable Generation

[_____ __, 2023]

Issued by Georgia Power Company
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Atlanta, Georgia 30308
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Administered by Accion Group, LLC, acting as the Independent Evaluator
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SCHEDULE OF DEFINED TERMS AND RULES OF CONSTRUCTION

This 2023 RFP uses the defined terms identified in this Schedule, or in the body of this 2023 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 RFP: This CARES 2023 Utility Scale Request for Proposals for Renewable Generation.

2025 RFP: GPC's planned CARES 2025 Utility Scale Request for Proposals for Renewable Generation.

AC: Alternating current.

Access Route: The suitable all-weather access route from the nearest public roadway to the Point of Interconnection that is acceptable to GPC and that must be always available to GPC (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 the Southern Company Transmission System or an electric facility owner whose facilities require additions, modifications, or upgrades that are necessary for safe and reliable operation of the Electric System during parallel operation of the Facility, other than those required due to GPC's designation of the Facility output to serve GPC's customers (i.e., to deliver the Energy from the Point of Delivery to GPC's customers).

Affected System Upgrade: Any addition, modification, or upgrade to an Affected System's Electric System that would be necessary for safe and reliable operation of the Electric System during parallel operation of the Facility. Each addition, modification, or upgrade will be constructed and owned by that Affected System.

Affiliate: For any specific Person, any other Person directly or indirectly controlling, controlled by, or under common control with that 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. A Person directly or indirectly owning 50% or more of the outstanding stock or other equity interest of a Person has "control" of that Person; the terms "controlling" and "controlled" have meanings correlative to "control."

Affiliate Bid Team: As set forth in Commission Rule 515-3-4-.04(3)(d), any GPC Affiliate (e.g., Southern Power Company) that intends to submit a Bid into this 2023 RFP, as well as any other Persons acting for that Affiliate or on its behalf in support of the development and submission of any Bid.

AGC: See *Automatic Generation Control*.

AGC Requirements: The AGC performance and technical requirements for AGC as set forth in the applicable pro forma PPA or pro forma BTA, as applicable.

Alabama Power: Alabama Power Company, a regulated electric utility GPC Affiliate that is also a subsidiary of Southern Company.

Annual Energy Contract Amount: The Annual Energy Contract Amount, as defined in each of the pro forma PPAs in MWh for any identified Annual Period reflected in the pro forma PPAs.

Annual Period: Any one of a succession of consecutive 12-Month periods during the PPA Term or the Facility Design Life, the first which will begin on the first Day of the Month following the COD or Closing, as applicable, except that if Commercial Operation or Closing is achieved on the first Day of a Month, the first Day of the first Annual Period is the COD or Closing, as applicable.

Asset Purchase Agreement or **APA**: The Asset Purchase agreement to be entered into by GPC and a Winning Bidder (or other Person identified as APA counterparty (i.e., Seller) as allowed by this 2023 RFP) proposing an Existing Facility that: (i) utilizes solar photovoltaic (fixed or tracking) as the Renewable Resource; (ii) does not include a Storage Device; (iii) interconnects to the STT; and (iv) is located in the state of Georgia, in the form of the pro forma APA attached as **Exhibit L** (*Pro Forma APA*) to this 2023 RFP.

ASC: The FASB Accounting Standards Codification.

Automatic Generation Control or **AGC**: The automatic control of a facility's output performed within the balancing authority, with the purpose of balancing load and generation or implementing curtailments. This is achieved through the electric generation or storage facility's capability of accepting a set point electronically and the automatic adjustment and regulation of the facility's output to meet that set point.

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

Awarded Contract: An executed PPA, APA, or BTA, as applicable, between GPC and a Seller (i.e., Winning Bidder).

Best Cost Analysis: An analytical method GPC will use to compare Bids and Company-Owned Proposals to one or more SWAC Reference Benchmarks.

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 Submission Requirements*), each separate bid submitted into this 2023 RFP.

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

Bid Book: Each Bidder's private electronic file on the IE Website in which all Bid-specific documents submitted by the Bidder are stored and a record of all communications are recorded.

Bid Due Date: The date and time specified for complete submission of Bids (including payment of Bid Fee) into this 2023 RFP as shown in the Solicitation Schedule (Section 1.1.1 (*Solicitation Schedule*) or, if applicable, as modified in accordance with 2023 RFP terms and conditions.

Bid Fee: The non-refundable fee Bidder must submit with each Bid to defray costs of the RFP Process.

Bid Form: The electronic form found on the IE Website through which a Bidder submits its Bid.

Bid Information: The ongoing status of any Bid or potential Bid, and any information submitted, exchanged, and discussed between Bidder, the IE, the Staff, and GPC (any exchange or discussion to occur in accordance with the guidelines of this 2023 RFP and Commission Rules).

Bid Period: The period from the Bid Period Open Date until the Bid Due Date, as shown in the Solicitation Schedule.

Bid Security: Security provided by Bidder for each Bid advanced to the Competitive Tier, as further described in Section 4.4 *(Bid Security*).

Bidder: As applicable, each Person contemplating submission of a Bid or submitting a Bid into this 2023 RFP.

Bidders' Conference: The conference held with GPC, Staff, and the IE for potential Participants and interested Persons to learn about the 2023 RFP Process and the draft RFP Documents.

Build Transfer Agreement or **BTA**: The Build Transfer Agreement to be entered into by GPC and a Winning Bidder (or other Person identified as BTA counterparty as allowed by this 2023 RFP) regarding a Build Transfer Facility, in the form of the pro forma BTA attached as **Exhibit M** (*Pro Forma BTA*) to this 2023 RFP.

Build Transfer Facility: A Facility that is a Utility Scale Renewable Resource that: (i) uses solar photovoltaic (fixed or tracking) as the Renewable Resource; (ii) does not include a Storage Device; (iii) is transferred to GPC on or after mechanical completion but prior to energization; (iv) interconnects to the STT; and (v) is located in the state of Georgia.

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

CARES: The Clean and Renewable Energy Subscription program approved pursuant to the 2022 IRP Final Order.

CARES ED Program: The Clean and Renewable Energy Subscription economic development program approved pursuant to the 2022 IRP Final Order.

Certification: The Certificate of Public Convenience and Necessity GPC will seek from the Commission pursuant to O.C.G.A. § 46-3A-4 for each Awarded Contract.

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.

CFE-ATC: Around-the-clock carbon-free energy from carbon-free resources.

CFE-ATC Applicant: A commercial or industrial customer of GPC that has executed a notice of intent to subscribe to GPC's CFE-ATC Program.

CFE-ATC Customer Agreement: An agreement between a CFE-ATC Applicant and GPC setting forth the terms and conditions under which the CFE-ATC Applicant will subscribe to GPC's CFE-ATC Program.

CFE-ATC Program: The Clean and Renewable Energy Subscription Carbon Free Energy – Around the Clock program approved pursuant to the 2022 IRP Final Order.

CFE-ATC Requirements: A Facility that: (i) consists of a Renewable Resource; (ii) is coupled to a Storage Device that is capable of being charged by both the Renewable Resource and the Electric System throughout the PPA Term; (iii) produces between 25 MW and 100 MW of instantaneous Energy; (iv) delivers Renewable Energy in an amount equal to its Firm Hourly Energy Amount to the Point of Delivery during at least 80% of the hours in each Annual Period; (v) maintains 100% of its Firm Hourly Energy Amount for the entire PPA Term; (vi) interconnects to the STT; and (vii) is located in the state of Georgia.

CFE-ATC Resource: A Facility that meets the CFE-ATC Requirements and that would be the subject of a PPA in the form of **Exhibit K-3** (*Pro Forma CFE-ATC PPA*).

Closing: Defined in the pro forma APA attached to this 2023 RFP as **Exhibit L** (*Pro Forma APA*) or pro forma BTA attached to this 2023 RFP as **Exhibit M** (*Pro Forma BTA*), as applicable.

COD: See *Commercial Operation Date*.

Comment Period: The period during which Participants and interested Persons may submit comments regarding the RFP Documents and the Bid process via the IE Website, as shown in the Solicitation Schedule.

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

Commercial Operation Date or **COD**: The date the Facility achieves Commercial Operation.

Commission: The Georgia Public Service Commission, or any Governmental Authority succeeding to the powers and functions of the Commission.

Company-Owned Proposal or **COP**: A GPC proposal to construct, own, operate, and maintain a Utility Scale Renewable Resource that is not a CFE-ATC Resource.

Company-Owned Proposals Deadline: The date and time specified for submission of Company-Owned Proposals into this 2023 RFP, as shown in the Solicitation Schedule.

Company-Owned Proposal Team or **COP Team**: Any GPC team that intends to submit a Company-Owned Proposal in response to this 2023 RFP, as well as any other Persons acting for that GPC team or on its behalf in support of development and submission of any Company-Owned Proposal.

Competitive Tier: The most competitive Submissions that advance for further evaluation after the initial review, in accordance with Section 8.3 (*Initial Review of Bids*) and Section 8.4 (*Complete Bids*).

Confidential Information: Business or technical information rightfully in the possession of either Party that derives actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by Persons who can obtain economic value from its disclosure or use, including information furnished or disclosed to the other Party in connection with Submissions into this 2023 RFP or discussions leading up to execution of an Awarded Contract, including the Awarded Contract itself. Participants must designate Confidential Information as confidential in writing on each page of a document contemporaneously with Participant's supply of the information to GPC. Confidential Information does not include information that: (i) is or becomes publicly available other than because of a violation of this 2023 RFP or the Awarded Contract; (ii) was, at the time of the disclosure, already in the

receiving Party's possession; (iii) is disclosed to the receiving Party by a third party who, to receiving Party's knowledge, is not prohibited from disclosing the information under any agreement; (iv) receiving Party develops or derives without the aid, application, or use of the privileged or proprietary information; or (v) receiving Party is required to disclose in accordance with applicable law.

COP: See *Company-Owned Proposal*.

COP Team: See *Company-Owned Proposal Team*.

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) that has satisfactory and verifiable creditworthiness determined in GPC's sole discretion.

Cycle or **Cycled**: The equivalent charge of Storage Device Operating Energy, in MWhs, from 0%–100% and subsequent discharge from 100%-0%, regardless of whether the complete charge or complete discharge occurs during one or more charges or discharges. The discharged Energy of the Storage Device will be tracked on 6-second intervals and accumulated over the course of each 24-hour period to determine whether the Cycle Limit has been reached, regardless of the amount of Renewable Energy that is stored at that moment.

Cycle Limit: The maximum number of times over the course of any Annual Period that the Storage Device may be Cycled.

Dalton: Dalton Utilities, a participant in the Georgia ITS.

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

DC: Direct current.

Deficient Submission: Any Submission that fails to provide all required information or is otherwise non-compliant with this 2023 RFP.

Diversity, Equity, and Inclusion or **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.

Diversity, Equity & Inclusion Certificate: The certificate signed by a signing authority of Bidder in the form found in **Exhibit H** (*Diversity, Equity & Inclusion Certificate*), that affirms Bidder's commitment to Diversity, Equity, and Inclusion.

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

Eastern Time: *See ET*.

Economically Competitive Submission: Any Submission that ranks at or better than the Best Cost Threshold and otherwise conforms to the requirements of this 2023 RFP.

Economically Non-Competitive Submission: Any Submission that conforms to the requirements of this 2023 RFP but ranks worse than the Best Cost Threshold.

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

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

Electrical Products: All electrical products produced by or related to the Facility, including spinning reserves, operating reserves, balancing energy, regulation service, ramping capability, reactive power, voltage control, frequency control, and other ancillary or essential reliability service products. Electrical Products also include any benefit GPC otherwise would have realized from or related to the Facility if GPC, rather than Seller, 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 Effective Date or at any time during the PPA Term or Facility Design Life, as applicable, will belong to GPC, at no additional cost to GPC. For the avoidance of doubt, Electrical Products do not include: (i) 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; (ii) any grant in lieu of investment tax credit or any similar financial payment or grant with respect to the Facility or the metered electric Energy output of the Facility; or (iii) the metered electric Energy produced by the Facility.

Eligible Collateral: As defined in an Awarded Contract and will consist of one or more of the following, as applicable: (i) cash deposited into a Security Account or as otherwise deposited with GPC as Parties may agree; (ii) a Letter of Credit; or (iii) a Guaranty.

Energy: The energy portion of the Renewable Energy delivered by the Facility to the Point of Delivery, which does not include Environmental Attributes or Electrical Products 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 Bidder must submit to GPC by the due date noted in the Solicitation Schedule (after the Bid advances to the Competitive Tier) to confirm that Bidder, the proposed Site, and the ICF Site, if applicable, are in compliance with the environmental standards required by applicable law and this 2023 RFP.

Environmental Attributes: Either: (i) all fuel-related, emissions-related, air quality-related or other environmental-related aspects, claims, characteristics, benefits, credits, including RECs, reductions, offsets, savings, allowances, efficiencies, certificates, tags, attributes, demand reductions, or similar products or rights (including all of those relating to greenhouse gases and all green certificates, green tags, renewable certificates, and RECs, CO2 credits, and emission reduction credits, and all those that otherwise arise or result from the generation of Energy from the Facility, and all those arising or resulting from the existence of the Facility): (a) howsoever titled and whether known or unknown; (b) whether existing as of the Effective Date or at any time during the PPA Term or Facility Design Life, as applicable; and (c) whether the Environmental Attributes have been certified or verified under any renewable standard, including all those that could qualify or do 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, or other environmental program, incentive mandate, or objective, in each case whether voluntary or mandatory; or (ii) all environmental benefits GPC otherwise would have realized from or related to the Facility if GPC, rather than Seller, had constructed, owned or operated the Facility, as applicable. Environmental Attributes do not include: (i) 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 (ii) any grant in lieu of investment tax credit, or any similar financial payment or grant with respect to the Facility.

Environmental Compliance Affidavit: A notarized affidavit, the form of which is found in **Exhibit D** (*Environmental Compliance Affidavit*), confirming that Bidder: (i) understands its obligation to comply with all legal environmental standards and requirements respecting the Site; (ii) agrees to conduct further due diligence in consideration of the factors presented in **Exhibit C** (*Environmental Site Assessment Requirements*) if the Bid advances to the Competitive Tier; and (iii) will avoid, minimize, mitigate, and as appropriate, permit and obtain any required regulatory authorization for any environmental impact, as required under applicable federal, state, or local law: (a) throughout the PPA Term; (b) until Closing under an APA; or (c) until completion of Seller's obligations under a BTA.

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

Escalating Pricing: Monthly Renewable Energy Payments under the pro forma PPA, that escalate each Annual Period.

ET or **Eastern Time**: 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).

Evaluation Team: The team preparing this 2023 RFP and evaluating Submissions in this 2023 RFP. The Evaluation Team comprises the Primary Evaluation Team and Specialized Technical Support Personnel.

Existing Facility: A Facility that is a Utility Scale Renewable Resource that (i) is in service prior to execution of an Awarded Contract; and (ii) is not subject to any existing firm offtake arrangement (x) at Closing, with respect to an APA, or (y) as of PPA Effective Date, with respect to a PPA.

Facility: The renewable electric generating plant as described in the Submission and that is, or is proposed to be, located on the Site, including any Storage Device, that: (i) would be owned by Seller and described in Exhibit F (*Facility Description and Site*) of Bidder's markup of a pro forma PPA; or (ii) would be sold by Seller to GPC and described in Section 3.12.1 (*Real Property*) of Bidders markup of the pro forma APA, or Schedule 1.1(a) (*Project Site*) of Bidder's markup of the pro forma BTA, as applicable. The Facility includes all primary and auxiliary equipment and facilities installed at the Site necessary or used for the production, control, delivery, monitoring, or storage of Energy, or for the extraction or collection of fuel, if applicable. All equipment and facilities installed on Seller's side of the POI are considered a part of the Facility except for those that constitute Interconnection Facilities.

Facility Design Life: The useful life of a Build Transfer Facility or the remaining useful life of an Existing Facility, in each case as of Closing under an APA or BTA, as applicable.

FASB: The Financial Accounting Standards Board.

FERC: The Federal Energy Regulatory Commission or any Governmental Authority succeeding to the powers and functions thereof.

FERC Order 2023: Order No. 2023, "Improvements to Generator Interconnection Procedures and Agreements", adopted by FERC on September 6, 2023.

Finance Lease: As defined in the ASC Topic 842, Leases, as issued and modified from time to time by FASB.

Firm Hourly Energy Amount: The firm amount of Energy that Seller will deliver from a CFE-ATC Resource to the Point of Delivery, as further described in **Exhibit K-3** (*Pro Forma CFE-ATC PPA*).

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

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.

Generating Capacity: The generating capacity of the Facility, including any Storage Device, as specified by Bidder.

Generating Capacity of Renewable Resource: The generating capacity of the Renewable Resource on its own, without the Storage Device, and which must be no less than 6 MW.

Georgia DNR: The Georgia Department of Natural Resources, or any Governmental Authority succeeding to the powers and functions of the Georgia DNR.

Georgia ITS: The Georgia Integrated Transmission System, which is owned individually by GPC, GTC, MEAG Power, or Dalton and operated as an integrated transmission system for transmitting, receiving, or distributing electric energy or capacity.

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

GPC: Georgia Power Company, a Georgia corporation, which is a subsidiary of Southern Company and any successor or permitted assign.

GPC Contractor: A Person providing engineering, procurement, or construction services selected by the Company-Owned Proposal Team to assist with a Company-Owned Proposal submitted in this 2023 RFP.

GSU: Generator step-up transformer for converting the Facility voltage level up to the interconnecting voltage level.

GTC: Georgia Transmission Corporation, a participant in the Georgia ITS.

Guarantor: A Person who, at the time of execution and delivery of its Guaranty: (i) is Creditworthy; (ii) is an Affiliate of Seller; (iii) derives direct or indirect benefit from the transactions contemplated by the Awarded Contract; and (iv) is otherwise acceptable to GPC in GPC's sole discretion.

Guaranty: A guaranty provided by guarantor that is substantially in the form of (i) Exhibit C (*Form of Guaranty*) of the pro forma PPAs; (ii) Exhibit B (*Seller Guaranty*) of the pro forma APA; or (iii) Exhibit G-1 (*Form of Parent Guaranty*) of the pro forma BTA, as applicable.

IA: See *Interconnection Agreement*.

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

IE: See *Independent Evaluator*.

IE Website: https://gpccares23.accionpower.com through which all communications between bidders and GPC will be conducted on a confidential message board.

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

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

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

Interconnection Limit: The maximum output amount of Energy allowed by the Interconnection Agreement.

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

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

ITS Participant: GTC, MEAG Power, or Dalton. For purposes of this 2023 RFP, GPC is not considered an ITS Participant.

kW: Kilowatt AC.

Letter of Credit: An irrevocable standby letter of credit that is: (i) substantially in the form set forth in Exhibit B (*Form of Standby Letter of Credit*) of the applicable pro forma PPA, Exhibit A (*Form of Standby Letter of Credit*) of the pro forma APA, or Exhibit G-2 (*Form of Letter of Credit*) in the pro forma BTA, as applicable; (ii) issued by a U.S. commercial bank or a U.S. branch of a foreign bank with total assets of at least 10 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: Monthly Renewable Energy Payments under the pro forma PPAs that remain level throughout the entire PPA Term.

MEAG Power: Municipal Electric Authority of Georgia, a participant in the Georgia ITS.

Mississippi Power: Mississippi Power Company, a regulated electric utility GPC Affiliate that is also a subsidiary of Southern Company.

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

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

MWh: Megawatt-hour AC.

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

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

Performance Security: Eligible Collateral delivered to GPC by Seller to secure Seller's performance under the Awarded Contract.

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

Point of Delivery or **POD**: Either: (i) the POI, if the Facility is interconnecting to the STT, or (ii) the Southern Transmission Interface identified in the Bid Form, if the Facility is interconnecting to an Electric System outside the SBAA.

Point of Interconnection or **POI**: The point at which the Facility is interconnected to the Electric System, as defined in the Interconnection Agreement.

PPA: Power purchase agreement to be entered into by GPC and a Winning Bidder (or other Person identified as PPA counterparty as permitted by this 2023 RFP), in the form of a pro forma PPA attached as part of **Exhibit K** (*Pro Forma PPAs*) to this 2023 RFP.

PPA Term: The duration of the PPA proposed by Bidder in its Bid that (i) with respect to a Bid for a PPA in the form attached as **Exhibit K-1** (*Pro Forma Energy Only PPA*), or **Exhibit K-3** (*Pro Forma CFE-ATC PPA*), could be for a duration of 15, 20, 25, or 30 Annual Periods, or (ii) with respect to a Bid for a PPA in the form attached as **Exhibit K-2** (*Pro Forma Energy with Storage PPA*), could be for a duration of 15, 20, or 25 Annual Periods.

Primary Beneficiary: As defined in 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 2023 RFP, evaluate all Submissions, and have access to all 2023 RFP data, including pricing.

Profile: The Facility's hourly output (MW AC; 8760 hours (or 8784 hours for leap years) per Annual Period) in Eastern Time and unadjusted for Daylight Savings Time over the entire PPA Term or Facility Design Life, as applicable, and (i) at the high side of the GSU for a Facility interconnecting to the STT; or (ii) delivered to the Southern Transmission Interface for a Facility interconnecting to an Electric System outside the SBAA. The 8760 values must be chronological hours beginning with the hour ending 1 a.m. ET, on the first Day of the proposed initial Annual Period. The 8760 hours (or 8784 hours for leap years) for each Annual Period must reflect the output of the Facility and must include the estimated degradation of the output over each Annual Period.

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.

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 Awarded Contract.

Rating Agency: The rating entities of S&P, Moody's, or Fitch. If any Rating Agency ceases to exist or publish ratings, the Rating Agency will be replaced under the Awarded Contract with a nationally recognized rating agency mutually agreed upon by the Parties.

RCB Framework: The comprehensive framework for determining an objective assessment of the costs and benefits of renewable resources on the Southern Company Electric System to be used by GPC for purposes of future program design, resource evaluations, and payment calculations, as set forth in the 2022 IRP Final Order.

RCD: See *Required Closing Date.*

RCOD: See *Required Commercial Operation Date.*

RECs: See *Renewable Energy Credits*.

Recommended Best Practices: Those "Recommended Practices" recommended by the Georgia DNR, as made available at https://georgiawildlife.com/sites/default/files/wrd/pdf/GA%20Recommended%20Practices%20for%20Solar-%20Fall%202023%20-%20V1.0.pdf.

Release List: The list of Submissions released from this 2023 RFP because they were determined to be Deficient Submissions or otherwise did not advance to or beyond the Competitive Tier.

Renewable Energy: The Energy and all associated Environmental Attributes and Electrical Products produced by the Facility.

Renewable Energy Credits or **RECs**: All 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 Awarded Contract execution date or any time during the PPA Term or Facility Design Life, as applicable.

Renewable Resource: For a Submission without a Storage Device, that portion of the Facility comprised of equipment utilizing one or more of the following types of sustainable, or renewable fuels: (i) solar photovoltaic (fixed or tracking); (ii) solar thermal; (iii) wind; (iv) geothermal (natural or enhanced); (v) biomass or biogas; (vi) hydro; or (vii) other renewable fuel or technology as determined by GPC in its sole and absolute discretion. For a Submission with a Storage Device, the portion of the Facility excluding the Storage Device.

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

Required BMPs: Those "Best Management Practices" required by a Governmental Authority.

Required Closing Date or **RCD**: The date stated in the APA or BTA, as applicable, as the date by which Closing must occur.

Required Commercial Operation Date or **RCOD**: The date by which the Facility must obtain Commercial Operation, stated in the PPA.

Reserve List: The list of Submissions not included on either the Short List or the Release List that remain under evaluation and have the potential of either being: (i) advanced to the Short List, if a Short List Bidder withdraws or is unable to proceed to execution of an Awarded Contract; or (ii) considered for the CARES ED Program.

RFP: Request for Proposals and meaning either the 2023 RFP or the 2025 RFP, as applicable; **RFPs** include both the 2023 RFP and the 2025 RFP, together.

RFP Documents: The main body of this document setting forth the rules and requirements of this 2023 RFP, together with all exhibits and incorporated documents.

RFP Process: As defined in the RFP Rule.

RFP Rule: Commission Rule 55-3-4-.04(3).

Round-Trip Efficiency or **RTE** or **Storage Cycle Efficiency**: The energy loss factors, expressed as a percent, from storing and recovering Energy into and out of the Storage Device. RTE includes the correct reference MWh to which loss factors are applied, as appropriate, and also breaks down the losses for the into, and out of, storage loss components, as needed.

RTE: See *Round-Trip Efficiency*.

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.

SBAA: See *Southern Balancing Authority Area*.

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

Security Account: An account designated by GPC for the benefit of GPC, under the exclusive control of GPC, and free 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 Seller and held by a depositary bank acceptable to GPC under a control agreement in form and substance acceptable to GPC.

Seller: A Winning Bidder who has executed a PPA, APA, or BTA, as applicable, with GPC.

Sensitive Environmental Features: Occupied habitat for Species of Special Concern, and unique habitats of conservation concern including, but not limited to, wetlands, streams, springs, caves, sandhills, rock outcrops, and longleaf pine communities as recognized by resource conservation agencies.

Short List: The list of Submissions that advance for final evaluation and potential Awarded Contract execution.

Site: The physical location (i.e., real property) where the Facility is or will be located, as described in the Submission.

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

Site Control Affidavit: The notarized affidavit in the form found in **Exhibit E** (*Form Site Control Affidavit*) that affirms that Bidder has obtained Site Control for the PPA Term or the Facility Design Life, as applicable.

Solicitation Schedule: The schedule for this 2023 RFP set forth on the IE Website and as provided in Section 1.1.1 (*Solicitation Schedule*), as revised in accordance with 2023 RFP terms and conditions, if applicable.

Southern Balancing Authority Area or **SBAA:** The NERC- and SERC- recognized balancing authority area that includes the Southern Company Transmission System.

Southern Companies: Collectively, the regulated electric operating companies of Southern Company (i.e., Alabama Power, GPC, and Mississippi Power).

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

Southern Company Transmission System: The transmission system consisting of transmission facilities (>40 kV) owned by the Southern Companies, as the system may be modified or expanded from time to time, as well as any successor transmission system. For the avoidance of doubt, the Southern Company Transmission System does not include the Georgia ITS facilities owned by the ITS Participants.

Southern OATT: Southern Company's Open Access Transmission Tariff.

Southern Transmission Interface: A transmission interface between the Southern Company Transmission System and another Electric System outside the SBAA.

Southern Transmission Territory or **STT**: Depending on usage, either: (i) the Southern Company Transmission System and the Georgia ITS; or (ii) the geographic area that would allow interconnection to either the Southern Company Transmission System or the Georgia ITS.

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 this 2023 RFP or to support a discrete function of the RFP Process; or (ii) as a member of the COP Team to support a discrete aspect of the development of a COP. Specialized Technical Support Personnel do not have access to pricing data from any Bid.

Species of Special Concern: Any species of plant or animal identified by a state or federal natural resource management agency as being in need of elevated conservation attention through legal protection, such as the federal Endangered Species Act *(*e.g., "Endangered," "Threatened," or "Candidate") or state-protected species legislation, or inclusion on a priority list within a state wildlife action plan or similar document that serves as the blueprints for conserving our nation's fish and wildlife and preventing endangered species.

Staff: Staff members of the Commission involved in this 2023 RFP.

Station Service: Energy that is used to serve the electrical requirements of the Facility and includes transformer losses and line losses between the Facility and the Electric System. For a Storage Device, Station Service includes all energy required to operate and maintain the Storage Device (i.e., HVAC). For the avoidance of doubt, the energy used to charge and discharge the Storage Device is not included within Station Service.

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

Storage Cycle Efficiency: See *Round-Trip Efficiency.*

Storage Device: An Energy storage device (e.g., a battery) that connects to the same POI as the Renewable Resource and that captures Energy produced by the Renewable Resource, or from the Electric System (in the case of CFE-ATC Resources), at one time for delivery to the Point of Delivery at a later time.

Storage Device Design Capacity: The amount of instantaneous Energy, in MW, that the Storage Device is designed to discharge under normal operation, as identified in Exhibit F (*Facility Description and Site*) of **Exhibit K-2** (*Pro Forma Energy with Storage Power Purchase Agreement*).

Storage Device Discharge Duration: The number of whole hours that the Storage Device is designed to discharge at its Storage Device Design Capacity with the Storage Device starting discharge in its fully-charged condition, as identified in Exhibit F (*Facility Description and Site*) of **Exhibit K-2** (*Pro Forma Energy with Storage Power Purchase Agreement*).

Storage Device Operating Energy: The amount of Energy, in MWh, that can be discharged from the Storage Device under normal operation, as identified in Exhibit F (*Facility Description and Site*) of **Exhibit K-2** (*Pro Forma Energy with Storage Power Purchase Agreement*), which is the product of the Storage Device Design Capacity and the Storage Device Discharge Duration.

Storage Device (non-CFE-ATC) Requirements: A Storage Device that: (i) is coupled to a Renewable Resource; (ii) has a Storage Device Design Capacity of no less than 50% of the Generating Capacity of Renewable Resource; (iii) is designed to be capable of discharging Energy at its Storage Device Design Capacity continuously over at least two hours; (iv) will maintain its Storage Device Design Capacity and its capability to store and discharge the Storage Device Operating Energy over the entirety of the PPA Term; and (v) will be charged by the Renewable Resource only and not by the Electric System.

STT: See *Southern Transmission Territory.*

Submission: A Bid or Company-Owned Proposal, as applicable. "**Submissions**" refers collectively to Bids and Company-Owned Proposals.

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

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

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

Transmission Service Request or **TSR**: A request for Firm Transmission Service.

Upgrade Security: A Letter of Credit provided by Seller if GPC determined that Electric System improvement costs beyond the POI are necessary to deliver the full output of the Facility to GPC's customers, upon which security GPC may draw in the event of Awarded Contract termination before Commercial Operation or Closing, as applicable.

Utility Scale Renewable Resource: A Facility producing at least 6 MWs of Energy from a Renewable Resource.

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

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

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

Winning Bidder: Each Bidder that is offered a PPA, APA, or BTA to execute with GPC. A Winning Bidder will be identified as "Seller" in the Awarded Contract.

Rules of Construction.

In this 2023 RFP: (i) whenever the term "**include**," "**including**" or "**e.g.**" or "**i.e.**" 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 permitted 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.

CARES 2023 Utility Scale Request for Proposals for Renewable Generation

Georgia Power Company issues this 2023 RFP to continue the expansion of renewable development for the benefit of GPC's customers. The cornerstone of this 2023 RFP is the Clean and Renewable Energy Subscription ("**CARES**") program through which GPC will offer subscriptions to renewable energy to commercial and industrial customers. Within the CARES program, GPC will also offer a program specifically designed for customers seeking around the clock carbon free energy from carbon free resources ("**CFE-ATC**") that leverage renewable resources with battery storage systems.

Through the leadership of the Commission, GPC has advanced the development of renewable resources in the state of Georgia and has continued to grow one of the largest voluntary renewable procurement programs in the country. 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 its 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 approximately 2,100 MWs of Utility Scale Renewable Resources, including energy from up to 650 MWs of CFE-ATC Resources. GPC also plans to roll forward 1,250 MW left unfilled from previous utility scale procurements for a total target of 3,350 MW to be procured. GPC will issue at least two requests for proposals to meet these requirements.

This 2023 RFP seeks to procure Renewable Energy from approximately 2,875 MWs of Utility Scale Renewable Resources, with anticipated in-service dates of 2026, 2027, or 2028, including up to 650 MWs of Renewable Energy from CFE-ATC Resources. The second request for proposals, the 2025 RFP, is expected to be issued in 2025 to procure the balance of the target for Utility Scale Renewable Resources. In addition to the Renewable Energy under this 2023 RFP and the 2025 RFP, GPC may procure additional Utility Scale Renewable Resources, that are not CFE-ATC Resources, for the CARES ED Program.

PART 1. RFP SCHEDULE AND FRAMEWORK

1.1. RFP Solicitation Schedule

1.1.1. Solicitation Schedule. The Solicitation Schedule below outlines the activities to be conducted for this CARES 2023 US RFP. After consultation with the IE and Staff, GPC reserves the right to revise the Solicitation Schedule, as necessary, and will post any updated Solicitation Schedule on the IE Website. The most current Solicitation Schedule will always be maintained on the IE Website throughout the solicitation and supersedes the schedule below.

CARES 2023 US RFP Solicitation Schedule[1]		
	Activity	**Due Date**
1	Draft RFP Documents posted to IE Website; Comment Period Opened Regarding Draft RFP Documents	Thursday, October 5, 2023
2	Bidders' Conference (Webinar) Including Transmission, Interconnection, and Environmental instructions	Wednesday, October 11, 2023
3	Final Comments Regarding RFP Documents Due; Comment Period Closed	Thursday, November 2, 2023
4	Deadline to Submit "other renewable fuel or technology"	Monday, November 3, 2023
5	Revised RFP Documents posted to IE Website	Friday, December 1, 2023
6	Final RFP Documents Filed for Commission Approval	Friday, December 1, 2023
7	Anticipated Commission Decision on RFP Documents	Tuesday, December 19, 2023
8	RFP Released via IE Website	Friday, December 22, 2023
9	Deadline for submission of intentions to submit Existing Facilities or Build Transfer Facilities	Thursday, December 28, 2023
10	Company-Owned Proposals Deadline	Wednesday, January 17, 2023, electronically submitted by 12:00 PM ET
11	Bid Period Open Date	Thursday, January 18, 2023
12	Affiliate Bid Due Date	Friday, February 9, 2024, electronically submitted by 12:00 PM ET
13	Bid and Bid Fee Due Date	Monday, February 12, 2024, electronically submitted by 12:00 PM ET
14	Competitive Tier Identified; Non-Competitive Bids Released	Thursday, March 28, 2024
15	Interconnection to Southern Company Transmission System Request Submittal Deadline	Thursday, April 4, 2024
16	Bid Security Due Date[2]	Thursday, April 18, 2024
17	Environmental Assurance Package Due	Tuesday, May 28, 2024
18	Short List and Reserve List Determination and Notification	Tuesday, October 22, 2024
19	Finalize and Execute Awarded Contracts; Upgrade Security Due	Tuesday, December 3, 2024

[1] The dates in this 2023 RFP Solicitation Schedule are tentative and subject to change from time to time as provided in Section 1.1.1 (*Solicitation Schedule*) above.

[2] Draft (unissued) Surety Bonds and Letters of Credit for Bid Security must be submitted for review and approval by the Evaluation Team at least 10 Business Days prior to this deadline. See Section 8.7.1 (*Draft Bid Security*).

CARES 2023 US RFP Solicitation Schedule[1]		
	Activity	**Due Date**
20	File Executed Awarded Contracts and selected Company-Owned Proposals, for Certification with the Commission	Wednesday, December 4, 2024
21	Unsuccessful Bids remaining on Reserve List placed onto Release List or moved into procurement for CARES ED Program	Thursday, December 5, 2024
22	Tentative Certification Order by Commission[3]	Thursday, February 27, 2025
23	Required Closing Date of BTA for Facilities for 2026	No later than Monday, August 31, 2026
24	Required Commercial Operation Date for PPAs and Required Closing Date for APAs for Facilities for 2026, and target commercial operation date for COPs for 2026	No later than Monday, November 30, 2026
25	Required Closing Date of BTA for Facilities for 2027	No later than Tuesday, August 31, 2027
26	Required Commercial Operation Date for PPAs for 2027 and target commercial operation date for COPs for 2027	No later than Tuesday, November 30, 2027
27	Required Closing Date of BTA for Facilities for 2028	No later than Thursday, August 31, 2028
28	Required Commercial Operation Date for PPAs for 2028 and target commercial operation date for COPs for 2028	No later than Thursday, November 30, 2028

1.1.2. Company-Owned Proposal Submission Deadline. Commission Rule 515-3-4-.04(3) allows GPC to submit Company-Owned Proposals in this 2023 RFP. 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.

1.2. Independent Evaluator.

1.2.1. Purpose and Role of IE. GPC is utilizing an IE to oversee this 2023 RFP and to serve as the point of contact for all Participants. As provided in the Commission 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. Commission 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 2023 RFP and evaluation of Submissions.

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 Persons. Any Participant or interested

[3] Determined by the Commission's Procedural and Scheduling Order, which is the order issued by the Commission setting the schedule to consider Certification of Awarded Contracts and selected Company-Owned Proposals.

Person may only communicate with GPC, the IE, or Staff through the IE Website. If any Participant or interested Person directs questions regarding any RFP information to Staff or GPC, Staff, or GPC, as applicable, will direct the Participant or interested Person to the IE Website to ensure all communications are documented and treated consistently, fairly, and transparently. If a Participant attempts to make contact outside the process described in this 2023 RFP, the Participant will be directed to the IE Website for all information and communication, and will be reported to the IE for a violation of this 2023 RFP requirement. Repeated violation of this requirement may result in the Bidder being prohibited from participating and all Bids from the Bidder being disqualified.

1.3. Standards of Conduct.

1.3.1. Standards of Conduct Regarding Affiliate Bids. A GPC Affiliate may submit Bids in response to this 2023 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. 45084, and on the "Documents" page of the IE Website. Each Participant is encouraged to review these lists. Except when communication is facilitated by Staff and monitored by the IE, each Participant is prohibited from discussing this 2023 RFP and any related documents with the Evaluation Team. GPC has implemented specific controls to ensure RFP-related information is confined to the appropriate team. Additionally, before receipt of Bids, GPC, Staff, and the IE will implement procedural steps to ensure that all Bids from Affiliate Bid Teams and from non-Affiliates are evaluated using a common methodology applied in a manner that ensures that any Affiliate Bid Team Bid does not receive any advantage in the evaluation. In all instances, an Affiliate Bid Team will be treated as a third-party Participant.

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 2023 RFP for Facilities that would be owned and operated by GPC. GPC must submit any Company-Owned Proposal directly to the IE, by the date shown in the Solicitation Schedule. Company-Owned Proposals may include partnership arrangements or agreements between GPC and third parties or contractors that may collaborate to submit a joint proposal.

A. GPC Contractors. To ensure fairness to all Participants, the Company-Owned Proposal Team will not share with a GPC Contractor, or potential GPC Contractor, any non-public GPC information about the RFP Process. No GPC Contractor or GPC Contractor Affiliate is allowed to submit a Bid in this 2023 RFP for the same Facility submitted in any Company-Owned Proposal.

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 Staff and necessary for evaluation of a Company-Owned Proposal. In addition to the requirements of Commission Rule 515-3-4-.04(3)(d) establishing standards of conduct regarding any Evaluation Team member and any Affiliate Bid Team member, 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 would unfairly influence the design or evaluation processes for this 2023 RFP.

C. Company-Owned Proposal Team and Specialized Technical Support Personnel. The Company-Owned Proposal Team will develop any Company-Owned Proposal 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 2023 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 allowed to evaluate or determine the economic benefit of the Submissions submitted for consideration in this 2023 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 lists will separately identify any Specialized Technical Support Personnel who serve on both teams.

Participants are advised that some GPC or SCS personnel with expertise in asset acquisitions and initially involved in the development of a Company-Owned Proposal may, upon receipt of consent from IE and Staff, be added to the Evaluation Team after the Bid Due Date to assist GPC with validating assumptions and characteristics of an APA Bid or a BTA Bid. These experts would consist of technical experts, land specialists, and environmental specialists and would have no access to the evaluation model or any APA or BTA evaluation data, other than the information provided simultaneously to all Participants through this 2023 RFP. Further, any personnel added to the Evaluation Team for due diligence review of APA or BTA Bids will not have access to any Bid information related to PPA Bids submitted in this 2023 RFP. The IE and Staff will monitor the APA and BTA Bid evaluation process to ensure all Submissions are evaluated in accordance with the standards set forth in this 2023 RFP, and GPC will utilize a confidential folder on the IE Website to host the exchange of communications and technical data between the Primary Evaluation Team members and GPC or SCS personnel conducting APA or BTA due diligence.

D. **Role of IE in Company-Owned Proposals.** The Evaluation Team and Company-Owned Proposal Team are only permitted to communicate when necessary to ensure efficient administration of this 2023 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 and Staff about the nature and scope of the communication and request that the IE and Staff facilitate the communication. Any change to be made to this 2023 RFP or the RFP Process because of any discussion will be reviewed in advance by the IE and Staff and then made known to all Participants in a timely and transparent fashion. This same process will be employed if it becomes necessary for communications with any Bidder other than through the IE Website.

1.4. Development of this 2023 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 the 2023 RFP Documents with the consultation and input of Staff 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 Person desiring to submit written comments on any aspect of this 2023 RFP must do so through the IE Website. If any Bidder or interested Person 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 Persons.

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 Person the opportunity to ask questions concerning this 2023 RFP Process or the draft RFP Documents to GPC, Staff, and the IE. Any Participant or interested Person 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 Process, 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 only 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 Person. After the Commission approves this 2023 RFP, 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 under Docket No. 45084 and the IE Website. Once approved, all concepts and material terms of the RFP, the pro forma PPA, the pro forma APA, and the pro forma BTA are non-negotiable. Each Bid must conform in all material respects to the provisions of the Commission-approved RFP and each Bidder must thoroughly review, be familiar with, and agree to the terms and conditions of the applicable Commission-approved pro forma PPA, APA, or BTA, which will be posted on the IE Website and the Commission's website under Docket No. 45084.

PART 2. RENEWABLE ENERGY PRODUCTS SOUGHT; FACILITY OWNERSHIP STRUCTURES; AND TYPES OF FACILITIES

2.1. Renewable Energy Products Sought in this 2023 RFP.

2.1.1. Renewable Energy from Utility Scale Renewable Resources (other than CFE-ATC Resources). GPC seeks to procure Renewable Energy from Utility Scale Renewable Resources that are not CFE-ATC Resources. Utility Scale Renewable Resources may include a Storage Device. The procurement of Renewable Energy from Utility Scale Renewable Resources under this Section 2.1.1 (*Renewable Energy from Utility Scale Renewable Resources*) constitutes a separate and distinct procurement from that set forth in Section 2.1.2 (*Renewable Energy from CFE-ATC Resources*).

2.1.2. Renewable Energy from CFE-ATC Resources. GPC seeks to procure around the clock carbon free Renewable Energy from CFE-ATC Resources. After receiving all Bids for CFE-ATC Resources, GPC will establish a price that it can offer to CFE-ATC Applicants for a subscription in the CFE-ATC Program. If a CFE-ATC Applicant agrees to the established pricing and executes a CFE-ATC Customer Agreement, GPC will proceed with reviewing the Bidder's Bid as part of the Competitive Tier for advancement to the Short List. If no CFE-ATC Applicant executes a CFE-ATC Customer Agreement, then Bids for CFE-ATC Resources will be placed on the Release List. However, CFE-ATC Bids placed on the Release List will not affect GPC's evaluation of any Alternative Bid or Additional Bid submitted by Bidder under Section 6.3.2 (*CFE-ATC Resource Bids*). The procurement of Renewable Energy from CFE-ATC Resources under this Section 2.1.2 (*Renewable Energy from CFE-ATC Resources*) constitutes a separate and distinct procurement from that set forth in Section 2.1.1 (*Renewable Energy from Utility Scale Renewable Resources*).

2.1.3. Other Renewable Fuel or Technology. If Bidder desires to submit a Bid that is comprised of equipment utilizing one or more types of sustainable, perpetual, or renewable fuels referred to as "other renewable fuel or technology" in sub-clause (vii) of the definition of Renewable Resource, Bidder must contact the IE through the IE Website no later than the date set forth in the Solicitation Schedule. Bidder will be asked to provide information to the IE regarding the suggested "other" renewable fuel or technology. The IE will research and review Bidder's proposed renewable fuel or technology and discuss findings with Staff and the Evaluation Team. Thereafter, the IE will advise Bidder whether its Bid utilizing an "other" renewable fuel or technology will be accepted as a Bid that meets the requirements of this 2023 RFP.

2.2. Facility Ownership Structures That May Be Bid into This 2023 RFP. As further summarized in **Exhibit N** (*Summary of Ownership, Types of Facilities, and Awarded Contracts*), Bidders may submit Bids proposing one of two Facility ownership structures:

2.2.1. Seller Owned Facilities. GPC will accept Bids for Facilities comprising Utility Scale Renewable Resources (including CFE-ATC Resources) where Bidder will maintain ownership of the Facility. The Awarded Contract that a Winning Bidder would execute with GPC would be a PPA where GPC would have exclusive rights to all of the Renewable Energy produced by the Facility. A Bid for a PPA may be for: (i) a single, unique Facility comprised of a single Renewable Resource; (ii) a Facility that combines resource options into a single unique Facility (e.g., a wind and solar combination); but each Renewable Resource must individually meet the size requirements set forth in the definition of Generating Capacity of Renewable Resource; (iii) Facilities that are either mutually exclusive or contingent upon one another; (iv) a Facility comprised of a Utility Scale Renewable Resource without a Storage Device; or (v) a Facility comprised of a Utility Scale Renewable Resource with a Storage Device so long as it is capable of meeting the Storage Device (non-CFE-ATC) Requirements, or in the case of a Bid for a Facility comprising a CFE-ATC Resource, capable of meeting the CFE-ATC Requirements; or

2.2.2. GPC Owned Facilities. GPC will accept Bids for Facilities comprising Utility Scale Renewable Resources that are not CFE-ATC Resources where Bidder proposes transfer of Facility ownership to GPC. The Awarded Contract that a Winning Bidder would execute with GPC would be an APA or a BTA. Any Bidder desiring to submit a Bid for an APA or a BTA, must inform the IE of this election by no later than the date set forth in the Solicitation Schedule. Bidder will be asked to provide to the IE information regarding its proposed Bid. The IE will research and review the potential Bid and discuss findings with Staff and the Evaluation Team, as applicable. Thereafter, the IE will advise Bidder whether or not it may submit a Bid for an APA or a BTA based on the information submitted to the IE. Additional information regarding APA and BTA Facility Bids, including the form of submission of an indication of interest in submitting an APA or BTA Facility Bid, is available on the IE Website.

2.3. Bids for Existing Facilities or New Facilities. As further summarized in the table in **Exhibit N** (*Summary of Ownership, Types of Facilities, and Awarded Contracts*), Bidders may submit Bids for both Existing Facilities and for Facilities that have not yet been constructed. The Awarded Contract for:

i. an Existing Facility would be in the form of either **Exhibit L** (*Pro Forma APA*) or **Exhibit K-1** (*Pro forma Energy Only PPA*), depending on whether GPC or Seller is the ultimate owner of the Existing Facility;

ii. a Facility that has not yet been constructed, but that meets the requirements of a Build Transfer Facility, would be in the form of **Exhibit M** (*Pro Forma BTA*); or

iii. a Facility that has not yet been constructed, but that would ultimately be owned by Seller, would be a PPA in the form of **Exhibit K-1** (*Pro Forma Energy Only PPA*), **Exhibit K-2** (*Pro Forma Energy with Storage PPA*), or **Exhibit K-3** (*Pro Forma CFE-ATC PPA*), depending on (a) whether the Facility includes a Storage Device; and (b) whether the Facility being proposed would be a CFE-ATC Resource.

2.4. Environmental Attributes and Electrical Products. Each Bid must include in the Bid price all Environmental Attributes and Electrical Products associated with the Energy throughout the PPA Term or Facility Design Life, as applicable. For Bids for PPAs, all those benefits and entitlements, in addition to electrical output that flows to the owner or operator of the Facility, must be bundled with the Energy and sold to GPC at no additional cost to GPC. The sections below provide further information regarding the meaning of "Environmental Attributes" in this 2023 RFP, all RFP Documents, the pro forma PPAs, the pro forma APA, and the pro forma BTA.

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

2.4.2. 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.

2.5. Augmentation for CFE-ATC Resources. Each Bid proposing a Facility as a CFE-ATC Resource must include in the Bid price all augmentation costs of both the Renewable Resource and the Storage Device to ensure the CFE-ATC Requirements are met for the duration of the PPA Term.

2.6. Remaining Capacity from CFE-ATC Resources. Any capacity remaining after the capacity from the procurement of Renewable Energy from CFE-ATC Resources has been allocated to GPC's customers under the CFE-ATC Customer Agreements will be allocated to customers in the Existing Load, New Load, and MUSH (as each of these terms are set forth in the 2022 IRP), portions of the CARES program. Any further capacity remaining but left unallocated will be used to serve all GPC retail customers. For example, if GPC procures only 500 MWs of CFE-ATC Resources, then the remaining 150 MWs would be allocated to customers in other portions of the CARES program.

PART 3. KEY PROJECT REQUIREMENTS

3.1. PPA Term, Facility Design Life, RCOD, and RCD.

3.1.1. PPA Term and Facility Design Life. GPC will consider Bids for: (i) PPAs in the form of **Exhibit K-1** (*Pro Forma Energy Only PPA*) or **Exhibit K-3** (*Pro Forma CFE-ATC PPA*) with a PPA Term of 15, 20, 25, or 30 Annual Periods, at Bidder's option; (ii) PPAs in the form of **Exhibit K-2** (*Pro Forma Energy with Storage PPA*) with a PPA Term of 15, 20, or 25 Annual Periods, at Bidder's option; (iii) APAs for Existing Facilities with a Facility Design Life of 15, 20, 25, or 30 Annual Periods; or (iv) BTAs for Build Transfer Facilities with a Facility Design Life of no fewer than 30 Annual Periods, at Bidder's option. Once a Bid has been submitted and following the Bid Due Date, Bidder will not be allowed to change the PPA Term length or the Facility Design Life, as applicable. For purposes of evaluation, GPC will evaluate the Bids pursuant to the methodology outlined in **Exhibit I** (*Overview of Bid Evaluation*).

3.1.2. RCOD and RCD. Pursuant to the 2022 IRP Final Order, GPC is seeking to procure Renewable Energy from Utility Scale Renewable Resources (including CFE-ATC Resources) designed to obtain in-service dates in 2026, 2027, and 2028. Each Bidder must indicate the RCOD

or RCD, as applicable, in its Bid. That date must be on or before the date set forth in the Solicitation Schedule. GPC may decline to enter into a PPA, APA, or BTA with any Bidder if, in the opinion of GPC in consultation with IE and Staff, the transmission facilities cannot be constructed in time to achieve Commercial Operation or Closing, as applicable, by the date set forth in the Solicitation Schedule. Bidders are to provide a Profile for each Bid that begins on the RCOD or the RCD (i.e., the first day of the first Annual Period) and may use the list of substations found in **Exhibit B** (*Interconnection and Delivery Requirements*) to produce a Profile. Bidders may consult the Southern Companies' Generator Interconnection Business Practices document posted on OASIS for information related to interconnection activity timeframes and limitations.

3.2. Facility Size and Output

3.2.1. Facility Size Parameters. GPC will accept Bids for Facilities where the Generating Capacity of the Renewable Resource is no less than 6 MWs and Bidders may not aggregate Renewable Resources to meet that minimum size requirement. However, a Bidder may combine Renewable Resources into a single unique Bid (e.g., a wind and solar combination) where: (i) the Renewable Resources are located on the same Site; (ii) the Renewable Resources have the same Point of Delivery; and (iii) the Generating Capacity of each Renewable Resource, individually, is at least 6 MW. In consultation with Staff and IE, GPC may request that Bidder resize the Facility so that GPC can obtain the best portfolio for its customers. At the time of Bid submission, Bidder must identify how much it would agree to reduce the size of the Facility without changing the Bid price. If GPC will only award a PPA, APA, or BTA, to a Bidder if the Facility is resized, and Bidder refuses to resize the Facility, the Bid will be placed on the Release List and the Bid Security will be returned to Bidder. For Facilities that do not include a Storage Device, Bidders should also indicate whether the Site is suitable for the addition of one or more energy storage system(s) in the future (with or without increasing the Facility's Interconnection Limit) and if so, how much space is available. In addition, Bidders should indicate whether they would consider entering into future discussions with GPC should GPC wish to explore the option of adding one or more energy storage system(s) to the Site leveraging the Facility's Point of Interconnection.

3.2.2. No Partial Output Bids. GPC will not accept a Bid that constitutes partial output from a Facility. A Bid must represent the full output of the Facility, which is the full capability of the Renewable Resource, combined with any Storage Device.

3.3. Location of Facilities

3.3.1. Facility Location.

A. GPC will accept Bids for Facilities located anywhere in the United States that are seeking PPAs in the form of either **Exhibit K-1** (*Pro Forma Energy Only Power Purchase Agreement*) or **Exhibit K-2** (*Pro Forma Energy with Storage PPA*), provided the Facility can deliver the Energy to GPC pursuant to one of the interconnection options set forth in **Exhibit B** (*Interconnection and Delivery Requirements*).

B. GPC will accept Bids for Facilities seeking a PPA in the form of **Exhibit K-3** (*Pro Forma CFE-ATC Power Purchase Agreement*) that interconnect to the STT and are located in the state of Georgia.

C. GPC will accept Bids for Facilities seeking an APA or a BTA that interconnect to the STT and are located in the state of Georgia.

3.3.2. List of Substations. Bidders may desire to review the list of substations included in **Exhibit B** (*Interconnection and Delivery Requirements*) to obtain additional information regarding certain Georgia ITS substations that may have interconnection capacity within the Southern Transmission Territory.

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

with one of the interconnection options identified in **Exhibit B** (*Interconnection and Delivery Requirements*).

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

3.6. Automatic Generation Control. Bidders must be familiar with, and all Bids for PPAs and BTAs must comply with the AGC Requirements. For Facilities subject to a PPA, the Facilities must comply with the AGC Requirements throughout the PPA Term.

3.7. Energy Storage

3.7.1. Storage Device. Any Bidder proposing a Facility that includes a Storage Device must provide in the Bid: (i) a description of the Storage Device; (ii) the Storage Device Design Capacity; (iii) the Storage Device Discharge Duration; (iv) the Storage Device Operating Energy; (v) the Maximum Storage Device ROC Rate (as defined in the pro forma PPA attached as **Exhibit K-2** (*Pro Forma Energy with Storage PPA*); (vi) the Cycle Limit of the Storage Device; (vii) the plan to maintain the Storage Device to ensure it performs as evaluated for the PPA Term or Facility Design Life, as applicable; (viii) the Facility's Profile with the Storage Device; (ix) the total maximum instantaneous Energy output of the Renewable Resource; (x) the total simultaneous maximum Energy output of the Renewable Resource and energy output of the Storage Device combined; and (xi) the corresponding Interconnection Limit.

3.7.2. Storage Requirements for Utility Scale Renewable Resources.

A. CFE-ATC Resource. Any Facility containing a Storage Device that is bid in as a CFE-ATC Resource must meet the CFE-ATC Requirements.

B. Non-CFE-ATC Resources. Any Facility containing a Storage Device that is not being bid in as a CFE-ATC Resource must meet the Storage Device (non-CFE-ATC) Requirements. The maximum output of Energy from such a Facility must be the lesser of: (i) the Interconnection Limit; and (ii) the Generating Capacity of Renewable Resource that Bidder includes in its Bid Form.

3.7.3. Storage Guidance. Any Bidder offering a Facility with a Storage Device must thoroughly review all storage guidance provided on the IE Website.

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

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

3.8.2. Environmental Assurances. Bidders should be familiar with environmental guidance documentation applicable to this 2023 RFP provided on the IE Website. If a Bid advances to the

Competitive Tier, it will undergo a comprehensive review to ensure Bidder complied with all environmental compliance requirements of the 2023 RFP. Further, Bidder must submit the specified Environmental Assurance documentation to GPC by the due date as noted in the Solicitation Schedule and as further discussed in Section 6.6.7 (*Environmental Compliance Affidavit*). If Bidder does not provide sufficient and acceptable supporting documentation in accordance with the requirements of **Exhibit C** (*Environmental Site Assessment Requirements*), that Bid may be removed from consideration in the Competitive Tier.

3.8.3. Compliance Affidavit. Any Bidder whose Bid advances to the Short List may also be required to execute and re-submit the affidavit found in **Exhibit D** (*Environmental Compliance Affidavit*) before GPC agrees to execute an Awarded Contract.

3.9. Reactive Power Requirements.

3.9.1. Renewable Resources with Storage Device. Each Facility comprising a Renewable Resource with a Storage Device must be capable of providing, and upon GPC's request Seller will cause the Facility to provide, reactive power support to GPC (i.e., to produce and absorb reactive power) to meet GPC's voltage schedule requirements specified in The Southern Company Bulk Power Operations Procedure BPO-01 at all real power levels (pushing and pulling), including at zero real power.

3.9.2. Renewable Resources without Storage Device. Each Facility that is a Renewable Resource without a Storage Device must be capable of providing, and upon GPC's request Seller will cause the Facility to provide, reactive power support to GPC (i.e., to produce and absorb reactive power) to meet GPC's voltage schedule requirements specified in The Southern Company Bulk Power Operations Procedure BPO-01 at all real power levels (pushing and pulling), including zero real power. For Facilities consisting of technologies other than inverter-based technology, these requirements will apply only when the Facility is producing real power. For Facilities with inverter-based technology, these requirements will apply at all times, regardless of whether the Facility is producing real power.

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

PART 4. PRICING, FEES, AND SECURITY

4.1. PPA and Bid Pricing

4.1.1. Levelized or Escalating Pricing. Pricing in the PPA may be a Levelized Price or an Escalating Price. Each Bid must specify Bidder's pricing election. GPC will consider a Bid proposing two pricing alternatives as one Bid, requiring only one Bid Fee.

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

4.1.3. Payment for Test Energy. For a new Facility, GPC will pay Seller for test energy delivered prior to the Facility's Commercial Operation Date. The test energy price is 90% of the Associated Interchange Energy Rate, which, as determined for each hour, is based on the variable dispatch cost of the incremental resources that serve the collective obligations of the Southern Companies.

This rate represents the marginal cost of energy to serve the firm obligations of the Southern Company Intercompany Interchange Contract Participants. Test energy will be paid in accordance with the provisions in the pro forma PPAs.

4.2. APA/BTA Pricing. Each Bidder will include in their markup of the pro forma APA or BTA, as applicable, a purchase price that must be an all-in price that GPC will pay for the purchase of the Facility.

4.3. Bid Fee. Each Bidder must submit with each Bid a non-refundable Bid Fee of $5,000, or $300/MW based on the Generating Capacity, whichever is greater. The first $1,000 of each Bid Fee, described in more detail below, will be used to defray a portion of the IE cost. The Bid Fee submitted by any Bidder will not be refunded (unless otherwise determined at the sole discretion of GPC) in the case of any modification or withdrawal of this 2023 RFP, rejection of any Bid, or failure to execute an Awarded Contract. The requirement to submit a Bid Fee does not apply to Company-Owned Proposals. A summary of the number of Bid Fees payable by a Bidder is provided in the table below.

Bid	Number of Bid Fees Payable
Bids for PPAs proposing Levelized Pricing and Escalating Pricing as pricing alternatives	1 Bid Fee would be payable
Bids for PPAs that are identical in all respects but offering different PPA Term lengths	1 Bid Fee would be payable.
A Bid for an individual Facility that is not a CFE-ATC Resource	1 Bid Fee for each such Bid would be payable.
A Bid for a CFE-ATC Resource and an Alternative Bid under Section 6.3.2.A (*Alternative Bids*)	1 Bid Fee would be payable. The Bid Fee would cover both the Bid for a CFE-ATC Resource and the Alternative Bid.
A Bid for a CFE-ATC Resource, an Alternative Bid, and an Additional Bid under Section 6.3.2.B (*Additional Bids*)	2 Bid Fees would be payable. 1 Bid Fee would cover the Bid for the CFE-ATC Resource and the Alternative Bid and 1 Bid Fee would cover the Additional Bid.

4.3.1. Example Bid Fee. Bid Fee = Total MW [Renewable Resource (peak AC output) + Storage Device (peak AC output)] * $300

4.3.2. Payment of Bid Fee. Bidder must electronically submit Bid Fees through the IE Website, either through wire transfer or automated clearing house (ACH). Except to the extent allowed under Section 6.3.2 (*CFE-ATC Resource Bids*), Bidders must submit a separate Bid Fee for each Bid and may not aggregate multiple Bid Fees for multiple projects. 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.

4.4. Bid Security

4.4.1. Bid Security Due Upon Advancement to Competitive Tier. Any Bidder whose Bid advances to the Competitive Tier must post security for its Bid by the Bid Security due date set

forth in the Solicitation Schedule. Further details regarding Bid Security are provided in Section 8.7 (*Bid Security Mechanics).* The requirement to post Bid Security does not apply to Company-Owned Proposals.

4.4.2. Amount of Bid Security. Bid Security must be in a stated amount equal to the product of 1% multiplied by: (i) for a PPA, the Total Projected Revenues (as defined in the applicable PPA); or (ii) for an APA or BTA, the Purchase Price (as defined in the applicable APA or BTA).

4.4.3. Form of Bid Security. Bid Security must be in the form of: (i) cash deposited into a Security Account; (ii) a Surety Bond issued by a Person having a general long-term senior unsecured debt rating of A minus or higher as rated by S&P, or A3 or higher as rated by Moody's, or A minus or higher as rated by Fitch, or a Person rated at least A- by AM Best, if rated by AM Best; or (iii) a Letter of Credit.

4.4.4. Bid Security for Mutually Exclusive Bids. For mutually exclusive Bids for the same Facility at the same Site, Bidder may post a single Bid Security for the Bid Security amount associated with the largest mutually exclusive Bid. If Bidder withdraws any of the mutually exclusive Bids, the Bid Security will be forfeited, in its entirety, as described in Section 8.7.3 (*Return of Bid Security*). Thereafter, Bidder must immediately post a replacement Bid Security, in the amount required for the next largest mutually exclusive Bid, for any remaining mutually exclusive Bids it desires GPC to continue to evaluate.

4.5. Winner's Fee. A portion of the IE cost is covered by the Winner's Fee assessed upon each winning Bid. The Winner's Fee will be determined once the final amount of Renewable Energy procured under this 2023 RFP and the total IE costs are known, after winning Bids have been selected. In no event will the total of the Winner's Fees exceed five hundred thousand dollars ($500,000). The Winner's Fee is calculated for each winning Bid as the pro rata share for any remaining IE cost not covered by the Bid Fees and is based upon Winning Bidder's total projected revenue (regardless of whether the revenue is determined on the basis of revenues over the PPA Term for a PPA or based upon the payment of a purchase price pursuant to an APA or BTA) compared to the total projected revenues for all winning Bids. The Winner's Fee must be paid by a Winning Bidder before GPC will execute the applicable Awarded Contract. If a Company-Owned Proposal advances to the Short List and is submitted to the Commission for certification as described in Section 9.2 (*Company-Owned Proposal Certification*), GPC will be responsible for its portion of the Winner's Fee.

4.6. Performance Security

4.6.1. Performance Security for PPA Bidders. If a Winning Bidder is not Creditworthy, then in addition to Bid Security, which is due at the time set forth in the Solicitation Schedule, the Bidder must, prior to the execution of a PPA, post and maintain Performance Security throughout the PPA Term. The Performance Security will be calculated by multiplying 2.5% or 5% (depending upon the applicable date per the table below) by the sum of the expected revenues during the PPA Term (i.e., Contract Energy Price (as stated in the PPA executed between GPC and the Winning Bidder) times the Annual Energy Contract Amount, summed over the PPA Term). As an example, for a PPA with a PPA Term of 30 Annual Periods, the total expected revenues during the PPA Term (after COD) will represent the sum of 30 Annual Periods of revenue. This value will be multiplied by 5% to calculate the appropriate amount of Performance Security.

Performance Security During the PPA Term	
Applicable Dates	**Amount**
Effective Date to COD	2.5% x Total Projected Revenues (as defined in the applicable PPA) over the PPA Term

Performance Security During the PPA Term	
Applicable Dates	**Amount**
From COD through the Term	5% x Total Projected Revenues (as defined in the applicable PPA) over the PPA Term

4.6.2. Loss of Creditworthy Status for PPA Bidders. If a Seller loses its Creditworthy status during the PPA Term, Seller must deliver Performance Security to GPC in the amount required by Section 5.1 of the applicable PPA (*Performance Security*) no later than three Business Days after the date Seller loses is Creditworthy status.

4.6.3. Performance Security for APA/BTA Bidders. In addition to Bid Security, which is due at the time set forth in the Solicitation Schedule, each Winning Bidder of an APA or BTA, must, on or before execution of an APA or BTA, as applicable, post and maintain Performance Security as required by the pro forma APA or BTA, as applicable. The requirement to post Performance Security does not apply to Company-Owned Proposals.

4.6.4. Forms of Performance Security. Performance Security may be in the form of cash, a Letter of Credit, or a Guaranty, subject to the terms and conditions in the pro forma PPAs, APA or BTA, as applicable.

4.7. Bid Preparation Costs. All costs related to preparation of any Bid in response to this 2023 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 2023 RFP.

PART 5. BIDDER ATTRIBUTES

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

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

5.3. Project Development Experience. Each Bidder must provide an executive summary of **no more than 2,500 words** setting forth its development experience for the past five years where Bidder (or, if Bidder is a special purpose entity created for purposes of Bidding into this 2023 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, was located in the United States, and utilized the same renewable resources or storage technology. The summary must include: (i) the total number of renewable projects and the capability (MW) of each facility Bidder developed and sold, or 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, constructing, and, in the case of a Bid for a PPA, on-going operation and maintenance of the Facility, if known.

5.4. Contract Counterparty History. Each Bidder must disclose any and all power purchase agreements or facility purchase agreements to which Bidder or any Affiliate was a party in the past five years that were terminated prior to the end of the contract term or closing, as applicable, and the reason for the early termination. Each Bidder also must list any instances where Bidder or any Affiliate withdrew a project from any solicitation offered by GPC or any of its Affiliates in the last five years. Each Bidder must identify and describe any dispute in which Bidder or any of its Affiliates has been involved with GPC or any of its Affiliates (including all direct and indirect subsidiaries of Southern Companies): (i) that remain unresolved; or (ii) that occurred within the last five years but that have been resolved. In addition, each Bidder must identify any dispute with other off-takers that have progressed to any claims, litigation or actions that have been initiated with a court or governmental authority, or any other formal dispute resolution process. If Bidder or any of its Affiliates currently owe any outstanding past due debt to GPC or one of its Affiliates, Bidder must also disclose this and provide details regarding the reason for non-payment. Prior to further consideration of the Bidder's Bid, Bidder may be required to resolve any undisputed outstanding debt to the satisfaction of all parties.

5.5. Union Labor. GPC is interested in receiving feedback on Bidder's use of unionized labor. As part of its Bid, Bidder will be asked to describe its efforts to use unionized labor, and if Bidder has used unionized labor for prior projects: (i) during construction; or (ii) during operations of any other facility. If so, Bidder will also be asked to describe any requirements under any project labor agreements imposing requirements to use unionized labor.

5.6. 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 Certificate found in **Exhibit H** (*Diversity, Equity, and Inclusion Certificate*). More information regarding GPC's focus on DEI can be found here: https://www.southerncompany.com/sustainability/diversity-equity-inclusion.html.

PART 6. BID SUBMISSION REQUIREMENTS

6.1. Bid Form. Each Bid must be submitted via the Bid Form on the IE Website by no later than the date and time specified in the Solicitation Schedule.

6.2. Effect of Bid Submission. Bidder's submission of a Bid to the IE will constitute Bidder's acknowledgment and acceptance of all terms, conditions, and requirements of this 2023 RFP. Bidders will receive an email acknowledgment of receipt of the Bid Form from the IE Website.

6.3. Multiple Bid Submissions.

6.3.1. General. Bidder may submit multiple Bids in response to this 2023 RFP. If Bidder submits multiple Bids, each Bid must state clearly whether the Bid is dependent upon another Bid. For example, if Bidder submits multiple Bids for several Sites, but is only willing to develop a limited number of those Facilities or requires a combination of the Bids to be selected together, or some of the Bids are mutually exclusive, these contingencies and limitations must be stated clearly in each affected Bid and made known to GPC as part of the Bid submission and by the Bid Due Date. Bidder may not aggregate multiple Facilities from one or more Sites to meet the minimum MW required to be submitted in this 2023 RFP.

6.3.2. CFE-ATC Resource Bids.

A. Alternative Bids. A Bidder submitting a Bid for a CFE-ATC Resource may also submit, by the Bid Due Date, a separate, mutually exclusive, alternative Bid ("**Alternative Bid**"). The Alternative Bid must be: (i) a Facility that utilizes the same Site and Point of Delivery as the CFE-ATC Resource; and (ii) a Utility Scale Renewable Resource meeting the Storage Device (non-CFE-ATC) Requirements, or a Utility Scale Renewable Resource without a Storage Device. In that instance Bidder would pay only one Bid Fee. If Bidder's Bid for a CFE-ATC Resource is placed on the Release List in accordance with Section 2.1.2 (*Renewable Energy from CFE-ATC Resources*), Bidder's Alternative Bid will be evaluated by GPC for purposes of this 2023 RFP.

B. Additional Bids. If a Bidder who submits a Bid for a CFE-ATC Resource submits an Alternative Bid and submits one or more additional Bids (each an "**Additional Bid**") for Utility Scale Renewable Resources that are not CFE-ATC Resources, then Bidder will pay a separate Bid Fee for each Additional Bid. For example, if Bidder submitted a Bid for a CFE-ATC Resource, an Alternative Bid, and an Additional Bid, then Bidder would pay two Bid Fees. The first Bid Fee would be for both the CFE-ATC Resource Bid and the Alternative Bid, and the second Bid Fee would be for the Additional Bid.

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

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

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

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

6.6.2. Site Control Affidavit. Each Bid must include a notarized Site Control Affidavit that affirms Bidder has obtained site control of the Site for the PPA Term or the duration of the Facility Design

Life, as applicable. The Form Site Control Affidavit is attached as **Exhibit E** (*Form of Site Control Affidavit*). If a Bid advances to the Short List, prior to PPA, APA, or BTA execution, Bidder may be required to submit further evidence of Site control, as deemed necessary by GPC. The representation contained in the Site Control Affidavit that Bidder's business entity is duly organized and validly existing under the laws of the state of the jurisdiction in which it is organized must be true when the Bid is submitted and at the time of execution of an Awarded Contract.

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

6.6.4. Registration in Georgia. The Seller must register and be in active/compliant standing with the Office of the Georgia Secretary of State, authorizing Seller to do business in Georgia prior to the time of execution of an Awarded Contract.

6.6.5. 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 GPC's contractual counterparty, GPC will request Bidder's confirmation of the Facility and counterparty names when a Bid advances to the Competitive Tier.

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

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

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

during the PPA Term; and (ii) if the PPA causes GPC to be deemed the Primary Beneficiary at any point during the PPA Term, unless cured, such treatment will constitute a Seller Event of Default under the PPA, and GPC could terminate the PPA. If the Seller is unable to clearly demonstrate that the consolidation event was not due to the direct or indirect action of the Seller, the Seller will be liable for damages pursuant to the relevant provisions of the PPA. This Section is not applicable to Bids for APAs or BTAs.

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

6.6.10. Diversity, Equity, Inclusion. Each Bidder must submit a Diversity, Equity & Inclusion Certificate in the form of **Exhibit H** (*Diversity Equity & Inclusion Certificate)* that affirms Bidder's Diversity, Equity and Inclusion commitments and demonstrated progress toward those efforts. If a Bid advances to the Short List, then, prior to execution of an Awarded Contract, Bidder may be required to submit further evidence of its DEI efforts if requested by GPC.

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

6.7. Bid Certification. An officer of Bidder must electronically sign each submitted Bid as part of the IE Website Bid Form.

6.8. Additional Information. Bidder may also supply any additional information not specifically requested in the Bid Forms that Bidder believes may be needed or recommended for a thorough understanding and evaluation of the Bid.

6.9. Duty to Notify IE of Issues Impacting Bid. After Bidder has submitted its Bid, it must promptly notify IE in writing via the IE Website of any issue, event, circumstance or development that has impacted, or would reasonably be expected to impact, the development, construction, or completion of the Facility associated with its Bid. The notification must include a description of the impact (or expected impact) and the impact (or expected impact) on the RCOD or RCD, as applicable, and any other impacts (or expected impacts) on any other obligations of Bidder under its Bid.

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

6.11. 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. COMMUNICATION

7.1. Monitored Communications. Before an award for an Awarded Contract, all communications regarding this 2023 RFP must be conducted through the IE Website. Following the close of the Bid Period and until the Winning Bidder executes the Awarded Contract, 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. The Evaluation Team may conduct conference calls with a Bidder to clarify or resolve Bid questions. A Bidder may request a meeting or conference call using the confidential message board on the IE Website, but may not contact any member of the Evaluation Team otherwise. The IE and Staff will monitor any meeting or communication that includes the Evaluation Team and any Bidder or any Company-Owned Proposal Team.

7.2. Communication Before Initiation of a Bid.

Each Bidder and each interested Person registered on the IE Website may submit questions concerning this 2023 RFP, the RFP Documents, the Bid, or Bid evaluation on the "Q&A" page of the IE Website. The questions and, following consultation with IE and Staff, GPC's responses will be posted on the IE Website for viewing by all potential Bidders and registered users of the IE Website. **In no instance may Bidder or any interested Person contact any member of the Evaluation Team or Staff to discuss any issue related to the RFP Documents, the RFP Process, the evaluation process, or any similar subject. All inquiries must be directed to the IE, through the IE Website, in compliance with Commission Rule 515-3-4-.04(3)(e)(2)(ii). Any breach of this requirement may result in Bid disqualification**.

7.3. Communication Following Initiation of a Bid.

7.3.1. Bid Books, Message Board. Once the Bid Period begins 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.

7.3.2. Submission Deficiencies. Participants may amend a Submission only up until the submission deadline on the Solicitation Schedule. After the submission deadline, a Deficient Submission may be rejected as nonresponsive to this 2023 RFP unless the Evaluation Team, in consultation with Staff and IE, determines it will allow Participant to cure the deficiency within a specified time frame. After the submission deadline, no Participant will be allowed to change its Submission price, nor will any Participant be allowed to revise its Submission on its own initiative. All Participants that are granted a cure period will be given the same amount of time to cure their Deficient Submission. In the case of Deficient Submissions from Bidders, Bid Fees will not be returned.

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

7.4. **Listing Determination**. The status of a Bid (whether included on the Short List, the Reserve List, the Competitive Tier, or Release List) is confidential. GPC will not publicly announce the Short List, Reserve List, Competitive Tier, or Release List. The identity of the winning Bids and Bidders will become public information when GPC requests Certification of the related PPAs, APAs, or BTAs, or Company-Owned Proposals, if any, by the Commission.

7.5. **Following Execution of an Awarded Contract**. A Winning Bidder is prohibited from announcing its status as a winning Bid or execution of an Awarded Contract via a press release or any other method of public communication, without GPC's prior, express written consent. 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 these statements may jeopardize the validity of Environmental Attributes that are sold to GPC under the Awarded Contract, which could result in a breach of the Awarded Contract by Seller. Upon execution of the Awarded Contract, the Winning Bidders and GPC will work together to determine the timing and content of the official announcement of the winning status of the Facility and execution of the Awarded Contract.

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

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

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 Confidential Information appears. Such information may, however, be made available under applicable state or federal law to Governmental Authorities having appropriate jurisdiction over this 2023 RFP. GPC reserves the right to release such information to: (i) the IE and Staff as needed to monitor this 2023 RFP; (ii) to regulated retail Affiliates; (iii) to SCS; and (iv) to 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 of Confidential Information before, during, or after the solicitation process.

PART 8. BID EVALUATION AND AWARDED CONTRACTS.

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

8.2. Criteria. All Bids submitted in response to this 2023 RFP will be evaluated in accordance with the evaluation criteria and structure described in **Exhibit I** (*Overview of Bid Evaluation*). GPC reserves the right to contact any Bidder through the IE Website to request additional information on any aspect of the Bid.

8.3. Initial Review of Bids. GPC reserves the right to reject any Bid for failure to meet any 2023 RFP requirement. Without qualification and in its sole discretion, GPC may decline to enter into an Awarded Contract with any Person. If GPC discovers that any Bidder violated this 2023 RFP or otherwise violated the spirit and intent of this 2023 RFP, GPC has the right to reject any related Bids, which may also further affect the Bidder's participation in any future programs offered by GPC. **Any Bidder who submits a Bid in response to this 2023 RFP waives any recourse against GPC, its parent, or any of its Affiliates, or the IE, for either rejection of its Bid or for failure to execute a PPA, APA, or BTA for any reason.** GPC will not refund any Bid Fee or costs associated with any Interconnection Study paid by Bidder for any reason, including GPC's rejection of the Bid or failure by Bidder to execute an Awarded Contract.

8.3.1. Rejection of Submission for Failure to Respond or Comply with Deadlines. GPC reserves the right to reject any Deficient Submission at any time if Participant fails to submit required information, make a required payment, or otherwise provide to GPC any required deliverable by the deadline set forth in this 2023 RFP (and any date in the Solicitation Schedule as revised, if applicable). A question asked by a Bidder regarding a deadline does not extend the deadline. If a Submission is found to be a Deficient Submission then it may be placed on the Release List and released from this 2023 RFP. GPC is not required to contact any Participant to obtain any omitted information.

8.3.2. Rejection of Bid for Environmental Concerns. GPC reserves the right to reject any Bid at any time 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 2023 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.

8.3.3. 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 Bidder of the conflict, in which case, GPC may reject Bidder's Bid.

8.4. Complete Bids. Bids that are complete and conform to the requirements of this 2023 RFP will be ranked and screened on economic value. Economically Non-Competitive Bids may be placed on the Release List and released from this 2023 RFP. The remaining Bids will be further evaluated

for price, performance, and value to GPC's energy portfolio. Based on the Best Cost Analysis, Bids will be advanced for inclusion in the Competitive Tier, while the other Bids may be placed on the Release List and released from this 2023 RFP.

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

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

8.7. Bid Security Mechanics.

8.7.1. Draft Bid Security. Pursuant to Section 4.4 (*Bid Security*), for each Bid advanced to the Competitive Tier, Bidder must submit Bid Security. Each Bidder that intends to provide Bid Security in the form of a Surety Bond or a Letter of Credit must upload to its Bid Book a draft (unissued) Surety Bond or Letter of Credit for review and approval by the Evaluation Team, at least five Business Days before the Bid Security due date. Instructions for posting the draft and final Bid Security will be available on the IE Website. The form of Surety Bond will also be available on the IE Website.

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

Accion Group, LLC
244 North Main Street
Concord, NH 03301
Tel: (603) 229-1644
Attention: Harold T. Judd

8.7.3. Return of Bid Security. The Bid Security is fully refundable to Bidder: (i) if the Bid is placed on the Release List; or (ii) on the date Seller and GPC execute the Awarded Contract for a winning Bid. The Bid Security is non-refundable if Bidder withdraws the Bid or otherwise fails to execute the pro forma PPA, APA, or BTA, as applicable, after being advanced to the Competitive Tier.

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

8.8. Evaluation Components.

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

8.8.2. Improvement Costs Imputed. Based on the information contained in each Bid advanced to the Competitive Tier, GPC will develop a cost estimate for Electric System improvements, if any,

as described in the sections entitled "Interconnection Impacts" and "Delivery Impacts" in the applicable interconnection scenario described in **Exhibit B** (*Interconnection and Delivery of Electricity Requirements General*). Those costs will be included in evaluating the economics of the Bid. This process will also assist in identifying the potential Short List.

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

8.8.4. Non-Price and Qualitative Considerations. Although GPC's evaluation will focus on the Bid's economic net benefits, other qualitative and non-price considerations will be considered. Non-price factors that may be used in evaluating Bids include: (i) reliability associated with Facility location interconnecting to the Southern Company Transmission System; (ii) locating the Facility inside GPC's service territory; (iii) Bidder's project development experience; (iv) Bidder's DEI initiatives; (v) environmental impacts; (vi) the substation into which the Facility proposes interconnection; (vii) cost and schedule of any Electric System improvements that are required as a result of Bidder's proposed Facility; and (viii) Bidder's proposed date for the achievement of Commercial Operation or Closing, as applicable. It is Bidder's responsibility to submit additional information related to its Bid if such information will materially improve the quality of its offer or GPC's understanding thereof.

8.9. Company-Owned Proposal and APA/BTA Evaluation. The IE, Staff, and GPC will agree on a methodology to compare Company-Owned Proposals and Bids for APAs and BTAs to Bids for PPAs. This methodology will include calculating a revenue requirement using GPC's proprietary revenue requirement model that will be locked down before Bids are received. For Company-Owned Proposals, the revenue requirement will be converted into a price stated in dollars per megawatt-hour ($/MWh) to: (i) provide Company-Owned Proposal information to the Evaluation Team in a manner that will not identify the submission as a Company-Owned Proposal; and (ii) allow the Evaluation Team to evaluate Company-Owned Proposal pricing and Bid pricing on an equivalent basis using the criteria described in Section 8.3 (*Initial Review of Bids*). For Bids for APAs and BTAs, the purchase price will be converted into a revenue requirement. Staff will oversee these conversions. Bids will not be opened until the IE and Staff have reviewed and validated all Company-Owned Proposals. Following the IE's and Staff's review and validation of Submissions, the IE will release Bids and Company-Owned Proposals to the Evaluation Team. The Evaluation Team will then compare all Bids received with any Company-Owned Proposal and will advance the best options to meet the specific needs for GPC's portfolio.

8.10. Short List, Reserve List, and Release List

8.10.1. Short List Identified. Based on the results of the detailed evaluation, Bids will advance from the Competitive Tier to the Short List. GPC will contact each Short-Listed Bidder to confirm that the PPA, APA, or BTA, as applicable, conforms to the Facility's specifications and correctly identifies Bidder's business entity. Each Bidder with a Bid advanced to the Short List for further evaluation must also provide the following information, if requested by GPC: (i) updates to the construction schedule; (ii) a current Site plan; (iii) equipment delivery schedules; and (iv) any and all financial and business data associated with the Seller, the Facility, the PPA, the APA, or BTA that GPC would need to independently make the necessary accounting determinations. Requested Information may include data supporting the economic life, the fair value, investment tax credits associated with the Facility, or other costs associated with the Facility, including debt specific to the asset proposed. Financial data contained in Bidder's financial statements (e.g., income statements, balance sheets, etc.) may also be required.

8.10.2. Reserve Lists and Release Lists. Any Bid not identified for the Short List may be placed on the Reserve List. GPC will notify each Bidder eligible for the Reserve List that its Bid has been identified for continued evaluation on the Reserve List. Any Bidder whose Bid is not competitive will be notified that its Bid is no longer being considered for the Short List or Reserve List. These

Bids will be placed on the Release List and GPC will notify Bidders of removal from further consideration in this 2023 RFP.

8.10.3. Short List, Reserve List, Release List Determination. In accordance with the Solicitation Schedule, and as discussed in Section 8.8.3 (*Due Diligence Portfolio Analysis*) and Section 8.10.1 (*Short List Identified*), upon completion of evaluation, Bidder will be notified whether its Bid is on the Short List, Reserve List, or Release List. GPC will contact each Bidder with a Bid advanced to the Short List to finalize and execute the PPA, APA, or BTA, as applicable. A Bid on the Reserve List is a Bid that is essentially on a waiting list that will continue to be under evaluation and may move on to the Short List if a Short List Bidder withdraws or is unable to proceed to execution of an Awarded Contract. A Bid on the Reserve List that is not for a CFE-ATC Resource and that elected to participate in the CARES ED Program may be considered for further evaluation. Additional details regarding how a Bidder whose Bid is placed on the Reserve List may elect to participate in the CARES ED Program will be made in a separate filing by GPC with the Commission. A Bid on the Release List was determined to be non-competitive and will no longer be considered for advancement in this 2023 RFP. Release List determinations are final and will not be reconsidered. As provided in Section 7.7 (*Confidentiality*), Bidder must not disclose the status of its Bid, including its inclusion on the Short List, Reserve List, or Release List. By the end of the 2023 RFP Process, all Bids not placed on the Release List and not advanced for contracting will be placed on the Reserve List. When GPC executes the winning PPAs, APAs, or BTAs and files the executed Awarded Contracts with the Commission, all unadvanced Bids will be placed on the Release List, unless the Bid has previously elected to be considered for the CARES ED Program.

8.11. Awarded Contracts. GPC will award and execute Awarded Contracts (subject to payment of the Winner's Fee) with the Winning Bidders whose Bids are on the Short List. A Winning Bidder will enter into the applicable and conforming pro forma PPA, APA, or BTA with GPC. As stated in Section 6.6.1 (*Conformance of Pro Forma PPA, Pro Forma APA, or Pro Forma BTA*), GPC will not accept substantive or material changes to the pro forma PPA, pro forma APA, or pro forma BTA, as applicable, at the time of contract execution. GPC and Winning Bidder will coordinate to execute the PPA, APA, or BTA, as applicable (subject to the payment of the Winner's Fee).

8.12. 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 an Awarded Contract 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 the IE for either rejection of Bidder's Bid(s) or any other Bid(s) or for failure to execute a PPA, BTA, or APA for any reason.

PART 9. CERTIFICATION

9.1. Awarded Contract; Certification. Following completion of the 2023 RFP evaluation and award process, GPC will seek Commission Certification, pursuant to O.C.G.A. § 46-3A-4, of each of the Awarded Contracts executed in connection with this 2023 RFP. The Certification process will take place under a separate Commission Docket and may take up to six months to complete, unless otherwise expedited pursuant to the Procedural and Schedule Order to be issued by the Commission. GPC's performance of an Awarded Contract is conditioned on the Commission issuing a Certification approving the Awarded Contract in a timely manner without material qualifications or conditions adversely affecting GPC; otherwise, GPC may terminate the Awarded Contract without any further obligation pursuant to the applicable provisions of the Awarded Contract. Performance of an Awarded Contract is also conditioned upon, if required by applicable law, FERC issuing an order accepting the Awarded Contract in a timely manner and without material qualification or condition adversely affecting either party to the Awarded Contract;

otherwise, either party may terminate the Awarded Contract without any further legal obligation pursuant to the applicable provisions of the Awarded Contract allowing for termination.

9.2. 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 to the Short List, it will be submitted for Certification together with any 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, APA, or BTA under which GPC purchases energy from, or 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 - ADDITIONAL PROJECT INFORMATION

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

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

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

2. Bid Information:

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

   B. Qualifications:

      (i) Previous experience providing the proposed product

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

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

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

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

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

   C. Dunn and Bradstreet identification number;

   D. Credit rating of Bidder's senior debt securities from at least two Rating Agencies;

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

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

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

4. A detailed description of any security/credit instruments proposed by Bidder to back its performance obligation. An acceptable Letter of Credit or Guaranty must include the provisions set forth in: (i) Exhibit B and Exhibit C of the pro forma PPAs; or (ii) Exhibit A and Exhibit B of the pro forma APA; or (iii) Exhibit G-2 and Exhibit G-1 of the pro forma BTA, as applicable.

5. If Bidder is submitting a Bid for a PPA, a statement that the PPA will not require deconsolidation with GPC as the Primary Beneficiary by the Seller with respect to Variable Interest Entity.

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

7. A map indicating the Facility location and known or proposed interconnection to the Electric System, including descriptions, drawings, and relevant details.

8. A thorough description of anticipated environmental impact and compliance

9. For a new Facility, a construction schedule with all major activities from award of contract to Commercial Operation, or Closing, as applicable

10. Status of Interconnection Agreement:

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

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

    C. Indicate the current status regarding property rights for the necessary Interconnection Facilities, including access rights for the Interconnection Provider throughout the PPA Term or for the duration of the Facility Design Life, as applicable, and any property rights and permits needed between the Facility Site and the Interconnection Provider's facilities

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

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

13. Any proposed changes to the pro forma PPAs, APA, or BTA, as applicable, to reflect the product (Facility or resource type) in the form of a red-line mark-up and a list summarizing the proposed changes, with the rationale for each change

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

15. The PPA Term or Facility Design Life, as applicable.

16. Facility information, including (but not limited to):

    A. Name

    B. Location

    C. Generating Capacity

    D. Site Plan

    E. Site Control Affidavit

    F. Specific technical information (e.g., number of panels, battery containers, generators, turbine information, spec sheets, manufacturer, maintenance schedules)

    G. For a Bid for a Facility with a Storage Device:

        (i) Facility Size: _____

        (ii) Storage Device Design Capacity (instantaneous discharge): _____ (MW)

        (iii) Storage Device Design Duration: _____ (Hours)

        (iv) Storage Device Operating Energy per cycle: _____ (MWh) (product of (ii) and (iii) above)

        (v) Storage Device maximum rate of charge: _____ (MW/min)

        (vi) Cycle Limit of Storage Device (per Annual Period): _____

        (vii) Interconnection Limit: _____ (MW)

    H. Single-line drawings of the Facility

I. For a Bid for a Facility without a Storage Device:

(i) Bidder's willingness to enter future discussions with GPC regarding battery energy storage system opportunities at the Site

(ii) Whether the Site is suitable for future BESS co-location opportunities

(iii) Whether additional land, site control, or permitting would be required for a future option to add a two-hour battery energy storage system that is at least half the Renewable Resource Generating Capacity

(iv) Any limitations with the Site or the existing Interconnection Agreement with respect to co-locating future battery energy storage system facilities

J. Appropriate technical information associated with a Storage Device, if any, including capacity and energy storage specifications, Round-Trip Efficiency or Storage Cycle Efficiency, warranty requirements, limitations of use, cold weather conditioning plans, control schemes, device configuration (AC coupled, DC coupled, etc.), and whether the inverters are one-directional (AC-DC only) or bi-directional (AC-DC and DC-AC), and the total output of the Facility including any simultaneous discharge of the Storage Device, as more fully described in Section 3.7 (*Energy Storage*).

17. Performance data:

A. Maximum Capability (MW AC & MW DC) (including any Renewable Resource and Storage Device)

B. Annual Degradation after the first Annual Period for Facilities with Storage Device that are not CFE-ATC Resources

C. Profile for each Annual Period (include any degradation during each Annual Period) over the PPA Term or for the duration of the Facility Design Life, as applicable, in Excel format. Any Profile submitted must assume hour 0 is Energy delivered from midnight to 1:00 AM ET (i.e., not adjusted for daylight savings time). Each Bid must provide the full Energy production from the Facility.

D. Specifications of what was used to produce the Profile (Summarize model assumptions, weather assumptions, substation into which Facility is to be interconnected, key inputs and methodology)

18. Interconnection Data:

A. Interconnection Request Number (if any)

B. Single line diagram to Point of Interconnection

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

D. Impedances, Short Circuit currents, etc.

E. Generator Interconnection Tie Line Data

F. GSU/Main Transformer Data

G. kV at the Point of Interconnection

H. Estimated/Assumed Interconnection Costs to Point of Interconnection

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

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

20. Bids for PPAs for Facilities utilizing solar photovoltaic modules as the sole Renewable Resource must meet the following requirements:

A. Hydrology and Site Drainage

- Site grading must ensure positive drainage of the Site.
- Site design must ensure no flooding, no standing water, and no increase in flows offsite.
- The drainage design must be based on a 100-year, 24-hour rain event.
- No portion of the Facility may be located in a floodplain without the proper permit(s) from the appropriate Governmental Authority.
- The construction contract scope must include responsibility of contractor to close out the National Pollutant Discharge Elimination System (NPDES) permit.

B. Site Grading and Stabilization

- Measures must be in place to prevent sediment loss.
- Permanent site vegetation and site stabilization must be completed before demobilizing.

C. Facility Design

- Equipment must be sized to deliver rated Facility nameplate power at the POI, accounting for worst-case local ambient temperature, and interconnection reactive power requirement.
- Site performance at the POI must meet the interconnection requirements as set forth by the Interconnection Provider.
- Reactive power requirement must be solely met by the inverters without the use of capacitor banks.
- All equipment enclosures (e.g., combiner boxes) must be tamperproof and lockable (e.g., a special tool or key is required to open the equipment enclosure).
- Hurricane resistance rating and restoration plan.

D. Major Equipment Vendors

- Major equipment vendors must demonstrate quality and performance and be prepared to perform future warranty and maintenance work.
- Major equipment must be manufactured in factories certified to both IEC TS 62941 and ISO 9001.
- Final major equipment vendors subject to review by GPC.

E. PV Module

- Solar modules must be sourced from Bloomberg New Energy Finance (BNEF) Tier 1 photovoltaic manufacturers.
- Provide detailed Highly Accelerated Life Test (HALT) report (PVEL or equivalent) for the specific module proposed, preferably from independent third-party testing agency.
- Provide module manufacturing location and Bill of Material (BOM).

F. Inverter

- Inverters must be listed to UL1741 latest version.
- Inverters may be reviewed by GPC.
- Inverters must be capable of producing their maximum rated reactive power at all active power levels (from 0% to 100% inclusive), when the primary energy source is available and not available.

- Inverters must be equipped with DC ground detection means through either insulation monitoring or differential current monitoring.
- Facilities that are transmission interconnected must conform to NERC recommendations and requirements pertaining to IBR facilities.

G. Inverter Step-up Transformer

- Transformers must be two-winding and KNAN type cooling; winding must be copper.
- All transformers must be IEEE routinely tested including dielectric test, impulse test, and power factor test. Lightning impulse tests must include one full wave test.
- Oil reservoir for spill containment must be provided for each transformer.

H. MV Switchgear

- MV switchgear protection scheme must, at minimum, include main break protection, feeder breaker protection, bus differential protection, a dedicated bus lockout, and breaker failure functionality.
- All current transformers (CT) must have an accuracy class of C400 or higher.

I. Grounding

- Dual grounding, as depicted in IEEE 665, must be provided in all cases with an equipment grounding conductor (for a reliable ground fault current return path) and an additional local safety ground (for limiting touch potential).

J. PV Monitoring

- Meteorological and performance monitoring equipment/system must conform to IEC61724 and the requirements defined for a Class A (high) accuracy monitoring system.
- Table 4 of IEC61724 will be used to determine the number of devices required. At minimum two devices of each measurement type must be provided.
- At minimum two soiling stations utilizing full sized modules must be provided.

K. Testing

- Operational Test, Performance Ratio Test, and Capacity Test (ASTM Based) must be performed for PV facilities.
- Additional testing, if required under the Interconnection Agreement, must also be performed.
- NERC testing must be performed for facilities defined as a Bulk Electric System (BES).

L. Main Power Transformer

- Transformers must be capable of meeting 100% of Facility output using 100% ONAN-cooling.
- Transformer suppliers may be subject to review.
- RIS-type bushings are preferred.
- Transformers must be designed with a 25% temporary emergency overload.
- Transformer overload capability must be unlimited by components (i.e., bushing ratings, DETC rating, etc.)
- The transformer tank design must be in accordance with IEEE C57.156 Table 1 to mitigate tank rupture in the event of a high-energy arcing fault internal to the tank.

M. Facility Substation

- Facility substations must meet safety requirements of the NESC-2023 and comply with the design principles set forth ASCE 7, ASCE 113, IEEE 605, and IEEE 80.
- Facility substations must be commissioned to NETA ATS 17 standards.
- All bus and cable sizes must be designed with a maximum operating temperature of 80 °C with a 40 °C ambient, with no sun and 2 ft/s wind.
- Spatial separation from oil-filled electrical equipment must be compliant with IEEE 979-2012.
- All equipment suppliers, protection and control designs and settings, and grounding design/modeling will be subject to review by GPC.

N. Cyber Security

- Facility connectivity must be in compliance with NERC CIP policies.

O. End-of Life Disposal

- The Toxicity Characteristic Leaching Procedure (TCLP) testing procedure and results for modules must be submitted.
- Description of the end-of-life disposal/recycling plan must be included.

21. Bids for PPAs for Facilities utilizing solar photovoltaic modules with a Storage Device comprised of a battery energy storage system ("**BESS**") must meet the requirements set forth in 20 above and the following requirements with respect to the Storage Device:

A. Storage Device

- Units listed to UL9540 2nd edition.
- UL9540A large scale fire test report provided at the cell, module, and unit level.
- BESS complies with the version of NFPA 855 in effect at the time of Commercial Operation.
- Water-based fire suppression systems must be provided.
- The level of redundancy (ex. N+1) must be provided for the BESS thermal management system.
- Provide Site-specific Hazard Mitigation Analysis (HMA) and Failure Mode and Effects Analysis (FMEA).
- Provide detailed augmentation plan for the Facility over the PPA Term.
- BESS must be sized to maintain rated nameplate instantaneous Energy output capacity at the POI.

B. Inverter

- BESS inverters must be capable of operating full lead and lag in both charge and discharge conditions.
- BESS inverters must be grid forming capable. Bidders must provide documentation demonstrating the inverter's grid forming capability.
- Inverter grid forming control points must be integrated into the Facility site control scheme, such that minimal controls retrofit will be required when GPC decides to enable grid forming features.

C. Facility Design

- Facility engineering and design must account for BESS augmentation plan, including but not limited to site layout, block design, collection system design, aux power design, and controls design.
- Battery enclosures must be spaced per UL9540A testing results.
- Backup source must be provided for the BESS auxiliary power in case of extended grid outage to maintain power to the BESS BMS, EMS, fire protection system, and thermal management system (if required).

D. Testing

- Continuous Power Test, Energy Capacity Test, and RTE Test must be performed for the BESS Storage Device.
- Testing must be performed to demonstrate the combined output of BESS and the Renewable Resource are controlled to mitigate equipment overload.
- Technology specific characterization testing must be performed. (ex. ramp rate testing).
- Additional testing must be performed as required.

E. End-of Life Disposal / Demolition

- Description of the end-of-life disposal/recycling plan must be included.

22. Bids for BTAs for Build Transfer Facilities must meet the following requirements:

A. Hydrology and Site Drainage

- Site grading must ensure positive drainage of the Site.
- Site design must ensure no flooding, no standing water, and no increase in flows offsite, as prescribed by the Georgia Stormwater Management Manual.
- The drainage design must be based on a 100-year, 24-hour rain event.
- No portion of the Facility will be located in a floodplain without the proper permit(s) from the appropriate Governmental Authority. GPC reserves the right to review the location of any portion of a Facility proposed to be in a floodplain, as well as any such permit(s).
- The construction contract scope must include responsibility of contractor to close out the National Pollutant Discharge Elimination System (NPDES) permit.
- Contractor will remain responsible for getting the Notice of Termination (NOT) verified and signed by the agency.

B. Site Grading and Stabilization

- Balanced earthwork is desired. Grades within the array to be used for vehicular/equipment ingress and egress must be no steeper than 10%. The maximum slope for areas of elevation transition must not exceed a ratio of 3:1.
- Measures must be in place to prevent sediment loss.
- Permanent site vegetation and site stabilization must be completed before Final Completion.

C. Facility Design

- Equipment must be sized to deliver rated Facility nameplate instantaneous Energy output at the POI, accounting for worst-case local ambient temperature, plant losses (including auxiliary power), and interconnection reactive power requirement.

- Site performance at the POI must meet the interconnection requirements as set forth by the Interconnection Provider.
- Reactive power requirement must be solely met by the inverters without the use of capacitor banks.
- Input and output of all control and communication devices must be wired out to marshalling terminal blocks that is easily accessible.
- All equipment enclosures (e.g., combiner boxes) must be tamperproof and lockable (e.g., a special tool or key is required to open the equipment enclosure).

D. Major Equipment Vendors

- Major equipment vendors must demonstrate quality and performance and be prepared to perform future warranty and maintenance work.
- Major equipment must be manufactured in factories certified to both IEC TS 62941 and ISO 9001.
- Final major equipment vendors subject to review and approval by GPC.

E. PV Module

- Solar modules must be sourced from Bloomberg New Energy Finance (BNEF) Tier 1 photovoltaic manufacturers.
- Photovoltaic modules must be framed. All string connectors must use the same connector manufacturer and model as the PV module lead.
- Provide detailed Highly Accelerated Life Test (HALT) report (PVEL or equivalent) for the specific module proposed, preferably from independent third-party testing agency.
- Provide module manufacturing location and Bill of Material (BOM).

F. Inverter

- Inverters must be listed to UL1741 latest version.
- Inverters must be approved by GPC.
- Inverters must be capable of producing their maximum rated reactive power at all active power levels (from 0% to 100% inclusive), when the primary energy source is available and not available.
- Inverters must be equipped with DC ground detection means through either insulation monitoring or differential current monitoring.
- A lockable fused disconnect must be provided at each discrete incoming DC input.
- Facilities that are transmission interconnected must conform to NERC recommendations and requirements pertaining to IBR facilities.

G. Inverter Step-up Transformer

- Transformers must be two-winding and KNAN type cooling; winding must be copper.
- Transformers must be equipped with fully rated no-load tap changers at HV side two taps at 2.5% above nominal position and two taps at 2.5% below nominal position must be provided.
- All transformers must be IEEE routinely tested including dielectric test, impulse test, and power factor test. Lightning impulse tests must include one full wave test.
- Two IR windows must be provided on both low side and high side terminations.
- Oil reservoir for spill containment must be provided for each transformer.

H. MV Switchgear

- Outdoor rated metal-clad medium-voltage (MV) switchgear (e.g., over a sectionalizer cabinet) must be provided when required to combine and reduce the number of circuits to the substation; a main breaker must be provided.
- MV switchgear protection scheme must at minimum include main break protection, feeder breaker protection, bus differential protection, a dedicated bus lockout, and breaker failure functionality.
- All current transformers (CT) must have an accuracy class of C400 or higher.
- Bidder must coordinate with GPC on specific relays used and protection philosophy.

I. Grounding

- Dual grounding, as depicted in IEEE 665, must be provided in all cases with an equipment grounding conductor (for a reliable ground fault current return path) and an additional local safety ground (for limiting touch potential).
- Safety ground must be bare stranded copper #2/0 AWG or larger and direct buried, with risers bonded to each row of PV array and all equipment.
- Grounding study must be provided for the entire Site to determine the safety grounding design for limiting hazardous touch and step potentials during a worse case postulated ground fault event.

J. Cable Management

- All equipment enclosure within the PV array must be located at the end of PV racking rows towards the road and facing the same direction whenever possible.
- All DC wiring must be below grade unless routed along and below the PV array to prevent the blocking of aisle space between rows. However, an E-W CAB system will be acceptable for Facilities with trackers. All DC and LV AC cables below grade must be routed in conduit.
- PV array must use single string harness that routes strings directly to the combiner box or the string inverter. (i.e., harness that combines multiple strings must not be used)

K. PV Monitoring

- Meteorological and performance monitoring equipment/system must conform to IEC61724 and the requirements defined for a Class A (high) accuracy monitoring system.
- Table 4 of IEC61724 must be used to determine the number of devices required. At minimum two devices of each measurement type must be provided.
- For facilities using bifacial modules, an albedometer must be provided for each GHI pyranometer.
- At minimum two soiling stations utilizing full sized modules must be provided.

L. Testing

- Operational Test, Performance Ratio Test, and Capacity Test (ASTM Based) must be performed for PV facilities.
- Additional testing, if required under the Interconnection Agreement, must also be performed.
- NERC testing must be performed for facilities defined as a Bulk Electric System (BES).

M. Main Power Transformer

- Transformers must be capable of meeting 100% of Facility output using 100% ONAN-cooling.
- Transformer suppliers must be subject to review and approval by GPC.
- A design review prior to ordering materials utilizing third-party transformer design consultant must be approved by GPC.
- RIS-type bushings are preferred.
- Transformers must be designed with a 25% temporary emergency overload.
- Transformer overload capability must be unlimited by components (i.e., bushing ratings, DETC rating, etc.)
- The transformer tank design must be in accordance with IEEE C57.156 Table 1 to mitigate tank rupture in the event of a high-energy arcing fault internal to the tank.

N. Facility Substation

- Facility substations must meet safety requirements of the NESC-2023 and comply with the design principles set forth ASCE 7, ASCE 113, IEEE 605, and IEEE 80.
- Facility substations must be commissioned to NETA ATS 17 standards.
- All bus and cable sizes must be designed with a maximum operating temperature of 80 °C with a 40 °C ambient, with no sun and 2 ft/s wind.
- Spatial separation from oil-filled electrical equipment must be compliant with IEEE 979-2012.
- All equipment suppliers, protection and control designs and settings, and grounding design/modeling must be subject to review.

O. SCADA

- The design must provide a real-time data link for remote operation (using Ignition) by Southern Monitoring and Diagnostic Center and also provide a feed to system-wide historian data collection (Pi). These data links can be directly from the site controller or from a separate SCADA controller.
- The data link preference is OPC DA, DNP, or Modbus.
- The real time data must include inverters, solar details, MET station (if applicable), breakers, meters, and site controller. Solar details to pass data down to string or the lowest level possible.
- Site controller, battery management system (if applicable) and inverters time must be synchronized to a local time clock. The preference is to time sync with any devices that can take a remote time sync.
- Local Human Machine Interface platform must be Ignition by Inductive Automation.

P. Cyber Security

- Equipment providers and site design must be in compliance with NERC CIP policies as well as the Southern Company Cyber Security Policy, which will be made available to Bidders upon their submission of an intention to Bid a Build Transfer Facility by the date set forth in the Solicitation Schedule.

Q. End-of Life Disposal

- The Toxicity Characteristic Leaching Procedure (TCLP) testing procedure and results for modules must be submitted.
- Description of the end-of-life disposal/recycling plan must be included.

23. Bids for APAs for Existing Facilities must also provide operating history, list of spare parts, and existing facility maintenance agreements.

EXHIBIT B - INTERCONNECTION AND DELIVERY REQUIREMENTS

Each Bidder is responsible for determining all transmission interconnection and delivery-related rules, practices, and policies with which it must comply. Each Bid must comply with the general requirements outlined in Section 1 of this Exhibit B and with one of the interconnection options described in Sections 2 through 4 of this Exhibit B.

1. Interconnection and Delivery Requirements – General

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

1.1. Transmission Projected Commercial Operation Date. GPC may decline to advance a Bid to the Short List or to execute an Awarded Contract with any Bidder if, in the opinion of GPC, the transmission facilities cannot be constructed in time to achieve Commercial Operation or Closing, as applicable, by the date set forth in the Solicitation Schedule. Except for the provision in Section 2.7 (*Facility Interconnecting Directly to GPC*) below for a Facility interconnecting to the Southern Company Transmission System via GPC, Bidder assumes all interconnection and delivery lead-time risk (if applicable) to meet the RCOD or RCD, as applicable.

1.2. Bid Price Assumptions. Each Bidder must, if the Facility's POI is not on the Southern Company Transmission System, state in its Bid the assumptions regarding interconnection and delivery costs that are included in its Bid price. Specifically, each Bid must include details of these costs and refer to any completed or active Interconnection Study results related to the Facility.

1.3. Bid Lead-Time Assumptions. Bidder must describe, with respect to the proposed Facility, its current status within the applicable interconnection process and its ability to meet the RCOD, or RCD, in the case of an APA or a BTA, based upon the applicable interconnection process timeline.

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

1.5. Timing and Notification of Initiating Interconnection Process (New Facility). At the time of Bid submission, Bidder must indicate if there is an existing interconnection request for the Facility (either in active study stage or if there is an IA that is in suspension), and if so, Bidder also must identify the Interconnection Provider, request number/identifier, and status. For Facilities not interconnecting to the Southern Company Transmission System, Bidders are responsible for understanding the interconnection requirements of the applicable Interconnection Provider and initiating the application and study process so as to comply with the RCOD requirements of this RFP. For Facilities interconnecting to the Georgia ITS, *see also* Section 3 (*Interconnection to the Electric System of an ITS Participant (>40 kV)*); for Facilities interconnecting to neither the Southern Company Transmission System nor the Georgia ITS, *see also* Section 4 (*Interconnection Outside Both the Southern Company Transmission System and Georgia ITS*).

If a Facility is interconnecting to the Southern Company Transmission System, Bidder must initiate the interconnection process and obtain a queue position by no later than April 4, 2024, to ensure eligibility to participate in one of the FERC Order 2023 FERC-mandated transitional studies. This date is based on Southern Companies' intended compliance filing date of March 5, 2024, and assumes FERC will approve Southern Companies' request in their compliance filing to make FERC Order 2023 effective April 5, 2024. Unless a Bidder is able to obtain an LGIA under Order 2003, failure to participate in one of the FERC Order 2023 transitional studies, either the transitional serial facilities study or the transitional cluster study, will delay completion of the interconnection process to 2026 which would make the

Bidder's ability to meet the Required COD of this RFP highly unlikely. Additional information regarding Southern Companies' implementation of FERC Order 2023, including any changes in the schedule, can be found on the Southern Company OASIS website (https://www.oasis.oati.com/SOCO).

Regardless of the Interconnection Provider, if Bidder has an Interconnection Agreement in suspension, by no later than seven Days after notification that the Bid has advanced to the Short List, Bidder must initiate the process with the appropriate Interconnection Provider to move out of suspension and into active status.

1.6. Existing Qualifying Facility Interconnection Agreement (Existing Facility). If the Facility of a Winning Bidder has an existing Transmission Qualifying Facility Interconnection Agreement with GPC ("**QFIA**"), and the Facility has already reached COD or will reach COD before PPA execution, the QFIA will be converted to an LGIA or SGIA (defined below in Section 2.1 of this Exhibit B (*Procedure Guidance*)), as applicable, without additional studies or study fees.

2. Interconnection with the Southern Company Transmission System (>40 kV)

*The following requirements apply to a Bid for a Facility interconnecting to the transmission system of GPC or one of its regulated electric utility Affiliates (*i.e.*, Alabama Power or Mississippi Power) with a Point of Interconnection at greater than 40 kV.*

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

http://www.oatioasis.com/SOCO/index.html

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

2.3. Interconnection Impacts.

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

B. SCS LGIA/SGIA Costs. A Winning Bidder (i.e., Seller) may be required under the terms of its SCS LGIA or SGIA, as applicable, to fund or provide security for new or modified equipment beyond the POI. However, if a Seller incurs such interconnection-related costs for

new or modified equipment on the Southern Company Transmission System beyond the POI, after the Facility achieves Commercial Operation or Closing is achieved, as applicable, the costs will be refunded to Seller or the security will be released, in accordance with LGIA/SGIA terms and Southern Company's Open Access Transmission Tariff.

C. Affected System Interconnection Costs. If a winning Bid has associated interconnection impacts to any Affected System, such that the Affected System must add, modify, or upgrade its Electric System, Bidder must coordinate with the Affected System with respect to identifying, planning, and construction of, and payment of costs for, the additions, modifications, or upgrades. Bidders must contemplate the schedule and cost impacts in each Bid. Any interconnection costs related to the Affected System are the sole responsibility of Bidder and will not be reimbursed by GPC.

2.4. Delivery Impacts. From the Bids advanced to the Competitive Tier, pursuant to RFP Section 8.6 *(Competitive Tier Identified*), GPC will develop a cost estimate for Electric System improvements, if any, to the Southern Company Transmission System, the Georgia ITS, or both, necessary to deliver the Energy from the POI to GPC's customers. These costs will be imputed to the Bid. If Electric System improvement costs are anticipated to be incurred by GPC beyond the POI (including any GPC obligation for payment to ITS Participants or to other transmission owners) to deliver the full output of the Facility, Bidder must, by the due date set forth in the Solicitation Schedule, deliver to GPC Upgrade Security in the amount of the costs to make the improvements as determined by GPC as of the effective date of the Awarded Contract. No later than six months after the effective date of the Awarded Contract, GPC will complete a more detailed analysis of its cost determination and will notify Seller of any change required to the amount of Upgrade Security. Seller will update the amount of the Upgrade Security (either by amending the Upgrade Security or by providing replacement Upgrade Security) within 10 Business Days after receiving the updated cost information from GPC. GPC may draw upon the Upgrade Security in the event of early termination of the PPA prior to Commercial Operation or early termination of an APA or BTA prior to Closing, as applicable. After the Facility achieves Commercial Operation or Closing, GPC will return the Upgrade Security to Seller.

2.5. Construction of Southern Company Transmission System Facilities. Any Electric System improvement, modification, or new facility that will become part of the Southern Company Transmission System must be owned by, and will be designed, procured, and constructed by, as applicable, GPC, Alabama Power, or Mississippi Power.

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

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

B. Notice to Proceed. Notice to proceed requirements for a Winning Bidder whose Facility will interconnect with GPC depend on the interconnection request/IA status at the time the Commission issues the Certificate of Public Convenience and Necessity:

i. A Winning Bidder with an active IA (i.e., IA not in suspension) must submit a notice to

proceed to initiate construction of Interconnection Facilities by 14 Days after the Commission issues the Certificate of Public Convenience and Necessity;

ii. If Winning Bidder's Facility is the subject of an IA in suspension, Bidder must have requested to come out of suspension within seven days after advancement to the Short List as described in Section 1.5 of this Exhibit B. If the request is still in re-study when the Commission issues the Certificate of Public Convenience and Necessity, Bidder must provide notice to proceed to initiate construction of the Interconnection Facilities within 14 Days after the re-study report is issued; or

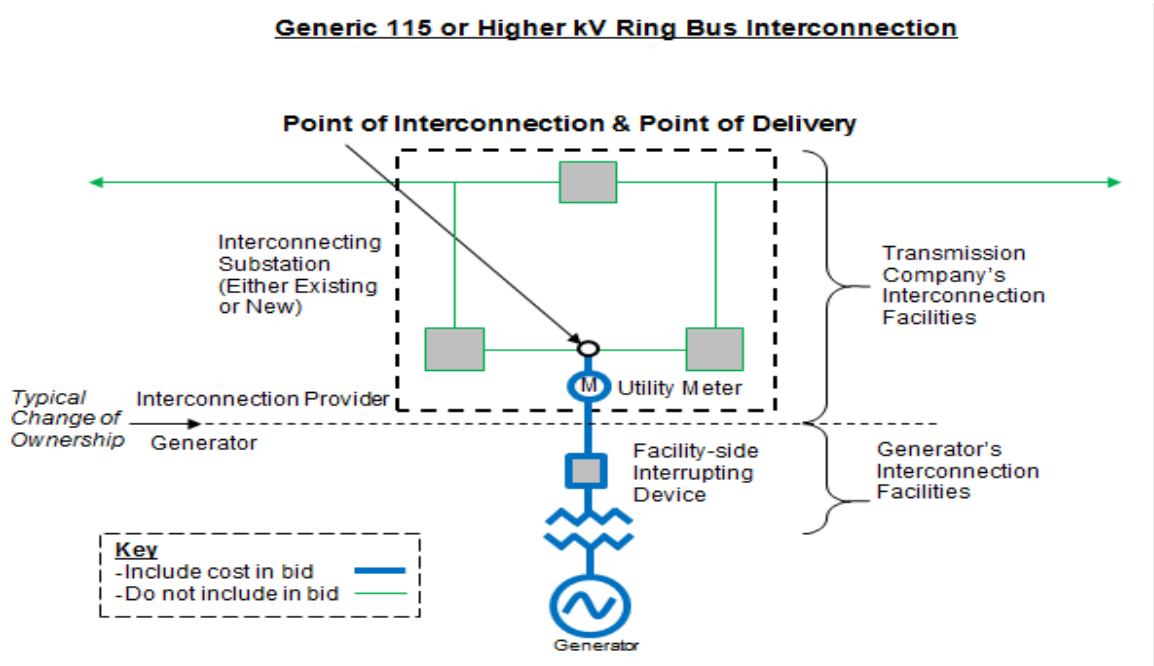
iii. If the interconnection request is still in study phase or if not in suspension but IA has not been finalized, then within 45 Days after the IA is provided to Bidder for execution, Bidder must submit a notice to proceed to initiate construction of Interconnection Facilities. Depending upon when Bidder initiates the interconnection process, Bidder may be required to enter into an engineering and procurement agreement with GPC to assume cost responsibility and allow pre-construction activities, such as engineering work and procurement of long lead-time materials, to commence prior to execution of an IA with GPC.

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

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

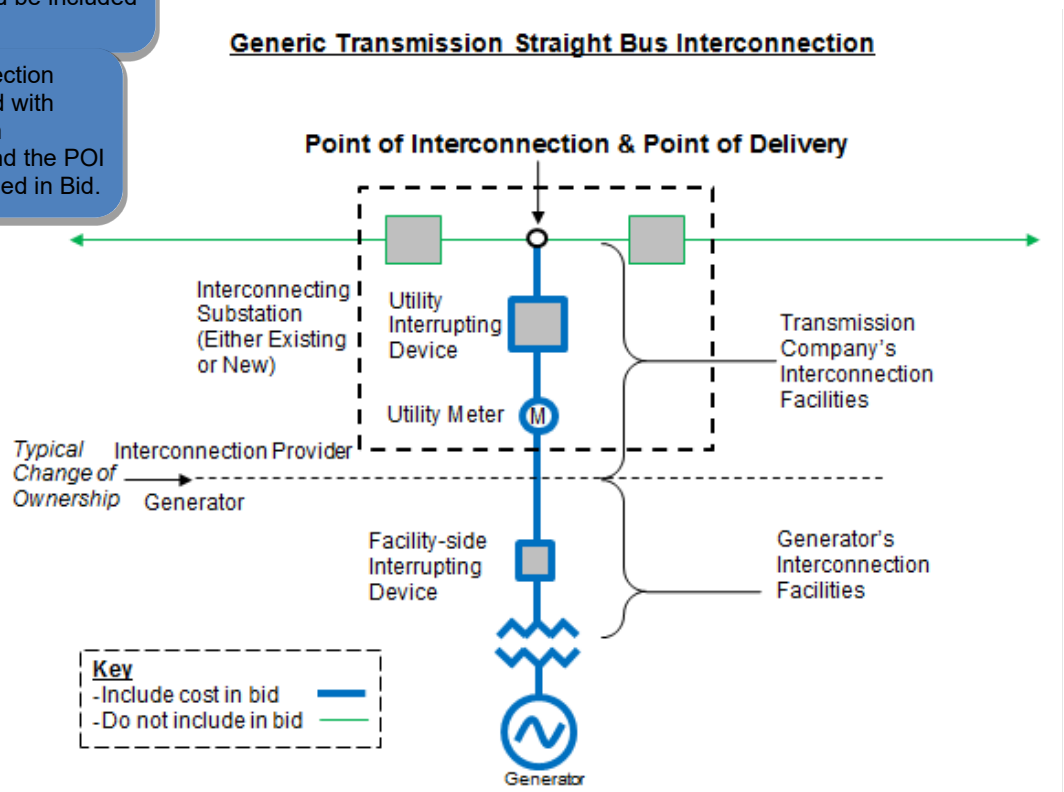
B. Sample Diagrams. The example diagrams below are offered to assist Bidder in determining where the POI could be located for its Facility.

C. Additional Information. Information regarding interconnection to the Southern Company Transmission System may be found at Southern Company's OASIS website at http://www.oatioasis.com/SOCO/index.html. Information about Seller's interconnection under the Southern OATT (which can be found in the *Generator Interconnection* folder on the Southern Company OASIS home page. A few examples of documentation include Interconnection Requirements for Inverter-Based Generation, Generator Interconnection Business Practices, and Inverter-Based Electric Storage Operating Policy. If Bidder needs further clarification, please use the question and answer process available on the IE Website.

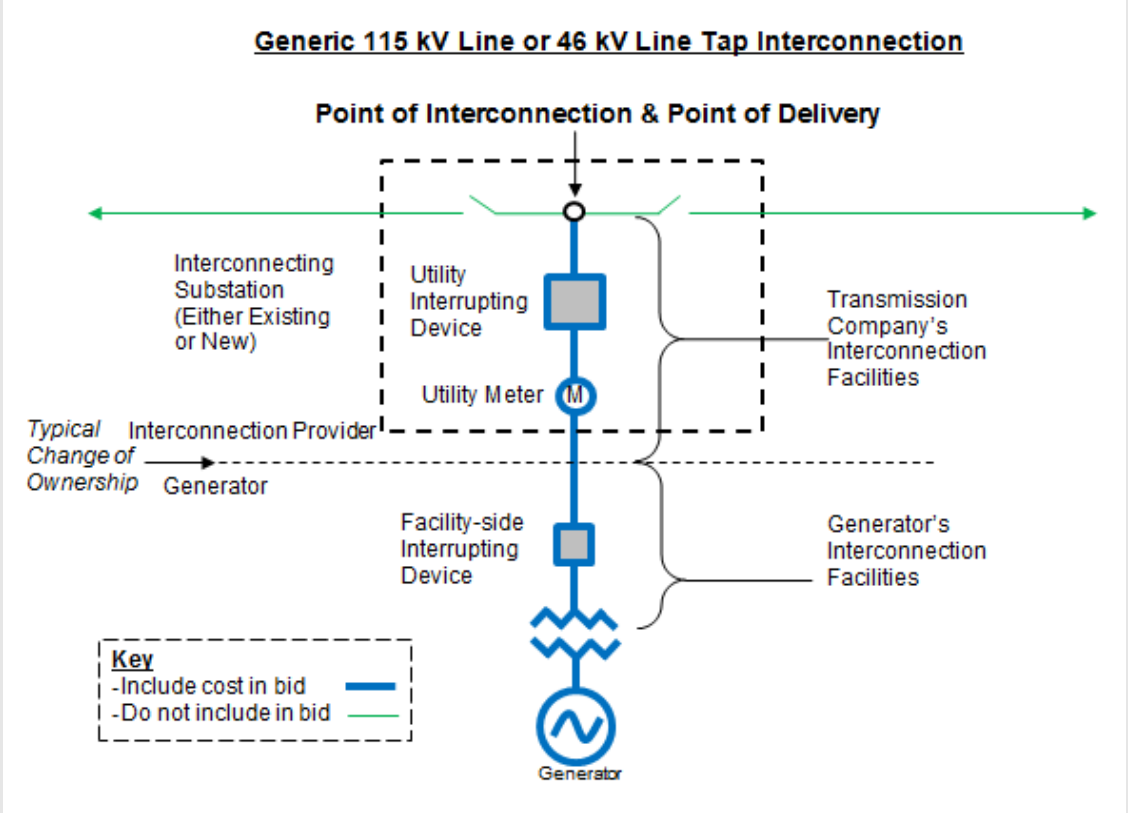


* Any interconnection costs associated with Affected System Upgrades beyond the POI should be included in Bid.

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



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



3. Interconnection to the Electric System of an ITS Participant (>40 kV)

The following requirements apply to a Bid for a Facility interconnecting with the transmission system of an ITS Participant (GTC, MEAG Power, or Dalton) with the Point of Interconnection at greater than 40 kV.

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

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

3.3. Interconnection Impacts. Interconnection impacts to the Electric System are unique to the specific design and location of each Facility and may require new or modified equipment beyond the POI. If a Facility is interconnecting with an ITS Participant, GPC will not impute to the Bid any costs for any new or modified ITS Participant-owned transmission Interconnection Facilities beyond the POI. Those costs must be determined by Bidder and may be included in the Bid price. However, any costs beyond the POI on the Southern Company Transmission System (i.e., one of the Southern Companies is an Affected System) will be imputed to the Bid during the Bid evaluation and should not be included

in the Bid price. If a Winning Bidder incurs interconnection-related costs for new or modified equipment beyond the POI on the Southern Company Transmission System, Bidder must provide Upgrade Security for design, procurement, and installation of that equipment. However, the Upgrade Security will be returned to Bidder after the Facility achieves Commercial Operation or Closing occurs, as applicable. Any costs associated with ITS Participant-owned Interconnection Facilities or other Affected System Upgrades are solely Bidder's responsibility and may be included in the Bid price.

3.4. Delivery Impacts. From the Bids advanced to the Competitive Tier, GPC will develop a cost estimate for Electric System improvements, if any, to the Southern Company Transmission System, the Georgia ITS, or both necessary to deliver the Energy from the POI to GPC's customers. These costs will be included in evaluating the economics of the Bid. If Electric System improvement costs are anticipated to be incurred by GPC to deliver the full output of the Facility, Bidder must, by the date set forth in the Solicitation Schedule, deliver to GPC Upgrade Security in the amount of the costs to make the improvements as determined by GPC as of the effective date of the Awarded Contract. No later than six months after the effective date of the Awarded Contract, GPC will complete a more detailed analysis of its cost determination and will notify Seller of any change required to the amount of Upgrade Security Seller will update the amount of the Upgrade Security (either by amending the Upgrade Security or by providing replacement Upgrade Security) within 10 Business Days after receiving the updated cost information from GPC. GPC may draw upon the Upgrade Security in the event of early termination of the PPA prior to Commercial Operation or early termination of an APA or BTA prior to Closing, as applicable. After the Facility achieves Commercial Operation or Closing, GPC will return the Upgrade Security to Seller.

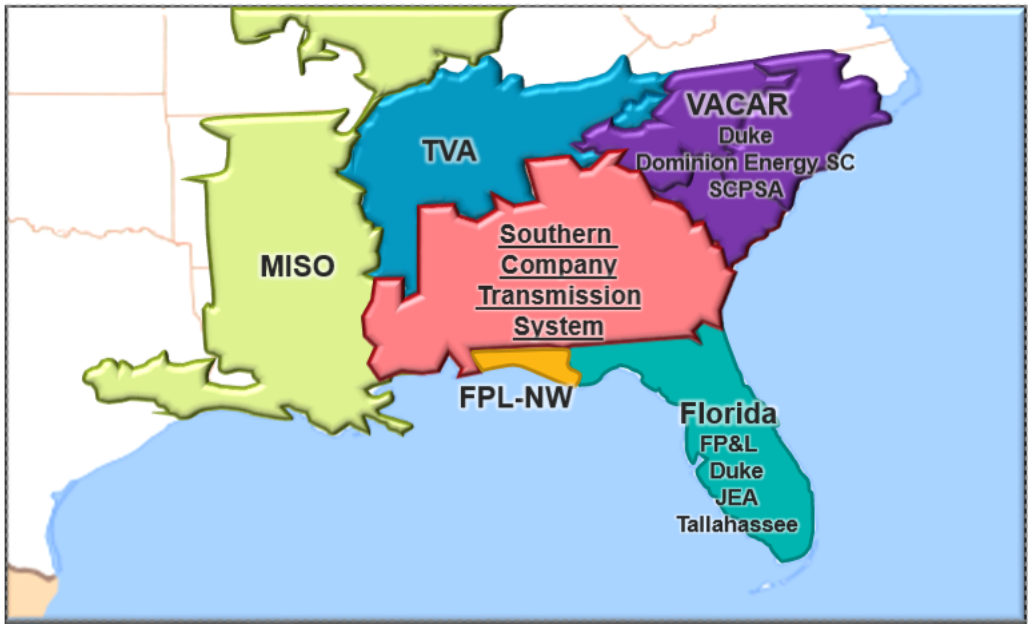
4. Interconnection Outside Both the Southern Company Transmission System and Georgia ITS

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

4.1. Bidder Cost and Compliance Responsibility. Bidder is responsible for all costs and risks, including interconnection and delivery, and coordination necessary to transmit Energy from the Facility to the selected Southern Transmission Interface, if necessary. For the avoidance of doubt, these costs can include transmission and distribution costs, scheduling costs, generation and energy imbalance costs, congestion charges, operating reserve charges, and the costs of rights to utilize the Electric System. Each Bidder must procure Firm Transmission Service for the full output of the Facility to effectuate delivery to the selected Southern Transmission Interface. Each Bid must identify the Southern Transmission Interface to which the Facility will deliver. Bidder is responsible for determining all transmission-related rules, practices, and policies with which it must comply for both interconnection and delivery to the selected Southern Transmission Interface.

4.2. Delivery to Southern Transmission Interface. GPC encourages each Bidder to begin any TSR process from the POI to the selected Southern Transmission Interface as early as possible. In any event, in order to procure the required Firm Transmission Service, Bidder must initiate the TSR process with the appropriate provider no later than seven Days after notification that the Bid has advanced to the Short List. Bidder must describe in its Bid its ability to meet the RCOD or RCD, as applicable, based upon the applicable Firm Transmission Service process timeline for delivery to the selected Southern Transmission Interface.

For this 2023 RFP, a Southern Transmission Interface is defined as a point where the Southern Company Transmission System connects to a neighboring Transmission Service Provider and can receive Firm Transmission Service deliveries from the Transmission Service Provider. The Southern Transmission Interface has five primary interfaces: TVA, VACAR, Florida, MISO, and FPL-NW. ***For the avoidance of doubt the map below is not intended to indicate that the Georgia ITS, PowerSouth Energy Cooperative, or Crisp County, Georgia are included in the*** Southern Company Transmission System***.***



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

4.3. Interconnection Impacts. Interconnection costs for a Facility not interconnecting directly to the Southern Company Transmission System or to the Georgia ITS will not be imputed to the Bid during the Bid evaluation and all those costs and risks are Bidder's responsibility. However, if GPC or one of its regulated electric utility Affiliates (Alabama Power or Mississippi Power) has transmission impacts and incurs costs for a Facility not interconnecting to the Southern Company Transmission System the costs will be imputed to the Bid. If GPC or one of its regulated Affiliates (Alabama Power or Mississippi Power) has Affected System transmission impacts, Bidder must provide Upgrade Security for any new or modified equipment on the Southern Company Transmission System beyond the POI. However, the Upgrade Security will be returned to Bidder after the Facility achieves Commercial Operation, or Closing, as applicable.

4.4. Delivery Impacts. From the Bids advanced to the Competitive Tier, GPC will develop a cost estimate for Electric System improvements, if any, to the Southern Company Transmission System, or the Georgia ITS, or both necessary to deliver the Energy from the selected Southern Transmission Interface to GPC's customers.[4] These costs will be imputed to the Bid when evaluating the economics of the Bid. If Electric System improvement costs are anticipated to be incurred by GPC to deliver the full output of the Facility, the Bidder must, by the due date set forth in the Solicitation Schedule, deliver to GPC Upgrade Security in the amount of the costs to make the improvements as determined by GPC as of the effective date of the Awarded Contract. No later than six months after the effective date of the Awarded Contract, GPC will complete a more detailed analysis of its cost determination and will notify Seller of any change required to the amount of Upgrade Security. Seller will update the amount of the Upgrade Security (either by amending the Upgrade Security or by providing replacement Upgrade Security) within 10 Business Days after receiving updated cost information from GPC. GPC may draw upon the Upgrade Security in the event of early termination of the PPA prior to Commercial Operation or early termination of an APA or BTA prior to Closing, as applicable. After the Facility achieves Commercial Operation or Closing, GPC will return the Upgrade Security to Bidder.

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

5. Interconnection and Delivery Costs Imputed.

In all instances Seller will be responsible for interconnection costs from its Facility up to the POI. The table below reflects a summary of interconnection and delivery costs beyond the POI that will be either imputed to the Bid or borne by Seller.

	Interconnection to Southern Company Transmission System	**Interconnection to the Electric System of an ITS Participant**	**Interconnection to** an Electric System outside the SBAA
Costs *IMPUTED* to Bid Evaluation	Interconnection costs in Southern Company Transmission System beyond the POI Delivery costs within STT (Southern Company Transmission System + Georgia ITS)	Interconnection costs beyond the POI related to upgrades on Southern Company Transmission System Delivery costs within STT (Southern Company Transmission System + Georgia ITS)	Delivery costs within STT (Southern Company Transmission System + Georgia ITS)
Costs *NOT IMPUTED* to Bid Evaluation (cost borne by Seller)	Any interconnection costs beyond the POI with an ITS Participant or other Affected System	Any interconnection costs other than those related to upgrades on Southern Company Transmission System	All interconnection costs Any delivery costs to Southern Transmission Interface

6. The table below lists Georgia ITS substations that may have capacity for interconnection of Seller's Facility.

Georgia ITS Substations for Potential Interconnection of Seller's Facility		
ADAMSVILLE	HARTWELL ENERGY	PORTLAND
ALPHARETTA	HOLLY SPRINGS	POSSUM BRANCH
ASHFORD	JONESBORO	ROOPVILLE
BANKS CROSSING	KLONDIKE	ROSWELL
BAY CREEK	LGE MONROE	STOCKBRIDGE
BETHABARA	MCDONOUGH	SUWANEE
BUZZARD ROOST	MONROE	TRIBUTARY
CARTERSVILLE	MOON ROAD	UNION CITY
CLARKSBORO	OCEE	VILLA RICA
CLARKSTON	OLA	WEST MARIETTA
CORN CRIB	PARKAIRE	WINDER PRIMARY
DOYLE	PONCE DE LEON	
EAST SOCIAL CIRCLE	POND FORK	

EXHIBIT C - ENVIRONMENTAL SITE ASSESSMENT REQUIREMENTS

All Bid Submittals

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

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

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

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

Environmental Assurances Due at Competitive Tier Identified Date

GPC requires assurances from each Bidder that due diligence concerning the protection of project-related environmental factors has been conducted and will continue to be observed throughout the PPA Term, until Closing of an APA, or until completion of Seller's obligations under a BTA, as applicable. Efforts must be made by Bidder to avoid environmental impacts, but where impacts are unavoidable, efforts must be made by Bidder to minimize and mitigate environmental impacts accordingly. Therefore, Bidder is required at a minimum to address the above factors with its Bid to allow GPC to independently assess what potential environmental impacts may result from construction and operation of the Facility. Environmental assurances should be submitted once the Bid advances to the Competitive Tier. Failure to address the items below will result in an incomplete Bid and possibility of rejection.

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

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

A. Waters of the United States

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

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

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

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

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

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

B. State Waters and Protected Buffers

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

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

C. Cultural Resources

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

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

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

   Other online resources include:

   - Atlanta-region historic resources data made available through the Georgia Association of Regional Commissions;
   - Historic maps (e.g., topographic, soil, and highway) and aerial photographs that can be utilized to determine the potential for unrecorded archaeological and architectural resources;
   - FindAGrave.com and other online cemetery aggregate sites;
   - Publicly available tax parcel information that may indicate a cemetery or a historic structure; and
   - Battlefield core and study areas established by the American Battlefield Preservation Program and the Civil War Sites Advisory Commission.

2. A completed cultural resource study is recommended.

   - Any completed cultural resources study should conform to the Georgia Council of Professional Archaeologists' *Georgia Standards and Guidelines for Archaeological Investigations* (2019) and industry standard practices for architectural surveys.
   - If no field cultural resources study is completed, documentation of why is required.

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

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

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

1. A completed survey for both federal and state protected species as well as species of special concern.
2. A preliminary Site plan/figure showing the location of species findings and sensitive environmental features in relation to proposed panels or areas of land disturbance.
3. Documentation of Bidder's engagement with the Georgia DNR, or applicable equivalent Governmental Authority, requesting consultation on Site surveys and Site design to avoid Sensitive Environmental Features, if present. Even though all associated Species of Special Concern might not be legally protected, GPC is engaged with agency and private partners in landscape-scale conservation strategies designed to help preclude the need for additional listings under the federal Endangered Species Act, so Bidder's demonstrated consideration of these species is important to GPC.
4. Documentation of Bidder's engagement with USFWS requesting consultation on Site surveys and Site design.
5. If avoidance of Species of Special Concern and Sensitive Environmental Features is not possible and relocation or "take" is necessary, documentation of appropriate agency concurrence of the actions is required
6. All permits and relevant correspondence from USFWS and the Georgia DNR, or applicable equivalent Governmental Authority, that outline any opinions, recommendations, and subsequent desired actions, as well as documentation of compliance with agency input.

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

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

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

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

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

H. APA and BTA Submission Requirements. If the Bid is for an APA or a BTA, the following items must be submitted to GPC prior to execution of an Awarded Contract. If any of the items below are unavailable, then Bidder must provide an explanation of why those items are unavailable.

1. Initial Site Planning and Due Diligence Reports and Documentation

- Phase I Environmental Site Assessment
- Documentation of any remediation of Phase I ESA Findings
- Documentation/Findings of Jurisdictional Waters (WOTUS)
- U.S. Army Corps of Engineers approved jurisdictional verification determination
- Documentation/Findings of Species of Special Concern
- Documentation/Findings of Cultural Resources (Archaeological & Historical)
- Section 404 of the CWA Permit Submissions & Approvals
- Section 7 Consultation Coordination/Documentation (if applicable)
- Section 106 Consultation (if applicable)
- Coordination/Permitting with GA Coastal Resources Division (as applicable)
- USACE/USFWS/SHPO/GA DNR/CRD Coordination
- Design plans that show avoidance and/or impacts to environmental sensitivities
- Erosion and Sedimentation Control Final Design Plans (Signed)
- GA EPD NPDES General Permit/Notice of Intent (NOI) Permits
- Land Disturbance Permits
- Approved Stream Buffer Variance Permits
- Stormwater Pollution Prevention Plan

2. Construction Documentation

- Stormwater Inspection Reports
- Copies of site log books
- Copies of any notices of violation (NOV) received
- Documentation of remediation/resolution of NOVs

3. Post-Construction Documentation

- GA EPD Notice of Termination (NOT) Permits

4. Other

- Documentation the Site is in good-standing with all agencies and permits
- Permission for GPC to conduct independent site reconnaissance to verify data provided and to ensure compliance obligations are being appropriately met, as described/acknowledged by the Seller
- Documents/records of any adjacent land-owner complaints and/or engagement
- If any of the above items are not available, a detailed description of why is to be provided
- If the Facility is not located in the state of Georgia, allowance for the appropriate operating company of the Southern Companies to review and approve compliance requirements within the applicable state

I. References & Tools

1. GPC has created an “Environmental Guidance Document” that includes environmental considerations and resources that are designed to help a bidder meet the environmental requirements of this 2023 RFP. This document is located as a supplemental document on the IE Website.

2. Bidders must review the Required BMPs and Recommended Best Practices to assess and consider how the Required BMPs and Recommended Best Practices might apply to their Bid, including with respect to the Facility and Site design, impacts on neighbors, and specifical environmental features of the Site or the Facility.

EXHIBIT D - ENVIRONMENTAL COMPLIANCE AFFIDAVIT

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

RE: CARES 2023 Utility Scale Renewable RFP – Environmental Compliance

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 CARES 2023 Utility Scale Renewable RFP, #BidderLegalName#, a #OrgState# #limited liability company# ***OR*** #OtherOrgStructure# ("**Bidder**"), is submitting one or more Bids for consideration to fulfill a portion of CARES 2023 Utility Scale Renewable RFP (the "**RFP**") on behalf of the party to execute an Awarded Contract with GPC. Capitalized terms undefined in this Affidavit have the meaning assigned in the RFP.

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

Bidder hereby represents, warrants, and covenants the following:

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

2. The Site/Facility and Seller will, #during the PPA Term# ***OR*** #until Closing# ***OR*** #until completion of Seller's obligations under the BTA#, comply with all applicable federal, state, or local environmental laws and requirements, including obtaining or renewing all applicable state and federal environmental permits with respect to the design, construction, ownership, operation, maintenance, and decommissioning (if applicable) of the Facility. Seller's compliance with environmental laws includes (i) the performance of all studies required or recommended under environmental laws to assess the impacts of the Facility on the environment, wildlife, or cultural resources; and (ii) the mitigation of environmental impacts, including all requirements to seek, obtain, maintain, comply with and, as necessary, renew or modify from time to time, all applicable certificates, licenses, permits, Governmental Authority approvals, environmental certificates, and environmental impact analyses, and if applicable, the mitigation of environmental impacts, including any mitigation measures to reduce or avoid impacts to environmental, wildlife, or cultural resources, including any species conservation strategy or conservation agreement and any cultural resources treatment plan. Seller will be responsible for all costs, expenses, charges, and fees in connection with same;

3. Seller will maintain all required federal, state, or local environmental permits #during the PPA Term# ***OR*** #until Closing# ***OR*** #until completion of Seller's obligations under a BTA#;

4. Bidder or Seller, as applicable, will promptly notify GPC in writing of any material change in the status of Bidder or Seller's environmental compliance #during the PPA Term# ***OR*** #until Closing# ***OR*** #until completion of Seller's obligations under a BTA#;

5. Bidder and Seller will avoid environmental impacts, if possible, and will mitigate unavoidable environmental impacts as required under federal, state, or local regulations for #during the PPA Term# ***OR*** #until Closing# ***OR*** #until completion of Seller's obligations under a BTA#;

6. Seller will not make any change fundamentally altering the preliminary Site plan of the Facility in a manner that will result in a significant environmental/cultural resource impact;

7. Seller will #during the PPA Term# ***OR*** #until Closing# ***OR*** #until completion of Seller's obligations under a BTA# on a regular basis, or as otherwise may be required by any Governmental Authority, review and maintain and comply with all BMPs in connection with the design, construction, ownership, operation, maintenance, and decommissioning (if applicable) of the Facility;

8. If #during the PPA Term# ***OR*** #prior to Closing# ***OR*** #until completion of Seller's obligations under a BTA# Seller (i) is notified of its failure to comply with, (ii) fails to comply with, or (iii) otherwise becomes aware that it is not in compliance with, any BMPs, Seller will take steps to regain compliance in accordance with any requirements of any applicable Governmental Authority or otherwise as promptly as commercially practicable. Seller will review all updates to, and any new, BMPs on a regular basis and will take steps as may be required to comply with any new or updated BMPs; and

9. If any species surveys or studies indicate that a direct or indirect taking of wildlife listed as threatened, endangered, or other special status under environmental laws, or any impacts to habitat of such wildlife, will occur as a result of development or construction activities (including due to grading, ground disturbance, tree clearing, or nest removal) or during operation of the Facility, Seller will consult with the relevant Governmental Authority to determine whether incidental take authorization or a species habitat conservation or management plan is required under environmental laws for the Facility or the Site. If required by any permit, Seller will develop and share with GPC a plan for addressing those impacts. During development and construction of the Facility, any wildlife protected by environmental laws discovered on the Site will be reported in accordance with any applicable conservation or management plans.

10. If this Bid advances to the Competitive Tier, Bidder agrees to provide GPC Environmental Assurances by the due date noted in the Solicitation Schedule.

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

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

#BidderLegalName#

By: _____

Name Printed: _____

Title: _____

Date: _____

State of _____

County of _____

On this _____ day of _____, _____, before me appeared #BidderLegalName#, the person who signed the preceding Environmental Compliance Affidavit in my presence and who swore or affirmed that the person understood the document and freely declared it to be truthful.

_____
Official Signature of Notary

State of _____ **County of** _____

Official Seal of Notary

***My Commission Expires*:**

EXHIBIT E - FORM SITE CONTROL AFFIDAVIT

[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 RFP – Site Control

[Bid No. XXX-XX]

Ladies and Gentlemen:

In accordance with the provisions of the Georgia Power Company ("**GPC**") CARES 2023 Utility Scale Request for Proposals for Renewable Generation ("**2023 RFP**"), #BidderLegalName# a ***OR*** an #OrgState# #limited liability company# ***OR*** #OtherOrgStructure# ("**Bidder**") submits this Site Control Affidavit ("**Affidavit**") in support of Bid [XXX-XX] on its own behalf and on behalf of the counterparty ("**Seller**") that will execute the #Power Purchase Agreement ("**PPA**")# ***OR*** #Asset Purchase Agreement ("**APA**")# ***OR*** #Build Transfer Agreement ("**BTA**")#. For Bidder to be eligible for participation, Bidder or Seller, 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 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 2023 RFP Exhibit E (*Form of Site Control Affidavit and Landowner Confirmation*) template, revised to address ICF Site only)

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

   ☐ (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 Seller and the owner or lessor of the Site)

   ☐ (c) Holds an option to purchase the Site (under a current binding written agreement between Seller 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 Seller express rights to construct, install, operate, maintain and repair the Facility at the Site.

   If Bidder or Seller 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# ***OR*** #Facility Design Life#.

4. To the extent not otherwise addressed in Paragraph 2 above, Bidder or Seller 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# ***OR*** #Facility Design Life#.
5. The Site is adequate for the Facility and lawfully zoned for the Facility, or if not already appropriately zoned, Bidder or Seller agrees to obtain appropriate zoning, and any and all other governmental approvals required for use of the Site, before Seller's execution of the #PPA# ***OR*** #APA# ***OR*** #BTA#.
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 Notary

***My Commission Expires*:**

Landowner Confirmation

If Bidder or Seller 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 Seller, 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 Seller 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 Seller's Site Control during the stated term of the #PPA# ***OR*** #APA# ***OR*** #BTA#.

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# ***OR*** #APA# ***OR*** #BTA#.

#LandownerLegalName#

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

By: _____

Name Printed: _____

Title: _____

Date: _____

On this _____ day of _____, 20___ , before me appeared #LandownerLegalName#, the person who signed the Landowner Confirmation 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 Notary

***My Commission Expires*:**

EXHIBIT F – VIE CERTIFICATION

BID – _____.

The undersigned individual, being the Chief Financial Officer[5] of #BidderLegalName# a ***OR*** an #OrgState# #limited liability company# ***OR*** #OtherOrgStructure# ("**Bidder**") and [having responsibility/based on information I have received from individuals responsible] for financial accounting matters associated with the Power Purchase Agreement ("**PPA**") that Bidder would enter with Georgia Power Company ("**GPC**") if Bidder is a Winning Bidder under the CARES 2023 Utility Scale Renewable RFP (the "**2023 RFP**"), certifies that the Bid WILL (_____)/WILL NOT (_____) require Bidder, at any time over the proposed PPA term and based on U.S. Generally Accepting Accounting Principles in effect as of the date of this certificate, to deconsolidate on its books and records any assets, liabilities, cash flow, profits, or losses of Bidder as a result of GPC being determined to be the Primary Beneficiary. My determination of the most likely accounting treatment of this transaction results from my personal consideration, after necessary discussions with relevant officers, of Accounting Standards Codification ("**ASC**") Topic 810, Consolidation, and the following factual matters:

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

   _____Yes

   _____No (please explain)

   Explain:_____

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

   _____Yes

   _____No (please explain)

   Explain:_____

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

   _____Yes

   _____No (please explain)

   Explain:_____

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

   _____Yes

   _____No (please explain)

   Explain:_____

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

   _____Yes

   _____No (please explain)

   Explain:_____

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

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

   _____Yes

   _____No

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

   _____Yes

   _____No

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

   _____Yes

   _____No

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

   _____%

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

    _____Yes

    _____No

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

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

Certification

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

#BidderLegalName#

By:_____

Name: _____

Title (if applicable): _____

Date: _____

EXHIBIT G – FINANCE LEASE CERTIFICATION

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

BID -_____

The undersigned individual, being the Chief Financial Officer[6] of #BidderLegalName# a ***OR*** an #OrgState# #limited liability company# ***OR*** #OtherOrgStructure# ("**Bidder**") and **[having responsibility/based on information I have received from individuals responsible]** for financial accounting matters associated with the Power Purchase Agreement ("PPA") resulting from the acceptance of this Bid by Georgia Power Company ("**GPC**"), based on my personal consideration, after necessary discussions with relevant officers, of factual matters hereby certifies the following, based on my understanding of ASC Topic 842 Leases.

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

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

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

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

Certification

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

#BidderLegalName#

By:_____

Name: _____

Title (if applicable): _____

Date: _____

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

EXHIBIT H - DIVERSITY, EQUITY & INCLUSION CERTIFICATE

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

RE: CARES 2023 Utility Scale Renewable RFP – Diversity, Equity & 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 the CARES 2023 Utility Scale 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 CARES 2023 Utility Scale RFP, which may result in Bidder being awarded a #Power Purchase Agreement ("**PPA**")# ***OR*** #Asset Purchase Agreement# ***OR*** #Build Transfer Agreement# with Georgia Power Company ("**GPC**"). Capitalized terms used but not defined in this Certificate have the meanings set forth in the CARES 2023 Utility Scale 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 CARES 2023 Utility Scale 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 hereby certify that the information Bidder has provided in this Certificate 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.

#BidderLegalName#

By: _____

Name Printed: _____

Title: _____

Date: _____

EXHIBIT I - OVERVIEW OF BID EVALUATION

I. Overview

Each Bid submitted into this 2023 RFP will be evaluated and ranked based on the levelized total net benefits to GPC's customers on a dollar per MW hour ($/MWh) basis. The total net benefit of a Bid is calculated by subtracting the costs customers will pay if the Bid advances from the projected costs customers would otherwise incur if the Bid were not advanced. GPC will consider, as part of its Best Cost Analysis, (i) the Contract Energy Price; (ii) the Purchase Price; (iii) the Projected Avoided Costs pursuant to the RCB Framework (iv) any transmission and distribution costs; and (v) will perform a portfolio analysis to consider the impact of those costs. These evaluation components are described in further detail below.

II. Contract Energy Price

For PPAs, the primary component of costs to be included in GPC's Best Cost Analysis would be the Contract Energy Price paid by GPC to the Seller for the Renewable Energy. Per the terms of the pro forma PPAs, this price may be adjusted depending on the performance of the Facility throughout the PPA Term. GPC's evaluation assumes 100% of the Facility's Profile is delivered.

For all Bids, the Annual Energy Contract Amount for each Annual Period will be equal to the Energy in the Profile submitted by Bidder. The annual Energy in subsequent Annual Periods, beginning with the second Annual Period, should decrease according to the degradation Profile submitted in the Bid. GPC will perform its own analysis of the data provided to ensure reasonableness of the Bid.

III. Purchase Price

For APAs and BTAs, the primary component of the costs to be included in GPC's Best Cost Analysis would be the Purchase Price (as set forth in the APA or BTA) paid by GPC to Seller for the Facility. GPC will perform due diligence on any Bid for an APA or BTA to ensure reasonableness of the Bid. In addition, where applicable, for APAs and BTAs, costs for ongoing operations and maintenance will be considered by GPC in its Best Cost Analysis.

IV. Projected Avoided Costs

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

A. Generation Costs – Determining the Deferred Generation Capacity Costs

The deferred generation capacity cost is a measure of the costs associated with a Facility's availability during periods where generation capacity would most likely be needed to meet customer demand and will be calculated as below.

1. The equivalent kW capacity of the Facility will be determined based on the effective load carrying capability ("ELCC") which will be determined by the process approved by the Commission in the GPC 2022 IRP pursuant to Docket No. 44160.

   During the summer months, GPC's peak load hours tend to occur between 3:00 PM ET and 6:00 PM ET. During winter months, GPC typically experiences two peaks, one in the early morning (6:00 AM – 8:00 AM ET) and one in the late evening (5:00 PM – 7:00 PM ET). During the spring and fall months, GPC's loads are relatively flat over the daytime hours.

2. The projected avoided generation capacity cost for an Annual Period in dollars ($) is determined by multiplying the equivalent capacity of the Facility as determined in Step 1 in kW times the annual avoided capacity rate in dollars per kilowatt-year ($/kW-yr.). The avoided

capacity rate is zero until GPC's year of capacity need. The avoided capacity rate is then set to the economic carrying cost of a combustion turbine.

3. The projected avoided generation capacity cost for each Annual Period is converted to $/MWh by dividing the annual costs from step 2 by the annual MWh for each Annual Period (using Bidder's provided output for a given Annual Period and with assumed degradation as appropriate) of the Bid.

B. Generation Costs – Determining the Avoided Energy Costs

Each Bid's contribution to reducing the aggregate annual system generation fleet fuel and variable cost will be calculated by multiplying the projected hourly avoided energy rates in $/MWh by the Facility's Profile in MWh for each Annual Period based on Bidders provided Profile. In any case, the Generating Capacity will serve as the maximum output of the Facility for a Bid that includes a Storage Device. The Profile submitted by Bidder will be adjusted to account for transmission losses.

C. Integration Costs

In accordance with the RCB Framework, as approved by the Commission in Docket No. 44160, and, depending upon the renewable generation technology and inclusion of a Storage Device, if applicable, associated with each Bid, there will be a $/MWh cost modifier attributed to the Bid to account for costs arising from actions taken by system operators to respond to the additional volatility on the system from the intermittent nature of renewable resources. These costs will vary by renewable generation technology and inclusion of a Storage Device if applicable and will be applied to each Annual Period's total generation MWh using the Profile submitted by the Bidder for a given Annual Period, and the applicable degradation, as appropriate, of the Bid.

D. Renewable Energy Credits

In accordance with the RCB Framework, as approved by the Commission in Docket 44160, there will be a $/MWh renewable energy credit (REC) component attributed to the Bid to account for the forecasted value of RECs associated with renewable generation. The same REC forecast will be utilized for all renewable generation technologies and will be applied to each Annual Period's total generation MWh using the Profile submitted by the Bidder for a given Annual Period, and the applicable degradation, as appropriate, of the Bid.

V. Evaluation of Transmission/Distribution System Impacts of Bids

An assessment of the transmission/distribution impact of each Bid is an integral part of the total cost analysis. Each Bid is evaluated from a transmission/distribution perspective to assess the additional investment to the existing transmission/distribution systems required to interconnect and deliver the proposed generation to GPC's customers from the COD through the PPA Term or the Facility Design Life, as applicable.

For Bid evaluation purposes, the cost that would be borne by GPC of the transmission/distribution improvements over the PPA Term or the Facility Design Life, as applicable is imputed to the Bid.

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

VI. Due Diligence Portfolio Analysis

Portfolio analysis will be necessary if the potential Short List includes Facilities connecting to the Electric System such that the transmission/distribution cost of one Bid impacts the transmission/distribution cost of another Bid. In that case, evaluations of the combined effects of the Bids would be necessary to select the best combination of Bids.

VII. Evaluation of Proposals with Unequal Contract Term Lengths

GPC will consider Bids proposing (i) PPAs in the form of **Exhibit K-1** (*Pro Forma Energy Only PPA*) or **Exhibit K-3** (*Pro Forma CFE-ATC PPA*) with a PPA Term of 15, 20, 25, or 30 Annual Periods; (ii) PPAs in the form of **Exhibit K-2** (*Pro Forma Energy with Storage PPA*) with a PPA Term of 15, 20, or 25 Annual Periods; (iii) APAs for Existing Facilities with a Facility Design Life of 15, 20, 25, or 30 Annual Periods; or (iv) BTAs for Build Transfer Facilities with a Facility Design Life of no fewer than 30 Annual Periods. For evaluation of Bids with unequal contract PPA Term lengths or Facility Design Life lengths, GPC will utilize its Projected Avoided Costs to enable evaluation of Bids on an equivalent basis, given the unequal PPA Term or Facility Design Life lengths, which is consistent with how GPC has evaluated Bids with different length terms in prior procurements.

EXHIBIT J – BID ASSIGNMENT GUIDELINES

1.1 Overview.

1.1.1 A Bid may only be assigned, including any assignment of a previously assigned Bid to the original Bidder, with the prior written notice to and consent of GPC in accordance with the requirements of this **Exhibit J** (*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 J** (*Bid Assignment Guidelines*) and agree to the *Request for Georgia Power Company's Consent to Bid Assignment* included as Attachment 1 to this **Exhibit J** (*Bid Assignment Guidelines*) ("**Consent Request**").

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

1.2 Notice and Consent Requirements.

1.2.1 Notice Requirements.

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

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

1.2.2 Consent by GPC. Bidder may not assign any Bid without GPC's prior written consent. Any attempted Bid assignment without GPC's prior written consent, and any attempted Bid assignment after the Competitive Tier Identified date as noted in the Solicitation Schedule, 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 RFP. GPC reserves the right to reject Bidder's Bid Assignment in its sole but reasonable discretion, including if notice is late, incomplete, or GPC determines the Bid Assignment would be contrary to the 2023 RFP or the Commission's orders relating to the 2023 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 Section 8.12 (*GPC Discretion in Contracting*) of the 2023 RFP.

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

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

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

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

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

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

D. the proposed Bid Assignee agrees to the terms of the 2023 RFP, including the waiver in its Section 8.12 (*GPC Discretion in Contracting*) and to assume all obligations of 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 additional information through the IE that GPC may request from Bidder or the proposed Bid Assignee to avoid any delays in GPC approving the Bid Assignment or GPC rejecting the Bid Assignment.

1.4 Fees. 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.

ATTACHMENT 1 TO EXHIBIT J

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 RFP

Today's Date	

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

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 6.10 (*Bid Assignment*) and RFP Exhibit J (*Bid Assignment Guidelines*). Bidder and Bid Assignee each acknowledge that the consent of Georgia Power Company ("**GPC**"), if given and evidenced by the signature of an authorized GPC representative below, will not become effective until the Effective Date of the Bid Assignment reflected in GPC's signature block below ("**Bid Assignment Effective Date**") and is contingent upon full compliance with RFP Section 6.10 (*Bid Assignment*) and RFP Exhibit J (*Bid Assignment Guidelines*) by both Bidder and Bid Assignee. In no event will a consent by GPC to the Bid Assignment obligate GPC in any way to the original Bidder or Bid Assignee regarding the evaluation of the Bid including its potential rejection. Bidder and Bid Assignee, as applicable, makes the following representations as required by RFP Section 6.10 (*Bid Assignment*) and RFP Exhibit J (*Bid Assignment Guidelines*) and provides notice to, and requests the consent of, GPC regarding the Bid Assignment:

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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 RFP Exhibit J, Section 1.3.1 (*Bid Assignee Information*).

2. **Confirmation of Assignee Information.**

   Bidder and Bid Assignee each represent and confirm the following:

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

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

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

D. The proposed Bid Assignee acknowledges and agrees to the terms of the 2023 RFP, including the waiver in Section 8.12 (*GPC Discretion in Contracting*) of the 2023 RFP and to assume all obligations of Bidder under the Bid.

3. Fees.

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

4. Miscellaneous.

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

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

Bidder Signature:

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

#BidderLegalName#

Signature of Authorized Representative

Name (*Please Print)*

Title

Bid Assignee Signature:

The undersigned proposed Bid Assignee: (i) acknowledges Bidder's Request for GPC's consent to this Bid Assignment; (ii) represents that it has a complete copy of, and has reviewed, the Bid; (iii) makes all representations, warranties, and covenants required for this Bid Assignment per all applicable terms and conditions; (iv) warrants that all representations and warranties made by Bidder in the Bid are true and correct as to the Bid Assignee as of Today's Date noted above and covenants that they will also be true and correct as of the Effective Date of the Bid Assignment; (v) acknowledges and agrees to the terms of the 2023 RFP, including the waiver in Section 8.12 (*GPC Discretion in Contracting*) of the 2023 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 actual Bid Assignment Effective Date.

#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 K – PRO FORMA PPAS

Each of the following documents are available on the IE Website and are incorporated here by this reference:

1. Exhibit K-1: Pro Forma Energy Only Power Purchase Agreement
2. Exhibit K-2: Pro Forma Energy with Storage Power Purchase Agreement
3. Exhibit K-3: Pro Forma CFE-ATC Power Purchase Agreement

EXHIBIT L – PRO FORMA APA

The pro forma Asset Purchase Agreement is available on the IE Website and is incorporated here by this reference.

EXHIBIT M – PRO FORMA BTA

The pro forma Build Transfer Agreement is available on the IE Website and is incorporated here by this reference.

EXHIBIT N – SUMMARY OF OWNERSHIP, TYPES OF FACILITIES, AND AWARDED CONTRACTS

The table below summarizes the types of Facilities that may be bid into this 2023 RFP and the resulting Awarded Contract that would be executed between the Seller and GPC, based on the ultimate owner of the Facility.

SUMMARY OF OWNERSHIP, TYPES OF FACILITIES, AND AWARDED CONTRACTS		
	Ultimate Owner of Facility	
Type of Facility	**GPC**	**Seller**
Existing Facility	APA, in the form of **Exhibit L** (*Pro Forma APA*)	PPA, in form of **Exhibit K-1** (*Pro Forma Energy Only PPA*), **Exhibit K-2** (*Pro Forma Energy with Storage PPA*), or **Exhibit K-3** (*Pro Forma CFE-ATC PPA*) The applicable PPA will depend on whether the Existing Facility includes a Storage Device, and whether it is being proposed as a CFE-ATC Resource.
Build Transfer Facility	BTA, in the form of **Exhibit M** (*Pro Forma BTA*)	Not applicable
Utility Scale Renewable Resource that is not a CFE-ATC Resource	Not Applicable	PPA, in the form of either: • **Exhibit K-1** (*Pro Forma Energy Only PPA*), if the Facility would not have a Storage Device, or • **Exhibit K-2** (*Pro Forma Energy with Storage PPA*),if the Facility includes a Storage Device
CFE-ATC Resource	Not applicable	PPA in the form of **Exhibit K-3** (*Pro Forma CFE-ATC PPA*)