

All-Source Capacity Request for Proposals for 2029–2031

#Month #Day, 2024

Issued by Georgia Power Company
241 Ralph McGill Boulevard
Atlanta, Georgia 30308
http://www.georgiapower.com

Administered by Accion, acting as the Independent Evaluator
https://gpc2029-2031all-sourcerfp.accionpower.com/

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SCHEDULE OF DEFINED TERMS AND RULES OF CONSTRUCTION

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

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.

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(s): 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 the 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 another Person has "control" of that Person. The terms "controlling" and "controlled" have meanings correlative to "control."

Affiliate Bid Team: As defined in Commission Rule 515-3-4-.04(3)(d), any GPC Affiliate that intends to submit a Bid into this All-Source 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*.

AIER: See *Associated Interchange Energy Rate*.

All-Source RFP: This All-Source Capacity Request for Proposals for 2029–2031.

Alternative Bid: Defined in Section 7.4.1 (*Alternative Bid*).

Alternate Resource: A generating resource, other than the Facility, that: (i) is connected to the Southern Company Transmission System, either directly or through other transmission systems; (ii) can be called on a first-call basis by Seller; and (iii) is reasonably reliable to meet GPC's schedule, as determined in GPC's sole judgment and as further defined in the PPA.

Ancillary Services: All commercial products other than electrical output that are produced by or related to the Facility, including Electrical Products, Environmental Attributes, any other environmental or regulatory credits, or allowances resulting from operation of the Facility, and any other 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 the benefits and entitlements in addition to electrical output that flow to the owner or operator of the Facility, whether existing as of the Effective Date or at any time during the PPA Term or Facility Design Life, belong to GPC at no additional cost to GPC. However, if a commercial product is not produced by the Facility, Seller will not be required to acquire the commercial product in the market to comply with the Awarded Contract. Ancillary Services do not include: (i) any federal, state, or local tax attributes arising from the ownership of the Facility, including investment tax credits (ITC), production tax credits (PTC), or depreciation deductions; (ii) grants instead of ITC or any similar financial payment or grant regarding the Facility or the metered electric energy output from the Facility; or (iii) the metered electric energy produced by the Facility.

Annual Period(s): Any one of a succession of consecutive 12-month periods during the PPA Term beginning on December 1st and ending on the following November 30th, except that the first Annual Period will begin on the Delivery Commencement Date and end the immediately following November 30th.

APA: See *Asset Purchase Agreement*.

ASC: The FASB Accounting Standards Codification.

Asset Purchase Agreement (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 All-Source RFP) proposing an Existing Resource.

Associated Interchange Energy Rate (AIER): The rate determined for each hour, based on the variable dispatch cost of the incremental resources that serve the collective obligations of the Southern Companies.

Automatic Generation Control (AGC): The equipment and capability of a Capacity Resource to automatically adjust energy output within the applicable balancing authority for purposes of interchange balancing, and specifically, the Capacity Resource's capability to accept a set point electronically and the automatic adjustment and regulation of the Facility's energy output to meet that set point.

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

Bid: As more fully delineated in Part 7 (*Submission Requirements*), each separate bid submitted into this All-Source RFP.

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

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

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

Bid Fee: The non-refundable $20,000 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 Participant offers its Submission.

Bid Information: The ongoing status of any Bid or potential Bid, and any information submitted, exchanged, or discussed between the Bidder, Staff, the IE, and GPC (any exchange or discussion to occur in accordance with the guidelines of this All-Source 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 (Section 1.1.1 (*Solicitation Schedule*)).

Bid Security: Security provided by Bidder for each Bid that advances to the Competitive Tier in the form of: (i) cash; (ii) Surety Bond; or (iii) a Letter of Credit, in the amount required by Section 4.7 (*Bid Security*).

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

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

Build Transfer Agreement (BTA): Build Transfer Agreement to be entered into by GPC and a Winning Bidder (or other Person identified as BTA counterparty (i.e., Seller) as allowed by this All-Source RFP).

Business Day: Any Day except: (i) Saturday; (ii) Sunday; and (iii) any Day on which banking institutions in Atlanta, Georgia are closed because of a federal holiday.

Capacity Resource: Any reliable energy resource, whether a New Resource or Existing Resource, that can meet this All-Source RFP's firmness and dispatchability requirements.

CC: Combined cycle.

Certification: The Certificate of Public Convenience and Necessity GPC will seek from the Commission under O.C.G.A. § 46-3A-4 for each Awarded Contract and any winning Company-Owned Proposal.

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, as those groups are defined by United States Small Business Administration.

Closing: The closing of the APA or BTA transaction, as will be further described in the APA or BTA.

COD: See *Commercial Operation Date*.

Comment Period: The period during which Participants and interested Persons may submit, via the IE Website, comments regarding the RFP Documents and the RFP Process, as shown in the Solicitation Schedule (Section 1.1.1 (*Solicitation Schedule*)).

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

Commercial Operation Date (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: A GPC proposal to construct, own, operate, and maintain a Facility that can deliver a portion of the resources sought by this All-Source RFP.

Company-Owned Proposal Team (COP Team): Employees or representatives of GPC or Southern Company Services, Inc. who support the development and submission of any Company-Owned Proposal and who are identified on the Commission's website and the IE Website.

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

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 Person(s) who can obtain economic value from its disclosure or use, including information furnished or disclosed to the other Party concerning Submissions into this All-Source 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 All-Source 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.

Consent: Any approval, consent, authorization, or other applicable requirement that is required regarding the Project or Facility from any jurisdictional Governmental Authority, including, without limitation, all applicable environmental certificates, licenses, permits, and approvals.

Contracted Capacity: All the Facility capacity (in MW) to be provided under the PPA.

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.

CT: Combustion turbine.

Day: Any 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 All-Source RFP.

Delay Damages: Liquidated damages, in amounts that will be stipulated in the Awarded Contract, to be paid by Seller for a failure to achieve Commercial Operation by the RCOD or Closing by the RCD, as applicable.

Delivery Commencement Date: The Commercial Operation Date and as further defined in the applicable pro forma PPA.

Diversity, Equity, and Inclusion (DEI): Participant'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 G (*Diversity, Equity, and Inclusion Certificate*), that affirms Bidder's commitment to Diversity, Equity, and Inclusion.

Due Diligence Fee: Fees that may be required for the different phases of due diligence for APA or BTA Bids, as further described in Exhibit A (*Due Diligence Phases and Fees Overview (APA and BTA Bids Only*)).

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

Effective Date: The date of full execution of the Awarded Contract, which will be the date on which GPC signs the Awarded Contract, as shown on the signature page.

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, black start capability, balancing energy, regulation service, ramping capability, reactive power and 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. 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 regarding the Facility or the metered electric energy output from the Facility; or (iii) the metered electric energy produced by the Facility.

Eligible Collateral: Either: (i) a Letter of Credit; (ii) cash deposited into a GPC Security Account by Seller; or (iii) a Seller Guaranty. However, at least 50% of any Eligible Collateral required under any Awarded Contract provision must be in the form of either a Letter of Credit or cash deposited into a GPC Security Account whenever a Seller Guarantor supplying a Seller Guaranty has an investment grade rating such that its senior unsecured debt (or issuer rating if such Person has no senior unsecured debt rating) is not rated at least: (a) BBB by S&P, if rated by S&P; (b) Baa2 by Moody's, if rated by Moody's; and (c) BBB by Fitch, if rated by Fitch, respectively. For the purposes of the immediately preceding sentence, a Person is not required to have a senior unsecured debt rating (or issuer rating if such Person has no senior unsecured debt rating) from each of S&P, Moody's, and Fitch but must have the requisite senior unsecured debt rating (or issuer rating if such Person has no senior unsecured debt rating) as set forth above from at least two of the three Rating Agencies.

Energy Storage System (ESS): An on-Site energy storage system that is interconnected to the STT at the POI.

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

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, 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 ITC or any similar financial payment or grant regarding the Facility.

Environmental Compliance Affidavit: A notarized affidavit, in the form found in Exhibit N (*Environmental Compliance Affidavit*), confirming that Bidder: (i) understands its obligation to comply with all applicable legal environmental standards and requirements regarding the Site; (ii) agrees to conduct further due diligence considering the factors presented in Exhibit M (*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 the Closing under an APA; (c) or until completion of Seller's BTA obligations, whichever applicable.

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

Escalating Pricing: Monthly pricing under the PPA that escalates each Annual Period.

ESS: See *Energy Storage System*.

ESS Submission: A Submission offering either a Standalone ESS or an ESS with Renewable Resource.

ESS with Renewable Resource: An ESS paired with a Renewable Resource.

ET: See *Eastern Time*.

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

Event of Default: A failure by Seller to perform or comply with a material term or condition of the Awarded Contract, as further defined in the Awarded Contract.

Existing Resource: A Facility that is in service before execution of an Awarded Contract.

Facility: The electric generation facility as described in the Submission (and as will be further described in the Awarded Contract), including any ESS and primary and auxiliary equipment and facilities installed at the Site necessary or used for the production, control, delivery, or monitoring of energy or for the extraction or collection of fuel. All equipment and facilities installed on Seller's side of the POI are considered part of the Facility, except for those that constitute Interconnection Facilities.

Facility Design Life: The useful life of a New Resource as of Commercial Operation under a BTA, or the remaining useful life of an Existing Resource, as of Closing under an APA, as applicable.

FASB: Financial Accounting Standards Board.

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

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 ASC Topic 842, Leases, as issued and modified from time to time by FASB.

Firm Transmission Service: Transmission service that has: (i) been procured and is held by a Seller under the applicable open access transmission tariff on each applicable Electric System for the delivery of energy from the Facility 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 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, as specified by Participant.

Georgia Integrated Transmission System (Georgia ITS): The Georgia Integrated Transmission System, which is owned individually by GPC, Georgia Transmission Corporation, Municipal Electric Authority of Georgia (MEAG Power), or Dalton Utilities, and operated as an integrated transmission system for transmitting, receiving, or distributing electric energy or capacity.

Georgia Territorial Act: The Georgia Territorial Electric Service Act (O.C.G.A. §§ 46-3-1 through 46-3-15).

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

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

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

Guarantor: A Person who, at the time of execution and delivery of its Guaranty: (i) is Creditworthy; (ii) is a Seller Affiliate; (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 the Guaranty in Exhibit H (*Form of Guaranty*) of the pro forma PPAs.

IA: See *Interconnection Agreement*.

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

IE: See *Independent Evaluator*.

IE Website: https://gpc2029-2031all-sourcerfp.accionpower.com.

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

Interconnection Agreement (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 facilities 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 at the POI 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: Georgia Transmission Corporation, MEAG Power, or Dalton. As used in this All-Source RFP, ITS Participant excludes GPC.

kW: Kilowatt (AC).

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

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).

MWh: Megawatt-hour (AC).

NERC: The North American Electric Reliability Corporation, including any successor and subdivisions.

New Resource: A Facility that is not yet fully constructed nor interconnected and capable of delivering energy to the POI at the time of Awarded Contract execution or Company-owned Proposal Certification.

Nominal Capability: The nameplate capacity of the Facility, representing the maximum output or performance under ideal conditions.

NOx: Nitrogen oxides.

NOx Allowances: Allowances required by any Governmental Authority or Consent for NOx emissions, as further described in the CC PPA.

O&M Costs: Operation and maintenance costs.

OASIS: Southern Company's Open Access Same Time Information System web site (located at https://www.oasis.oati.com/SOCO).

OATT: Open Access Transmission Tariff.

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

Participant: Bidder or the COP Team, as applicable. "**Participants**" refers collectively to Bidders and the COP 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.

POI: See *Point of Interconnection*.

Point of Delivery (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 (POI): The point where 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 (i.e., Seller) as permitted by this All-Source RFP), in the form of the applicable pro forma PPA found on the IE Website and incorporated into this All-Source RFP by this reference.

PPA Term: The duration of the PPA (5, 10, 15, or 20 Annual Periods) proposed in a Bid, which will be stated in the PPA.

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

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

Profile: The Renewable Resource's hourly generation (MW AC; 8760 hours per calendar year) in ET and unadjusted for Daylight Savings Time over the entire PPA Term or Facility Design Life, as applicable, and at the high side of the generator step-up transformer for a Facility interconnecting to the Southern Company Transmission System. The values must be chronological and must include the estimated degradation of the Facility's output over each Annual Period or Facility Design Life, as applicable.

Project: The design, engineering, construction, testing, and commissioning of the Facility and, as applicable, the ownership, operation, management, and maintenance of the Facility, all of which being reasonably expected to enable Seller to fulfill its obligations under the Awarded Contract.

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.

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

QF: See *Qualifying Facility*.

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

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

RCD: *See Required Closing Date*.

RCOD: *See Required Commercial Operation Date*.

RECs: See *Renewable Energy Credits*.

Release List: The list of Submissions released from the 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 Renewable Resource and delivered to the ESS or POI.

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

Renewable Resource: A renewable generating facility that: (i) has or will have a POI on the STT; (ii) is at least 100 MW in size; and (iii) utilizes a sustainable, perpetual, or renewable fuel.

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

Required Commercial Operation Date (RCOD): The date by which the Facility must obtain Commercial Operation, as 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 to advance to the Short List.

RFP: Request for Proposals.

RFP Documents: The main body of this document setting forth the rules and requirements of this All-Source RFP, together with all exhibits and the pro forma PPAs.

RFP Process: As defined in the RFP Rule.

RFP Rule: Commission Rule 515-3-4-.04(3).

Round-Trip Efficiency (RTE): The amount of energy received from the ESS at the POI divided by the original amount of energy that was used to charge the ESS at the POI. RTE will delineate between components for losses both into and out of storage as requested.

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.

SDDC: See *Storage Device Design Capacity*.

SDDD: See *Storage Device Discharge Duration*.

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 an Awarded Contract with GPC.

SERC: The SERC Reliability Corporation, including any successor and subdivisions.

Short List: The list of Submissions that advance for further evaluation based on the results of the detailed 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: Control of the Site by Seller in one of the following forms: (i) Seller owns the Site (evidenced by a warranty deed recorded in the county property records); (ii) Seller leases the Site (under a current binding written agreement between Seller and the owner or lessor of the Site); (iii) Seller holds an option to purchase the Site (under a current binding written agreement between Seller and the owner of the Site); (iv) Seller holds an option to lease the Site (under a current binding written option agreement with the owner or lessor of the Site); or (v) Seller holds a current binding easement or license from the owner or lessor of the Site that grants Seller express rights to construct, install, operate, maintain, and repair the Facility at the Site throughout the PPA Term or Facility Design Life.

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

SO2 Allowances: Allowances required by any Governmental Authority or Consent for SO_2 emissions, as further described in the pro forma CC PPA or pro forma CT PPA, whichever applicable.

Solicitation Schedule: The schedule for this All-Source RFP set forth on the IE Website and as provided in Section 1.1.1 (*Solicitation Schedule*), which may be revised in accordance with All-Source RFP terms and conditions.

Southern Balancing Authority Area (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 The Southern Company (i.e., Alabama Power Company, GPC, and Mississippi Power Company).

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. 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 (STT): Depending on usage, either: (i) the Southern Company Transmission System or 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 All-Source 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.

Staff: Staff members of the Commission involved in this All-Source RFP.

Standalone Energy Storage System (Standalone ESS): An energy storage system without an associated Renewable Resource.

Station Service: Energy that is used to serve the electrical requirements of the Facility and includes the transformer losses and line losses between the Facility and the Electric System. For an ESS, Station Service includes all energy required to operate and maintain the ESS (e.g., HVAC), except that the energy used to charge and discharge the ESS 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 All-Source RFP.

Storage Device Design Capacity (SDDC): The amount of ESS storage capacity allocated to GPC under the PPA, as will be designated in the PPA.

Storage Device Discharge Duration (SDDD): The number of hours that the ESS must be capable of continuously discharging to the POI at the Storage Device Design Capacity.

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 Surety Bond available on the IE Website, and that is otherwise acceptable to GPC.

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 provides transmission service under a tariff.

Transmission Service Request (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.

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

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

Variable O&M (VOM): Variable operation and maintenance costs.

Winner's Fee: The fee assessed for each winning Bid to cover the IE cost and a portion of the costs to administer this All-Source RFP.

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

Rules of Construction:

In this All-Source RFP: (i) whenever the term "**include**," "**including**," "**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 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.

All-Source Capacity Request for Proposals for 2029-2031

Georgia Power Company's 2022 IRP identified a need for additional Capacity Resources. On July 21, 2022, the Commission issued the 2022 IRP Final Order concerning the 2022 IRP. The 2022 IRP Final Order amended and approved the Stipulation that requires GPC to conduct an all-source solicitation to address capacity needs identified by GPC.

GPC estimates that up to 8,500 MW of Capacity Resources are necessary to satisfy GPC's capacity needs. This estimate is based on expiration of capacity power purchase agreements, potential retirement of certain GPC generation units, and projected load growth. Final capacity needs, including the period when capacity is needed, are contingent upon GPC's decisions regarding retirement and load growth and will be subject to Commission review and approval.

GPC issues this All-Source RFP to procure Capacity Resources that meet GPC's identified capacity needs, including: (i) Standalone ESS with grid charging capability; (ii) ESS with Renewable Resource and grid charging capability; and (iii) thermal generation (e.g., natural gas or oil-fired).

GPC may revise its capacity need forecast to reduce, eliminate, or increase the amount of capacity and energy sought, or, in consultation with the Staff and IE, change the Solicitation Schedule at any point during the RFP process. Further, the RFP Documents are subject to modification or withdrawal at any time in the sole discretion of GPC.

PART 1. RFP SOLICITATION SCHEDULE AND FRAMEWORK

1.1. RFP Solicitation Schedule.

1.1.1. Solicitation Schedule. The Solicitation Schedule below outlines the activities to be conducted for this All-Source RFP. After consultation with Staff and the IE, GPC may revise the Solicitation Schedule, as necessary, and post an updated Solicitation Schedule on the IE Website. The most current Solicitation Schedule will be maintained on the IE Website throughout the solicitation period and supersedes the schedule below.

Tentative Solicitation Schedule (All-Source RFP)[1]	
Activity	**Date**
RFP Service Date	Thursday, December 14, 2023
Draft RFP Issued on IE Website; RFP Public Comment Period Opens	Monday, February 26, 2024
Draft pro forma PPAs Issued on the IE Website	Friday, March 1, 2024
Bidders' Conference	Monday, March 4, 2024
Suggested Southern OATT LGIP Interconnection Request Date	Friday, March 15, 2024
RFP Public Comment Period Closes	Friday, March 22, 2024

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

Tentative Solicitation Schedule (All-Source RFP)[1]	
Activity	**Date**
FERC Order 2023 Interconnection Request Queue Cluster Study Date	Thursday, April 4, 2024
Recommended NOI Submittal Date	Friday, April 5, 2024
Notice of Desire to Bid Other Technology Proposal Deadline	Friday, April 5, 2024
File for Commission Approval of RFP Documents	Wednesday, April 17, 2024
Anticipated Commission Approval	Tuesday, May 7, 2024
Anticipated RFP Issuance Date	Friday, May 10, 2024
Company-Owned Proposal Due Date	Thursday, June 13, 2024
Bid Due Date and Bid Fees Due	Friday, June 14, 2024
Phase One Due Diligence Payment Due for APA/BTA Bids	Friday, June 14, 2024
Draft APA/BTAs Shared with APA/BTA Bidders	Friday, August 9, 2024
Bidder Comment Deadline for Draft APA/BTA	Friday, August 30, 2024
Competitive Tier Determined; Non-Competitive Bids Released	Monday, September 30, 2024
Phase Two Due Diligence Begins and Initial Phase Two Due Diligence Payment Due for APA/BTA Bids	Monday, October 21, 2024
Bid Security Due	Monday, October 21, 2024
Environmental Assurances Due	Monday, December 2, 2024
Refreshed Submission Process for Competitive Tier Opens	Monday, April 14, 2025
Refreshed Submissions for Competitive Tier Due	Monday, April 28, 2025
Second Phase Two Due Diligence Payment Due for APA/BTA Bids	Monday, April 28, 2025
Short List and Reserved List Determined; Remaining Bids Released	Friday, July 25, 2025
Phase Three Due Diligence Begins and Phase Three Due Diligence Payment Due for APA/BTA Bids	Friday, August 1, 2025
Awarded Contract(s) Executed; Reserve List Submissions Released	Monday, September 8, 2025
Anticipated RFP Certification Order from Commission	December 2025
Closing Date for APAs	No later than 90 Days after Certification
Latest Closing Date for BTAs	Monday, April 29, 2030
Latest Commercial Operation Date for PPAs	Sunday, December 1, 2030

1.1.2. Company-Owned Proposal Submission Deadline. Any Company-Owned Proposal must be submitted through the IE Website by 12:00 p.m. (Noon) ET on the date shown in the Solicitation Schedule. Participant must initiate Company-Owned Proposal submission before 10:00 a.m. ET on the Company-Owned Proposal due date. Any Company-Owned Proposal submitted after the deadline will not be accepted.

1.1.3. Bid Due Date/Time. Each Bid must be submitted through the IE Website by 12:00 PM (Noon) ET on the date shown in the Solicitation Schedule. Late Bid submissions will not be accepted. To ensure timely Bid submittal and fair treatment of all Bidders, Bidders must initiate submission of each Bid no later than the Bid Due Date and by the time identified on the IE Website. Each Bidder will receive an email acknowledgment for each Bid submitted.

1.2. Independent Evaluator.

1.2.1. Purpose and Role of IE. GPC is utilizing the IE to oversee this All-Source RFP and to serve as the point of contact for all Participants. As provided in the RFP Rule, the IE serves to maintain fairness, transparency, and consistency in the RFP Process, which helps to prevent claims of favoritism in the evaluation and advancement of Submissions. 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 All-Source 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 Person may only communicate with GPC, the IE, or Staff regarding this All-Source RFP through the IE Website. If any Participant or interested Person directs questions regarding any RFP information to 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 All-Source RFP, 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 All-Source 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. GPC Affiliates may submit Bids in response to this All-Source 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. 55268 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 Bidder is prohibited from discussing this All-Source RFP and any related documents with the Evaluation Team. GPC 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 or from non-Affiliates are evaluated using a common methodology applied in a manner that ensures that any Affiliate Bids do not receive any advantage in the evaluation. In all instances, an Affiliate Bid Team will be treated as a third-party Bidder.

1.3.2. Standards of Conduct for Company-Owned Proposals Submitted by the Company-Owned Proposal Team. To meet its identified capacity needs, GPC may develop and submit one or more Company-Owned Proposals in response to this All-Source 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 COP Team will not share with a GPC Contractor, or potential GPC Contractor, any non-public information about the RFP Process. No GPC Contractor or GPC Contractor Affiliate is allowed to submit a Bid in this All-Source 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 COP 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 COP 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 any 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 COP Team member will be a member of any Affiliate Bid Team 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 regarding the development of any Company-Owned Proposal by the COP Team that would unfairly influence the design or evaluation processes for this All-Source RFP.

C. Company-Owned Proposal Team and Specialized Technical Support Personnel. The COP 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 All-Source 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 COP Team will not be allowed to determine the total economic benefit of Submissions. GPC voluntarily posted a list of the COP Team members on the IE Website, and the Evaluation Team and the COP Team lists will separately identify any Specialized Technical Support Personnel who serve on both teams.

D. APA/BTA Due Diligence Personnel. 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 be added to the Evaluation Team after the Bid Due Date to assist the Evaluation Team with validating assumptions and characteristics of an APA/BTA Bid. These experts may consist of technical experts, land specialists, and environmental specialists and would have no access to the evaluation model or any APA/BTA evaluation data, other than the information provided simultaneously to all Participants through this All-Source RFP. Any personnel added to the Evaluation Team for the due diligence review of APA/BTA Bids will not have access to any Bid information related to PPA Bids submitted in this All-Source RFP. The IE and Staff will monitor the APA/BTA Bid evaluation process to ensure all Submissions are evaluated in accordance with the standards set forth in this All-Source RFP, and GPC will utilize a confidential folder on the IE Website to host the exchange of communications and technical data between Primary Evaluation Team members and GPC or SCS personnel conducting the APA/BTA due diligence.

1.4. Development of this All-Source RFP.

1.4.1. Draft RFP Documents. Consistent with Commission Rule 515-3-4-.04(3)(e), GPC prepared the initial draft of this All-Source RFP 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 All-Source RFP must do so through the IE Website. If any Person commented about or offered a substantive change to the RFP Documents, the commenter will be prompted to provide a mark-up of the applicable section showing its proposed changes, along with the rationale for the suggested change, for GPC's consideration. The Evaluation Team, Staff, and IE will review all comments received. Following the Comment Period, the Evaluation Team 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 virtually on the date shown in the Solicitation Schedule. The Bidders' Conference allows any potential Participant or interested Person the opportunity to ask questions concerning the RFP Process or the draft RFP Documents with GPC, Staff, and IE. Any Participant or interested party must register for the Bidders' Conference on the IE Website. A recording of the Bidders' Conference, the presentation materials, and written responses to all questions submitted during the Bidders' Conference will be posted on the IE Website after the Bidders' Conference.

1.4.4. Frequently Asked Questions; Question and Answers. There is a tab on the IE Website for frequently asked questions ("**FAQ**"). Each Participant 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 Participant may submit questions via the Question and Answer ("**Q&A**") tab on the IE Website. When a Participant submits a question via the Q&A portal, the identity of the Participant asking the question is known to the IE and Staff.

(i) Conflicts. Both the Q&A and FAQ documents are publicly available and are sources of information available to every Participant and interested Person. After the Commission approves this All-Source 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. 55268 and the IE Website. Once approved, all concepts and material terms of the RFP and pro forma PPAs are non-negotiable. Each Submission must conform in all material respects to the applicable provisions of the Commission-approved RFP. Each Bidder must thoroughly review, be familiar with, and agree to the terms and conditions of: (i) the applicable Commission-approved pro forma PPAs, if submitting a PPA Bid; and (ii) Exhibit O (*Material APA/BTA Terms and Conditions*), if submitting an APA/BTA Bid. The Commission-approved pro forma PPAs will be posted on the IE Website and the Commission's website. Bidder will not be permitted to make any substantive or material change to a pro forma PPA or the terms of Exhibit O (*Material APA/BTA Terms and Conditions*), and only non-material clarifications or Facility or Site-specific changes (as described in Section 7.5.7.B (*Material Conformance*)) will be considered.

PART 2. PRODUCTS AND RESOURCES SOUGHT IN THIS ALL-SOURCE RFP

2.1. Products Sought. GPC seeks offers to sell capacity and energy from Capacity Resources that can commence delivery in the 2029–2031 timeframe. Participant may propose a Capacity Resource that is available earlier than 2029, but no earlier than 2026, and GPC will determine if the proposed option is an economical option that meets customer needs. A Submission may offer any reliable energy source that can meet the firmness and dispatchability requirements of this All-Source RFP, including but not limited to: (i) Standalone ESS with grid charge capability; (ii) ESS

with Renewable Resource, with grid charge capability; and (iii) thermal generation (natural gas, oil-fired, etc.).

2.1.1. Other Technology. If Bidder desires to submit a Bid comprised of equipment utilizing other technology that is not described in Section 2.1 (*Products Sought*), including any demand-response technologies (each, an "**Other Technology**"), Bidder must contact the IE through the IE Website by no later than the Other Technology Proposal Deadline set forth in the Solicitation Schedule. Upon request, Bidder must provide information to the IE regarding the Other Technology. The IE will research and review Bidder's proposed Other Technology and discuss findings with Staff and the Evaluation Team. After the IE completes its research, review, and discussions, the IE will advise Bidder whether a Bid utilizing Bidder's proposed Other Technology will be accepted as a Bid that meets the requirements of this All-Source RFP. GPC will not consider for this All-Source RFP non-dispatchable technologies, including: (i) third-party aggregators; or (ii) other demand response options that do not: (a) meet the minimum Facility Size parameters described in Section 3.2.1 (*Facility Size Parameters*) at each Site; or (b) allow firm control of the demand response technology and associated infrastructure solely by GPC via AGC.

2.2. Facility Ownership Structures. Under this All-Source RFP, Bidders may submit Bids proposing one of two ownership structures for Facilities:

2.2.1. Seller-Owned Facilities. GPC will accept Bids for Facilities where Seller will retain Facility ownership. The Awarded Contract that a Winning Bidder would execute would be a PPA, where GPC would have exclusive rights to the Facility's capacity.

2.2.2. GPC-Owned Facilities. GPC will accept Bids for Facilities comprising Capacity Resources where Bidder proposes to transfer to GPC Facility ownership. The Awarded Contract that a Winning Bidder would execute with GPC would be an APA or a BTA.

A. Consideration of APA/BTA Bids. GPC will consider APA and BTA Bids for Capacity Resources that can interconnect to the STT and are located in the State of Georgia. An APA/BTA Bid must offer 100% ownership of the Capacity Resource. GPC will not consider offers for partial unit(s) of an Existing Resource or a non-ownership interest in an Existing Resource unless GPC already has an interest in the Existing Resource or already owns units on the Site.

B. APA/BTA Bid Requirements. A Bidder offering an APA/BTA Bid must submit the same forms as a PPA Bidder, but an APA/BTA Bidder must also complete additional questions, including the questions on the questionnaire found in Exhibit C (*Additional Bid Information and Questionnaire*), which indicates the information GPC must receive to perform necessary due diligence.

C. APA/BTA Bid Evaluation. APA/BTA Bids will be evaluated alongside PPA Bids and Company-Owned Proposal(s). If an APA/BTA Bid advances to the Competitive Tier, the evaluation of the APA/BTA Bid requires additional due diligence.

D. Generating Resource and Business Entity Purchase. If an APA Bid makes the Short List of competitive Submissions, and even though GPC is likely only interested in the purchase of the Facility itself, GPC may also consider purchasing the business entity that owns the Existing Resource, subject to reaching acceptable terms and conditions. GPC may ask the APA Bidder to submit an offer allowing GPC to purchase the business entity that holds the Existing Resource. If the APA Bidder chooses to offer the business entity for purchase, GPC will have the right to proceed with the purchase of either the Existing Resource or the Existing Resource together with the business entity. GPC will not consider APA Bids for business entities unless the APA Bid for the Existing Resource advances to the Short List.

E. Winning Bid APA/BTA Execution. If an APA/BTA Bid advances as a winning Bid, APA/BTA execution will occur in accordance with the Solicitation Schedule. The Bidder and

GPC must agree on a transaction closing date as soon as practicable once the parties obtain the required regulatory approvals.

2.3. Bids for Existing Resources or New Resources. Under this All-Source RFP, Bidders may submit Bids for both Existing Resources and New Resources. The Awarded Contract for:

(i). An Existing Resource would be in the form of either an APA or pro forma PPA, depending on whether GPC or Seller would be the ultimate owner of the Existing Resource;

(ii). A New Resource that has not been constructed, but that would ultimately be owned by GPC, would be in the form of a BTA; or

(iii). A New Resource that has not yet been constructed, but that would ultimately be owned by Seller, would be a PPA in the form of one of the pro forma PPAs.

2.4. ESS Submissions. GPC will consider an ESS resource structured as: (i) Standalone ESS with grid charging capability; or (ii) ESS with Renewable Resource, with grid charging capability. In addition to the subsections that immediately follow, the pro forma ESS with Renewable Resource PPA, pro forma ESS PPA, and the additional guidance for ESS Submissions in Exhibit L (*Additional Guidance for ESS Submissions*) provide the parameters for the acceptable and applicable use of an ESS in this All-Source RFP. GPC's evaluation of an ESS Submission in this RFP will be appropriately focused upon the capacity use of the ESS, which is to ensure system reliability.

2.4.1. Degradation. GPC is not responsible for any degradation of any Facility over the Term, whether because of GPC scheduling, charging, or discharging of energy. As set forth in pro forma Standalone ESS PPA and pro forma ESS with Renewable Resource PPA, and as applicable to all generating types, the ESS is subject to monthly and annual performance metrics and must maintain the guaranteed Storage Device Design Capacity and guaranteed Storage Device Discharge Duration for the PPA Term.

2.4.2. Operating Policy. Any Participant offering an ESS Submission must be familiar with, and will be expected to comply with, Southern Company Transmission's *Operating Policy for Inverter-Based Electric Storage Resources Interconnecting to the Southern Companies' Transmission System*, as appropriate, which may be found at: https://www.oasis.oati.com/woa/docs/SOCO/SOCOdocs/Inverter-Based_Electric_Storage_Operating_Policy.pdf.

2.4.3. Standalone ESS. A Participant offering a Standalone ESS must provide: (i) a description of the ESS; (ii) if offering a PPA, the plan to maintain the ESS to ensure the ESS performs as evaluated for the PPA Term; (iii) the guaranteed Storage Device Design Capacity (AC); (iv) an annual schedule of the guaranteed Round-Trip Efficiency for the PPA Term or Facility Design Life, as applicable; and (v) any other information required by the Bid form. GPC must have the exclusive right, without penalty, to discharge and charge the ESS by dispatching it in accordance with Section 3.5.1 (*AGC*). To ensure GPC can toll the energy, a Standalone ESS must be interconnected to, and solely charged from, the STT. GPC will provide (toll) all energy required to charge a Standalone ESS, but Seller will be solely responsible for Station Service.

2.4.4. ESS with Renewable Resource. In addition to the information required by Section 2.4.3 (*Standalone ESS*), an ESS with Renewable Resource Submission must also include: (i) a description of the Renewable Resource (including the generation type of the Renewable Resource (e.g., solar panels, wind turbines)); (ii) the total expected capacity (AC) from the Renewable Resource; and (iii) a Profile reflecting the Renewable Resource, to demonstrate the charging contribution of the Renewable Resource for the ESS.

2.4.5. Additional ESS Guidance. Critical guidance concerning the required parameters for an ESS Facility charging from the Renewable Resource (as applicable), grid charging, and deliverability parameters, are outlined in Exhibit L (*Additional Guidance for ESS Submissions*).

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 with a PPA Term of 5, 10, 15, or 20 Annual Periods, at Bidder's option; (ii) APAs for Facilities with a Facility Design Life of at least 10 years; and (iii) BTAs with a Facility Design Life appropriate with the technology type and consistent with Prudent Industry Practices. GPC will evaluate Bids under the methodology outlined in Exhibit H (*Overview of Evaluation Methodology*).

3.1.2. RCOD and RCD. Under the 2022 IRP Final Order, GPC seeks Capacity Resources with in-service dates in or before 2030. Each Bidder must indicate the RCOD or RCD, as applicable, in its Bid, and the date must be in accordance with 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 the IE and Staff, the transmission facilities cannot be constructed in time to achieve Commercial Operation or Closing by the date set forth in the Solicitation Schedule. ESS Bidders must provide a Profile(s) for each Bid that begins on the RCOD or the RCD, as applicable. Bidders may consult the Southern Companies' Seller Interconnection Business Practices document posted on OASIS for information related to interconnection activity timeframes and limitations. If Seller fails to achieve Commercial Operation or Closing by the RCOD or RCD, as applicable, Seller must pay Delay Damages to GPC under the Awarded Contract. Delay Damages will be calculated in accordance with the applicable Delay Damages table in Exhibit E (*Summary of Fees, Costs, Security, and Deadlines*), Attachment 2 (*Delay Liquidated Damages Summary*).

3.2. Facility Size and Output.

3.2.1. Facility Size Parameters. Except for any QF participating in this All-Source RFP under Part 9 (*Qualifying Facilities*) or an ESS as described in Section 3.2.1.A (*ESS Submissions*), a proposed Facility must be between 100 MW and 1,200 MW in size. If a Submission offers multiple units located on the same Site, each unit may be sized less than 100 MW so long as, when combined, the minimum Facility size is at least 100 MW and all units deliver to the same Point of Delivery. A Participant cannot offer multiple units to be located on different Sites. If Participant offers multiple units in a single Submission, the Submission must indicate the size of each unit and whether each unit may advance separately at the pricing stated in the Submission, including the dollar per kilowatt ($/kW) annual capacity price stated in the Submission. The Submission must clearly state if units can or cannot advance separately or in combinations. If Participant desires to offer different pricing for different unit combinations, the Submission must specifically identify this pricing.

A. ESS Submissions. A proposed ESS must have a Storage Device Design Capacity of 100 MW at the POI and a minimum Storage Device Discharge Duration of four hours. The Storage Device Design Capacity must be no more than 500 MW at the POI. An evaluated capacity contribution will be assigned to each configuration. An ESS must have grid charging capability.

3.2.2. No Partial Output Bids. Each PPA and BTA Bid must offer 100% entitlement to the full output capability of the Capacity Resource in this All-Source RFP. For APAs, each APA Bid must offer 100% entitlement to the full output capability of the Capacity Resource preferably by December 1, 2028 (Winter 2029) but no later than December 1, 2030 (Winter 2031).

3.2.3. GPC Consent Required for Facility Changes. A Winning Bidder must obtain GPC's written consent before making any material change to Facility design, performance, or output (as specified in the Bid and considered by GPC in Bid evaluation).

3.3. Location of Facilities.

3.3.1. Facility Location. GPC will accept Submissions for a Facility located within the STT, so long as the Facility (i) can deliver energy to GPC in accordance with one of the interconnection

options set forth in Exhibit B (*Interconnection and Delivery Requirements*); and (ii) if offered as an APA or BTA Bid, is located in the State of Georgia. Except for ESS PPA Bids, GPC will also accept PPA Bids to deliver energy and capacity from a Facility located outside of the STT, so long as the Facility can deliver energy to a Southern Transmission Interface and otherwise meets RFP requirements, including AGC. A Bidder may not submit a Bid that locates the Facility on GPC property. Only a Company-Owned Proposal may propose a Facility on GPC property.

A. ESS with Renewable Resource Location. Any Renewable Resource included as part of an ESS Submission must interconnect to the same POI as the ESS.

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*).

3.4.1. New Resources. Each Participant proposing a New Resource must propose a discrete POI for its Facility. The proposed POI must be consistent with the expected point of electrical interconnection that would be established if Participant were currently applying for interconnection. GPC (through the IE) may suggest a different POI (regarding location or voltage) if it would result in more favorable economic consideration of the Submission. Participant will be responsible for all equipment necessary to interconnect the Facility to the Interconnection Facilities at the POI. All transmission facilities beyond the proposed POI (into the network transmission grid) will be owned by the Transmission Service Provider.

3.5. Dispatchability. Capacity Resources offered in this All-Source RFP must be fully dispatchable and available to meet GPC's scheduling instructions for the PPA Term or Facility Design Life, as applicable, which means the Facility can flexibly adjust its output in response to GPC's scheduling instructions, subject to any technical limit or other requirement stated in the Awarded Contract. Preference may be given to Submissions that offer shorter unit commitment notification and greater scheduling flexibility.

3.5.1. AGC. Because of their expected use and cost-effectiveness, each Capacity Resource must be capable of operating on Automatic Generation Control, including any Renewable Resource offered as part of an ESS Submission. Seller will be responsible for conforming to GPC's requirements to integrate AGC functionality and for all costs to make the Facility respond to GPC's AGC signals. GPC will have the right, but not the obligation, to dispatch the Facility in the AGC mode. Each Bid must include the cost of the operation in its pricing. For PPA Bids involving Facilities that are not connected to the STT, Bidders should verify dynamic transfer capability and protocols with the Southern Company Transmission System to ensure proper telemetry communications in accordance with the Southern OATT.

3.6. Availability. GPC will rely, in part, on the contracted capacity and energy supplied under a PPA to provide dependable and reliable electric service to meet the needs of its customers. Accordingly, GPC will require stringent protection for GPC and its customers against failures by the Seller to deliver Contracted Capacity and energy in accordance with the PPA.

3.6.1. Guaranteed Availability. Any PPA will contain provisions that require Seller to forfeit a portion of the capacity payment for Facility availability below 96% (calculated on a seasonal or monthly basis, as the case may be). After taking scheduled maintenance outages and Alternate Resource delivery into account, availability during any monthly period that is below 60% will result in a 100% forfeiture of the monthly capacity payment. Bidder may review the applicable pro forma PPA for more information regarding the availability calculation and adjustments to the capacity payment (which may be determined by replacement costs). In addition, a PPA Event of Default will occur if the availability remains below 60% for a certain extended period as specified in the PPA.

3.7. Multiple Modes of Operation. For a PPA Bid offering a Facility with multiple modes of operation, Bidder must specify the guaranteed nominal capacity of each mode and quote a single capacity Bid price for the entire output of the Facility. If during any Annual Period the capacities designated by mode are different from their respective guaranteed nominal capabilities by mode, an adjustment to the capacity payment will be made in a manner that reflects the value of each mode to GPC. The adjustment is described, for example, in Exhibit A (*Capacity; Capacity Payments*) of the pro forma CC PPA. If during any Annual Period the capacities designated by mode match their respective guaranteed nominal capabilities by mode, the capacity payment will match the single capacity Bid price.

3.7.1. APA/BTA Bids. For an APA or BTA Bid with multiple modes of operation, a Bidder must provide the expected nominal capacity output for each mode.

3.8. Firmness of Proposed Resources. To be considered responsive, a Submission must demonstrate an appropriate level of firmness, which means the Facility must deliver capacity for the duration of any period of guaranteed commitment in accordance with GPC's scheduling instructions, even under adverse conditions. GPC's evaluation will assess the reliability and economic value of limits indicated in the Submission. Each Submission must propose to provide the proposed capacity and energy to GPC from specific, dedicated resource(s) on an unencumbered, first-call basis and priority.

3.9. Demineralization. The use of demineralized water supply for a resource should not limit the operations or delivery of capacity. CCs operating on natural gas should be able to support at least 14 hours of full load generation plus 10 hours of full pressure generation (24 hours of total operation). Demineralized water intended for use in conjunction with fuel oil operation should match the specified storage capacity for fuel oil in Section 3.10 (*Fuel/Energy Plan*). Bidder must also have adequate demineralized water replenishment capabilities at the Facility.

3.10. Fuel/Energy Plan. For evaluation purposes, GPC will develop an individual fuel plan for each CC and CT Submission and a grid charging plan for any ESS Submission to reliably and economically meet the fuel/energy supply requirements for those Submissions. The projected fuel/energy plans will be developed in a consistent and fair manner for all Submissions.

3.10.1. Fuel Evaluation. Natural gas prices will be linked to a single monthly forecast of gas prices at a common point (Henry Hub). Delivered gas prices will include applicable gas transportation charges, fuel retention rates, historical basis differentials, and taxes. GPC will evaluate fuel-related requirements, including the purchase of firm gas transportation and storage, as follows.

A. CT. GPC prefers that CTs have dual-fuel capability to burn natural gas and oil. Gas storage will be evaluated consistent with other GPC CT units, and fuel oil inventory costs will be applied as appropriate. The Submission must indicate the permitted hours of operation and the maximum hours per year the Facility is permitted to run on fuel oil. The supporting facilities (including infrastructure and property interests) and operation for onsite fuel oil storage, if applicable, must comply with the following standards:

(i). CT Facilities with sufficient fuel oil backup will not require firm gas transportation provided the oil can be burned year-round. If a CT Facility has sufficient fuel oil backup but cannot burn oil in the summer months, then, for months with seasonal limitations on oil, the Submission must include five to twelve hours firm transportation per Day on gas depending on site limitations and unit heat rate.

(ii). For an existing CT Facility with dual-fuel capability, the Facility should include: (1) sufficient fuel oil storage to operate the Facility for 24 continuous hours, without replenishment, at full load; and (2) adequate replenishment capabilities.

(iii). For a new-build or transfer CT Facility with dual-fuel capability, the Facility must include: (1) sufficient fuel oil storage capacity to operate the Facility for 72 continuous hours, without replenishment, at full load; and (2) adequate replenishment capabilities.

(iv). Unless otherwise mutually agreed by GPC and Seller under a PPA, Seller will acquire, permit, construct, own, operate, and maintain all facilities, infrastructure, auxiliary systems (e.g., water system), and property interests necessary to ensure sufficient fuel oil storage capacity and reliable replenishment capability as required to operate the Facility. If a Participant offering a CT Facility cannot meet the storage and replenishment capabilities outlined above, Participant must indicate its storage and replenishment capabilities. GPC will evaluate this as a qualitative, non-price factor.

(v). GPC and Seller will develop additional Site-specific requirements and objectives necessary to implement the foregoing standards as a part of the Awarded Contract.

B. CC. Each CC Facility will be evaluated with sufficient firm gas transportation to allow 14 hours of operation at full load plus 10 hours operation at peaking or secondary modes of operation (24 hours total operation). In each CC Submission, Participant must indicate the permitted hours of operation.

3.10.2. Fuel Tolling for CC and CT PPA Bids. Each PPA Bidder offering a CT or CC Facility must submit a firm fuel transportation proposal to confirm that the resource can meet the firmness requirements of this RFP for the PPA Term.

A. Tolling. GPC requires a fuel tolling arrangement (i.e., an arrangement in which GPC is responsible for fuel supply and transportation) for CC and CT Facilities for which the Bidder does not have a pre-existing fuel transportation arrangement.

B. Preexisting Fuel Arrangements. Regarding resources for which the Bidder has a pre-existing fuel transportation arrangement, GPC prefers a fuel tolling arrangement with assignment/release of the pre-existing fuel transportation arrangement. If a fuel tolling arrangement with assignment/release of the pre-existing fuel transportation arrangement is proposed, this will be factored into the evaluation. Bidder must provide specific data regarding the costs and rates that will be assigned/released in accordance with the fuel transportation arrangement as a Bid term.

C. GPC Delivery of Gas. GPC will be responsible for delivering to the agreed-upon gas delivery point sufficient quantities of natural gas to generate energy in accordance with GPC's energy schedules. GPC will bear the risk of loss of natural gas until it is delivered to the delivery point. The party responsible for causing any imbalance will be responsible for payment of any imbalance charges assessed by the pipeline operator.

3.10.3. Charging Plan for ESS Bids. GPC requires each ESS to connect to the Southern Company Transmission System and for each ESS PPA to contain an energy tolling provision for grid charging. In addition to grid charging, an ESS with Renewable Resource is expected to be appropriately sized to allow the Renewable Resource to be the primary source of charging for the ESS. Additional charging details are listed in Exhibit L (*Additional Guidance for ESS Submissions*).

3.11. Alternate Delivery. If the Facility is physically unable to meet GPC's schedules, and to avoid a commensurate reduction in the calculated availability of the Facility, an Awarded Contract will contain provisions that give Seller the option to elect a physical alternate delivery option for the duration of a Facility outage or de-rate. Alternate delivery does not apply to ESS Bids. The pro forma CC and CT PPAs provide examples of these alternate delivery rights.

3.12. Technical Requirements. All Facilities must comply with NERC EOP-012-1 (*Extreme Cold Weather Preparedness and Operations*). Exhibit P (*Facility Technical Requirements*) contains a general overview of the technical requirements with which each Facility must comply, as applicable.

3.12.1. BTA Bids and COPs. All BTA Bids and COPs must conform to GPC's minimum technical requirements. GPC will make its minimum technical requirements available to any BTA Bidder or COP Team through the IE. To receive the minimum technical requirements, Bidder must execute a non-disclosure agreement.

3.13. Station Service; Retail Electric Service. Seller is responsible for all Station Service at Seller's expense. For a Facility located in Georgia, Seller must arrange retail electric service for the Facility in accordance with the Georgia Territorial Electric Service Act. Seller will purchase Station Service (separately-metered energy delivered from the Electric System that is used to serve the Facility's electrical requirements, including transformer losses and line losses between the Facility and the POI) provided by the local electric service provider (which may or may not be GPC).

3.14. Environmental Compliance. All Submissions that advance to the Competitive Tier will undergo a comprehensive environmental review to ensure compliance with the requirements of this All-Source RFP, including the requirements found in Exhibit M (*Environmental Site Assessment Requirements*). Bidder must cooperate with GPC's Environmental Affairs Department, at Bidder's cost, regarding the environmental and cultural resources 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.

3.14.1. Site Assessment. Each Bidder must conduct an Environmental Site Assessment that, at a minimum, considers the factors described in Exhibit M (*Environmental Site Assessment Requirements*) and must include the affidavit found in Exhibit N (*Environmental Compliance Affidavit*) with its Bid.

3.14.2. Environmental Assurances. Each Bidder must submit a notarized Environmental Compliance Affidavit, found in Exhibit N (*Environmental Compliance Affidavit*) that affirms Bidder understands all environmental impacts and factors related to the Project and, at a minimum, agrees to fully consider the environmental requirements of this RFP to avoid, minimize, and if necessary, permit and mitigate the Project's environmental impacts. If a Submission is advanced to the Competitive Tier, it will undergo a comprehensive review to ensure Bidder complied with the environmental compliance requirements of this RFP. Furthermore, Bidder must submit Environmental Assurances documentation to GPC after Competitive Tier notice but no later than the date stated in the Solicitation Schedule. If Bidder does not provide sufficient and acceptable supporting documentation considered by the Environmental Site Assessment Requirements found in Exhibit M (*Environmental Site Assessment Requirements*), the Submission may be removed from the Competitive Tier.

3.14.3. Gas-Fired Requirements.

A. NOx and SO2 Allowances. Seller, under a gas-fired resource PPA, will be required to use for GPC's benefit all "NOx Allowances and SO2 Allowances that are allocated to or for the Facility, or that are otherwise granted to Seller for the Facility, by any Governmental Authority or under any applicable law or Consent, including through any state or federal set-aside program, for the calendar years covered, in whole or in part, by the Annual Periods. If NOx emissions or SO2 emissions from the Facility resulting from energy generated to meet GPC's scheduling instructions exceed the NOx Allowances or SO2 Allowances that are required to be supplied and used by Seller, GPC will be responsible for supplying only the additional NOx Allowances or SO2 Allowances. GPC's responsibility to provide any additional allowance will be capped at the emissions rates (per state and per MWh of energy) proposed by the Participant. During Bid evaluation, GPC will calculate emissions utilizing Bidder's proposed rates and GPC's anticipated scheduling of the Facility. Complete details of these obligations are described in the pro forma CC and CT PPAs.

B. Greenhouse Gas Compliance. Each Bidder proposing a gas-fired Capacity Resource must supply a narrative description of Bidder's proposed plan for complying with any regulation designed to avoid, reduce, utilize, or sequester air pollutants or greenhouse gases.

3.15. CC Operating Flexibility. A Participant offering a 2-on-1 CC Facility must offer operation in the 1-on-1 mode if technically feasible by design. Operating in 1-on-1 mode entails the ability to operate a single CT, one HRSG, and the steam turbine while second CT is shutoff. A Participant offering this type of Facility must offer cycling from 2-on-1 operation down to 1-on-1 mode and

back up to 2-on-1 mode if technically feasible by design. A Participant may also propose a 1-on-1 CC Facility.

3.15.1. Operation Mode Pricing. A Participant offering a 2-on-1 CC Facility should offer 1-on-1 operation pricing based on the cost of operating in this mode. This should entail a start charge that accurately represents the cost of starting the Facility in the 1-on-1 mode and the cost of moving from 1-on-1 mode to 2-on-1 mode. The Participant should also provide heat rate curves consistent with the actual cost of 1-on-1 operation. If a Participant proposes a resource with other operational capabilities, (e.g., 3-on-1 or power augmentation), Participant's Submission must offer the operational flexibility consistent with the Facility capabilities and pricing based on the cost of providing such operational flexibility.

3.16. Compliance with Laws Generally. It is Bidder's sole responsibility to take all necessary actions to satisfy any regulatory requirements, licenses, and permits that may be imposed on Bidder by any federal, state, or local Governmental Authority concerning the permitting, development, construction, operation, maintenance, addition, renewal, retirement, or disposal of the Facility, or concerning the generation, sale, and delivery of energy. GPC will cooperate with Winning Bidder(s) to provide information or other assistance as may reasonably be requested by the Bidder to satisfy regulatory requirements. Bidder must likewise provide necessary information and assistance to GPC concerning GPC's regulatory approvals.

PART 4. PRICING, FEES, AND SECURITY

4.1. PPA Pricing. PPA Bid prices must include all costs GPC will pay for the capacity and energy to be delivered under the PPA in accordance with GPC's scheduling instructions. GPC will not be responsible for any other cost associated with the Facility, including Station Service, fuel for testing, transmission system interconnection, and all costs (including fuel) incurred to accomplish synchronization.

4.1.1. Escalating Pricing. A PPA Bidder may submit a Bid with the capacity payment escalated at a fixed percentage not to exceed 2.5% in any Annual Period. The minimum escalation during any Annual Period for the capacity payment will be limited to 0%.

4.1.2. Variable Pricing (Not Applicable to ESS Bids). All energy pricing, Variable O&M, and heat rates must be quoted as indicated in the Bid Form. Variable O&M must escalate at actual GDPIPD or actual GDPIPD plus or minus 1% per annum. Bidders are encouraged to propose variable costs consistent with their actual realized variable costs. The Bid heat rate should closely approximate the anticipated heat rate. If the Bid's variable components are not consistent with Facility design specifications, GPC may request, through the IE, that Bidder modify its Bid(s). This cost-based pricing approach must reflect the following components, as applicable: (i) Variable O&M; (ii) start cost; (iii) heat rate; and (iv) fuel commodity cost.

4.2. APA/BTA Pricing. Each APA/BTA Bid must provide an "all-in" price that includes all customary and reasonable facilities necessary for reliable operation of the Facility, including transmission interconnection, gas lateral, any other facilities, and the Site. An APA/BTA Facility must include the Facility's major equipment and all auxiliary equipment and facilities necessary or used for the production, control, delivery, or monitoring of electricity produced on the property. All equipment and other facilities installed on the Facility's side of the POI and the primary gas delivery point, if applicable, must be considered part of the Facility. All data provided in Exhibit C (*Additional Bid Information and Questionnaire*), including capacity, heat rate, Variable O&M, startup fuel, and

Facility availability must be based on: (i) testing, past performance, and good faith estimates for an APA Facility; or (ii) design criteria for a BTA Facility.

4.2.1. Option to Purchase Land. If an APA/BTA Bidder owns property adjacent to the Site, the Bidder may include within its Bid an offer to sell to GPC the adjacent property for an optional price stated in the Bid.

4.2.2. Due Diligence. Concurrent with GPC's initial economic screening of all conforming Submissions, GPC will begin APA/BTA due diligence assessments as generally described in Exhibit A (*Due Diligence Phases and Fees Overview (APA and BTA Bids Only)*) to determine GPC's best estimate of the cost to own and operate the Facility.

4.3. Refreshed Submission Pricing. GPC is asking the Commission to use the "competitive tier and refreshed bid" process set out in Commission Rule 515-3-4-.04(3)(e)(ix), which allows a Participant with a Competitive Tier Submission to refresh its pricing after the Competitive Tier has been advanced. This process is explained in further detail in Section 7.7 (*Refreshed Pricing Process; Design and Construction Assurances*).

4.4. Bid Fee. To help defray the cost of performing an evaluation of each Bid and the cost of retaining the IE pursuant to the RFP Rule, each Bidder must pay the Bid Fee ($20,000) for each Bid. A portion of each Bid Fee in the amount of $10,000 will be earmarked to offset IE costs. Bidder must pay the Bid Fee by 12:00 p.m. ET on the Bid Due Date.

4.5. Due Diligence Fees. To partially offset the cost of screening and assessments of an asset purchase, APA/BTA Bidders will be required to submit Due Diligence Fees as described in Exhibit A (*Due Diligence Phases and Fees Overview (APA and BTA Bids Only*)). The IE and Staff will be involved in monitoring GPC's screening and due diligence assessment of APA Bids and will review the allocation and accrual of costs involved in the assessments. A portion of Due Diligence Fees will be used to offset IE costs.

4.6. Winner's Fee. As stated in Section 4.4 (*Bid Fee*) and Section 4.5 (*Due Diligence Fees*), portions of Bid Fees and Due Diligence Fees will be used to offset IE costs. The remainder of the IE cost will be covered by the Winner's Fee. The Winner's Fee will be determined once the final amount of Bid Fees, Due Diligence Fees, and IE cost is known, except in no event will the Winner's Fee exceed one million dollars ($1,000,000.00). The Winner's Fee is calculated for each winning Submission, including any Company-Owned Proposal, as the pro rata share for any remaining IE cost not covered by Bid Fees and Due Diligence Fees. In the event of multiple winning Submissions, the Winner's Fee will be allocated to winning Participant(s) on: (i) a MW-PPA Term basis for PPA(s); (ii) a MW-estimated-remaining-life basis for APA(s); (iii) and a MW-Facility Design Life basis for BTAs and Company-Owned Proposals. Winning Bidder must pay the Winner's Fee when it delivers to GPC the Awarded Contract with Seller's signatures. GPC will not execute the applicable Awarded Contract until after winning Bidder pays the Winner's Fee. If a Company-Owned Proposal advances to the Short List and is submitted to the Commission for Certification as described in Section 10.2 (*Company-Owned Proposal Certification*), GPC will be responsible for its portion of the Winner's Fee. A Winning Bidder must pay its Winner's Fee by wire transfer to the following account:

Georgia Power Company
Bank of America
ABA 026009593 WIRE
ABA 111000012
ACH ACCT. 4451853103

4.7. Bid Security. Any Bidder with a Bid that advances to the Competitive Tier must post Bid Security by no later than 15 Business Days after Bidder receives notice from GPC that the Bid advanced to the Competitive Tier. Bid Security is fully refundable to Bidder either: (i) if the Bid is released from consideration in this All-Source RFP; or (ii) at the time Seller and GPC fully execute the Awarded Contract for the winning Bid. Bid Security is non-refundable if a Bidder withdraws its Bid

or otherwise fails to execute the pro forma PPA, APA, or BTA after being advanced to the Short List.

4.7.1. Bid Security Amount. The Bid Security amount must equal the *product* of either: (i) 2% multiplied by the sum of the expected revenues during the PPA Term; or (ii) 2% of the purchase price for an APA or BTA Bid.

4.7.2. Bid Security for Alternative Bids. For Alternative Bids and other mutually exclusive Bids for 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 4.7 (*Bid Security*). Following Bidder's withdrawal, 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.

4.7.3. Pre-Approval of Bid Security. Each Bidder with a Bid that advances to the Competitive Tier that intends to provide Bid Security in the form of a Surety Bond or a Letter of Credit must deliver a draft (unissued) Surety Bond or Letter of Credit for review and approval by GPC, at least 10 Business Days before the Bid Security due date as reflected in the Solicitation Schedule. Instructions for posting the draft and final Bid Security, and the required form of Surety Bond, will be available on the IE Website. Pre-approved Bid Security submitted in the form of Surety Bond or Letter of Credit must be mailed via a reputable overnight courier to GPC at the following address:

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

Bidder must upload a copy of Bid Security to the IE Website. Surety Bonds or Letters of Credit sent to any other address will be rejected. Bid Security in the form of cash must be submitted to GPC through the IE Website according to the instructions posted on the IE Website.

4.8. Performance Security for Sellers.

4.8.1. PPA Performance Security. If a Seller is not Creditworthy, Seller must, in addition to Bid Security, post and maintain Performance Security throughout the PPA Term. If Seller is Creditworthy, the credit terms of the PPA will be adjusted to reflect Seller's Creditworthiness.

A. PPA Performance Security Amount. PPA Performance Security will be calculated in accordance with the applicable performance security table in Exhibit E (*Summary of Fees, Costs, Security, and Deadlines*), Attachment 1 (*Performance Security and Termination Liquidated Damages Summary*).

B. Loss of Creditworthy Status. If Seller loses its Creditworthy status during the Term, Seller must deliver Performance Security to GPC in the amount required by the applicable pro forma PPA by no later than five Business Days after the date Seller loses its Creditworthy status.

4.8.2. BTA/APA Performance Security Amount. 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 APA or BTA, as applicable.

4.8.3. Pre-Approval of Eligible Collateral. By no later than the date Seller returns the partially executed Awarded Contract to GPC, Seller must: (i) notify GPC of the form of Eligible Collateral

Seller intends to provide to meet Seller's initial Performance Security obligation; and (ii) if Seller intends to post a Letter of Credit or Guaranty as Eligible Collateral, provide a draft Letter of Credit or Guaranty to GPC for review and approval.

Once approved, Seller must deliver Eligible Collateral to:

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

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

4.9. Bid Preparation Costs. All costs related to preparation of any Bid in response to this All-Source 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 All-Source RFP.

4.10. Termination Damages. If GPC terminates an Awarded Contract because of an Event of Default, Seller will be liable for termination damages as provided in the Awarded Contract.

PART 5. COMMUNICATION

5.1. Monitored Communications. Before a winning Bid advances to an Awarded Contract, all communications regarding this All-Source RFP must be conducted through the IE and will be confidential. Communications may include a meeting or conference call with a Participant, attended by the IE and GPC, to discuss the Participant's questions regarding the RFP Process or Submission(s), unless the Participant declines such a meeting. The IE is also allowed to conduct conference calls with a Participant, the IE, and GPC to clarify or resolve issues with a Submission or the RFP Process. Staff may participate in such discussions.

5.2. Communication Before Submissions. Pursuant to the RFP Rule, a Bidder may not contact any Evaluation Team member concerning any aspect of this All-Source RFP. Each Participant and interested Person registered on the IE Website may submit questions concerning this All-Source RFP, the RFP Documents, or Submission evaluation on the "Q&A" page of the IE Website. The questions and GPC's responses will be posted on the IE Website for viewing by all registered users of the IE Website. Participant will have a confidential Bid Book on the IE Website once the Bid Period commences and Participant initiates the Submission process. A Participant may ask Site-specific and Facility-specific questions using the "Messages" feature on the IE Website. Communications submitted through a Bid Book are not seen by other Participants and are only viewed by the Evaluation Team, IE, and Staff. The Evaluation Team will endeavor to promptly respond to each message. Any question posted to the confidential message board that the IE determines to be generic in nature, and not unique to a specific Site or Facility, may be transferred to the public "Q&A" tab on the IE Website.

5.3. Communication After Submissions.

5.3.1. Bid Books, Message Board. Once the Bid Period commences and Participant initiates the Submission process, each Participant will have a confidential Bid Book on the IE Website, where Participant posts all RFP deliverables and all messages from IE to Participant are available to Participant. Participant may ask Site-specific and Facility-specific questions using the confidential message board. Questions submitted on the message board are not available to other Participants 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 Participants and registered users have the benefit of the question and response.

5.4. Listing Determination. The status of a Submission is confidential Submission Information, and Participants must not disclose the status of any Submission. Except as described in Section 7.7 (*Refreshed Pricing Process; Design and Construction Assurances*) for Competitive Tier Submissions, GPC will not announce the Competitive Tier, Short List, or Release List. The identity of the winning Submission(s) and winning Participant(s) will become public information when GPC requests Certification of the related Awarded Contract or Company-Owned Proposal, if any.

5.5. After Execution of the Awarded Contract. A winning Participant may not announce its status as a winning Participant 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 Participant is responsible for ensuring that its winning Submission status remains confidential and is not announced by any Affiliate, Representative, or contractual party.

5.5.1. Renewable Resource Awarded Contracts. To the extent an Awarded Contract is for a Facility that includes a Renewable Resource, a Winning Bidder must educate its Affiliates, Representatives, contractual parties, and any other participants in the development of the Facility (e.g., development authorities, county, state, or federal Governmental Authorities) on the potential impact of public statements regarding renewable facilities (e.g., REC claims) and how the public statements may jeopardize the validity of Environmental Attributes that are sold to GPC under the Awarded Contract, which could result in a breach of the Awarded Contract by Seller. Upon execution of the Awarded Contract(s), the Winning Bidder(s) and GPC will work together to determine the timing and content of the official announcement of the winning status of the project and Awarded Contract execution. Upon entering the Awarded Contract, Seller must comply with the provisions of the Awarded Contract concerning any public statements about the Facility, including the RECs, and must ensure its Representatives also comply with these same Awarded Contract provisions.

5.6. Point of Contact. Each Submission must include detailed contact information for the primary point of contact for the Participant. This person will serve as the contact between the IE and the Participant when questions and answers are exchanged and will receive authority to access the Participant's Bid Book on the IE Website. This contact person must be familiar with all aspects of the Submission process and Submission to efficiently communicate with the IE as necessary and to reduce any delay in communication. Participant must provide notice via the IE Website if there is a change in Participant's point of contact.

5.7. Confidentiality and Photographs for Site Compliance

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

Facility or otherwise limiting or jeopardizing any Environmental Attributes that would be conveyed to GPC under the Awarded Contract.

5.7.2. Bidder's Confidential Information. GPC will take reasonable precautions and use reasonable efforts to protect any Confidential Information contained in a Bid, so long as Bidder clearly identifies the information as Confidential Information on each page on which it appears. GPC may, however, make Bidder Confidential Information available under applicable state or federal law to Governmental Authorities having jurisdiction over this All-Source RFP. GPC may also release information to: (i) the IE and Staff as needed to monitor this the All-Source RFP; (ii) regulated retail Affiliates; (iii) SCS; or (iv) affected entities who have a need to know to assist in Bid evaluation, so long as the entities agree to observe the same care regarding non-disclosure as GPC. Additionally, GPC may, under the terms of the pro forma PPA, share Facility-specific information with the new Facility owner if the Seller assigns or otherwise transfers control of the Facility to a new owner. If the winning Bidder/Seller elects to sell the Facility, GPC may share the winning Bidder's/Seller's Confidential Information (e.g., reliability or information on operations) with prospective buyers who are identified by Seller, to ensure future performance in accordance with the PPA. **Under no circumstance will GPC (including its Affiliates, and the officers, directors, employees, representatives, or agents of any of them) or the IE or Staff be liable for any damages resulting from any disclosure before, during, or after the RFP Process.**

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

PART 6. BIDDER ATTRIBUTES

6.1. Bidder Information to be Submitted. Each Bidder must provide the information described in this Part 6 (*Bidder Attributes*) at the time of Bid submission. GPC will screen each Bidder on the criteria to ensure basic Bidder qualifications.

6.2. 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 Bid Information requested in Exhibit C (*Additional Bid Information and Questionnaire*) 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.

6.3. Project Development Experience. Each Bidder must provide an executive summary of **no more than 5,000 words** describing 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 All-Source RFP, Bidder's parent (either immediate parent or other applicable upstream entity), was the primary project developer and the proposed facility was similar in size, was located in the United States, and utilized the same technology. Such summary must include: (i) the total number of projects and the capability (MW) of each facility Bidder currently owns and operates in the United States; (ii) a description of the experience of the principal members of Bidder's project team; and (iii) information on who will be responsible for design, siting, permitting, financing, construction, and, in the case of a PPA Bid, on-going operation and maintenance of the Facility, if known. In the absence of such expertise and experience in any such area, Bidder must demonstrate it has

binding arrangements in place with third parties who do possess the requisite expertise and experience and must provide a certification from an independent, registered engineer acceptable to GPC to the effect that the Bidder's arrangements are sufficiently firm and binding as to provide a comparable level of experience and expertise. At a minimum, GPC will require the successful Bidder(s) who enter into a PPA to demonstrate that they possess, or have binding arrangements with others who possess, current experience greater than three years in operating and maintaining or arranging for the operation and maintenance of similar generation as follows:

A. **For CC or CT Bids.** A gas-fired CT or steam turbine generating facility (other than the Facility) and operation of two or more gas-fired CT or steam turbine generating facilities (other than the Facility) located at separate generating Sites with an aggregate capacity of 600 MW or more.

B. **For all other Bids.** Bidders offering Bids sourcing from facilities using other generation technologies will be required to have experience in the operation and maintenance of such facilities, or in the alternative, to have experience reasonably transferable to the operation and maintenance of such facilities.

6.4. **Contract Counterparty History.** Each Bidder must disclose all power purchase agreements, build transfer agreements, or facility purchase agreements to which Bidder or any Affiliate was a party in the past five years that were terminated before the end of the contract term or closing, as applicable, and the reason for 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 between Bidder or any of its Affiliates and GPC or any of its Affiliates (including all direct and indirect subsidiaries of Southern Company) that: (i) remain unresolved; and (ii) occurred within the last five years but have been resolved. In addition, each Bidder must identify any dispute with other off-takers that have progressed to any claim, litigation, or action that has been initiated with a court, 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. Before further consideration of such Bidder's Bid, Bidder may be required to resolve any undisputed outstanding debt to the satisfaction of all parties.

6.5. **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 during: (i) construction phase; and (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.

6.6. **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, Bidder must complete the Diversity, Equity, and Inclusion Certificate found in Exhibit G (*Diversity, Equity, and Inclusion Certificate*). More information regarding GPC's focus on DEI can be found here: https://www.southerncompany.com/our-community/diversity.html.

PART 7. SUBMISSION REQUIREMENTS

7.1. **Notice of Intent to Submit.** Each Participant must submit a notice of intent (NOI) to submit using the form available on the IE Website by the date and time stated in the Solicitation Schedule. Each BTA Bidder must submit an NOI to receive GPC's nondisclosure agreement as required under Section 3.12.1 (*BTA Bids*). Participant must list only one point of contact in the NOI. If Participant intends to submit multiple Submissions, Participant may list all potential Submissions on a single

NOI. Participant must indicate its proposed technology type and contract form (PPA, BTA, or APA), if applicable, for each Submission.

7.2. Bid Process. Each Submission must be submitted via the Bid Form on the IE Website by no later than the date and time specified in the Solicitation Schedule. If a Bidder discovers an error or omission in the Bid after submitting its Bids but before the Bid Due Date, Bidder must note any change in the electronic filing and the changes must be posted to the Bid Form by no later than 12:00 p.m. ET on the Bid Due Date.

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

7.4. Alternative Bids; Multiple Submissions; Bid Fees.

7.4.1. Alternative Bid. Bidder may submit a separate, mutually exclusive Bid that offers a Facility located on the same Site and using the same Point of Delivery as another Bid, but the Alternative Bid: (i) offers the same technology under a different form of contract; (ii) offers the same technology with varying PPA Term lengths; or (iii) offers a different technology (e.g., CT vs CC) ("**Alternative Bid**"). The placement of a Bid on the Release List will not affect GPC's evaluation of the Alternative Bid.

7.4.2. Multiple Submissions. Participants may submit multiple Submissions into this All-Source RFP. Except for an Alternative Bid, GPC will not accept contingent Submissions (i.e., a Submission that is dependent upon another Submission's outcome). For example, GPC will not accept Submissions where Participant submitted multiple Submissions for several Sites but is only willing to develop a limited number of those Facilities or requires a combination of the Submissions to be advanced together. Additionally, Bidder may not aggregate multiple Facilities from one or more Sites to meet the minimum MW required to be submitted in this All-Source RFP.

7.4.3. Bid Fees. If Bidder submits separate Bids that vary regarding certain critical parameters, including the Site, output, electrical characteristics, or technology (e.g., gas-fired CC and simple cycle CT facilities, cogeneration, primary fuel, ESS duration), Bidder will be required to pay the Bid Fee ($20,000.00) for each Bid. However, PPA Bids submitted by one Bidder for the same Site, same generation technology, and same size that offer options in the fuel plan or fixed cost components will be considered a single Bid. In addition, Bids for the same Site containing options in the number of generating units offered will be considered a single Bid if the generation technology is the same and the operational parameters and variable pricing are the same in all Bids. PPA Bids for 5-, 10-, 15- and 20-year Terms with all performance and variable pricing characteristics remaining the same will be considered one Bid.

7.5. Submission Information. Submissions must include all applicable information requested on the IE Website and any other information that is necessary for a thorough understanding and evaluation of the Submission. Any Submission that does not contain all the required information on the applicable due date will be subject to rejection by GPC as non-responsive. It is each Participant's responsibility to submit additional information about its Submission that could further inform GPC's understanding of the Submission or could materially affect its value. Required Submission information includes the information outlined below.

7.5.1. Facility Name. Due to the need to manage a multitude of projects, and GPC's experience with counterparties selecting similar or confusing names for projects, GPC may reject a Facility name offered by a Winning Bidder and propose an alternative name. To give Bidder sufficient time to perform due diligence on the Facility name and any proposed special purpose entity name it intends to use as the Awarded Contract counterparty, GPC will request Bidder confirmation of the Facility and counterparty names at the time a Bid advances to the Competitive Tier.

7.5.2. Site Control Affidavit. Each Bidder must submit a notarized Site Control Affidavit that affirms Bidder has obtained Site Control during the PPA Term or Facility Design Life, as applicable. The form Site Control Affidavit is attached as Exhibit D (*Form of Site Control Affidavit and Landowner Confirmation*). Bidder may be required to submit further evidence of Site Control, as and when deemed necessary by GPC.

7.5.3. Bidder Variable Interest Entity Certification. Depending on the PPA Term and the business structure, a PPA Bidder may choose to adopt accounting and tax rules that may require: (i) that a PPA, or components of the PPA, be accounted for by GPC as a lease; or (ii) Seller under the PPA be consolidated as a VIE onto GPC's books. Because GPC is unwilling to be subject to accounting or tax treatment that results from VIE treatment, each Bidder is required to certify, using the form found in Exhibit J (*VIE Certification*), its independent belief that the Bidder's Bid will most likely not require the Seller at any time over the proposed PPA term to deconsolidate on its books and records any assets, liabilities, cash flow, profits, or losses where GPC is determined to be the Primary Beneficiary. At PPA execution, annually through the Term, and at any time the PPA is amended by the Parties, the Seller's chief financial officer or an officer having responsibility for financial accounting matters associated with the PPA, must again provide this certification. Further, any PPA that GPC executes will require that: (a) Seller covenant that GPC will not be subject to VIE treatment at any point during the Term; and (b) if the PPA causes GPC to be subject to VIE treatment at any point during the Term, unless cured, such treatment will constitute a PPA Event of Default. As provided for in the pro forma PPAs, GPC would have the right to terminate the PPA, and unless Seller can clearly demonstrate that the consolidation event was not due to the direct or indirect actions of Seller, Seller will be liable for termination damages as outlined in the PPA.

7.5.4. Finance Lease Certification. If applicable, Bidder must certify certain factual statements for each Bid based on Bidder's personal consideration of the factual matters and Bidder's understanding of accounting standards regarding a Finance and Operating Lease, using the form provided in Exhibit K (*Finance Lease Certification Checklist*). If Bidder responds in the affirmative on 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 K. In any case for which Bidder responds in the negative to all the factual statements set forth in Exhibit K, Bidder is required to 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 at any time the PPA is amended by the Parties, Seller's chief financial officer or an officer having responsibility for financial accounting matters associated with the PPA must again provide this certification. For Bids declared as Finance or Operating Lease, the Bid evaluation will include the cost to GPC resulting from capitalization of PPA costs on GPC's balance sheet.

A. Financial and Business Data. Each Bidder with a Bid advanced to the Short List must also agree to make available all financial and business data associated with Seller, the Facility, and the PPA that GPC would need to make its independent accounting determinations. Such information may include, but may not be limited to, data supporting the economic life, the fair value, investment tax credits associated with, or other costs associated with the Facility, including debt specific to the asset proposed. Financial data contained in the Bidder's financial statements (e.g., income statements or balance sheets) may also be required.

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

7.5.6. Registration in Georgia. Seller under the Awarded Contract must register and be in active and compliant standing with the Office of the Georgia Secretary of State, authorizing Seller to do business in Georgia before the time of Awarded Contract execution.

7.5.7. Pro Forma PPA Markup Required. In accordance with the RFP Rule, prospective Bidders in this All-Source RFP are given an opportunity to comment on the RFP and pro forma PPAs during a public review and comment period. Upon Commission approval of the RFP Documents, the concepts and material provisions of the pro forma PPAs are non-negotiable except as provided in this Section 7.5.8. Each PPA Bid must include a mark-up of the pro forma PPA that most closely applies to the Bid with: (i) all blank spaces completely filled in except those that are to be completed by GPC; (ii) any proposed change to the pro forma PPA shown with specificity in the mark-up and accompanied by a summary of changes; and (iii) a statement by the Bidder that the terms and conditions of the applicable pro forma PPA, as non-materially modified by the Bidder, are acceptable to the Bidder. If the Bid is conditioned on any change to the applicable pro forma PPA, then Bidder must expressly so state and must provide the specific language proposed by Bidder by redlining a copy of the appropriate pro forma PPA attached to the Bid, such that it shows the specific additions (**bold and underlined**) and deletions (~~strike-through~~) that Bidder proposes. If a discrepancy exists between data submitted with a Bid and the pro forma PPA mark-up submitted with a Bid, the marked-up pro forma PPA will control.

A. Pro Forma PPAs. GPC developed four pro forma PPAs, with generally consistent provisions; however, Bidder must note that this All-Source RFP reflects general terms and conditions and each pro forma PPA reflects technology-specific terms and conditions applicable to its generation type. The four pro forma PPAs include: (i) CC New and Existing Resource; (ii) CT New and Existing Resource; (iii) ESS with Renewable Resource; and (iv) Standalone ESS. For any deviation between the terms and conditions of this RFP and the terms and conditions of the applicable pro forma PPA, the terms and conditions of the specific pro forma PPA will control.

(i). Assumptions. The four pro forma PPAs are based on several assumptions that may or may not apply to a Bid. Examples of assumptions are: (a) the proposed Facility is a New Resource or Existing Resource; (b) the Seller is not itself a Creditworthy entity; and (c) the CC pro forma PPA assumes a base operating mode and two supplemental modes designated as Tier 1 and Tier 2. For more details on these assumptions, please see the applicable pro forma PPA.

(ii). Conversion of CT or CT PPA for Existing Resource. If Bidder offers a Bid to deliver capacity and energy from a CC or CT Existing Resource, Bidder must mark up the PPA, per Section 7.5.7 (*Pro Forma PPA Markup Required*), to convert the applicable CC or CT pro forma PPA, which has a New Resource assumption, to a PPA for an Existing Resource. Instructions on how to make this conversion are found in the "Existing Resource Modifications to CC/CT Pro Forma PPAs" document located on the IE Website.

B. Material Conformance. Each Bid must conform to the applicable pro forma PPA in all material respects, except where: (i) Bidder offers revisions that GPC determines do not materially affect the value to customers and risk allocation inherent in the pro forma PPA provisions; or (ii) the pro forma PPA assumptions do not conform to the specific characteristics of a Bid. For example, the pro forma ESS with Renewable Resource PPA assumes the Renewable Resource that is paired with the ESS is a solar facility. A Bidder offering a CAES Facility, or an ESS with Renewable Resource technology other than solar, must mark up the pro forma PPA to reflect its proposed Facility parameters. Another example would be if a Bidder's Bid conforms to RFP requirements and the Bid offers a fuel other than natural gas, such as biomass, then Bidder must propose changes to the applicable natural gas-fired pro forma PPA to the extent needed to conform the pro forma PPA's provisions to the proposed fuel. GPC will consider the types of changes suggested by Bidder as part of GPC's evaluation of the Bid; however, GPC will not change or negotiate the concepts embodied in the pro forma PPAs' provisions where the concepts can be applied to the Bid

or otherwise materially change the value to customers or the risk allocated to the appropriate party in the Commission-approved pro forma PPA.

7.6. APA/BTA Information. A Bidder submitting an APA/BTA Bid must be prepared to provide all necessary information to support commencement of the initial due diligence assessment. Much of this data may be made available electronically. Rather than requiring the data to be in a specific form or format, the key criteria is that this type of information is readily available for review. Exhibit A (*Due Diligence Phases and Fees Overview (APA and BTA Bids Only)*) outlines the due diligence review process, which proceeds in three stages and divides the required APA/BTA due diligence fees accordingly. An APA/BTA Bidder may be asked to provide additional data at any time during any of the due diligence review periods. Data must be reasonably available to be copied and reviewed at GPC, and the APA/BTA Bidder must work with GPC to ensure timely sharing of information (i.e., five Business Days unless otherwise agreed).

7.6.1. APA/BTA Material Terms. Exhibit O (*Material APA/BTA Terms and Conditions*) outlines certain non-negotiable material terms and conditions that will be included within any APA or BTA Awarded Contract.

7.6.2. APA/BTA Mark-Up. Each Bidder who submits an APA/BTA Bid will receive a draft APA or BTA, as applicable, for Bidder's review. By no later than the date stated in the Solicitation Schedule, Bidder must: return a mark-up of the APA or BTA with: (i) all blank spaces completely filled in except those that are to be completed by GPC; (ii) any proposed change to the APA or BTA shown with specificity in the mark-up and accompanied by a summary of changes; and (iii) a statement by the Bidder that the terms and conditions of the APA or BTA, as non-materially modified by Bidder, are acceptable to Bidder. If Bidder wishes to condition its Bid on any change to the APA or BTA, as applicable, then Bidder must expressly so state and must provide the specific language proposed by Bidder by redlining a copy of the APA or BTA so that it shows the specific additions (bold and underlined) and deletions (strike-through) that Bidder proposes. If a discrepancy exists between data submitted with a Bid and the mark-up submitted by Bidder, the mark-up will control. In accordance with this Section 7.6.2, GPC will not change or negotiate concepts embodied Exhibit O (*Material APA/BTA Terms and Conditions*) where the concepts can be applied to the Bid or otherwise materially change the value to GPC's customers or the risk allocated to the appropriate party in the Commission-approved RFP.

7.6.3. APA/BTA Conformance. After any APA/BTA Bid advances to the Short List, GPC and the Bidder will meet to further conform Project-specific provisions of the APA/BTA. The IE and Staff have the right, but not the obligation, to attend all meetings for the purpose of monitoring.

7.7. Refreshed Pricing Process; Design and Construction Assurances. As explained in Section 4.3 (*Refreshed Submission Pricing*), the RFP Process will include the refreshed pricing process found in Commission Rule 515-3-4-.04(3)(e)(4). After the Competitive Tier is determined, the IE will contact each Participant with a Submission that advanced to the Competitive Tier to inform the Participant that it may lower its Submission price as a final and best offer, as described in the applicable subsections below. The IE will post the Competitive Tier list on the IE Website showing each Participant's relative rank and the total evaluated cost of each Submission. Each Participant on the Competitive Tier list will be identified blindly, so each Participant may only see its rank compared to those of all other anonymous Competitive Tier Submissions. GPC will conduct a final evaluation of refreshed Submissions and advance the Short List of winning Submissions in accordance with the RFP Rule and as described in Section 8.6 (*Bid Lists*).

7.7.1. PPA Bid Refresh. Each PPA Bidder with a Bid that advances to the Competitive Tier will be given one opportunity to refresh the fixed-price portion of its Bid (i.e., capacity price and fuel transportation price).

7.7.2. APA/BTA Bid Refresh. Each APA/BTA Bidder with a Bid that advances to the Competitive Tier will be given one opportunity to refresh its acquisition price and fuel transportation price.

7.7.3. COP Refresh. If a COP advances to the Competitive Tier, the COP Team will be given one opportunity to refresh the total fixed-cost portion of the Company-Owned Proposal.

7.7.4. Assurances Regarding Facility Design and Construction. Any COP Team must submit to the IE a copy of a fully-executed EPC contract by the refreshed Submissions deadline stated in the Solicitation Schedule. If Participant's Submission proposes a New Resource, then by no later than seven Days after the date Participant receives notice that it's Submission advanced to the Short List, Participant must provide reasonable assurances, to GPC's satisfaction, regarding design and construction of the Facility.

7.8. Bid Validity. Each Bid must remain valid until the earlier of: (i) the date the RFP concludes; (ii) the date GPC files the applicable executed Awarded Contract with the Commission; or (iii) Bid withdrawal.

7.9. No Changes after Bid Period Concludes. Once the Bid Period closes, Participant will not be allowed to make any change to the Submission that would impact GPC's evaluation of the Submission, except as described in Section 7.7 (*Refreshed Pricing Process; Design and Construction Assurances*), Section 7.9.1 (*Submission Deficiencies*), Section 7.9.2 (*Bid or Company-Owned Proposal Errors*).

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

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

7.10. Submission Compliance. Any Submission that does not satisfy the applicable requirements of this All-Source RFP will be considered a Deficient Submission. GPC, in consultation with the IE and Staff, may choose to reject Deficient Submissions from further consideration.

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

7.12. Duty to Notify GPC of Issues Impacting Submissions. After Participant submits the Submission, Participant must promptly notify GPC in writing of any issue, event, or other development that impacts, or would reasonably be expected to impact, the development, construction, or completion of the Facility associated with the Submission.

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

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

7.15. Bid Withdrawal. Bidder may withdraw its Bid by submitting a Bid withdrawal notice via the "Messages" feature on 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. Bidder will not be entitled to a refund of any fees or any Bid Security if Bidder withdraws its Bid.

PART 8. BID EVALUATION AND AWARDED CONTRACTS; COMPANY-OWNED PROPOSAL EVALUATION

8.1. Staff and IE Oversight/Evaluation. In accordance with the RFP Rule, Staff and the IE actively and contemporaneously monitor all aspects of GPC's evaluation process for transparency purposes. Staff and the IE will review all Submissions and conduct an independent evaluation of the Capacity Resources offered to GPC in this All-Source RFP. Staff and the IE are permitted access to all documents and information utilized by GPC in its evaluation. GPC, Staff, and IE will meet to discuss and finalize the Competitive Tier and, after further evaluation of the Competitive Tier, the Short List, including Bids identified for Awarded Contract award and any Company-Owned Proposal identified for inclusion on the Short List.

8.2. Criteria. All Submissions in this All-Source RFP will be evaluated in accordance with the evaluation criteria and structure described in Exhibit H (*Overview of Evaluation Methodology*). GPC reserves the right to contact any Participant through the IE Website to request additional information on any aspect of a Submission. GPC also reserves the right to request that the IE contact any Participant for additional information or to cure a deficiency identified in a Submission.

8.3. Initial Review. Submissions that are complete and conform to RFP requirements will be ranked and screened on price to eliminate Submissions that are clearly not competitive before detailed economic modeling is performed.

8.4. Competitive Tier Identified. Under the oversight of the IE and Staff, GPC will evaluate all Submissions and determine a Competitive Tier that consists of the most competitive Submissions. An appropriate selection of Submissions meeting GPC's requirements will advance as the Competitive Tier for additional evaluation. GPC will further evaluate Submissions included in the Competitive Tier using appropriate production costing methods and models to ensure that all material cost impacts are quantified. GPC may evaluate Submissions against more than one CO2 and fuel scenarios. All Submissions (including Company-Owned Proposals, APA/BTA Bids, and Affiliate Bids) will be considered and evaluated together. As part of its Competitive Tier evaluation, GPC will review generation and transmission costs and Ancillary Service requirements, as appropriate, to determine the Submission's total cost impact. After the detailed transmission and portfolio analysis concludes, the most competitive Submissions will advance to the Short List, which may include one or more Company-Owned Proposals, for final evaluation and advancement. A Participant whose Submission(s) advanced to the Competitive Tier or Short List, or is released from this RFP, will be notified in accordance with the Solicitation Schedule. In addition, all Submissions in the Competitive Tier will undergo a comprehensive environmental review to ensure compliance with the requirements of this RFP, including Exhibit M (*Environmental Site Assessment Requirements*).

8.5. Bidder to Post Bid Security. Bidders with Bids that advance to the Competitive Tier must post Bid Security, as discussed in Section 4.7 (*Bid Security*), before further detailed evaluation may occur.

8.6. Bid Lists. In accordance with the Solicitation Schedule, upon completion of the Competitive Tier evaluation, Participant will be notified if its Submission is on the Short List, Reserve List, or Release List. Using the IE Website, the Evaluation Team will contact each Bidder with a Bid advanced to the Short List to finalize and execute the PPA, APA, or BTA, as applicable. A Submission on the Reserve List is a Submission 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 Participant withdraws or is unable to proceed. A Submission on the Release List was determined to be non-competitive and will no longer be considered for advancement in this All-Source RFP. Release List determinations are final and will not be reconsidered. By the end of the RFP Process, all Submissions 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 and Company-Owned Proposals will be placed on the Release List.

8.6.1. Short List. After full evaluation of the Competitive Tier Submissions, successful Competitive Tier Submissions will advance to the Short List. Short-listed Submissions will be re-evaluated and compared before GPC finalizes any decisions regarding its choice of resource(s) to meet identified needs. Each Bidder with a Bid advanced to the Short List for further evaluation must also provide the following information, as applicable and if requested by GPC: (i) updates to the construction schedule; (ii) a current Site plan; (iii) equipment delivery schedules; and (iv) any financial and business data associated with the Seller, the Facility, the PPA, the APA, or BTA that GPC would need to independently make 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 or balance sheets) may also be required.

8.7. Awarded Contract Execution. 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. Upon finalization of the Short List, Winning Bidders will be notified and asked to meet with GPC and the IE, and with Staff who choose to participate, to discuss execution of the Awarded Contract. A Winning Bidder will enter into the applicable and conforming pro forma PPA or conforming APA or BTA with GPC. As stated in RFP Section 7.5.7.B (*Material Conformance*) and Section 7.6.3 (*APA/BTA Conformance*), GPC will not accept substantive or material changes to the pro forma PPA or deviations from Exhibit O (*Material APA/BTA Terms and Conditions*) 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), by the date set forth in the Solicitation Schedule. Any remaining non-competitive Submissions will be released in accordance with the Solicitation Schedule.

8.8. Rejection of Submissions. GPC reserves the right, without qualification and in its sole discretion, to reject as non-responsive any Submission for failure to meet any RFP requirement. If GPC discovers that any Bidder violated this All-Source RFP or otherwise violated the spirit and intent of this All-Source 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. By way of example and not by limitation, the following will constitute a non-responsive Bid: (i) a Bid offering non-firm capacity; (ii) an uncured, incomplete, or non-specific Bid; or (iii) a Bid that fails to materially comply with the provisions of the applicable pro forma PPA. GPC further reserves the right, without qualification and in its sole discretion, to decline to enter a PPA, APA, or BTA with any Bidder for any reason. GPC will not refund any Bid Fee or other costs associated with any Bid for any reason, including GPC's rejection of the Bid or failure by Bidder to execute an Awarded Contract.

8.8.1. Rejection of Bid for Failure to Respond or Comply with Deadlines. GPC reserves the right to reject any Deficient Bid at any time if Bidder fails to submit required information, make a required payment, or otherwise provide to GPC any required deliverable by the deadline set forth in this All-Source 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 Bid is found to be a Deficient Bid, then it may be placed on the Release List and released from this All-Source RFP. GPC is not required to contact any Bidder to obtain any omitted information.

8.8.2. 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 All-Source 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.

8.8.3. Rejection of Bid for Failure to Demonstrate Site Control. GPC reserves the right to reject any Bid if Bidder fails to demonstrate Site Control at the time of Bid submission or at any other time during the RFP Process.

8.8.4. 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 such case, GPC may reject the Bid.

8.9. 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 All-Source RFP waives the right to claim any recourse against GPC or any of its Affiliates or IE for either rejection of Bidder's Bid(s) or for failure to execute an Awarded Contract for any reason.**

8.10. Fees Nonrefundable. Bid Fees submitted by any Bidder will not be refunded (unless otherwise determined in the sole discretion of GPC) in the case of any modification or withdrawal of this All-Source RFP, rejection of any Bid, or failure to execute an Awarded Contract.

PART 9. QUALIFYING FACILITIES

9.1. Qualifying Facility Participation. This section applies to any QF desiring to fulfill part of GPC's capacity needs identified in this All-Source RFP, with the rights and opportunities subject to PURPA and the October 1994 Commission Order in Docket No. 4822 concerning the treatment of QFs, as well as the Commission Rule 515-3-4-.04. For more information on Commission Rules governing QFs and the standard QF contract form, a QF should refer to the applicable Commission Orders in Commission Docket Nos. 4822 and 19279. Participating QFs must complete all required forms as directed through the IE Website. Participating QFs are offered capacity and energy payments on terms equivalent to the total evaluated cost of the last winning Bid or the first displaced Bid as determined most appropriately with each capacity-based RFP, and in accordance with the Commission's Supplemental Order in Docket No. 19279. QFs may direct any questions to the IE Website Q&A portal for response by GPC.

9.1.1. QFs Required to Compete. Any small power production QF sized larger than 30 MW and any cogeneration QF offering to sell more than 30 MW of Contracted Capacity must compete in this All-Source RFP in accordance with the Commission's Rules and Orders in the above-listed dockets.

9.1.2. QFs Not Required to Compete. Any small power production QF sized 30 MW or less and any cogeneration QF offering to sell 30 MW or less of Contracted Capacity need not compete in this All-Source RFP (and therefore should not submit a Bid through the IE Website) but, if desiring to fulfill part of GPC's needs identified in this All-Source RFP, may submit a QF notice of intent (QF NOI) through the IE Website by the Bid Due Date specified in the Solicitation Schedule. QFs may not be subdivided into multiple parts to qualify for the 30 MW-or-less exemption.

A. Submission Requirements. Each QF that submits a QF NOI must also provide information suitable for GPC to establish that the entity is a QF (e.g., a FERC Form 556). The QF must also provide GPC with the following information:

- Location of the generation Facility
- Expected output of the Facility
- Fuel and Technology type
- Operational Characteristics (anticipated load Profile)
  - capacity factor
  - dispatchability (ability to schedule energy output)

- availability factor
- Cost of Energy Delivered (Variable O&M and Fuel)
- Projected life of the Facility (requested term of the PPA)
- Designation as a small power production QF or cogeneration QF

PART 10. CERTIFICATION

10.1. Awarded Contract Certification. Following completion of the All-Source RFP evaluation and award process, GPC will seek Commission Certification, under O.C.G.A. § 46-3A-4, of each Awarded Contract executed with this All-Source RFP. The Certification process will take place under a separate Commission Docket and may take up to six months to complete, unless otherwise expedited by the Commission Order. GPC's performance of an Awarded Contract is conditioned on the Commission issuing a certificate approving the Awarded Contract in a timely manner without material qualification or condition adversely affecting GPC; otherwise, the Awarded Contract will provide that GPC may terminate the PPA without any further obligation. In addition to GPC's Awarded Contract obligations being contingent on Commission approval, GPC's obligations are also contingent upon GPC continuing to have a need for capacity and energy for the identified need years.

10.1.1. FERC Acceptance. 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, the Awarded Contract will provide that either party may terminate the Awarded Contract without any further legal obligation.

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

EXHIBIT A – DUE DILIGENCE PHASES AND FEES OVERVIEW (APA AND BTA BIDS ONLY)

PART 1 BID INFORMATION.

1.1 Identification of Critical Due Diligence Topics for First Due Diligence Phase. At the time of Bid submission, an APA/BTA Bidder must: (i) provide the APA/BTA Due Diligence Checklist available on the IE Website and required accompanying documents; and (ii) recommend additional critical due diligence topics that the Evaluation Team should include in the first due diligence phase ("**Phase One Due Diligence**") described in this Exhibit A. If Bidder is proposing an APA, Bidder must identify known plant equipment and operational concerns (e.g., vibrations, recurring problems or failures, needed maintenance, cracked turbine blades) and known legal or environmental issues concerning the Facility so key issues that could affect life-cycle cost or Facility reliability can be addressed early in the due diligence process.

PART 2 INITIAL ECONOMIC SCREEN ($20,000 FEE).

2.1 Bid Fee. Each Bidder must submit a non-refundable Bid Fee ($20,000) with each Bid in accordance with RFP Section 7.4.3 (*Bid Fees*) before the Evaluation Team will begin evaluating the Bid.

2.2 Screening Overview. If a Bid advances past the initial economic screening, the Bid will proceed through the additional due diligence steps outlined in the following sections of this Exhibit A.

PART 3 PHASE ONE DUE DILIGENCE ($50,000 FEE).

3.1 Fee Requirement. Bidder must submit a Phase One Due Diligence Fee of $50,000 in addition to the required Bid Fee ($20,000) by no later than the Bid Due Date shown in the Solicitation Schedule. The total initial payment required for APA/BTA Bids is $70,000, which is the *sum* of: (i) the $20,000 Bid Fee; *plus* (ii) the $50,000 Phase One Due Diligence Fee.

3.2 Phase One Due Diligence Overview. Phase One Due Diligence will consist of "fatal flaw assessment" to determine if there are significant issues with the APA/BTA Bid that would call into question the value of the asset. The Phase One Due Diligence review will be preliminary and will include the following:

A. APA Phase One Due Diligence

(i) Technical and engineering review of APA Due Diligence Checklist and accompanying documents, including review of major equipment and balance of plant components.

(a) For items requested in the APA Due Diligence Checklist and required accompanying documents that Bidder does not provide with the Bid Submission, Bidder must explain in writing why Bidder did not submit the information. Bidder must provide to the Evaluation Team for review, any applicable information or supporting documentation that Bidder obtains during due diligence.

(ii) Review of independent engineering report.

(iii) Site design and engineering review.

(iv) Review of Bidder-identified due diligence topics.

B. BTA Phase One Due Diligence

(i) Technical and engineering review of BTA Due Diligence Checklist and accompanying documents, including review of major equipment and balance of plant components.

(a) For items requested in the BTA Due Diligence Checklist and required accompanying documents that Bidder does not provide with the Bid submission, Bidder must explain in writing why Bidder did not submit the information. Bidder must provide to the Evaluation Team for review, any applicable information or supporting documentation that Bidder obtains during due diligence.

(ii) Proposed Site design and initial engineering review.

(iii) Review of Bidder-identified due diligence topics.

3.3 Refund or Credit of Unused Fee. If GPC does not expend the entire $50,000 Phase One Due Diligence Fee, GPC will refund the unused portion to Bidder or credit the balance as payment toward the Phase Two Due Diligence Fee, as applicable.

PART 4 PHASE TWO DUE DILIGENCE (UP TO $800,000 FEE).

4.1 Fee Requirements. If the Bid satisfies the Phase One Due Diligence review and advances to the Competitive Tier, then, to proceed with the second due diligence phase ("**Phase Two Due Diligence**"), Bidder must submit an initial Phase Two Due Diligence Fee of $400,000, less any credit from the Phase One Due Diligence Fee that is applied toward the initial Phase Two Due Diligence Fee. To proceed to Phase Two Due Diligence, Bidder must pay the initial Phase Two Due Diligence Fee by no later than 15 Business Days after the Bid advances to the Competitive Tier. If the costs of Phase Two Due Diligence exceed the initial Phase Two Due Diligence Fee amount of $400,000, the Evaluation Team will request from Bidder, by no later than 10 Business Days before the deadline for refreshed Submissions for Competitive Tier as shown in the Solicitation Schedule, a second Phase Two Due Diligence Fee of $400,000. Bidder must submit the second Phase Two Due Diligence Fee by no later than the deadline for refreshed Submissions for Competitive Tier as shown in the Solicitation Schedule. The total Phase Two Due Diligence Fee will not exceed $800,000, which is the *sum* of: (i) the initial Phase Two Due Diligence Fee of $400,000; *plus* the second Phase Two Due Diligence Fee of $400,000.

A. In addition to a detailed review of all pertinent documentation associated with any APA/BTA Bid, Phase Two Due Diligence will require on-Site visits by GPC, including GPC representatives with experience in areas required for an adequate assessment of the proposed resource, including the following:

(i) Technical Services

(ii) Accounting and Finance

(iii) Operations & Maintenance

(iv) Environmental and Natural Resources

(v) Safety and Health

(vi) Risk Management

B. The Evaluation Team will continue its review of additional documentation provided by Bidder, including:

(i) Bidder's proposed APA/BTA mark-ups;

(ii) Site-specific documentation (e.g., permits, surveys, EPC information, etc.); and

(iii) All available existing and proposed legal documents impacting the transaction (initial review).

4.2 Refund or Credit of Unused Fee. If GPC does not expend the entire second Phase Two Due Diligence Fee, GPC will refund the unused portion to Bidder or apply the balance as a credit toward the Phase Three Due Diligence Fee, as applicable.

PART 5 PHASE THREE DUE DILIGENCE ($135,000 FEE).

5.1 Fee Requirement. If the Bid satisfies the Phase Two Due Diligence review, and if Bid advances to the Short List, Bidder must submit the Phase Three Due Diligence Fee of $135,000, less any credit from the Phase Two Due Diligence Fee, to proceed to the third due diligence phase ("**Phase Three Due Diligence**") and remain on the Short List. The Phase Three Due Diligence Fee is due no later than five Business Days after Short List notification.

A. In addition to a review of all pertinent documentation associated with any APA/BTA Bid, the need and extent of Phase Three Due Diligence review will depend upon the results of earlier due diligence phases and the extent of any area requiring further assessment. Phase Three Due Diligence will include detailed review of:

(i) Detailed risk assessment;

(ii) Accounting, finance, and tax review (including any expected tax credits or impacts);

(iii) Federal regulatory strategy and assessment;

(iv) Final, detailed legal review of all existing and proposed legal documents impacting or regarding the transaction; and

(v) Possible on-Site visits by the GPC team, including personnel from all GPC areas required for an adequate assessment of the proposed resource.

5.2 Refund or Credit of Unused Fee. If GPC does not expend the entire Phase Three Due Diligence Fee, GPC will refund the unused portion to Bidder or apply the balance as a credit toward the Winner's Fee, as applicable.

PART 6 FEE CAP; BID BOND.

6.1 Winning Bids; Bid Bond Return. If Bidder and GPC execute an Awarded Contract, Bidder must pay all Due Diligence Fees, up to a maximum of $985,000, and GPC will release the Bid Security.

6.2 Bid Security Forfeiture for Bidder Withdraw. If Bidder withdraws its Bid, GPC will return any unused portion of the Due Diligence Fees paid, if any remaining, and Bidder will forfeit the Bid Security in accordance with RFP Section 4.7 (*Bid Security*).

PART 7 PART 7 DUE DILIGENCE FEES WIRING INSTRUCTIONS

7.1 Wiring Instructions. Bidder must pay to GPC all Due Diligence Fees described in this Exhibit A by wire transfer to the following account:

Georgia Power Company
Bank of America
ABA 026009593 WIRE
ABA 111000012 ACH
ACCT. 4451853103

Due Diligence Fees sent to any other address will be rejected.

EXHIBIT B – INTERCONNECTION AND DELIVERY REQUIREMENTS

Each Bidder is responsible for determining all transmission interconnection and delivery-related rules, practices, and policies with which Bidder must comply. Each Bid must comply with the general requirements outlined in Part 1 (*Interconnection and Delivery Requirements – General*) of this Exhibit B and with one of the interconnection options described in Parts 2 (*Interconnection with the Southern Company Transmission System (>40 kV)*), 3 (*Interconnection to the Electric System of an ITS Participant (>40 kV)*), or 4 (*Interconnection of a Non-ESS Facility Outside the STT (PPA Bidders Only)*) of this Exhibit B.

PART 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 GPC's opinion, 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 2.6 (*Facility Interconnecting Directly to GPC*) of this Exhibit B 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.

A. Bid Price Assumptions. If the Facility's POI is not on the Southern Company Transmission System, each Bid must state the assumptions regarding interconnection and delivery costs that are included in the 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.

B. Bid Lead-Time Assumptions. Each Bid must describe the Facility's current status within the applicable interconnection process and Bidder's ability to meet the RCOD, or RCD in the case of an APA or a BTA, based upon the applicable interconnection process timeline.

C. Interconnection Agreement Required. Each Winning Bidder must enter into an IA 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 All-Source RFP does not constitute an interconnection request or an IA**. Bidder is solely responsible for all fees, deposits, and other charges regarding Bidder's interconnection request and the IA. At any point in time, the Facility is prohibited from delivering output to the Point of Delivery that exceeds the lesser of the Generating Capacity or the Interconnection Limit.

D. 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. If Bidder has an IA in suspension, Bidder must initiate the process with the appropriate Interconnection Provider to move out of suspension and back to active status by no later than seven Days after notification that the Bid advanced to the Short List. If Bidder has not submitted an interconnection request as of the date of the Bid's advancement to the Competitive Tier, Bidder must initiate the interconnection process with the appropriate Interconnection Provider no later than seven Days prior to Short List determination as set forth in the Solicitation Schedule. Further, Bidder is responsible for understanding applicable timing requirements associated with submitting an interconnection request and obtaining an Interconnection Agreement from the applicable Interconnection Provider and any related risk to meeting the RCOD, or RCD in the case of an APA or a BTA, of this RFP.

PART 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, Bidder's interconnection request will be subject to the rules set forth in either FERC Order No. 2003 ("**Order 2003**") or FERC Order No. 2023 ("**Order 2023**"), as described below:

A. For Bids with an active interconnection request and a Facilities Study agreement executed on or before 03/05/2024, Bidder may continue with that interconnection request under the Order 2003 process and obtain an LGIA under Order 2003;

B. For Bids with an active interconnection request that executed a System Impact Study agreement on or before 01/16/2024, Bidder may elect to continue that interconnection request through the Transitional Serial Facilities Study and obtain an LGIA under Order 2023 by December, 2024;

C. For Bids with an active interconnection request that did not commence System Impact Study on or before 01/16/2024 or those assigned a queue position on or before 04/04/2024, Bidder may elect to participate in the Transitional Cluster Study and obtain an LGIA under Order 2023 by May, 2025;

D. Other Bidders who do not already have a queue position, but wish to enter the Transitional Cluster Study, may want to submit an interconnection request for their Facility by 03/15/2024 to minimize risk of not being granted a queue position by the close of the Transitional Cluster Study request window on 04/04/2024;

E. Absent further guidance regarding Order 2023, all other Bidders with Bids advanced to the Competitive Tier must submit an interconnection request for the 2025 annual Cluster Study. Queue positions for the 2025 annual Cluster may be assigned beginning 03/03/2025, and the 2025 annual Cluster Request Window will remain open for 45 Days. GPC recommends obtaining a queue position for the 2025 annual Cluster sooner rather than later within the 2025 annual Cluster Request Window to minimize risk of being deemed withdrawn and excluded from the 2025 annual Cluster. Bidders who elect to wait for the 2025 annual Cluster to submit an interconnection request may experience difficulty in meeting the earlier RCOD or RCD of this RFP, as applicable.

F. NOTE TO ALL BIDDERS: All dates in this RFP regarding Order 2023 are subject to change until FERC's approval of Southern Companies' compliance filing. As a result, Bidders should consult Southern Company's OASIS website (http://www.oatioasis.com/SOCO/index.html) for the most accurate and up-to-date information regarding Southern Companies' implementation of Order 2023.

2.2 Evaluation Assumptions. Bid evaluation will assume that large generator interconnection procedures ("**LGIP**") apply and that Bidder executed a large generator interconnection agreement (**"LGIA**") . The Southern Company Transmission System includes facilities owned by GPC or one of its regulated electric utility Affiliates (Alabama Power or Mississippi Power). 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 website at: http://www.oatioasis.com/SOCO/index.html.

2.3 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. Interconnection 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 cost, 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.

2.4 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 interconnection costs for new or modified equipment on the Southern Company Transmission System beyond the POI (refundable "Network Upgrades" under the LGIP/LGIA) 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 2.3 (*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 Costs. A Winning Bidder (i.e., Seller) may be required under the terms of its SCS LGIA to fund or provide security for new or modified equipment beyond the POI (interconnection costs beyond the POI that are refundable "Network Upgrades" per the LGIP/LGIA). However, if 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 security will be released in accordance with LGIA terms and Southern OATT.

C. Affected System Interconnection Costs. If a winning Bid has 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 Bidder's sole responsibility and will not be reimbursed by GPC. Any reimbursement for these costs is a matter strictly between the Affected System and Bidder.

2.5 Delivery Impacts. For 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 any other Electric System 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 other Electric System owners) to deliver the full output of the Facility, Seller must deliver to GPC Upgrade Security in the amount of the cost to make the improvements as determined by GPC as of the Awarded Contract Effective Date. To the extent an ITS Participant or other Electric System owner has not notified GPC of such costs before the Awarded Contract Effective Date, GPC may refine the cost estimate 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. After the Facility achieves Commercial Operation or Closing, as applicable, GPC will return the Upgrade Security to Seller. Alternatively, 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, GPC may draw upon the Upgrade Security, subject to repayment in accordance with any applicable OATT.

2.6 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, Georgia Power, Alabama Power, or Mississippi Power.

2.7 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, and all property rights documentation must be timely obtained, negotiated, and executed. During the Interconnection Study process, GPC and Bidder will discuss and agree upon Interconnection Facilities and Access Route siting. 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 before 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) regarding 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) regarding 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 when 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 no later than 14 Days after the Commission Certification;

(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 1.1.D (*Timing and Notification of Initiating Interconnection Process (New Facility)*) of this Exhibit B; or

(iii) If the interconnection request is still in study phase or if not in suspension but the IA has not been finalized,

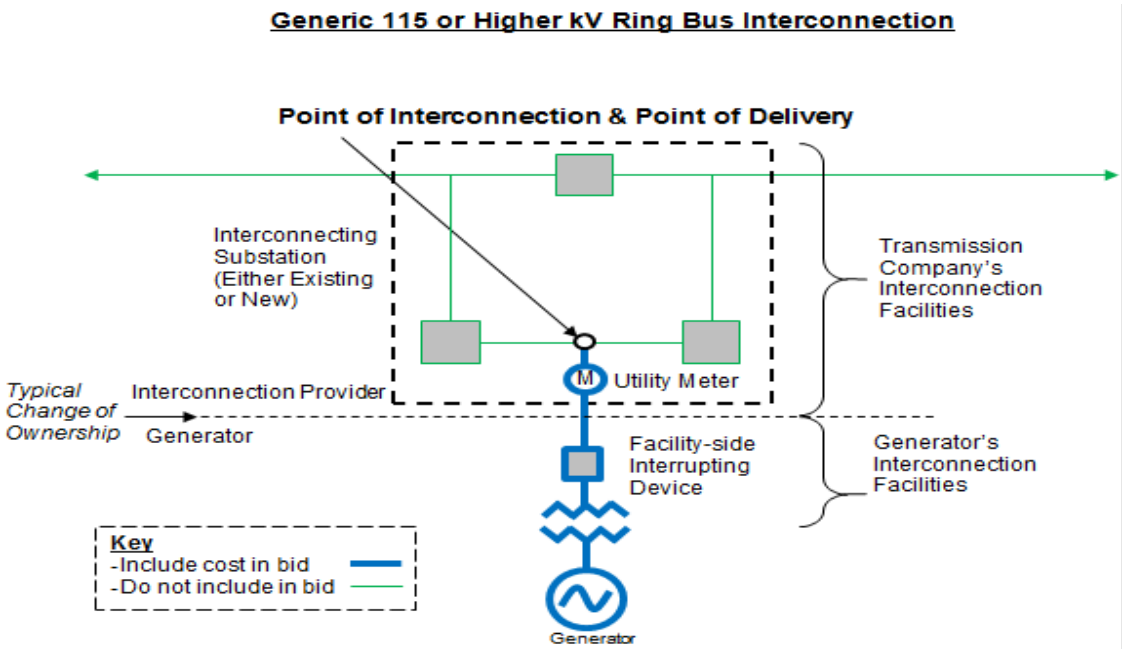
then by no later than 45 Days after the IA is provided to Bidder for execution, Bidder must submit a notice to proceed to initiate construction of Interconnection Facilities. Depending upon when Bidder initiates the interconnection process, Bidder may be required to enter into an engineering and procurement 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 the IA.

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

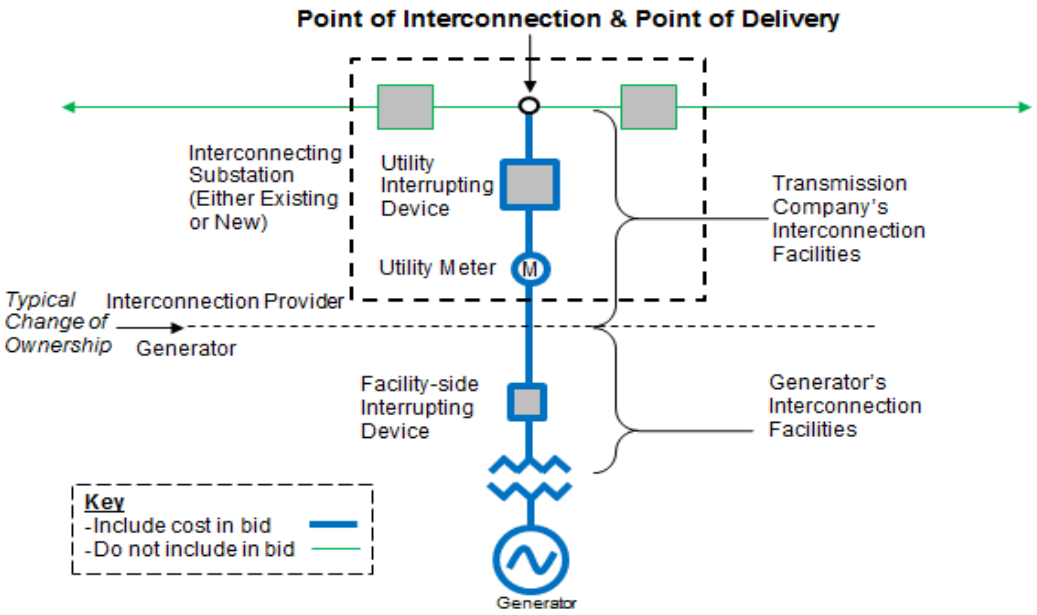
A. POI. The POI refers to the point where the Interconnection Facilities connect to the Interconnection Provider's Electric System. The POI is not necessarily the same as the point of change of ownership of equipment.

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

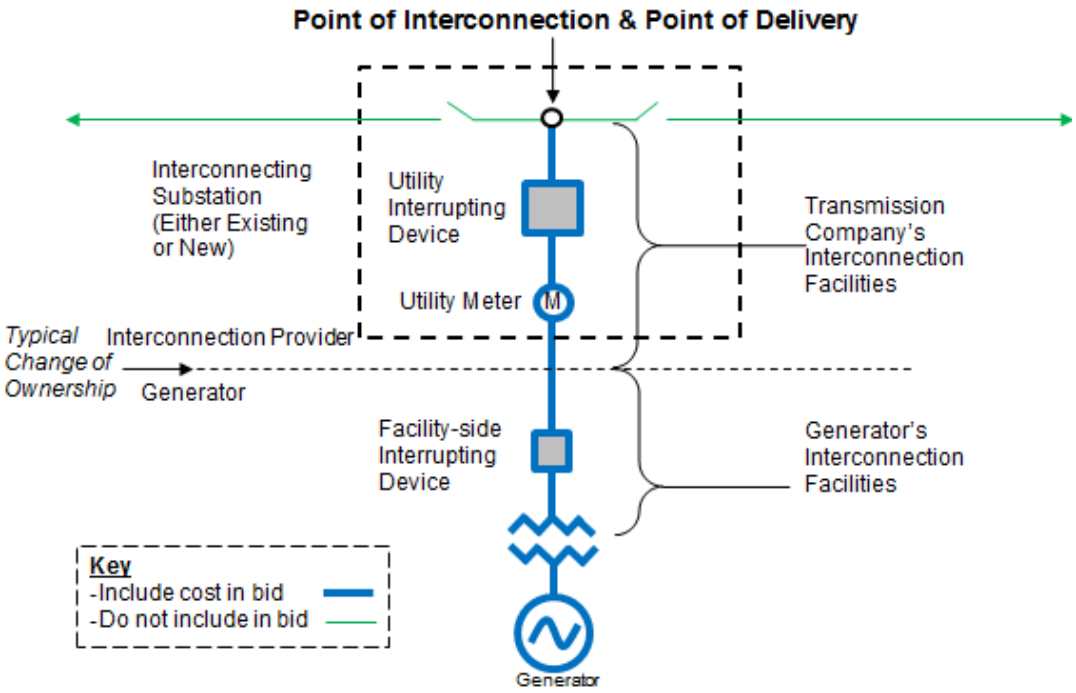
C. Additional Information. Information regarding interconnection to the Southern Company Transmission System may be found at Southern Company's OASIS website at https://www.oasis.oati.com/SOCO. Information about Seller's interconnection under the Southern OATT can be found in the *Generator Interconnection* 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.



Generic Transmission Straight Bus Interconnection



Generic 115 kV Line or 46 kV Line Tap Interconnection



PART 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 POI 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. Each

ITS Participant utilizes its own Interconnection Study process and Bidder is responsible for determining all rules, practices, policies, and timelines with which it must comply to obtain an Interconnection Agreement with the ITS Participant. If Bidder has not submitted an interconnection request as of the date the Bid advances to the Competitive Tier, Bidder must initiate the interconnection process with the appropriate Interconnection Provider at least seven Days before the Short List determination date stated in the Solicitation Schedule.

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. Interconnection 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 or Affected System-owned transmission Interconnection Facilities beyond the POI. Those costs must be determined by Bidder and may be included in the Bid price. Any reimbursement for these costs is a matter strictly between the ITS Participant or Affected System and Bidder. However, any costs beyond the POI on the Southern Company Transmission System (i.e., one of the Southern Companies is an affected system to the Interconnection Provider) will be imputed to the Bid during the Bid evaluation and should not be included in the Bid price. In this circumstance, Seller must provide payment or security for design, procurement, and installation of the new or modified equipment beyond the POI on the Southern Company Transmission System according to the terms of an affected system construction agreement with the applicable Southern Company Transmission System owner. If the Facility achieves Commercial Operation or Closing occurs, as applicable, the security will be returned to Seller or repayment will be made according to the affected system construction agreement or the Southern OATT, as applicable.

3.4 Delivery Impacts. For 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 any other Electric System necessary to deliver the energy from the POI to GPC's customers. 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 (including any GPC obligation for payment to ITS Participants or other Electric System owners), Seller must 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. To the extent an ITS Participant or other Electric System owner has not notified GPC of such costs before the Effective Date of the Awarded Contract, GPC may refine the cost estimate 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. After the Facility achieves Commercial Operation or Closing, as applicable, GPC will return the Upgrade Security to Seller. Alternatively, 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, subject to repayment in accordance with any applicable OATT.

PART 4 INTERCONNECTION OF A NON-ESS FACILITY OUTSIDE THE STT (PPA BIDDERS ONLY)

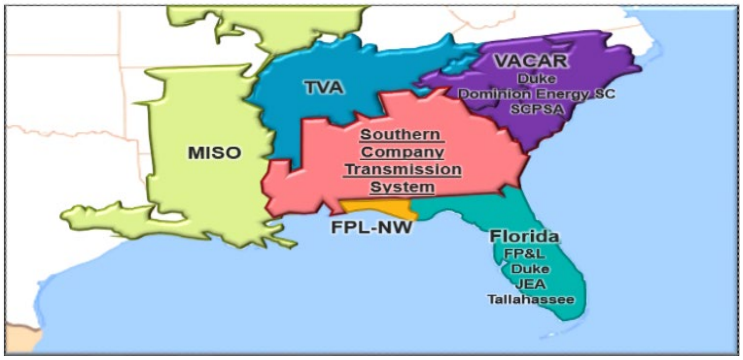
The following requirements apply to a Bid for a Facility that is not an ESS and is not interconnecting directly to the Southern Company Transmission System or to the Georgia ITS.

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. 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, to procure the required Firm Transmission Service, Bidder must initiate the TSR process with the appropriate provider at least seven Days before the Short List determination date stated in the Solicitation Schedule. Bidder must describe in its Bid its ability to meet the RCOD, based upon the applicable Firm Transmission Service process timeline for delivery to the selected Southern Transmission Interface.

A. For this All-Source 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 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***.



B. 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; all those costs and risks are Bidder's responsibility and may be included in the Bid price. Any reimbursement for these costs is a matter strictly between the Electric System owner and Bidder. However, interconnection costs beyond the POI on the Southern Company Transmission System (i.e., one of the Southern Companies is an affected system to the Interconnection Provider), if any, will be imputed to the Bid during the Bid evaluation and should not be included in the Bid price. In this circumstance, Seller must provide payment or security for the new or modified equipment on the Southern Company Transmission System beyond the POI according to the terms of an affected system construction agreement that would be executed by Bidder and the applicable Southern Company Transmission System owner. If the Facility achieves Commercial Operation, the security will be returned to Seller or repayment will be made according to the affected system construction agreement or the Southern OATT, as applicable.

4.4 Delivery Impacts. For 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 any other Electric System necessary to deliver the energy from the selected Southern Transmission Interface to GPC's customers.[1] 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, (including any GPC obligation for payment to ITS Participants or other Electric System owners), Seller must 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. To the extent an ITS Participant has not notified GPC of such costs before the Effective Date of the Awarded Contract, GPC may refine the cost estimate and will notify Seller of any change required to the amount of Upgrade Security. Seller will

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

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. After the Facility achieves Commercial Operation, GPC will return the Upgrade Security to Seller. Alternatively, GPC may draw upon the Upgrade Security in the event of early termination of the PPA prior to Commercial Operation, subject to repayment in accordance with any applicable OATT.

PART 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 Submission 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 Submission 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)	Interconnection costs beyond the POI related to upgrades on Southern Company Transmission System, if any Delivery costs within STT (Southern Company Transmission System + Georgia ITS)
Costs *NOT IMPUTED* to Submission 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	Any interconnection costs other than those related to upgrades on Southern Company Transmission System Any TSR or delivery costs from POI to Southern Transmission Interface

EXHIBIT C – ADDITIONAL BID INFORMATION AND QUESTIONNAIRE

This is a summary of information Bidder will need to complete certain fields of the Bid Form. This summary is not all-inclusive, and Bidder may be required to provide additional information.

PART 1 ADDITIONAL BID INFORMATION

Each Bid must supply the following information, as applicable:

1.1 Acknowledgment of several items that demonstrate the Bid meets the requirements of this All-Source RFP and that Bidder understands key provisions of the RFP.

1.2 For a new Facility, a construction schedule with all major activities from the Effective Date to Commercial Operation or Closing, as applicable.

1.3 Status of Interconnection Agreement, including:

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 the Interconnection 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 Facility Design Life, as applicable, and any property rights and permits needed between the Site and the Interconnection Provider's facilities.

1.4 Facility information, including:

A. Name

B. Location

C. Generating Capacity: _____ (MW)

D. Interconnection Limit: _____(MW)

E. Site Plan

F. Site Control Affidavit and Landowner Confirmation

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

1.5 For a Bid for an ESS Facility:

A. Facility size (maximum output at POI): _____ (MW)

B. Storage Device Design Capacity (SDDC): _____ (MW)

C. Storage Device Discharge Duration (SDDD): _____ (hours)

D. Storage Device Operating Energy (SDOE): _____ (MWh) (product of (ii)(SDDC) *and* (iii)(SDDD) above)

E. ESS maximum rate of charge: _____ (MW/min)

F. ESS Cycle Limit (per Day, Annual Period, life): ____

G. Guaranteed Round-Trip Efficiency: _____ (%)

H. Renewable Resource size (if applicable): ____ (MW)

I. Nominal Capability: ____(MW)

1.6 For a Bid proposing a thermal generation Facility:

A. Nominal Capability

B. Heat rate

C. Fuel/energy plan(s)

D. Start-up fuel

E. Variable O&M

F. Startup charge

G. Quick-start capability

1.7 Single-line drawings of the Facility

1.8 Appropriate technical information associated with an ESS, if any, including capacity and energy storage specifications, Round-Trip Efficiency, peak auxiliary power consumption, estimated annual auxiliary power consumption, warranty requirements, limitations of use, cold weather conditioning plans, control schemes, device configuration (AC coupled), 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 ESS, as more fully described in RFP Section 2.4 (*ESS Submissions*).

1.9 Performance data (ESS Only):

A. Maximum capability (MW AC and MW DC) (including any Renewable Resource and ESS)

B. 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 Microsoft Excel format

C. Specifications of what Bidder used to produce the Profile (summarize model assumptions, probability assumptions, weather assumptions, substation into which Facility is to be interconnected, key inputs, and methodology)

1.10 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

1.11 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.

1.12 Bid Information:

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

B. Qualifications:

(i) Previous project development experience, including experience providing the proposed product

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

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

1.13 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

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

1.14 A detailed description of any Eligible Collateral proposed by Bidder to secure its performance obligation.

1.15 Organizational Chart.

1.16 EOP Winter Readiness Plans, as required by Exhibit P (*Minimum Technical Requirements*).

1.17 Bid pricing information (as applicable, annual capacity price, all-in price, escalation rate, Variable O&M, etc.).

PART 2 PPA BIDDER QUESTIONNAIRE

The Bid Form will require all PPA Bidders to supply the information outlined in this RFP, including information regarding each resource included in a Bid, to include, as appropriate the following:

2.1 Documentation of the Bidder's previous experience providing the proposed product

2.2 A statement that the PPA will not require deconsolidation with GPC as the Primary Beneficiary by the Seller regarding Variable Interest Entity

2.3 PPA Term selection.

2.4 For a Bid proposing to develop a New Resource, a description of the status of all activities necessary to fully develop and implement the New Resource, such as negotiations for partnership agreements, equipment supplier agreements, engineering, procurement, construction (EPC) agreements, fuel transportation and fuel supply agreements, if applicable, all applicable environmental permitting (including the air permit and associated emission levels sought, if applicable), and financing. Bidder must describe in detail all contingencies.

2.5 For a Bid proposing to develop a New Resource, if Bidder cannot demonstrate to GPC's reasonable satisfaction that Bidder possesses the requisite expertise and experience in providing or operating the proposed resource, then Bidder must provide a certification from an independent, registered engineer acceptable to GPC to the effect that Bidder's arrangements are sufficiently firm and binding as to provide a comparable level of experience and expertise in developing and operating the entire proposed resource.

2.6 Statement of whether Bidder has offered or committed the proposed capacity in response to another RFP or otherwise and, if so, how it would be released to satisfy the need in this All-Source RFP.

2.7 Anticipated Commercial Operation Date.

2.8 The following information:

A. A U.S.G.S. 7.5-minute series topographic map indicating the Site and Facility location

B. A one-line diagram of the electrical system depicting the Facility's generator(s) or ESS and inverter, the generator or storage device step-up transformer(s), collector bus(es), high voltage circuit breaker(s), and POI. In addition, each Bidder must clearly mark the proposed POI on the one-line diagram and clearly indicate the line of demarcation between the Facility and the Transmission Service Provider's facilities. A Bidder proposing an ESS with Renewable Resource must indicate on the one-line diagram the Renewable Resource's proposed POI to the Southern Company Transmission System as well as the meter locations: (i) for the ESS to the POI; (ii) for the

Renewable Resource to the ESS when charging; (iii) for the Renewable Resource to the POI; (iv) from the POI to the ESS when grid charging; and (v) for Station Service.

C. A detailed description of the fuel and water supplies, as applicable, (including source, quality, adequacy, and water permits), location and quantity available for CC or CT Bids

D. A thorough description of all anticipated environmental impacts and compliance, for both New and Existing Resources, for the full PPA Term

E. The unit's quick start capability. If bidding this feature, the unit must have the ability to go from first discharge to synchronization in less than 10 minutes. GPC, as buyer, will provide the Seller with five minutes notice to achieve first discharge.

F. Unit design specifications for emissions rates, capacity for each operating mode, as applicable, and maintenance requirements. Where applicable, the information must be provided separately for gas operation and oil operation.

G. For Existing Resources, provide the age of the unit, estimated remaining useful life (years), and major equipment and maintenance requirements, and for CC and CT Bids, recent historical information sufficient to demonstrate the emissions rates and capacity for each operating mode.

H. For ESS Bids, provide the manufacturer, make, and model of the major storage equipment /devices.

I. For a New Resource, a construction schedule with all major milestones and activities from PPA award through Commercial Operation, including permitting activities.

J. Site Control Affidavit.

2.9 Consistent with manufacturer's recommendations, description of any minimum schedule or minimum down time for the Facility and provide the ramp rate and minimum output for the Facility. For gas units, include in the description how the Facility's design accommodates maximum turndown while maintaining emissions within required limits throughout the turndown range.

2.10 Description of any other limitations on the use or availability of the energy.

2.11 Identification of any pre-existing fuel arrangements and whether and how Bidder will assign to GPC its pre-existing fuel arrangements, as applicable. For ESS Bids, identification of any transmission service in place for the proposed Facility.

2.12 For CC or CT Bids, the following information regarding any backup fuel oil capability:

A. Any costs to be borne by GPC related to backup fuel oil.

B. The storage capability of the on-site fuel oil storage tank.

C. The maximum hourly replenishment rate for fuel oil.

D. The permitted equivalent emissions rates while operating on fuel oil.

E. When the Facility is operating on fuel oil, definition of the operational constraints that result from environmental limits specified in the air permit. If there is a limit on the number of annual hours of operation, identify the cumulative hour limit.

F. Whether the capacity has a demineralized water system, or any other systems, that cause an operational limitation for the Facility operating on fuel oil.

G. Any limits, other than the air permit limits, to GPC's rights to schedule the Facility on fuel oil.

2.13 To the extent not covered by the Environmental Compliance Affidavit, a thorough description of anticipated environmental impact and compliance activities.

2.14 VIE (Exhibit J) and Finance Lease Certification (Exhibit K).

PART 3 APA AND BTA BIDDER QUESTIONNAIRE

The APA or BTA Bid Form will require each APA/BTA Bidder to supply the information outlined in this All-Source RFP, including the following information regarding each resource included in the APA or BTA Bid, as appropriate:

3.1 All information requested in the APA/BTA Due Diligence Checklist.

3.2 Facility Design Life.

3.3 Anticipated Required Closing Date.

3.4 For an APA Bid, a description of the status of all activities necessary to complete the sale of the Facility, such as negotiations for creditor agreements, partnership agreements, power purchase agreements (or similar obligations), long-term service agreements ("**LTSA**"), equipment supplier agreements, EPC agreements, fuel transportation and fuel supply agreements, if applicable, permitting (particularly the air permit and associated emission levels), financing, etc. The Bid must describe all contingencies in detail.

3.5 For a BTA Bid, a description of the status of all activities necessary to fully develop and implement the New Resource, such as negotiations for partnership agreements, equipment supplier agreements, engineering, procurement, and construction (EPC) agreements, fuel transportation and fuel supply agreements, if applicable, all applicable environmental permitting (including the air permit and associated emission levels sought, if applicable), and financing. Bidder must describe in detail all contingencies.

3.6 Description of whether the Facility has been offered or committed in response to another RFP or otherwise and, if so, how it would be released to meet this RFP's identified need. Identify any encumbrances on production and delivery of energy from the Facility to GPC.

3.7 The following information:

A. A listing of all appurtenances, inventory, and rights to be assigned with the sale, including gas lateral, substation, Interconnection Facilities, makeup water supplies, ancillary structures and equipment, fuel inventory, spare parts, materials, easements, etc.

B. A U.S.G.S. 7.5-minute series topographic map indicating the plant location.

C. A one-line diagram of the electrical system depicting the Facility's generator(s) or ESS and inverter, the generator or storage device step-up transformer(s), collector bus(es), high voltage circuit breaker(s), and connections to POI. In addition, each Bidder must clearly mark the proposed POI on the one-line diagram and clearly indicate the line of demarcation between the Facility and the Transmission Service Provider's facilities. A Bidder proposing an ESS with Renewable Resource must indicate on the one-line diagram the Renewable Resource's proposed POI to the Southern Company Transmission System as well as the meter locations: (i) for the ESS to the POI; (ii) for the Renewable Resource to the ESS when charging; (iii) for the Renewable Resource to the POI; (iv) from the POI to the ESS when grid charging; and (v) for Station Service.

D. A detailed description of the fuel and water supplies, as applicable, (including source, quality, adequacy, and water permits), location and quantity available, and the pricing and term of associated contracts.

E. A thorough description of all anticipated environmental impacts and compliance, for both new and existing physical resources, for the full Facility Design Life.

F. The unit's quick start capability. If claiming this feature, the unit must have the ability to go from first discharge to synchronization in less than ten minutes with five minutes notice.

G. Unit design specifications for emissions rates, capacity for each operating mode, and expected maintenance requirements. Where applicable, the information will be provided separately for gas operation and oil operation.

H. For APA Bids, provide the age of the unit and major equipment and recent historical information maintenance requirements, and for CC and CT Bids, recent historical information sufficient to demonstrate the emissions rates, capacity for each operating mode

I. For APA Bids, an independent engineer's report for the Facility, performed within the last calendar year including, project description, site arrangement, technology description, key project agreements, O&M history, environmental review, and financial review.

J. To the extent not provided in the independent engineer's report requested in Section (I), as applicable, provide information related to the most current LTSA, including the following:

(i) Current number of factored fired hours and factored starts for each gas turbine;

(ii) Number of factored fired hours and factored starts for each gas turbine at the time of the prior LTSA-covered outage event or inspection (e.g., hot gas path, major inspections, etc.);

(iii) Forecast of factored fired hours and factored starts for each gas turbine at the time of the next LTSA-covered or required outage event or inspection;

(iv) A general description of the LTSA (e.g., whether it covers planned and unplanned maintenance, planned only, etc.);

(v) The total LTSA term obligation and the amount of time remaining in the term of the LTSA;

(vi) Projections of the remaining cash flows relating to the LTSA by fixed and variable or event-based payments; and

(vii) A general description of any LTSA provisions regarding early termination for convenience or sale of the asset.

3.8 Consistent with manufacturer's recommendations, description of any minimum schedule or minimum down time for the Facility, and the ramp rate and minimum output for the Facility. Include in the description how the Facility's design accommodates maximum turndown while maintaining emissions within required limits throughout the turndown range.

3.9 Description of any other limitations on the use or availability of the energy.

3.10 The following information regarding any backup fuel oil capability, as applicable:

A. Any costs to be borne by GPC related to backup fuel oil.

B. The storage capability of the on-site fuel oil storage tank.

C. The maximum hourly replenishment rate for fuel oil.

D. The permitted equivalent emissions rates while operating on fuel oil.

E. When the Facility is operating on fuel oil, definition of the operational constraints that result from environmental limits specified in the air permit. If there is a limit on the number of annual hours of operation, identify the cumulative hour limit.

F. Description of whether the capacity of the demineralized water system, or any other systems, result in an operational limitation for the Facility operating on fuel oil.

G. Description of any limits, other than the air permit limits, that would impact the Facility's ability to be operated on fuel oil.

H. Details concerning the Facility's maintenance of fuel oil inventory.

3.11 APA Bids must also provide operating history, list of spare parts, and existing Facility maintenance agreements.

3.12 APA and BTA Bids must also indicate if Bidder owns: (i) any real property adjacent to the Facility; and (ii) any land where the distribution network for Station Service is located. In each instance, Bidder should indicate if its Bid offers GPC an option to purchase the additional real property.

EXHIBIT D – FORM OF SITE CONTROL AFFIDAVIT AND LANDOWNER CONFIRMATION

#InsertBidder'sLetterhead

#InsertDate

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

Subject: Georgia Power Company's All-Source RFP – Site Control
Bid No. #BidNumber

Ladies and Gentlemen:
In accordance with the provisions of the Georgia Power Company ("**GPC**") 2022-2028 Capacity Request for Proposals ("**All-Source RFP**"), #BidderLegalName# a ***OR*** an #OrgState# #limited liability company# ***OR*** #OtherOrgStructure# ("**Bidder**"), submits this Site Control Affidavit ("**Affidavit**") in support of Bid No. #BidNumber 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 to participate, Bidder or Seller, as applicable, must, among other things, possess Site Control, as such term is defined in this Affidavit. Capitalized words used without definition here have the meaning shown in the All-Source RFP.
Bidder 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 All-Source Capacity RFP Exhibit D (*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, Bidder or Seller is or will be the holder of every right-of-way grant, easement, or similar instrument(s) necessary for access to the Site, or otherwise to enable the construction, installation, and commissioning of the Facility and the operation, maintenance, and repair of the Facility during the #PPA Term*OR*#Facility Design Life.
5. The Site is adequate for the Facility and lawfully zoned for the Facility #[*Note to Bidders: the following option is applicable to PPA Bidders only*:], or, if not already appropriately zoned, Bidder or Seller agrees to obtain appropriate zoning, and all other governmental approvals required for use of the Site, before Seller's execution of the PPA#.
6. Bidder will promptly notify GPC in writing of any change in the status of Site Control.
7. Upon request, Bidder will provide to GPC a copy of all documents necessary to demonstrate satisfactory legal evidence of Site Control, including the lease, deed, option, or easement, as applicable, comprising the Site Control noted above.
8. Bidder provides below any information currently known regarding land preparation and 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 bid.

#BidderLegalName#

By:_____

Name: _____

Title (if applicable): _____

Date: _____

On this ___ day of_____, 20___, before me appeared #LegalName#, 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*:**

State of _____ County of _____ **Official Seal of the Notary**

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

For Bidders' convenience, this exhibit includes a general overview of key deadlines and fees, costs, and security under the RFP Documents. Bidders are responsible for fully reviewing the RFP Documents.

Fee/Security	Due Under	Amount	Required	May Be Required
Bid Fee	RFP	$20,000	X	
Bid Security	RFP	For PPA Bids, 2% multiplied by the sum of the expected revenues during the PPA Term For APA/BTA Bids, 2% of the purchase price for an APA or BTA Bid.	X	
Winner's Fee	RFP	Amount not to exceed $1,000,000 (TBD once final amount of Bid Fees, Due Diligence Fees, and IE cost is known)	X	
Performance Security	APA/BTA/ PPA	See Exhibit E, Attachment 1 (*Performance Security and Termination Liquidated Damages Summary*)		X
Upgrade Security	APA/BTA/ PPA	As determined by GPC		X
Due Diligence Fees	RFP (APA/BTA Bid)	Maximum of $985,000,000: Phase 1: $50,000 Phase 2 (Initial): $400,000 Phase 2 (Second Payment): $400,000 Phase 3: $135,000	X	
Bid Assignments	RFP	$2,500 per occurrence		X
Delay Damages	APA/ BTA/PPA	Equal to the applicable amount shown in Delay Liquidated Damages Summary Table (see Exhibit E, Attachment 2 (*Delay Liquidated Damages Summary*))		X
Termination Liquidated Damages	APA/BTA	Equal to the applicable pre-Closing amount shown in the Performance Security Table (see Exhibit E, Attachment 2 (*Delay Liquidated Damages Summary*))		X

Fee/Security	Due Under	Amount	Required	May Be Required
	PPA	For default termination prior to Commercial Operation, equal to the applicable amount shown in the Performance Security Table (see Exhibit E, Attachment 1 (*Performance Security and Termination Liquidated Damages Summary*))		X

Summary of RFP Deadlines	
Milestone	**Deadline**
NOI	Recommended by no later than April 5, 2024
Bid Fee	By 12:00 PM ET on Bid Due Date
APA/BTA Phase One Due Diligence Fee	By Bid Due Date
Initial APA/BTA Phase Two Due Diligence Fee	No later than 15 Business Days After Competitive Tier Notice
Bid Security Due	No later than 15 Business Days After Competitive Tier Notice
Second APA/BTA Phase Two Due Diligence Fee	By Submission Refresh Deadline
Phase 3 Due Diligence Fee	No later than 5 Business Days after receipt of Short List Notice from GPC
Seller APA/BTA Review and Confirmation	No later than 15 Business Days after receipt from GPC
Winner's Fee	Date Seller returns its executed Awarded Contract
Performance Security	No later than Awarded Contract Execution

EXHIBIT E – ATTACHMENT 1 – PERFORMANCE SECURITY AND TERMINATION LIQUIDATED DAMAGES SUMMARY

APA/BTA PERFORMANCE SECURITY AMOUNTS

The following tables provide APA and BTA Performance Security amounts, which vary based on the Closing date under the Awarded Contract (2026 to 2031). The values shown in the following tables are subject to adjustment in accordance with the applicable APA or BTA. Termination Liquidated Damages will equal the amount stated for Performance Security. Unless stated otherwise, the required Performance Security amounts are in dollars per kilowatt ($/kW).

1. Energy Storage (including ESS with Renewable Resource)

Applicable Periods	Eligible Collateral by Contract Execution Year					
	2026	**2027**	**2028**	**2029**	**2030**	**2031**
Post-Execution Period > Two Years Before Closing	80	101	115	129	145	160
Post-Execution Period ≤ Two Years Before Closing	146	174	197	220	243	268
Post-Closing Period	5% of Purchase Price	5% of Purchase Price	5% of Purchase Price	5% of Purchase Price	5% of Purchase Price	5% of Purchase Price

2. Combined Cycle

Applicable Periods	Eligible Collateral by Contract Execution Year					
	2026	**2027**	**2028**	**2029**	**2030**	**2031**
Post-Execution Period > Two Years Before Closing	121	104	90	78	67	57
Post-Execution Period ≤	163	140	121	104	89	76

Applicable Periods	Eligible Collateral by Contract Execution Year					
	2026	**2027**	**2028**	**2029**	**2030**	**2031**
Two Years Before Closing						
Post-Closing Period	5% of Purchase Price	5% of Purchase Price	5% of Purchase Price	5% of Purchase Price	5% of Purchase Price	5% of Purchase Price

3. Combustion Turbine

Applicable Periods	Eligible Collateral by Contract Execution Year					
	2026	**2027**	**2028**	**2029**	**2030**	**2031**
Post-Execution Period > Two Years Before Closing	81	72	64	57	50	44
Post-Execution Period ≤ Two Years Before Closing	111	99	88	77	68	60
Post-Closing Period	5% of Purchase Price	5% of Purchase Price	5% of Purchase Price	5% of Purchase Price	5% of Purchase Price	5% of Purchase Price

PPA PERFORMANCE SECURITY AMOUNTS

The following tables provide PPA Performance Security amounts, which vary based on the PPA Term length and year of the Delivery Commencement Date (2026 to 2031). The values shown in the following tables are subject to adjustment in accordance with the applicable PPA. For default termination prior to Commercial Operation, termination Liquidated Damages will equal the amount stated for Performance Security.

1. Energy Storage System

Applicable Dates 2026

Eligible Collateral ($/kW)

		5-Yr	10-Yr	15-Yr	20-Yr
Post Execution Period > Two Years Before Commencement (for new-build only)		80	80	80	80
Post Execution Period < Two Years Before Commencement (for new-build only)		146	146	146	146
Delivery Commencement Date through PPA Term	Annual Period 1-5	90	254	265	265
	Annual Period 6-10		158	393	405
	Annual Period 11-15			210	481
	Annual Period 16-20				244

Applicable Dates 2027

Eligible Collateral ($/kW)

		5-Yr	10-Yr	15-Yr	20-Yr
Post Execution Period > Two Years Before Commencement (for new-build only)		101	101	101	101
Post Execution Period < Two Years Before Commencement (for new-build only)		174	174	174	174
Delivery Commencement Date through PPA Term	Annual Period 1-5	103	283	295	295
	Annual Period 6-10		173	413	426
	Annual Period 11-15			216	498
	Annual Period 16-20				253

Applicable Dates 2028		***Eligible Collateral ($/kW)***			
		5-Yr	**10-Yr**	**15-Yr**	**20-Yr**
Post Execution Period > Two Years Before Commencement (for new-build only)		115	115	115	115
Post Execution Period < Two Years Before Commencement (for new-build only)		197	197	197	197
Delivery Commencement Date through PPA Term	Annual Period 1-5	115	313	324	324
	Annual Period 6-10		186	433	447
	Annual Period 11-15			222	512
	Annual Period 16-20				261

Applicable Dates 2029		***Eligible Collateral ($/kW)***			
		5-Yr	**10-Yr**	**15-Yr**	**20-Yr**
Post Execution Period > Two Years Before Commencement (for new-build only)		129	129	129	129
Post Execution Period < Two Years Before Commencement (for new-build only)		220	220	220	220
Delivery Commencement Date through PPA Term	Annual Period 1-5	130	340	352	352
	Annual Period 6-10		195	450	464
	Annual Period 11-15			230	533
	Annual Period 16-20				271

Applicable Dates 2030

Eligible Collateral ($/kW)

		5-Yr	10-Yr	15-Yr	20-Yr
Post Execution Period > Two Years Before Commencement (for new-build only)		145	145	145	145
Post Execution Period < Two Years Before Commencement (for new-build only)		243	243	243	243
Delivery Commencement Date through PPA Term	Annual Period 1-5	142	367	379	379
	Annual Period 6-10		203	466	480
	Annual Period 11-15			236	546
	Annual Period 16-20				278

Applicable Dates 2031

Eligible Collateral ($/kW)

		5-Yr	10-Yr	15-Yr	20-Yr
Post Execution Period > Two Years Before Commencement (for new-build only)		160	160	160	160
Post Execution Period < Two Years Before Commencement (for new-build only)		268	268	268	268
Delivery Commencement Date through PPA Term	Annual Period 1-5	158	391	404	404
	Annual Period 6-10		209	480	495
	Annual Period 11-15			244	564
	Annual Period 16-20				287

2. Combined Cycle

Applicable Dates 2026

Eligible Collateral ($/kW)

		5-Yr	10-Yr	15-Yr	20-Yr
Post Execution Period > Two Years Before Commencement (for new-build only)		121	121	121	121
Post Execution Period < Two Years Before Commencement (for new-build only)		163	163	163	163
Delivery Commencement Date through PPA Term	Annual Period 1-5	85	139	141	141
	Annual Period 6-10		39	61	61
	Annual Period 11-15			15	30
	Annual Period 16-20				16

Applicable Dates 2027

Eligible Collateral ($/kW)

		5-Yr	10-Yr	15-Yr	20-Yr
Post Execution Period > Two Years Before Commencement (for new-build only)		104	104	104	104
Post Execution Period < Two Years Before Commencement (for new-build only)		140	140	140	140
Delivery Commencement Date through PPA Term	Annual Period 1-5	73	119	120	120
	Annual Period 6-10		33	50	51
	Annual Period 11-15			13	30
	Annual Period 16-20				20

Applicable Dates 2028

Eligible Collateral ($/kW)

		5-Yr	10-Yr	15-Yr	20-Yr
Post Execution Period > Two Years Before Commencement (for new-build only)		90	90	90	90
Post Execution Period < Two Years Before Commencement (for new-build only)		121	121	121	121
Delivery Commencement Date through PPA Term	Annual Period 1-5	63	102	103	103
	Annual Period 6-10		28	42	43
	Annual Period 11-15			12	33
	Annual Period 16-20				24

Applicable Dates 2029

Eligible Collateral ($/kW)

		5-Yr	10-Yr	15-Yr	20-Yr
Post Execution Period > Two Years Before Commencement (for new-build only)		78	78	78	78
Post Execution Period < Two Years Before Commencement (for new-build only)		104	104	104	104
Delivery Commencement Date through PPA Term	Annual Period 1-5	54	86	87	87
	Annual Period 6-10		23	36	37
	Annual Period 11-15			12	40
	Annual Period 16-20				31

Applicable Dates 2030

Eligible Collateral ($/kW)

		5-Yr	10-Yr	15-Yr	20-Yr
Post Execution Period > Two Years Before Commencement (for new-build only)		67	67	67	67
Post Execution Period < Two Years Before Commencement (for new-build only)		89	89	89	89
Delivery Commencement Date through PPA Term	Annual Period 1-5	46	73	73	73
	Annual Period 6-10		18	32	33
	Annual Period 11-15			13	47
	Annual Period 16-20				38

Applicable Dates 2031

Eligible Collateral ($/kW)

		5-Yr	10-Yr	15-Yr	20-Yr
Post Execution Period > Two Years Before Commencement (for new-build only)		57	57	57	57
Post Execution Period < Two Years Before Commencement (for new-build only)		76	76	76	76
Delivery Commencement Date through PPA Term	Annual Period 1-5	39	61	61	61
	Annual Period 6-10		15	30	31
	Annual Period 11-15			16	58
	Annual Period 16-20				47

3. Combustion Turbine

Applicable Dates 2026

Eligible Collateral ($/kW)

		5-Yr	10-Yr	15-Yr	20-Yr
Post Execution Period > Two Years Before Commencement (for new-build only)		81	81	81	81
Post Execution Period < Two Years Before Commencement (for new-build only)		111	111	111	111
Delivery Commencement Date through PPA Term	Annual Period 1-5	59	101	102	102
	Annual Period 6-10		32	50	50
	Annual Period 11-15			13	18
	Annual Period 16-20				4

Applicable Dates 2027

Eligible Collateral ($/kW)

		5-Yr	10-Yr	15-Yr	20-Yr
Post Execution Period > Two Years Before Commencement (for new-build only)		72	72	72	72
Post Execution Period < Two Years Before Commencement (for new-build only)		99	99	99	99
Delivery Commencement Date through PPA Term	Annual Period 1-5	52	89	90	90
	Annual Period 6-10		27	42	42
	Annual Period 11-15			10	14
	Annual Period 16-20				4

Applicable Dates 2028

Eligible Collateral ($/kW)

		5-Yr	10-Yr	15-Yr	20-Yr
Post Execution Period > Two Years Before Commencement (for new-build only)		64	64	64	64
Post Execution Period < Two Years Before Commencement (for new-build only)		88	88	88	88
Delivery Commencement Date through PPA Term	Annual Period 1-5	46	78	79	79
	Annual Period 6-10		23	35	35
	Annual Period 11-15			8	12
	Annual Period 16-20				4

Applicable Dates 2029

Eligible Collateral ($/kW)

		5-Yr	10-Yr	15-Yr	20-Yr
Post Execution Period > Two Years Before Commencement (for new-build only)		57	57	57	57
Post Execution Period < Two Years Before Commencement (for new-build only)		77	77	77	77
Delivery Commencement Date through PPA Term	Annual Period 1-5	41	68	68	68
	Annual Period 6-10		19	28	28
	Annual Period 11-15			6	11
	Annual Period 16-20				5

Applicable Dates 2030

Eligible Collateral ($/kW)

		5-Yr	10-Yr	15-Yr	20-Yr
Post Execution Period > Two Years Before Commencement (for new-build only)		50	50	50	50
Post Execution Period < Two Years Before Commencement (for new-build only)		68	68	68	68
Delivery Commencement Date through PPA Term	Annual Period 1-5	36	58	59	59
	Annual Period 6-10		16	23	23
	Annual Period 11-15			5	10
	Annual Period 16-20				7

Applicable Dates 2031

Eligible Collateral ($/kW)

		5-Yr	10-Yr	15-Yr	20-Yr
Post Execution Period > Two Years Before Commencement (for new-build only)		44	44	44	44
Post Execution Period < Two Years Before Commencement (for new-build only)		60	60	60	60
Delivery Commencement Date through PPA Term	Annual Period 1-5	32	50	50	50
	Annual Period 6-10		13	18	18
	Annual Period 11-15			4	11
	Annual Period 16-20				9

EXHIBIT E – ATTACHMENT 2 – DELAY LIQUIDATED DAMAGES SUMMARY

Delay Liquidated Damages Summary (Energy Storage System) ($/kW)						
Month	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**
January	8	13	15	17	19	21
February	2	3	3	4	4	5
March	1	1	1	1	1	1
April	1	1	1	1	1	1
May	1	1	1	1	1	1
June	1	1	2	2	2	2
July	2	2	3	4	4	5
August	2	2	3	4	4	5
September	1	1	1	1	1	1
October	1	1	1	1	1	1
November	1	1	1	1	1	1
December	2	3	3	4	4	5

Delay Liquidated Damages Summary (Combined Cycle) ($/kW)						
Month	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**
January	**22**	**19**	**16**	**14**	**12**	**11**
February	**5**	**4**	**4**	**3**	**3**	**3**
March	**1**	**1**	**1**	**1**	**1**	**1**
April	**1**	**1**	**1**	**1**	**1**	**1**
May	**1**	**1**	**1**	**1**	**1**	**1**
June	**2**	**2**	**2**	**2**	**1**	**1**
July	**5**	**4**	**4**	**3**	**3**	**3**
August	**5**	**4**	**4**	**3**	**3**	**3**
September	**1**	**1**	**1**	**1**	**1**	**1**
October	**1**	**1**	**1**	**1**	**1**	**1**
November	**1**	**1**	**1**	**1**	**1**	**1**
December	**5**	**4**	**4**	**3**	**3**	**3**

Delay Liquidated Damages Summary (Combustion Turbine) ($/kW)						
Month	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**
January	**14**	**13**	**11**	**10**	**9**	**8**
February	**3**	**3**	**3**	**2**	**2**	**2**
March	**1**	**1**	**1**	**1**	**1**	**1**
April	**1**	**1**	**1**	**1**	**1**	**1**
May	**1**	**1**	**1**	**1**	**1**	**1**
June	**2**	**1**	**1**	**1**	**1**	**1**
July	**3**	**3**	**3**	**2**	**2**	**2**
August	**3**	**3**	**3**	**2**	**2**	**2**
September	**1**	**1**	**1**	**1**	**1**	**1**
October	**1**	**1**	**1**	**1**	**1**	**1**
November	**1**	**1**	**1**	**1**	**1**	**1**
December	**3**	**3**	**3**	**2**	**2**	**2**

EXHIBIT F – BID ASSIGNMENT GUIDELINES

PART 1 BID ASSIGNMENT

1.1 Overview.

A. 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 F (*Bid Assignment Guidelines*).

B. 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 F (*Bid Assignment Guidelines*) and agree to the GPC Bid Assignment Consent Form included as Attachment 1 to this Exhibit F (*Bid Assignment Guidelines*) ("**Consent Request**").

C. These guidelines are limited to Bid assignments during the All-Source RFP Bid solicitation phase (each attempted or completed assignment, a "**Bid Assignment**"). For assignments, transfers, or other changes after Awarded Contract execution, the contracting party must comply with requirements in those agreements. For purposes of this Exhibit F (*Bid Assignment Guidelines*) a Change of Control of a Bidder will be deemed an assignment, subject to the provisions of this Exhibit F (*Bid Assignment Guidelines*). For purposes of this Exhibit F (*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.

A. Notice Requirements.

(i) Assignment Before Awarded Contract Execution. If Bidder intends to assign its Bid, Bidder must provide GPC with prior written notice through the IE Website in the form of the Consent Request of: (i) Bidder's intent to assign the Bid; (ii) the name of the proposed Bid Assignee; (iii) the information required under Section 1.3 (*Required Information*) of this Exhibit F regarding the Bid Assignee; and (iv) Bidder's request for GPC to consent to the Bid Assignment. The Consent Request and all required information must be submitted to GPC through the IE Website at least 15 Days before the proposed effective date of the Bid Assignment, but in no event less than 15 Days before the Awarded Contract Effective Date.

(ii) Failure to Comply with Notice Requirements. If a Bidder does not comply with the notice and consent requirements of this Exhibit F (*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 advanced to the Competitive Tier or Short List.

B. Consent by GPC. Bidder must not assign any Bid without GPC's prior written consent. Any attempted Bid assignment without GPC's prior written consent will be void and the original Bidder will remain responsible for all 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 All-Source RFP. GPC reserves the right to reject a Bid Assignment in its sole but reasonable discretion, including if notice is late, incomplete, or GPC determines the Bid Assignment would be contrary to the All-Source RFP or the Commission's orders relating to the All-Source 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 All-Source RFP, including the

waiver in RFP Section 8.3 (*Initial Review*).

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

A. Bid Assignee Information. Bidder must include with its Consent Request all applicable information regarding the proposed Bid Assignee that was required of Bidder under the RFP, including, RFP Part 7 (*Submission Requirements*), RFP Part 6 (*Bidder Attributes*), and RFP Exhibit C (*Additional Bid Information and Questionnaire*), 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 a Bidder Affiliate or an unrelated third party.

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

(i) The proposed Bid Assignment will not adversely impact any obligations of the Bidder under the Bid as assumed by the Bid Assignee as of the Bid Assignment Effective Date;

(ii) The Bid Assignee meets the Bidder requirements of the All-Source RFP;

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

(iv) The proposed Bid Assignee agrees to the terms of the All-Source RFP, including the waiver in RFP Section 8.9 (*GPC Discretion in Contracting*) and to assume all obligations of Bidder under the Bid.

C. 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 GPC may request from Bidder or the proposed Bid Assignee to avoid any delays in GPC approving the Bid Assignment or GPC rejecting the Bid Assignment.

1.4 Fees. By no later than the date Bidder submits the Consent Request, Bidder must pay on behalf of Bid Assignee a non-refundable fee of $2,500 to defray the costs of GPC's review, approval, or denial of Bidder's request for consent to the Bid Assignment.

EXHIBIT F – ATTACHMENT 1 – GPC BID ASSIGNMENT CONSENT FORM

Request for Georgia Power Company's Consent to Bid Assignment
(submitted via the IE Website)
Georgia Power Company's All-Source Request for Proposals for 2029–2031 Capacity Needs

Today's Date	
Proposed Effective Date of Proposed Bid Assignment *(must be at least 15 Days after Today's Date and at least 15 Days before notice of PPA award)*	
Bidder Name	
Bid Number	
Facility Name	

The undersigned Bidder ("**Bidder**") is undertaking a proposed Bid Assignment to the proposed assignee named and signing below ("**Bid Assignee**"), in accordance with RFP Section 7.14 (*Bid Assignments*) and RFP Exhibit F (*Bid Assignment Guidelines*). Bidder and Bid Assignee each acknowledge that the consent of Georgia Power Company ("**GPC**"), if given and evidenced by the signature of an authorized GPC representative below, will not become effective until the effective date of the Bid Assignment reflected in GPC's signature block ("**Bid Assignment Effective Date**") and is contingent upon Bidder and Bid Assignee's full compliance with RFP Section 7.14 (*Bid Assignments*) and RFP Exhibit F (*Bid Assignment Guidelines*). GPC's consent to a Bid Assignment will not create any obligation for GPC to the original Bidder or Bid Assignee beyond GPC's evaluation of the Bid according to the All-Source RFP. Bidder and Bid Assignee, as applicable, each make the following representations as required by RFP Section 7.14 (*Bid Assignments*) and RFP Exhibit F (*Bid Assignment Guidelines*) and provides notice to, and requests the consent of, GPC regarding the Bid Assignment:

1. **Bid Assignee Information.**

   Bidder represents that it has included with this *Request for Georgia Power's Consent to Bid Assignment* all applicable information regarding Bid Assignee required to be provided by Bidder to GPC under RPF Exhibit F (*Bid Assignment Guidelines*), Section 1.3.A (*Bid Assignee Information*).

2. **Confirmation of Assignee Information.**

   Bidder and Bid Assignee each represent and confirm the following:

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

(ii) The Bid Assignee meets the Bidder requirements of the All-Source RFP.

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

(iv) The proposed Bid Assignee acknowledges and agrees to the terms of the All-Source RFP, including the waiver in Section 8.3 (*Initial Review*) of the All-Source RFP and to assume all obligations of Bidder under the Bid.

3. **Fees.**

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

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

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

Bidder Signature:

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

#BidderLegalName#	
Signature of Authorized Representative	
Name (*Please Print)*	
Title	

Bid Assignee Signature:

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

in RFP Section 8.3 (*Initial Review*); and (vi) agrees to assume all of Bidder's obligations (as applicable) under the Bid, including those associated with the referenced Bid Number upon the Bid Assignment Effective Date of the Bid Assignment.

#BidAssigneeLegalName#	
Signature of Authorized Representative	
Name (*Please Print)*	
Title	
Email	
Mailing Address	

GPC Signature:

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

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

EXHIBIT G – DIVERSITY, EQUITY, AND INCLUSION CERTIFICATE

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

RE: All-Source RFP – Diversity, Equity, and Inclusion
Facility Address: #Address#
Facility Type: #FacilityType#
Contact person for the Site/Facility: #ContactPersonName#

Ladies and Gentlemen:

On or before #Month #Day, #Year and in accordance with the provisions of All-Source 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 All-Source RFP, which may result in Bidder being awarded: (i) a PPA; (ii) an APA; or (iii) a BTA. Capitalized terms used but not defined in this Certificate have the meanings set forth in the All-Source 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 GPC'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 All-Source RFP. GPC requires that each Bidder self-certify and check all applicable qualifications in Section 1 (*Self-Certification*) and affirm the covenants in Section 2 (*Bidder Covenants*).

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. Bidder is one of the following (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

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 certifies 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 a Bidder representative personally examined and is familiar with all the preceding information, including any attachments and appendices, and further certifies that information to be true, correct, and complete.

#BidderLegalName#

By: _____

Name Printed: _____

Title: _____

Date: _____

EXHIBIT H – OVERVIEW OF EVALUATION METHODOLOGY

The following is a general overview of GPC's methodology for Submission evaluation. PPA Bids, APA Bids, BTA Bids, and any Company-Owned Proposal(s) will receive comparable evaluation that ensures a net total cost is calculated while accounting for the net present value of generation and transmission aspects over the life of the asset. As part of the evaluation, GPC may also consider the non-price factors described in Exhibit I (*Non-Price Considerations*).

All graphics and tables included in this Exhibit H are for illustrative purposes only.

I. **Evaluation to Determine Competitive Tier.** During the initial economic evaluation used to determine the Competitive Tier, GPC will evaluate all Submissions in groups based on technology type. Rankings will be determined based on net present value of net total cost per kW relative to the technology grouping. GPC will select top ranked Submissions in each technology group to advance as the Competitive Tier to ensure a diverse mix of resources is further evaluated before determination of the Short List.

II. **Net Total Cost Evaluation.** Each Submission will be evaluated and ranked using a net total cost analysis approach. The net total cost is the net present value of the generation and transmission aspects of the Submission in dollars per kilowatt ($/kW) of capacity contribution. The generation cost is comprised of both the fixed cost associated with the Submission and the variable cost associated with the operational parameters of the Submission, which will be used in production cost modeling simulations. The capacity contribution of each Submission will be based on the effective load carrying capability ("ELCC"), which will be determined by the process approved by the Commission in the 2022 IRP filed in Docket No. 44160. ELCC may vary based on technology type and operational characteristics within the same technology. For example, Energy Storage Systems that differ in discharge duration may have different ELCC.

A. Generation Costs – Determining Fixed Costs.

Fixed generation cost will include the following (as applicable to the Submission):

1. The Bidder-specified capacity cost payment (typically quoted in dollars per kilowatt ($/kW) for each year) for PPA Bids;
2. The costs associated with PPA treatment as either an Operating Lease or a Finance Lease, as applicable, if it is determined that the PPA constitutes a lease in accordance with RFP Section 7.5.4 (*Finance Lease Certification*);
3. GPC's revenue requirements for the purchase price for APA/BTA Bids and in-service costs for Company-Owned Proposals. These revenue requirements account for depreciation, cost of capital, and taxes; and
4. The fuel pipeline costs, which include the estimated costs for adequate firm natural gas transportation and natural gas storage, as applicable. This requirement is not applicable to an ESS Bid.

The evaluation will consider differences in the seasonal capability of each Submission.

B. Equity Cost of PPA – Determining the Balance Sheet Consequence for Operating Lease or Finance Lease Treatment.

If a Bid is determined to be a lease, there is an equity cost to GPC when the PPA is placed on GPC's balance sheet caused by the rating agency treatment of a lease in accordance with FASB ASC Topic 842.

For a Finance Lease, GPC must capitalize the PPA as an asset on its balance sheet and must offset it by a debt obligation on the liability side of the balance sheet. The addition of the debt obligation on the balance sheet requires GPC to recapitalize to maintain the appropriate debt and equity ratio. As a result, there are direct equity costs incurred by GPC when a PPA is capitalized and reflected on the balance sheet as a Finance Lease. The equity cost of a Bid determined to result in a Finance Lease, if selected, will be evaluated by determining the net cost (lease cost less depreciation and tax implication) of capitalizing the PPA.

For an Operating Lease, the PPA is also added to the balance sheet but without directly affecting the debt and equity ratio on GPC's books. However, rating agencies impute debt onto GPC's balance sheet in their evaluation of the credit rating for GPC. Therefore, GPC must still recapitalize to maintain the target debt and equity ratio needed to ensure its credit rating is not impacted by the PPA. There is a direct equity cost premium associated with this treatment.

The additional annual revenue requirement cost to GPC is calculated for the Operating Lease or Finance Lease. The result is the equity cost applied to the Bid.

C. Generation Costs – Determining the Production Cost Savings.

The variable generation cost includes:

1. Fuel cost for any CT or CC Submission
2. Charging costs for any ESS Submission
3. Variable O&M
4. Facility dispatch characteristics
5. RECs and integration costs for ESS with Renewable Resource Submissions.

A production cost computer simulation of each Submission is required to estimate the operational savings associated with operating each proposed Facility with the system dispatch. Each Submission's contribution to reducing the aggregate annual system generation fleet fuel and variable cost can be calculated by comparing a cost simulation that includes the Submission against a reference simulation (without the Submission). The variable cost components of each Submission are modeled within the production cost simulation. In addition to fuel and O&M Costs, Facility operating characteristics, including efficiency (e.g., heat rate, Round-Trip Efficiency), scheduled maintenance requirements, any applicable Ancillary Services, and projected availability will contribute to the total production cost. For ESS Submissions, additional operating characteristics such as charge and discharge duration, cycle limits, and charging source (grid or paired resource) will contribute to calculation of the total production cost.

Evaluation of ESS with Renewable Resource Submissions requires the renewable generation profile to be submitted for inclusion in the production cost simulation. There will be a $/MWh REC component attributed to any Renewable Energy to account for the forecasted value of RECs. Depending on the renewable generation technology and configuration of a paired ESS, a $/MWh integration cost will be applied to any Renewable Energy 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. RECs and integration costs will be evaluated in accordance with the RCB Framework, as approved by the Commission in Docket 44160.

In general, GPC conducts the production cost simulation to calculate the projected annual production cost savings on a per kilowatt capacity basis for the Submission.

An illustrative example of the net generation cost calculation (total fixed generation costs net production cost savings) is provided below.

Evaluation Task:
Determine the Production Cost Savings

Year	Total Fixed Generation Cost ($/kW-yr)	Production Cost Simulation Reference Case ($000)	Production Cost Simulation Including Bid ($000)	Calculated Production Cost Savings ($/kW-yr)	Net Generation Cost ($/kW-yr)
2025	85.00	2,919,722	2,901,482	30.40	54.60
2026	86.58	3,023,373	3,000,537	38.06	48.52
2027	88.19	3,133,726	3,106,870	44.76	43.43
2028	89.84	3,251,240	3,222,890	47.25	42.59
2029	91.51	3,369,911	3,342,377	45.89	45.62
2030	93.22	3,489,543	3,466,239	38.84	54.38
2031	94.97	3,616,911	3,590,031	44.80	50.17
2032	96.75	3,752,545	3,726,145	44.00	52.75
2033	98.56	3,889,513	3,861,907	46.01	52.55
2034	100.41	4,027,591	4,000,951	44.40	56.01

D. Net Generation Cost: Calculating the Net Generation Cost of a Proposal.

The production cost simulation is conducted to achieve the annual production cost savings. The calculation of the net generation cost for each proposal is a three-step process: (i) the Submission's fixed costs are calculated annually on a dollar per kilowatt basis; (ii) on an annual basis, the per kilowatt production cost savings are subtracted from the fixed costs resulting in the annual net generation per kilowatt costs; and (iii) the final net generation cost is the accumulated net present value of the annual net generation costs.

An illustrative example of the net present value of the net generation cost calculation is provided in the following table.

Evaluation Task:
Determine the Present Value of the Net Generation Costs

Year	Net Generation Cost ($/kW-yr)	PV Factor	PV of Net Generation Cost ($/kW)	Accumulated PV of Net Generation Cost ($/kW)
2025	54.60	0.92	50.28	50.28
2026	48.52	0.85	41.14	91.42
2027	43.43	0.78	33.91	125.32
2028	42.59	0.72	30.61	155.94
2029	45.62	0.66	30.20	186.14
2030	54.38	0.61	33.15	219.29
2031	50.17	0.56	28.16	247.45
2032	52.75	0.52	27.26	274.71
2033	52.55	0.48	25.01	299.72
2034	56.01	0.44	24.54	324.26

E. Transmission Costs: Evaluation of Transmission Impacts of Bids.

After determination of the Competitive Tier, an assessment of the transmission impact of each Submission will be an integral part of the net total cost analysis. Each Submission on the Competitive Tier is evaluated from a transmission network perspective to assess:

1. The additional network transmission investment required to deliver Facility output to native load on a firm basis;
2. The additional network transmission investment required to provide grid charging service from the network, if applicable; and
3. The increase (or decrease) in transmission system energy losses due to the operation of the proposed Facility.

Each Submission is analyzed using transmission system computer simulation models to determine if additional transmission network improvements are required to accommodate the proposed Facility. For evaluation purposes, the Submission is assessed the yearly amortized cost of the transmission improvements. If the Submission results in the ability to defer a planned transmission improvement within the load area being analyzed, the Submission is credited with the appropriate deferral of amortized costs.

The transmission simulation models include future projections of transmission facilities and planned GPC-owned generation to maintain grid reliability in areas of major load (net of generation). A Submission proposing to locate a Facility in these areas will not be given a credit in the transmission cost evaluation reflecting deferral of new bulk transmission facilities to import power to the area where the integrated generation/transmission plan embedded in the transmission simulation models resolves broad area power import issues.

In addition, each Submission is analyzed to determine whether operation of the proposed Facility increases or decreases the transmission system energy losses. Each Submission is assessed an annual cost (or credit) associated with its projected impact on the transmission system energy losses.

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

Illustrative examples of how the net transmission cost and net total cost are determined are provided below.

Evaluation Task:
Determine the Transmission Costs

Year	Transmission Grid Cost Rev Req ($/kW-yr)	PV Factor	PV of Transmission Grid Cost Rev Req ($/kW-yr)	Transmission Losses ($/kW-yr)	PV of Transmission Losses ($/kW-yr)	PV of Net Transmission Cost, $16.92/kW ($/kW)
2025	5.08	0.92	4.68	-1.16	-1.07	3.61
2026	4.75	0.85	4.03	-1.18	-1.00	3.03
2027	4.47	0.78	3.49	-1.21	-0.94	2.54
2028	4.19	0.72	3.01	-1.23	-0.88	2.13
2029	3.91	0.66	2.59	-1.26	-0.83	1.75
2030	3.63	0.61	2.21	-1.19	-0.73	1.49
2031	3.34	0.56	1.88	-1.21	-0.68	1.20
2032	3.07	0.52	1.59	-1.18	-0.61	0.98
2033	2.77	0.48	1.32	-1.21	-0.58	0.74
2034	0.00	0.44	0.00	-1.23	-0.54	-0.54

Evaluation Task:
Determine the Net Total Cost

Accumulated PV Net Generation Cost	$324.26/kW
Accumulated PV Net Transmission Cost	$16.92/kW
Net Total Cost	$341.18/kW

III. Due Diligence Portfolio Analysis

The Competitive Tier will be evaluated and ranked using a consistent methodology that identifies the best Submissions based on the net present value of net total cost per kW. To satisfy the capacity need targeted in this All-Source RFP, more than one Submission may be selected. A portfolio analysis will be required to determine the best portfolio (combination of two or more) of Submissions that satisfy the identified capacity need. For Submissions offering multiple units in a single Submission, each unit or group of units may be selected separately by GPC.

In the due diligence portfolio analysis, the best Submissions will be packaged together into several combinations or "portfolios." Each of the resulting portfolios will be evaluated using a net total cost approach that is consistent with the methodology used to evaluate each individual Submission. In the portfolio phase, a production cost simulation and a transmission cost analysis are required to evaluate the cost impacts resulting from any interaction that may result from packaging several Submissions into a portfolio.

EXHIBIT I – NON-PRICE CONSIDERATIONS

Although most of the evaluation will focus on price and reliability considerations, GPC will consider non-price attributes when selecting the winning portfolio of Submissions. GPC reserves the right to convert any of the items included in this Exhibit I into appropriate price and cost factors applied consistently within the overall evaluation framework and to all Submissions on a non-discriminatory basis.

The following attributes, as applicable, are expected to form the primary basis for the non-price evaluations that will be considered for the most competitive Submissions. GPC has attempted to identify as completely as possible non-price considerations that could impact Submission evaluation. GPC may also determine that other aspects of a Submission negatively impact the overall Submission value. In such case, to the extent practicable, the IE may inform Participant of the concern and provide to Participant an opportunity to mitigate or cure the concern.

Participant Qualifications and Portfolio Considerations

- Financial strength and credit rating of Bidder and Seller Guarantor, if applicable
- Financial structure of project (e.g., project financed, non-recourse)
- Technical competence (development and operational experience)
- Portfolio and technology diversity
- Remaining useful life of existing Facility, if applicable

Schedule for Development of New Resources

- Reasonableness
- Contingencies
- Current developmental status of the project
- Status of necessary activities (e.g., equipment orders and leases or options for land)

Resource Attributes (as applicable)

- Lead time for dispatch schedules
- Ability to change schedules daily/hourly
- Ability to quick start or curtail
- Minimum schedule and downtime
- Minimum operating level
- Dispatchability characteristics
- Blackstart capability
- Location of Facility

Fuel and Energy

- Tolling agreement and fuel contract assignability
- Type of fuel
- Risk of fuel supply interruption
- Fuel price risk
- Fuel oil storage and replenishment capabilities
- Deficiency in fuel oil operation permit hours
- Energy storage replenishment capabilities

Environmental Impact

- Particulate and air emissions
- Environmental compliance strategy
- Toxic release inventory emissions in the region

- Future permitting restrictions in the region for other industrial development
- Water requirements
- Endangered species mitigation
- Land use and wildlife impacts

Transmission

- Impact on transmission interface capability
- Transmission delivery risk

Other

- Certified Diverse Supplier Certificate
- Awards received
- Economic development potential of Facility
- Start date of the project

EXHIBIT J – VIE CERTIFICATION

BID – _____.

The undersigned individual, being the Chief Financial Officer[1] of #BidderLegalName# a ***OR*** an #OrgState# #limited liability company# ***OR*** #OtherOrgStructure# ("**Bidder**") and **[having responsibilities/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 GPC if Bidder is a Winning Bidder under the All-Source RFP hereby certifies that the transaction resulting from this Bid WILL (_____)/WILL NOT (_____) require Bidder, at any time over the proposed PPA Term and based on U.S. Generally Accepted Accounting Principles in effect as of the date of this certification, 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 and 810-10-15-17 of ASC Topic 810.

   _____Yes (please explain)

   _____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

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

   _____Yes (please explain)

   _____No

   Explain:_____
   _____

[1] 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.

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

   _____Yes (please explain)

   _____No

   Explain:_____
   _____

6. The PPA Term is for greater than 50% of the remaining economic life of the Facility.

   _____Yes

   _____No

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

   _____Yes

   _____No

8. GPC and/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 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 generating Facility).

    _____Yes

    _____No

Capitalized terms used without definition have the same meaning shown in the 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 the Bid; (iii) may require further documentation supporting this certification; and (iv) reserves the right to disqualify this Bid if GPC determines that the PPA transaction will result in consolidation by GPC of a VIE.

Certification
The above information (and any attachment) has been completed in full and agrees with Bidder's records as of the date of this certification.

*By:*_____

Name: _____

Title (if applicable): _____

Date: _____

EXHIBIT K – FINANCE LEASE CERTIFICATION CHECKLIST

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

BID--_____

The undersigned individual, being the Chief Financial Officer[1] of #BidderLegalName# a OR an #OrgState# #limited liability company# OR #OtherOrgStructure# ("**Bidder**") and **[having responsibilities/based on information I have received from individuals responsible]** for financial accounting matters associated with the power purchase agreement ("**PPA**") resulting from GPC's acceptance of this Bid, based on my personal consideration after necessary discussions with relevant officers of factual matters hereby certifies the following based on my understanding of Accounting Standard Codification ("**ASC**") Topic 842, Leases.

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

Capitalized terms used without definition have the same meaning shown in the 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 the Bid; (iii) may require Bidder to Submit 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 Finance Lease.

Certification on Next Page

[1] 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.

Certification

The above information (and any attachment) has been completed in full and agrees with Bidder's records as of the date of this certification.

*By:*_____

Name: _____

Title (if applicable): _____

Date: _____

EXHIBIT L – ADDITIONAL GUIDANCE FOR ESS SUBMISSIONS

This Exhibit L provides additional guidance, including operational requirements, for Participants developing ESS Submissions. This Exhibit L also summarizes PPA pricing structure and performance metrics, but PPA Bidders must also reference the pro forma Standalone ESS PPA or the pro forma ESS with Renewable Resource PPA to gain full understanding of ESS-related requirements.

PART 1 DEFINITIONS

For purposes of this Exhibit L, each of the following terms has the corresponding assigned meaning:

Cycle: The equivalent charge of Storage Device Operating Energy (in MWhs) from 0% to 100% and subsequent discharge from 100% to 0%, regardless of whether the complete charge or complete discharge occurs during one or more charges or discharges. For daily Cycle determinations, the Day in which the relevant discharging occurs will include the discharging in the Cycle determination for that day, regardless of when the charging occurred.

Round-Trip Efficiency (RTE): The amount of energy received from the ESS at the POI divided by the original amount of energy that was used to charge the ESS at the POI.

Storage Device Design Capacity: The guaranteed amount of ESS storage capacity allocated to GPC under the PPA, as will be designated in the PPA.

Storage Device Discharge Duration: The guaranteed number of hours that the ESS must be capable of continuously discharging to the POI at the Storage Device Design Capacity.

Storage Device Operating Energy (SDOE): The guaranteed number of MWh that the ESS must be capable of discharging to the POI and is equal to the product of the Storage Device Design Capacity multiplied by the Storage Device Discharge Duration.

Storage Performance Reduction (SPR): As defined in the pro forma Standalone ESS PPA or pro forma ESS with Renewable Resource PPA.

PART 2 OPERATIONAL REQUIREMENTS FOR ESS FACILITIES

2.1 In addition to the requirements of RFP Section 2.4 (*ESS Submissions*), an ESS Facility must meet the following requirements:

A. Facility control system must be capable of communicating bidirectionally with GPC's AGC system, including:

(i) Charging and discharging in response to GPC's 6-second AGC signals;

(ii) Operating continuously on AGC for both charging and discharging of the ESS;

(iii) Operating manually in response to scheduling communications if AGC signals are interrupted for any reason; and

(iv) Sending and receiving all AGC-related signal data (see RFP Section 3.5.1 (*AGC*) for details) and responding as required by GPC.

B. The Facility must include control system updates, logic upgrades, connections, and other alterations, as requested by GPC, and must be capable of monitoring and controlling the energy flows from and to each Facility component.

C. The ESS must: (i) be capable of Grid charging from the Southern Company Transmission System; and (ii) meet all specifications listed for inverter-based generator interconnections on OASIS (http://www.oasis.oati.com/SOCO/).

PART 3 ADDITIONAL OPERATIONAL REQUIREMENTS FOR AN ESS WITH RENEWABLE RESOURCE FACILITY

3.1 In addition to meeting the requirements of Part 2 (*Operational Requirements for ESS Facilities*) of this Exhibit L, an ESS with Renewable Resource Facility must be capable of:

A. Charging and discharging using Renewable Energy in response to GPC's 6-second AGC signals; and

B. Charging from the Southern Company Transmission System or the Renewable Resource in response to GPC's AGC signals.

3.2 The Renewable Resource must be: (i) sized to fully-charge the ESS; and (ii) capable of operating continuously in response to GPC's AGC signals for GPC to direct the Renewable Energy. For a Facility that includes a Renewable Resource, GPC prefers that the Renewable Resource be AC coupled to the ESS. GPC reserves the right to modify the performance metrics for the proposed Facility if Bidder proposes a Facility that is DC coupled. GPC will have exclusive rights to the energy output of the Renewable Resource and the ESS at no additional cost to GPC (i.e., Seller will not receive any variable payment for the Renewable Energy). Seller's Annual Capacity Payment represents all compensation owed to Seller for all Facility capacity and energy delivered during the Annual Period.

PART 4 CAPACITY AND DISPATCH REQUIREMENTS FOR PPA BIDS

4.1 Over the PPA Term, the ESS must:

A. Discharge at the guaranteed Storage Device Design Capacity (SDDC) at the guaranteed Storage Device Discharge Duration, which must be at least four hours;

B. Be on AGC and available for charging or dispatch on a 24-hour daily basis except during pre-approved scheduled maintenance outages; and

C. Be capable of at least 365 Cycles per Annual Period, and Cycles will be limited to a maximum of two Cycles in any Day.

4.2 GPC will evaluate the guaranteed Storage Device Design Capacity (SDDC) based on the ESS's charging ability and ability to continuously discharge to the POI for the Storage Device Discharge Duration each Day over the PPA Term. GPC is not responsible for any degradation of the ESS over the PPA Term, and either Party may request a performance test to demonstrate the performance capability of the ESS.

4.3 The maximum delivered energy from the ESS or the Renewable Resource, separately or combined, to the POI, at one time, may not exceed the Interconnection Limit.

4.4 There will be a tolling arrangement for grid charging. GPC will provide all grid energy, excluding Station Service, required for grid charging a Standalone ESS or an ESS with Renewable Resource in accordance with the applicable pro forma PPA. There will be no cost to GPC for tolled grid energy. Seller must separately procure any energy needed for Station Service, including, if required, a metered retail service connection to GPC or another provider.

PART 5 STORAGE PERFORMANCE REQUIREMENTS

5.1 GPC will evaluate ESS performance monthly based on two components:

A. Energy Storage Performance Metric. This metric will compare the actual daily availability of the ESS to store energy, including both grid energy and Renewable Energy, in an amount equivalent to the guaranteed Storage Device Operating Energy. See the pro forma PPAs for details.

B. Charge/Discharge Rate Performance Metric. This metric will compare the daily composite charge or discharge rate of the ESS to the guaranteed ESS charge rate or the guaranteed Storage Device Design Capacity. See the pro forma PPAs for additional details.

5.2 These two metrics will be averaged to produce the "**Monthly Storage Performance Metric**." See the pro forma PPAs for additional details.

PART 6 ROUNDTRIP EFFICIENCY PERFORMANCE REQUIREMENT

6.1 The Round-Trip Efficiency Performance Metric will be determined by comparing actual Monthly RTE to the guaranteed RTE.

6.2 Each PPA Bidder must include in its Bid a guaranteed RTE of the ESS. Actual installed RTE will be confirmed by third party-certified testing before Commercial Operation to confirm actual RTE is greater than the guaranteed RTE (e.g., if the guaranteed RTE is 86%, the actual RTE must be 86% or greater).

6.3 GPC will track actual achieved RTE monthly for all stored energy. This RTE will be calculated by dividing stored energy for the month delivered to the POI by the energy input into the ESS.

6.4 If, for a month, the measured RTE for stored energy that reaches the POI is below the guaranteed RTE by more than one percentage point (e.g., the measured RTE of 84% for a Facility with an 86% guaranteed RTE would have a measured RTE that is two percentage points below the guaranteed RTE), GPC will calculate a "**Monthly RTE Adjustment**" from: (i) the stored energy; (ii) the percent that actual Monthly RTE is below the guaranteed RTE; (iii) and GPC's Associated Interchange Energy Rate (AIER).

6.5 The Monthly RTE Adjustment will be subtracted from the Monthly Capacity Payment after the Storage Performance Reduction is applied.

6.6 The Monthly RTE Adjustment will be calculated using GPC system incremental cost (i.e., AIER) for the stored energy lost due to the measured RTE being below the guaranteed RTE by more than one percentage point.

PART 7 PPA PAYMENTS FOR ESS CAPACITY AND ENERGY

7.1 For each PPA Annual Period, GPC will pay to Seller a fixed **"Annual Capacity Price,**" which will be stated in the PPA. The Annual Capacity Price will be: (i) all compensation owed by GPC to Seller under the PPA; and (ii) subject to reduction for Seller failure to achieve performance guarantees, as will be described in the applicable pro forma PPA. The Annual Capacity Price will be prorated by application of Monthly Value Factors and paid monthly ("**Monthly Capacity Payment**"), as may be reduced in accordance with the PPA.

7.2 As applicable, GPC will reduce the payment to Seller by subtracting from the Monthly Capacity Payment: (i) the Storage Performance Reduction; and (ii) the RTE Performance Adjustment.

PART 8 ANNUAL RENEWABLE ENERGY PERFORMANCE REQUIREMENT (ESS WITH RENEWABLE RESOURCE ONLY)

8.1 After the conclusion of each Annual Period, GPC will compare the Renewable Energy that was available for the Annual Period against the Seller's binding annual Renewable Energy forecast ("**Annual Renewable Energy Forecast**") to calculate an annual Renewable Energy performance adjustment. (see the pro forma ESS with Renewable Energy PPA for additional information)

8.2 If the Renewable Energy available for an Annual Period is less than 90% of the Annual Renewable Energy Forecast, then a "**Renewable Energy Performance True-up**" will be calculated by GPC as detailed in the PPA to recover from Seller up to 50% of the sum of the Monthly Capacity Payments that GPC paid during the Annual Period.

EXHIBIT M – ENVIRONMENTAL SITE ASSESSMENT REQUIREMENTS

PART 1 ALL BIDS.

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 requirements (including construction and development related considerations, e.g., permitting of timber/other open burning, as well as air pre-construction and operating permit requirements, etc.)
10. Local government permitting, ordinances, and restrictions

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

PART 2 ENVIRONMENTAL ASSURANCES DUE AFTER BID ADVANCES TO COMPETITIVE TIER

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. Bidder must submit Environmental Assurances after its 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.

2.1 Bidder must provide a site plan that includes all environmental sensitivities overlayed with areas of proposed project.

2.2 Waters of the United States

A. 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.

(i) 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.

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

(iii) If WOTUS impacts will be required, provide an intended permitting strategy and impact minimization statement.

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

2.3 State Waters and Protected Buffers

A. 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.

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

2.4 Cultural Resources

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

(i) 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.

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

(iii) Other online resources include:

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

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

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

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

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

B. A completed cultural resource study is recommended.

(i) 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.

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

C. 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.

D. 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.

2.5 Species of Special Concern – Agency– Section 7 Consultation

A. A completed survey for both federal and state protected species as well as "**Species of Special Concern**," which include 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.

B. 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. "**Sensitive Environmental Features**" refer to the 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.

C. 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.

D. Documentation of Bidder's engagement with USFWS requesting consultation on Site surveys and Site design.

E. 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.

F. 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.

2.6 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.

2.7 Water withdrawal and discharge requirements. Depending on bid and generation type, an analysis of water availability (groundwater/surface water) may be necessary. Further, an analysis of the assimilative capacity of the receiving water will be needed to assure that any proposed discharges can comply with water quality standards, Total Daily Maximum Loads (TMDLs), and the designated use of the waterbody. Discharges to a Publicly Owned Treatment Works (POTW) also require verification of available capacity and acceptance of discharge.

2.8 SPCC plans if available and applicable. If not yet available, information on expected oil storage and containment on-site and expected timeline to develop the SPCC plan.

2.9 Relevant air permit applications, draft permits, or final permits if available. If not yet available, information on expected air permit requirements and expected timeline to develop the air permit application and receive final permits.

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

2.11 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:

A. Technical reports;

B. Survey data;

C. Maps;

D. Engineered drawings;

E. Environmental assessments;

F. Environmental impact avoidance plans/drawings;

G. Minimization/mitigations plans/strategies;

H. Evidence of environmental agency consultation, including email correspondence, formal letters, or permit documents; and

I. Evidence of engagement on these topics with the local community, non-governmental organizations, county/municipal government, or the public.

2.12 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.

A. 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, Sedimentation & Pollution Control Final Design Plans (Signed)
- GA EPD NPDES Construction Stormwater General Permit/Notice of Intent (NOI) (if applicable)
- Local Government Land Disturbance Permit(s) (if applicable)
- Stream Buffer Variance Approval(s) (if applicable)
- Local Government Stormwater Pollution Prevention Plan(s) (if applicable)
- GA EPD NPDES Industrial Stormwater General Permit Coverage/Notice of Intent (NOI) and Storm Water Pollution Prevention Plan (SWPPP) (if applicable)
- NPDES Wastewater Permit(s) (if applicable)
- Drinking Water Permit (if applicable)
- Air permit applications and/or draft or final permits

B. Construction Documentation

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

C. Post-Construction Documentation

- GA EPD Construction Stormwater General Permit Notice of Termination (NOT)

D. 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

PART 3 REFERENCES & TOOLS

3.1 GPC has created an "Environmental Guidance Document" that includes environmental considerations and resources that are designed to help a bidder meet the environmental requirements in the siting and development of a new project. This document is located as a supplemental document on the IE Website.

3.2 Bidders must review the Best Management Practices required by a Governmental Authority ("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 N – ENVIRONMENTAL COMPLIANCE AFFIDAVIT

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

RE: Georgia Power All-Source Request for Proposals for 2029–2031 Capacity Needs – 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 GPC's All-Source RFP, #BidderLegalName#, a #OrgState# #limited liability company#***OR***#OtherOrgStructure# ("**Bidder**") is submitting one or more bids for consideration to fulfill a portion of the All-Source RFP on behalf of the party to execute an Awarded Contract with GPC ("**Seller**"). Capitalized terms used but not defined in this Affidavit have the meaning assigned in the RFP.

RFP Exhibit M (*Environmental Site Assessment Requirements*) 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 a Deficient Bid and may preclude further consideration of the Bid.

Bidder represents, warrants, and covenants the following:

1. Bidder is familiar with all applicable federal, state and local environmental regulations regarding the Site/Facility and has considered and addressed each of the factors described in Exhibit M (*Environmental Site Assessment Requirements*);
2. The Site/Facility will, #during the PPA Term# ***OR*** #until Closing# ***OR*** #until completion of Seller's obligations under the BTA#, comply with all applicable federal, state, and local environmental 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) 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 and 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's or Seller's environmental compliance during the RFP and, if applicable, #during the PPA Term# ***OR*** #until Closing# ***OR*** #until completion of Seller's obligations under a BTA#; and
5. Bidder and Seller will avoid environmental impacts, if possible, and will mitigate unavoidable environmental impacts as required under federal and state regulations #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 and any other environmental requirements 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 or any other environmental requirements, 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 or any other environmental requirements on a regular basis and will take steps as may be required to comply with any new or updated BMPs or any other environmental requirements; 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.

Bidder acknowledges that a statement from Bidder that "this work is being completed" or that "work is being done according to appropriate guidelines" is insufficient to meet the environmental requirements for a completed Bid.

Bidder's notarized signature is on the following page.

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 applicable, must provide to GPC promptly. Bidder further certifies that Bidder personally examined and is familiar with all the information in this Affidavit, including any exhibits, 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 _____, the person who signed the preceding Environmental Compliance Affidavit in my presence and who swore or affirmed that he/she understood the document and freely declared it to be truthful.

_____
Official Signature of the Notary

State of _____ County of _____

Official Seal of the Notary

My Commission Expires :

EXHIBIT O – MATERIAL APA/BTA TERMS AND CONDITIONS

Note to Bidders during Public Comment Period: GPC welcomes feedback regarding any term or condition that potential Bidders think should be included in this Exhibit O.

This Exhibit O provides an overview of selected key terms and conditions that will be included in the APA (Exhibit O-1 (*Material APA Terms and Conditions*)) or BTA (Exhibit O-2 (*Material BTA Terms and Conditions*)).

For purposes of this Exhibit O, "**Seller Material Adverse Effect**" means**:** Any change, event, circumstance, development, occurrence, or effect that, individually or in the aggregate with any other change, event, circumstance, development, occurrence, or effect: (i) has had or would reasonably be expected to have a material adverse effect on the business, assets, liabilities, operations, condition (financial or otherwise), or prospects of Seller, the Facility or Project, as applicable, or the Facility Assets or Project Assets, as applicable; (ii) would reasonably be expected to prevent or materially delay the ability of Seller to perform its obligations under the APA or BTA, as applicable, or consummate the transactions contemplated by the APA or BTA, as applicable; or (iii) has had or would reasonably be expected to have a material adverse effect on the business, assets, liabilities, operations, or condition (financial or otherwise) of Seller Guarantor, except, in each case of clauses (i), (ii), and (iii), for any change, event, circumstance, development, occurrence, or effect resulting from or arising out of: (a) a change in economic conditions generally affecting the international, national, regional, state, or local industries in which Seller operates; (b) a change in international, national, regional, state, or local wholesale or retail markets (including market description or pricing) for energy, electricity, fuel supply, or ancillary services, including those due to actions by competitors or changes in international, national, regional, state, or local electric transmission or distribution systems, including the operation or condition of the international, national, regional, state, or local electric transmission or distribution systems; (c) a change in general regulatory or political conditions, including any act of war, civil unrest, or terrorist activity; (d) a change or adverse condition in the securities markets, interest rates, or currency exchange rates; (e) any action expressly required to be taken or not taken in accordance with the APA or BTA, as applicable, or the other Transaction Documents entered into or in effect on the effective date of the APA or BTA, as applicable, or that GPC requested or consented to in writing; (f) any breach of the APA or BTA, as applicable, or the other Transaction Documents by GPC or any of its Affiliates or Representatives; or (g) the announcement or execution of the APA or BTA, as applicable, or the other Transaction Documents entered into on the effective date of the APA or BTA, as applicable, including the identity of GPC or any of its Affiliates (including the impact on relationships, contractual or otherwise, of Seller or any of its Affiliates with Seller's customers, suppliers, distributors, contractors, lenders, partners, employees, or service providers), so long as in the case of the preceding sections (a) through (d), the change, event, circumstance, development, occurrence, or effect does not disproportionately impact Seller, the Facility or Project, as applicable, or the Facility Assets or Project Assets, as applicable, relative to other similarly situated industry participants, projects or facilities, as applicable, or project assets or facility assets, as applicable.

EXHIBIT O-1 – MATERIAL APA TERMS AND CONDITIONS

The following is an overview of selected material APA terms and conditions.

1. **Purchase and Sale.**
   a. On the terms and subject to the conditions set forth in the APA:
      i. At "**Closing**," Seller will sell to GPC, free and clear of liens and other encumbrances (except to the extent GPC agrees otherwise), the Facility and all associated properties, assets, rights, and interests of any kind acquired before Closing (other than Excluded Assets), books and records, Facility real property, equipment, improvements, insurance policies, and intellectual property, and Facility Contracts, Facility Permits, and Environmental Attributes ("**Facility Assets**"); and
      ii. Simultaneous with Closing, Seller will assign to GPC Seller's rights and obligations under certain Facility contracts to which Seller or any of its Affiliates is a party, including real property agreements and other agreements listed in the Seller Disclosure Schedule relating to the Facility or Facility Assets ("**Facility Contracts**") and permits required for the development or operation of the Facility ("**Facility Permits**").
   b. At Closing, GPC will pay Seller the "**Purchase Price**" for the Facility Assets. The Purchase Price is subject to adjustment.
2. **Seller Disclosure Schedule.** By no later than the APA effective date, Seller will deliver to GPC disclosure schedules Seller prepared concerning the transaction ("**Seller Disclosure Schedule**").
3. **Assumed Liabilities, Excluded Assets, Excluded Liabilities.**
   a. **Assumed Liabilities.**
      i. For indemnity obligations under Facility Contracts and Facility Permits, GPC will assume liability only for events that occur after Closing.
      ii. GPC will assume obligations under Facility Contracts and Facility Permits solely to the extent the obligations are not liabilities from Seller's or a Seller Affiliate's failure to perform, improper performance, warranty, or other breach, default, or violation by Seller, its Affiliate, or an agent before Closing.
   b. **Excluded Assets.** Seller will not transfer to GPC any right, title, or interest in Excluded Assets (which will be listed in the Seller Disclosure Schedule).
   c. **Excluded Liabilities.** GPC will not assume any of the excluded Seller Liabilities**,** whether they arise before, at, or after Closing ("**Excluded Liabilities**"), which will remain Seller's or Seller's Affiliates exclusive liability, including: (i) Liabilities arising out of or relating to Facility siting and design through commissioning or related to ownership and operation of the Facility before Closing; (ii) Liabilities from Seller's or a Seller Affiliate's violations of applicable laws by Seller before Closing; (iii) Liabilities arising from Seller employment agreements; (iv) Liabilities from environmental conditions or from the Release of hazardous substances before Closing; (v) Seller Liabilities under Facility Contracts and Facility Permits that arose before Closing; (vii) tax Liability arising from the transfer of Facility Assets; (viii) Liabilities relating to Excluded Assets; or (ix) Liabilities related to Seller's post-Closing obligations.
4. **Conditions Precedent to Closing.** Closing is subject to conditions precedent, including the conditions in the following list. If conditions precedent to Closing do not occur before the date stated in the APA ("Outside Date"), either party may terminate the APA so long as the failure to close by the Outside Date was not caused by the terminating party's material breach of the APA.
   a. All approvals, consents, or authorizations have been obtained and are in full effect;
   b. No applicable law prohibits and there is no Governmental Authority pending action seeking to prohibit the transactions contemplated by the APA;
   c. If applicable, the Hart-Scott-Rodino Antitrust Improvements Act of 1976 waiting period has expired or terminated;

d. There are no pending regulatory matters, such as a pending FERC 203 application (if applicable), and all required regulatory approvals, such as Certification, are in a form and of substance acceptable to GPC;

e. Seller's representations and warranties are true as of the Closing Date;

f. Seller has complied with and performed each of its covenants as of Closing;

g. No material adverse effect to a party's ability (e.g., Seller Material Adverse Effect) to perform its APA obligations has occurred and is continuing as of Closing;

h. All Facility Permits have been transferred or reissued to GPC;

i. All Facility Contracts have been assigned to GPC; and

j. Seller has delivered to GPC the Closing Deliveries.

5. Closing.

a. **Closing Date.** If Closing occurs after the Closing Date because of any reason other than GPC's breach of its obligations under the APA, Seller will be liable for Delay Damages, which GPC will be entitled to deduct from the Purchase Price, and other remedies.

b. **Seller Closing Deliveries.** Seller Closing deliveries include: (i) Seller-executed counterparts of the Bill of Sale, Assignment Agreement, and Deed/Lease Assignment; (ii) a Seller Closing Certificate; (iii) a Closing Letter of Credit (if required under the APA); (iv) required guarantees; (v) estoppel certificates; (vi) Title Policy; (vii) Updated Surveys; (viii) Phase I environmental assessment; and (ix) other documents required by applicable Law.

6. Seller General Covenants. Seller's general covenants include the following:

a. From APA Effective Date until Closing ("**Interim Period**"), Seller will provide GPC continuous access to and will allow inspection of the Facility and the Facility Assets.

b. During the Interim Period Seller will not take any action that could have an adverse impact on the Closing, Facility, or GPC's evaluation of the transaction.

c. During the earlier of: (i) the Interim Period; or (ii) from the Effective Date until 90 Days after termination of the APA, Seller and Seller's Affiliates will enter an exclusivity period during which Seller must not engage any Person regarding an acquisition, purchase or sale, or similar transaction regarding the Facility or Facility Assets ("**Acquisition Proposal**"). Seller will immediately: (i) notify GPC and disclose to GPC information regarding any communication Seller receives concerning an Acquisition Proposal; and (ii) inform the Person making the Acquisition Proposal of Seller's APA exclusivity obligations.

d. Through the Interim Period and for a period after Closing, as will be specified in the APA, Seller will maintain its insurance policies and notify GPC of any claim made under or change to the policy during the Interim Period.

e. GPC will have the right to require performance testing before Closing.

f. Seller will provide to GPC all materials for GPC's due diligence review of the Facility Assets and Assumed Liabilities.

7. Seller Representations and Warranties. Consistent with reasonable commercial practices for a transaction of the type and size contemplated, Seller will make representations and warranties regarding the transaction, including the following:

a. Seller has authority to transact in accordance with the APA;

b. Seller has provided GPC with a true and complete copy of each Facility Permit;

c. Seller is in compliance with applicable laws;

d. Seller has a valid interest in the Facility real property and good and valid title in the Facility Assets;

e. No third party has any interest in and there are no adverse claims of ownership of the Facility Assets; and

f. Seller and Seller Guarantor are and will remain solvent.

8. Indemnification.

a. Seller will indemnify, release, and hold harmless (and defend when requested) GPC, its Affiliates, and each GPC-related Person ("**GPC Indemnified Party**") for claims, including claims caused by, arising out of, or related to: (i) breach of or inaccurate representation, warranty, or other Seller statement; (ii) Seller's breach or default in performing a covenant or obligation; (iii) Excluded Assets or Excluded Liabilities; (iv) Seller's fraud, intentional misrepresentation, or willful misconduct; (v) inability to claim Tax related benefits; (vi) any unauthorized cyber access to Facility Assets due to Seller's act or omission; (vii) violation of IP rights regarding the Facility and Facility Assets; (viii) any defect in title to Facility and Facility Assets; (ix) any claim associated with the Facility, unless resulting from sole negligence or intentional misconduct of GPC; and (x) Seller income taxes, pre-Closing taxes, and transfer taxes.

b. **GPC will not offer any indemnity to Seller.**

9. Limitation of Liability.

a. **Before the Closing Date, Seller will be solely liable for the Facility and the Facility real property.**

b. **Before the Closing Date, GPC assumes no liability for injury or damage regarding the Facility (including its operation, maintenance, repair, or replacement) or the Facility real property.**

c. **Before Closing, GPC is not responsible for the electric energy within the Facility or at the Facility Real Property.**

d. **GPC will have no responsibility for physical damage to, or destruction of, Seller's property, and Seller will not seek recovery from GPC for property damage, except in the case of GPC's sole negligence or intentional wrongdoing.**

e. **GPC and Seller waive consequential damages (except as permitted in the APA).**

10. Seller's Tax Responsibility.

a. Seller will file all tax returns relating to any period before the Closing Date.

b. Seller will not take any action that could interfere with GPC's tax benefit eligibility.

c. If the Facility s is eligible for tax credits made available through the Inflation Reduction Act, Seller, its contractors, and subcontractors will comply, as applicable, with all labor standards, including prevailing wage and employment of apprentices, and any other requirement necessary for the Facility to qualify for full ITC or PTC .Seller will keep records of payment to provide to GPC as required.

d. The Purchase Price and Assumed Liabilities will be allocated among the Facility Assets, to be set forth in the Seller Disclosure Schedule, and must comply with Section 1060 of the Internal Revenue Code of 1966, and Seller will file Tax Returns accordingly. Seller must: (i) act in good faith and cooperate with GPC and other parties acting on behalf of GPC regarding the Purchase Price allocation; and (ii) promptly notify GPC if Seller becomes aware of any audit, investigation, or proceeding relating to the Purchase Price allocation.

11. Specific Performance. Each party will be entitled to specific performance of the obligations to be performed by the other party in accordance with the provisions of the APA.

12. Insurance Requirements. The Seller Disclosure Schedule will include a complete list of all insurance policies maintained on behalf of Seller related to the Project or the Project Assets ("**Project Insurance Policies**"). The Project Insurance Policies must be maintained by Seller through Closing and continue to remain in effect for a period determined by the provisions of the APA.

EXHIBIT O-2 – MATERIAL BTA TERMS AND CONDITIONS

The following is an overview of selected BTA terms and conditions.

1. **Purchase and Sale.**
   a. On the terms and subject to the conditions further set forth in the BTA:
      i. At Closing, Seller will sell to GPC, free and clear of all liens and encumbrances (unless permitted under the BTA) the **Project** and all properties, assets, rights, and interests of any kind acquired before Closing (other than Excluded Assets) including books and records, Project real property, equipment, improvements, insurance policies, and intellectual property, and Project contracts, Project permits, and Environmental Attributes ("**Project Assets**"); and
      ii. Simultaneous with Closing, Seller will assign to GPC Seller's rights and obligations under certain Project contracts to which Seller or any of its Affiliates is a party, including real property agreements and agreements listed in the Seller disclosure schedule relating to the Project or Project Assets ("**Project Contracts**"); and permits required for the development or operation of the Project ("**Project Permits**").
   b. On the terms and subject to the conditions further set forth in the BTA, GPC will pay Seller the "**Purchase Price**" which will consist of: (i) "**Base Purchase Price**" for the Project Assets, Seller's obligation to cause the Project to achieve Final Completion; and (ii) cost adjustments and prorations.
2. **Firm Date Conditions.** The "**Firm Date**" will be the date all Firm Date Conditions have been satisfied (or waived by the party with waiver rights) and will signify Project development completion and commencement of Project construction activities. General Firm Date Conditions must be satisfied or otherwise waived by both GPC and Seller in their sole discretion and Seller must achieve GPC Firm Date Conditions (unless GPC waives those conditions). General and GPC "**Firm Date Conditions**" include the following:
   a. Seller has rights to construct, own, and operate the Project;
   b. Seller has obtained required consents and permits;
   c. The Interconnection Agreement and any Affected System Agreement have been executed by applicable counterparties;
   d. Seller has performed its obligations under the BTA;
   e. Seller's representations and warranties are true, correct, and complete as of the Firm Date, unless qualified by a materiality standard, which must be true, correct, and complete in all respects; and
   f. There is no Seller Material Adverse Effect.
   g. On or after the Firm Date, Seller will issue a notice to its EPC Contractor to Proceed with construction.
3. **Assumed Liabilities, Excluded Assets, and Excluded Liabilities.**
   a. **Assumed Liabilities.** "**Assumed Liabilities**" will include: (i) liabilities under Project Contracts and Project Permits expressly assumed by GPC; (ii) liabilities arising from ownership, operation, maintenance, or use or the Project or Project Assets following Closing; and certain tax liabilities concerning Project Assets for any post-Closing tax period.
   b. **Excluded Assets.** Seller will not transfer to GPC any right, title, or interest in Excluded Assets (which will be listed in the Seller Disclosure Schedule).

c. **Excluded Liabilities.**

i. GPC will not assume any of the excluded Seller Liabilities, whether they arise before, at, or after Closing (collectively, "**Excluded Liabilities**"), which will remain Seller's or Seller's Affiliates exclusive liability, including: (a) liabilities arising out of or relating to the Project before Closing; (b) liabilities from Seller's violations of laws before Closing; (c) liabilities arising from employment agreements; (d) liabilities from environmental conditions before Closing; (e) liabilities of Seller under Project Contracts and Project Permits that arose before Closing; (f) construction costs; (g) liabilities relating to Excluded Assets.

ii. GPC will not assume or take assignment of Seller's rights or obligations under Contracts and permits identified in the BTA, including: (a) the EPC Contract and major supply agreements; and (b) Project Permits to the extent Seller has obligations that continue or arise after Closing.

4. **Conditions Precedent to Closing.** Closing is subject to conditions precedent, including the following:

a. All Consents have been obtained and are in full effect;

b. No law prohibits and there is no Governmental Authority pending action seeking to prohibit the transactions contemplated by the BTA;

c. If applicable, the Hart-Scott-Rodino Antitrust Improvements Act of 1976 ("**HSR Act**") waiting period has expired or terminated;

d. Seller has delivered Closing deliveries;

e. The Commission Certificate has been obtained on terms acceptable to GPC;

f. Seller's representations and warranties are true as of the Closing Date;

g. Seller has complied with and performed each of its covenants;

h. Seller has delivered to GPC Closing deliveries;

i. The Project has achieved Mechanical Completion;

j. The Project has not been: (i) placed in service; or (ii) achieved a state where the Project has been energized and synchronized with, and is capable of transmitting electric energy to, the Transmission Provider, and is ready to be placed into serviced ("**Energization and Synchronization**"); and

k. Project contracts, including an EPC agreement and the major supply agreements, are in full effect.

5. **Closing and Milestone Payments.**

a. **Seller Closing Deliveries.** Seller Closing deliverables include: (i) Seller-executed counterparts of the Bill of Sale, Assignment Agreement, and Deed/Lease Assignment; (ii) Seller Closing Certificate; (iii) required guarantees; (iv) estoppel certificates; (v) Real Property Surveys; and (v) releases of liens and liabilities.

b. **Milestone Payments.**

i. At the Closing, GPC will pay Seller 80% of the Base Purchase Price ("**Closing Payment**").

ii. Within 10 Business Days after Substantial Completion, GPC will pay Seller the Purchase Price, less: (a) the Closing Payment; and (b) 150% of the value of all punch list items ("**Substantial Completion Payment**").

iii. Within 10 Business Days after GPC certifies the project has achieved Final Completion, GPC will pay Seller the "**Punch List Holdback Amount**."

6. **GPC's Early Termination Right.** GPC will have the right to terminate the BTA before the Closing Date under various conditions, including the following:
   a. A Seller Material Adverse Effect occurs;
   b. Closing has not occurred by the outside closing date specified in the BTA ("**Outside Closing Date**");
   c. An FME delays the Project beyond the Outside Closing Date;
   d. The Commission Certificate is not obtained in form and substance acceptable to GPC within 12 months following GPC's submission for approval;
   e. The Firm Date has not occurred by the deadline specified in the BTA; or
   f. The EPC Contract and major supply agreements have not been executed by counterparties within 30 Days or executed within 90 Days after the Effective Date.
7. **Seller Representations and Warranties.** Consistent with reasonable commercial practices for a transaction of the type and size contemplated, Seller will make representations and warranties regarding the transaction, including the following:
   a. Seller has authority to transact in accordance with the BTA;
   b. Seller has provided GPC with true and complete copies of all Project Contracts and Permits;
   c. Seller is in compliance with applicable laws;
   d. Seller has a valid interest in the Project Real Property and good and valid title in the Project Assets;
   e. No third party has any interest in and there are no adverse claims of ownership of the Project Assets;
   f. Seller always complied with applicable laws; and
   g. Taxes on Project Assets have been paid, and Seller and Seller Guarantor are and will remain solvent.
8. **Seller Covenants.**
   a. **Pre-Closing Covenants.** Seller's pre-Closing covenants include the following:
      i. Seller will use commercially reasonable efforts to perform any further acts requested and to ensure that each Firm Date Condition, Closing condition, Consent, and approval is timely satisfied or obtained to carry out the BTA;
      ii. Seller will provide GPC and its Representatives with site access rights from the effective date until Closing; and
      iii. Seller will provide to GPC all materials for GPC's due diligence review of the Project Assets and Assumed Liabilities.
   b. **Post-Closing Covenants.** Seller's post-Closing covenants include the following:
      i. Seller will accomplish all incidental and necessary tasks to complete the Project in accordance with the BTA, including Substantial Completion and Final Completion; and
      ii. Seller will promptly notify GPC of a dispute under the Project Contract that rises to a formal proceeding and provide GPC with information Seller obtains regarding the dispute.
   c. **General Covenants.** Seller's general Covenants include the following:
      i. Seller is responsible for: (a) all construction costs arising under EPC Contract, major supply agreements, and other Project Contracts; (b) designing the Project to achieve

performance guarantees; (c) maintaining insurance on the Project; and (d) providing GPC the right to access and inspect the Project Site, Assets, and Books and Records.

ii. Without GPC's written consent, Seller will not: (i) modify, amend, or terminate any Project Contract; (ii) enter into any agreements that do not conform with the BTA; (iii) send notice of FME to a Project Contract counterparty without first notifying GPC; (iv) initiate or threaten litigation or settle any dispute; (v) sell, lease, assign, transfer, or encumber to any Person any Project Assets; (vi) change any tax election, insurance policy, or Project Permit; or (vii) take any action that reasonably will materially, adversely affect the Project Assets.

9. Performance Tests and Performance Guarantees.

a. **Seller's Performance Guarantee Obligations.**

i. Seller guarantees that the Project will achieve the performance guarantees to be set out in the BTA.

ii. Seller must, at Seller's expense, ensure each Performance Guarantee is met.

b. **Performance Test Requirements and GPC's Right to Validate Performance Tests**

i. Before Substantial Completion, Seller will provide all materials, electricity, and supervisory personnel and will conduct Performance Tests.

ii. Seller will provide GPC prior notice of when Performance Tests will begin, and GPC has the right to be present during testing and inspect meters and data to verify the results.

iii. After each Performance Test, Seller will provide GPC with copies of the results and a report about the results, any deficiencies, and ways to correct deficiencies. Seller will correct deficiencies in Project Equipment or Work noted during the Performance Test.

10. EPC Contract.

a. Seller will include GPC as a third-party beneficiary under the EPC Contract.

b. Seller will ensure the EPC Contract includes the following "**Critical Milestones**":

i. **Mechanical Completion.** Mechanical Completion will occur when certain milestones are achieved, including the following: (i) the Project is mechanically, electrically, and functionally complete, but has not achieved Energization and Synchronization; (ii) Seller has completed the design, engineering, procurement, permitting, assembly, construction, and installation of the Project, in accordance with this BTA; and (iii) the installed nameplate capacity has reached 95% of the nominal capability as will be determined in accordance with the BTA.

ii. **Substantial Completion.** Substantial Completion will occur when certain milestones are achieved, including the following: (i) the Project has achieved Mechanical Completion; (ii) all Work has been completed except the mutually agreed Punch List items; (iii) Seller has conducted Performance Tests and the Project has successfully achieved performance guarantees in accordance with the BTA requirements; and (iv) the Project capacity equals or exceeds the nominal capability.

iii. **Final Completion.** Final Completion will occur when certain milestones are achieved, including the following: (i) the Project has achieved Substantial Completion; (ii) Seller has completed Punch List items; and (iii) Seller has assigned the EPC Contract and major supply agreements to GPC.

11. Warranties.

a. EPC Contractor and each major subcontractor must provide a warranty under the EPC contract or major supply agreement, as will be further described in the BTA. Seller will cause EPC Contractor to provide extended warranty coverage for certain major equipment.

b. Seller will provide a gap warranty for the duration of the warranty period, warranting, among other things, the workmanship, skill, and quality of the Work performed by Seller under the BTA.

c. The warranty correction period will run for 24 months after the Substantial Completion Date. A serial defect within the warranty Period will result in an automatic 12-month extension from the date the defect was caused.

d. Seller and EPC Contractor are responsible for identifying the root cause and implementing solutions for Serial Defects that occur during the Warranty Period.

12. Seller Indemnification Obligations.

a. Seller must indemnify, release, and hold harmless (and defend when requested) GPC, its Affiliates, and each GPC-related Person regarding: (i) an inaccurate Seller representation, warranty, or statement; (ii) Seller's breach of default in performing a covenant or obligation; (iii) Excluded Assets or Excluded Liabilities; (iv) Seller's fraud, intentional misrepresentation, or willful misconduct; (v) inability to claim tax related benefits; (vi) any unauthorized cyber access to Project Assets due to Seller's act or omission; (vii) violation of IP rights regarding the Project and Project Assets; (viii) any defect in title to Project and Project Assets; (ix) any payment or obligation to EPC Contractor or subcontractors under a Project Contract, other than Post-Closing GPC EPC change order costs; (x) Seller income taxes, pre-Closing taxes, and transfer taxes; (xi) any claim associated with the Project, unless resulting from sole negligence or intentional misconduct of GPC.

b. **GPC will not provide any indemnity to Seller.**

13. Limitation of Liability.

a. **Before Closing, Seller will be solely liable for the Project and Project Site.**

b. **Before Closing, GPC assumes no liability for injury or damage regarding the Project or the Project Site and is not responsible for the electric energy within the Project or at the Project Site.**

c. **GPC will have no responsibility for physical damage to, or destruction of, Seller's property, and Seller will not seek recovery from GPC for property damage, except in the case of GPC's sole negligence or intentional wrongdoing.**

d. **GPC and Seller waive consequential damages (except as permitted in the BTA).**

14. Seller's Tax Responsibility.

a. Seller will file all tax returns relating to any period before Closing Date.

b. Seller will not take any action that could interfere with GPC's tax benefit eligibility.

c. If the Facility is eligible for tax credits made available through the Inflation Reduction Act, Seller, its contractors, and subcontractors will comply, as applicable, with all labor standards, including prevailing wage and employment of apprentices, and any other requirement necessary for the Facility to qualify for full ITC or PTC. Seller will keep records of payment to provide to GPC as required.

15. Specific Performance. Each party will be entitled to specific performance of the obligations to be performed by the other party in accordance with the provisions of the BTA.

16. Insurance Requirements. Seller must maintain the following insurance types and limits set out in the table below. Seller must procure the above coverages through insurance companies authorized to do business in the State of Georgia who have an A.M. Best Insurance financial strength rating of at least "A-" VII or better, or equivalent, or must be of recognized responsibility satisfactory to the Parties. Except for Seller's workers' compensation and professional liability policies, Seller must name GPC and GPC-related Persons as an additional insured on each policy below.

INSURANCE REQUIREMENTS	
Insurance Type	**Limits**
Workers' Compensation / Employer Liability	$1,000,000 per accident; $1,000,000 for disease; and $1,000,000 for each employee.
Commercial General Liability (bodily injury, products/completed operations, broad form/blanket contractual liability, broad form property damage and personal injury liability, sudden and accidental pollution, premises/operations explosion, independent Contractor liability, and collapse and underground hazards coverage and hostile fire liability)	$2,000,000 per occurrence and $2,000,000 annual aggregate, each on a per project basis
Business Automobile Liability (owned, unowned, and hired automobiles)	$1,000,000 combined single limit per occurrence for bodily injury and property damage
Excess/Umbrella	$25,000,000 per occurrence and $25,000,000 annual aggregate
Contractor's Pollution Liability (including pre-existing pollution conditions, covering bodily injury, property damage and pollution cleanup for pollution conditions occurring on and off the Site)	$5,000,000 each claim and $5,000,000 in the aggregate
Professional Liability Insurance (if design and engineering services are provided)	No less than $5,000,000 single limit
Builder's All Risk	Full Project value

EXHIBIT O – ATTACHMENT 1 – MECHANICAL COMPLETION CRITERIA

"**Mechanical Completion**" under the BTA will occur when Seller satisfies the criteria stated in the BTA, which include the following:

1. The Project is mechanically, electrically, and functionally complete and ready for commissioning, energization and, initial start-up, adjustment, and testing, but has not achieved energization and synchronization, and Seller has completed the design, engineering, procurement, permitting, assembly, construction, and installation of the same, in accordance with the BTA, including: (i) the connection of all equipment to other applicable equipment as required by way of wiring, controls, and safety systems; and (ii) ensuring that all instruments and relays are installed and functional and all required protective and control features are operational;
2. All necessary calibration has been completed in accordance with the applicable manufacturer's standards and guidance, except for items mutually agreed to not be critical to the operation of the Project;
3. The installed nameplate capacity of the Project has reached 95% of the Project Nameplate Capacity;
4. Seller has achieved Mechanical Completion by the Guaranteed Mechanical Completion Date, or Seller has paid Mechanical Completion Delay Liquidated Damages in accordance with the BTA;
5. Seller has commissioned the Project in accordance with the BTA;
6. The meteorological stations at the Site have been installed and are ready to be placed into operation by Seller;
7. The telemetry system has been installed and placed into operation by Seller;
8. The telecommunications system has been installed and placed into operation by Seller;
9. Seller has installed the Data Acquisition System (DAS) for monitoring and control aspects of the Project including a six-month data historian;
10. Seller has delivered all documents required to be delivered by the Mechanical Completion Date in accordance with the BTA;
11. All quality assurance documentation has been provided to GPC in accordance with the Quality Control/Assurance Manual, and all non-conforming quality assurance issues have been resolved in accordance with the Quality Control/Assurance Manual;
12. Seller has delivered to the Project Site any spare parts purchased by GPC in accordance with the BTA;
13. Seller has delivered to the Project Site all special tools required by the manufacturers of Project Equipment and materials to operate and maintain the Project;
14. All Permits that are necessary for the siting, construction and operation of the Project have been obtained (other than Permits that can reasonably be expected to be obtained when needed in the ordinary course of business on commercially reasonable terms and conditions);
15. Neither the Project nor any property that is part of the Project has, in whole or in part (including any PV circuit), been placed in service, energized or synchronized to the Electric System;
16. Seller has delivered all applicable lien waivers and releases required to be provided at Closing; and
17. "Mechanical Completion" has been achieved under the EPC Contract.

EXHIBIT P – FACILITY TECHNICAL REQUIREMENTS

PART 1 WINTERIZATION REQUIREMENTS

1.1 Each Submission must comply with the following requirements:

A. The Facility must comply with applicable EOP-012-1 (*Extreme Cold Weather Preparedness and Operations*) requirements, including Requirements R1 (applicable to New Facilities), R2 (applicable to Existing Facilities), R3, R4, R5, R6, and R7. EOP-012-1 (Extreme Cold Weather Preparedness and Operations) is published by NERC and available at: https://www.nerc.com/pa/Stand/Reliability%20Standards/EOP-012-1.pdf.

B. Bidder must provide, by no later than Bid Due Date the Facility's: (i) extreme cold weather temperature; and (ii) cold weather preparedness plan.

PART 2 CYBERSECURITY

2.1 Each Facility must comply with the requirements for Bulk Electric System generation facilities in North America set forth in the NERC reliability standards (*Cyber Security Standards*) created pursuant to FERC order 706 (*Mandatory Reliability Standards for Critical Infrastructure Protection*) and any other cyber security best practices consistent with Prudent Industry Practices.

PART 3 ADDITIONAL MINIMUM FACILITY TECHNICAL REQUIREMENTS FOR ESS FACILITIES

3.1 PPA Bids for Facilities utilizing solar photovoltaic modules as a Renewable Resource must meet the following requirements:

A. Hydrology and Site drainage

(i) Site grading must ensure positive drainage of the Site.

(ii) Site design must ensure no flooding, no standing water, and no increase in flows offsite.

(iii) The drainage design must be based on a 100-year, 24-hour rain event.

(iv) No portion of the Facility may be located in a floodplain without the proper permit(s) from the appropriate Governmental Authority.

(v) 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

(i) Measures must be in place to prevent sediment loss.

(ii) Permanent site vegetation and site stabilization must be completed before demobilizing.

C. Facility Design

(i) 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.

(ii) Site performance at the POI must meet the interconnection requirements as set forth by the Interconnection Provider.

(iii) Reactive power requirement must be solely met by the inverters without the use of capacitor banks.

(iv) 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).

(v) Hurricane resistance rating and restoration plan.

D. Major Equipment Vendors

(i) Major equipment vendors must demonstrate quality and performance and be prepared to perform future warranty and maintenance work.

(ii) Major equipment must be manufactured in factories certified to both IEC TS 62941 and ISO 9001.

(iii) Final major equipment vendors subject to review by GPC.

E. PV Module

(i) Solar modules must be sourced from Bloomberg New Energy Finance (BNEF) Tier 1 photovoltaic

manufacturers.

(ii) Provide detailed Highly Accelerated Life Test (HALT) report (PVEL or equivalent) for the specific module proposed, preferably from independent third-party testing agency.

(iii) Provide module manufacturing location and Bill of Material (BOM).

F. Inverter

(i) Inverters must be listed to UL1741 latest version.

(ii) Inverters may be reviewed by GPC.

(iii) 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.

(iv) Inverters must be equipped with DC ground detection means through either insulation monitoring or differential current monitoring.

(v) Facilities that are transmission interconnected must conform to NERC recommendations and requirements pertaining to IBR facilities.

G. Inverter Step-up Transformer

(i) Transformers must be two-winding and KNAN type cooling; winding must be copper.

(ii) 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.

(iii) Oil reservoir for spill containment must be provided for each transformer.

H. MV Switchgear

(i) 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.

(ii) All current transformers must have an accuracy class of C400 or higher.

I. Grounding

(i) 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

(i) Meteorological and performance monitoring equipment/system must conform to IEC61724 and the requirements defined for a Class A (high) accuracy monitoring system.

(ii) 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.

(iii) At minimum two soiling stations utilizing full sized modules must be provided.

K. Testing

(i) Operational test, performance ratio test, and Capacity test (ASTM Based) must be performed for PV facilities.

(ii) Additional testing, if required under the Interconnection Agreement, must also be performed.

(iii) NERC testing must be performed for facilities defined as a Bulk Electric System (BES).

L. Main Power Transformer

(i) Transformers must be capable of meeting 100% of Facility output using 100% ONAN-cooling.

(ii) Transformer suppliers may be subject to review.

(iii) RIS-type bushings are preferred.

(iv) Transformers must be designed with a 25% temporary emergency overload.

(v) Transformer overload capability must be unlimited by components (i.e., bushing ratings, DETC rating, etc.)

(vi) 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

(i) 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.

(ii) Facility substations must be commissioned to NETA ATS 17 standards.

(iii) 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.

(iv) Spatial separation from oil-filled electrical equipment must be compliant with IEEE 979-2012.

(v) All equipment suppliers, protection and control designs and settings, and grounding design/modeling will be subject to review by GPC.

N. Cyber Security

(i) Facility connectivity must comply with NERC CIP policies.

O. End-of Life Disposal

(i) The Toxicity Characteristic Leaching Procedure (TCLP) testing procedure and results for modules must be submitted.

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

3.2 PPA Bids for Facilities utilizing solar photovoltaic modules with an ESS comprised of a battery energy storage system ("**BESS**") must meet the requirements set forth above in Section 2.1 of this Exhibit P and the following requirements regarding the ESS:

A. BESS

(i) Units listed to UL9540 2nd edition.

(ii) UL9540A large scale fire test report provided at the cell, module, and unit level.

(iii) BESS complies with the version of NFPA 855 in effect at the time of Commercial Operation.

(iv) A water connection and firefighting system shall be installed for responding to a thermal event.

(v) Thermal Management System (TMS) design with redundancy and/or contingency for TMS component failure are required (ex. redundant HVAC, fans, or ability to operate in derated condition with TMS component failure).

(vi) Provide Site-specific Hazard Mitigation Analysis (HMA) and Failure Mode and Effects Analysis (FMEA).

(vii) Provide detailed augmentation plan for the Facility over the PPA Term.

(viii) BESS must be sized to maintain rated nameplate instantaneous Energy output capacity at the POI.

B. Inverter

(i) BESS inverters must be capable of operating full lead and lag in both charge and discharge conditions.

(ii) BESS inverters must be grid forming capable. Bidders must provide documentation demonstrating the inverter's grid forming capability.

(iii) 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

(i) 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.

(ii) Battery enclosures must be spaced per UL9540A testing results.

(iii) 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

(i) Continuous power test, energy capacity test, and RTE test must be performed for the BESS.

(ii) Testing must be performed to demonstrate the combined output of BESS and the Renewable Resource are controlled to mitigate equipment overload.

(iii) Technology specific characterization testing must be performed. (ex. ramp rate testing).

(iv) Additional testing must be performed as required.

E. End-of Life Disposal / Demolition

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

3.3 Bids for BTAs for Build Transfer Facilities must meet the following requirements, including the items listed above in Section 2.2of this Exhibit P applicable to ESS:

A. Hydrology and Site Drainage

(i) Site grading must ensure positive drainage of the Site.

(ii) Site design must ensure no flooding, no standing water, and no increase in flows offsite, as prescribed by the Georgia Stormwater Management Manual.

(iii) The drainage design must be based on a 100-year, 24-hour rain event.

(iv) 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).

(v) The construction contract scope must include responsibility of contractor to close out the National Pollutant Discharge Elimination System (NPDES) permit.

(vi) Contractor will remain responsible for getting the Notice of Termination (NOT) verified and signed by the agency.

B. Site Grading and Stabilization

(i) 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.

(ii) Measures must be in place to prevent sediment loss.

(iii) Permanent site vegetation and site stabilization must be completed before Final Completion.

C. Facility Design

(i) 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.

(ii) Site performance at the POI must meet the interconnection requirements as set forth by the Interconnection Provider.

(iii) Reactive power requirement must be solely met by the inverters without the use of capacitor banks.

(iv) Input and output of all control and communication devices must be wired out to marshalling terminal blocks that is easily accessible.

(v) 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

(i) Major equipment vendors must demonstrate quality and performance and be prepared to perform future warranty and maintenance work.

(ii) Major equipment must be manufactured in factories certified to both IEC TS 62941 and ISO 9001.

(iii) Final major equipment vendors subject to review and approval by GPC.

E. PV Module

(i) Solar modules must be sourced from Bloomberg New Energy Finance (BNEF) Tier 1 photovoltaic manufacturers.

(ii) Photovoltaic modules must be framed. All string connectors must use the same connector manufacturer and model as the PV module lead.

(iii) Provide detailed Highly Accelerated Life Test (HALT) report (PVEL or equivalent) for the specific module proposed, preferably from independent third-party testing agency.

(iv) Provide module manufacturing location and Bill of Material (BOM).

F. Inverter

(i) Inverters must be listed to UL1741 latest version.

(ii) Inverters must be approved by GPC.

(iii) 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.

(iv) Inverters must be equipped with DC ground detection means through either insulation monitoring or differential current monitoring.

(v) A lockable fused disconnect must be provided at each discrete incoming DC input.

(vi) Facilities that are transmission interconnected must conform to NERC recommendations and requirements pertaining to IBR facilities.

G. Inverter Step-up Transformer

(i) Transformers must be two-winding and KNAN type cooling; winding must be copper.

(ii) 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.

(iii) 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.

(iv) Two IR windows must be provided on both low side and high side terminations.

(v) Oil reservoir for spill containment must be provided for each transformer.

H. MV Switchgear

(i) 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.

(ii) 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.

(iii) All current transformers (CT) must have an accuracy class of C400 or higher.

(iv) Bidder must coordinate with GPC on specific relays used and protection philosophy.

I. Grounding

(i) 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).

(ii) 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.

(iii) 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

(i) 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.

(ii) 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.

(iii) 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

(i) Meteorological and performance monitoring equipment/system must conform to IEC61724 and the requirements defined for a Class A (high) accuracy monitoring system.

(ii) 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.

(iii) For Facilities using bifacial modules, an albedometer must be provided for each GHI pyranometer.

(iv) At minimum two soiling stations utilizing full sized modules must be provided.

L. Testing

(i) Operational test, performance ratio test, and capacity test (ASTM Based) must be performed for PV facilities.

(ii) Additional testing, if required under the Interconnection Agreement, must also be performed.

(iii) NERC testing must be performed for facilities defined as a Bulk Electric System (BES).

M. Main Power Transformer

(i) Transformers must be capable of meeting 100% of Facility output using 100% ONAN-cooling.

(ii) Transformer suppliers must be subject to review and approval by GPC.

(iii) A design review prior to ordering materials utilizing third-party transformer design consultant must be approved by GPC.

(iv) RIS-type bushings are preferred.

(v) Transformers must be designed with a 25% temporary emergency overload.

(vi) Transformer overload capability must be unlimited by components (i.e., bushing ratings, DETC rating, etc.)

(vii) 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

(i) 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.

(ii) Facility substations must be commissioned to NETA ATS 17 standards.

(iii) 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.

(iv) Spatial separation from oil-filled electrical equipment must be compliant with IEEE 979-2012.

(v) All equipment suppliers, protection and control designs and settings, and grounding design/modeling must be subject to review.

O. SCADA

(i) 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.

(ii) The data link preference is OPC DA, DNP, or Modbus.

(iii) 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.

(iv) 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.

(v) Local Human Machine Interface platform must be Ignition by Inductive Automation.

P. Cyber Security

(i) Equipment providers and site design must comply 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

(i) The Toxicity Characteristic Leaching Procedure (TCLP) testing procedure and results for modules must be submitted.

(ii) Description of the end-of-life disposal/recycling plan must be provided.