

2024 Request for Proposals

for Solar Photovoltaic Distributed Generation

October 8, 2024

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

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

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

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

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

2023 DG RFP: GPC's 2023 Request for Proposals for Solar Photovoltaic Distributed Generation.

2024 DG RFP: This 2024 Request for Proposals for Solar Photovoltaic Distributed Generation.

AC: Alternating current.

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

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

Affiliate: For a specific Person, any other Person directly or indirectly controlling, controlled by, or under common control with the Person. For purposes of this definition, "control" when used regarding any entity means the power to direct the management and policies of the entity, directly or indirectly, whether through ownership of voting securities, by contract, or otherwise. The PPA assumes that the direct or indirect owner of 50% or more of the outstanding stock or other equity interest of a Person has "control" of the Person; the terms "controlling" and "controlled" have meanings correlative to "control."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Build Transfer Agreement (BTA): The Build Transfer Agreement to be entered into by GPC and a Winning Bidder (or other Person identified as BTA counterparty as allowed by this DG RFP) regarding a Build Transfer Facility, in the form of the pro forma BTA found on the IE Website and incorporated by reference into this DG RFP.

Build Transfer Facility: A Facility that is transferred to GPC on or after Mechanical Completion but before energization.

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

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

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

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

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

COA: See Commercial Operation Authorization.

Comment Period: The period during which Bidders and interested Persons may submit 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 the requirements of the Awarded Contract.

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

Commission: The Georgia Public Service Commission.

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

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

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

Creditworthy or **Creditworthiness:** A Person: (i) with an investment grade rating from at least two of the Rating Agencies, such that its senior unsecured debt (or issuer rating if the Person has no senior unsecured debt rating) is rated at least: (a) BBB- by S&P, if rated by S&P; (b) Baa3 by Moody's, if rated by Moody's; and (c) BBB- by Fitch, if rated by Fitch, respectively; and (ii) has satisfactory and verifiable creditworthiness as determined in GPC's sole discretion.

DC: Direct current.

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

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

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

Delay Damages: Liquidated damages, in amounts that will be stipulated in the Awarded Contract, to be paid by Seller for a failure to: (i) under the PPA: (a) achieve Mechanical Completion by the RMCD or (b) submit the Initial Synchronization Request by the Required Notice Date for Initial Synchronization; or (ii) if under an BTA, achieve Closing by the RCD.

DG: See *Distributed Generation*.

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

DG RFP: This 2024 DG RFP.

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

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

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

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

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

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

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

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

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

Electrical Products: All electrical products produced by or related to the Facility, including spinning reserves, operating reserves, balancing energy, regulation service, ramping capability, reactive power,

voltage control, frequency control, and other ancillary or essential reliability service products, or any benefit GPC otherwise would have realized from or related to the Facility if GPC, rather than 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 Execution Date or at any time during the PPA Term or Facility Design Life, will belong to GPC, at no additional cost to GPC. For the avoidance of doubt, Electrical Products do not include any federal, state, or local tax attribute arising from ownership of the Facility, including any investment tax credit (ITC), production tax credit (PTC), or depreciation deduction, or any grant in lieu of investment tax credit or any similar financial payment or grant with respect to the Facility.

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

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

Environmental Assurance: The environmental information and compliance documentation (e.g., prior, current/ongoing environmental studies, documents, assessments, surveys, corrective action plans, natural resource inventories) that, if requested by GPC, Bidder must submit to GPC, within 60 Days after Bidder is notified its Bid advanced to the RFP Target List and the initial virtual Site visit, to confirm that Bidder, the proposed Site, and the ICF Site, if applicable, comply with the environmental standards required by applicable law and by GPC.

Environmental Attributes: Either: (i) any fuel-related, emissions-related, air quality-related, or other environmental-related aspect, claim, characteristic, benefit, credit, reduction, offset, savings allowance, efficiency, certificate, tag, attribute, demand reduction, or similar product or right (including all of those relating to greenhouse gases and all green certificates, green tags, renewable energy certificates, renewable certificates, RECs, CO2 credits, emissions reduction credits, and all those that otherwise arise or result from the Facility's generation of Energy, and all those that otherwise arise or result from the Facility's existence): (a) howsoever titled and whether known or unknown; (b) whether existing as of the PPA Execution Date or at any time during the PPA Term or Facility Design Life, as applicable; and (c) whether the Environmental Attribute has been certified or verified under any renewable standard; or (ii) any environmental benefit GPC otherwise would have realized from or related to the Facility if GPC, rather than Seller, had constructed, owned, or operated the Facility, so long as the environmental benefit could be realized by Seller.

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

ET: See *Eastern Time*.

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

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

Execution Date: The date on which GPC signs the Awarded Contract, as shown on the signature pages.

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

Facility Design Life: The useful life of a new Facility as of Commercial Operation under the BTA.

Facility Size: The Facility's installed AC capacity at unity power factor, as will be set forth in PPA Exhibit A (*Project Information*) or BTA Exhibit A-1 (*Project Information*).

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

FASB: Financial Accounting Standards Board.

FERC: Federal Energy Regulatory Commission.

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

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

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

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 an entity acceptable to GPC in GPC's sole discretion.

Guaranty: A guaranty provided by Guarantor that is substantially in the form of the Guaranty in BTA Exhibit G-1 (*Form of Guaranty*) or PPA Exhibit F (*Form of Guaranty*).

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

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

GPC Contractor: A Person providing engineering, procurement, or construction services selected by the Company-Owned Proposal Team to assist with a Company-Owned Proposal submitted in this 2024 RFP.

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

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

IA: See *Interconnection Agreement*.

ICF Site: See *Interconnection Facilities Site*.

IE: See *Independent Evaluator*.

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

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

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

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

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

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

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

Interconnection Facilities: The physical facilities installed or modified by GPC on GPC's side of the Change of Ownership location, as will be illustrated in the IA, if applicable, and that, in GPC's reasonable

judgment, are necessary for interconnected operations of the Facility with the Electric System and for the Facility's receipt of Station Service. Interconnection Facilities will be owned by GPC, or, if indicated in the IA, an Affected System, and include facilities for the connection, switching, metering, distribution, and safe operation of the Electric System.

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

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

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

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

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

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

kW: Kilowatt (AC).

kWh: Kilowatt-hour (AC).

Letter of Credit: An irrevocable standby letter of credit that is: (i) substantially in the form of PPA Exhibit E (*Form of Letter of Credit*) or BTA Exhibit G-2 (*Form of Letter of Credit*); (ii) issued by a U.S. commercial bank or a U.S. branch of a foreign bank with total assets of at least ten billion dollars ($10,000,000,000) and having a general long-term senior unsecured debt rating of A minus or higher as rated by S&P, or A3 or higher as rated by Moody's, or A minus or higher as rated by Fitch; and (iii) otherwise acceptable to GPC in GPC's sole discretion.

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

Mechanical Completion: Seller's satisfaction of the mechanical completion criteria and conditions outlined in the PPA or BTA, as applicable.

Mechanical Completion Certificate: A written certification by Seller that the Facility achieved Mechanical Completion, in the form of PPA Exhibit C (*Mechanical Completion Certificate*) or BTA Exhibit W-1 (*Mechanical Completion Criteria*).

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

MW: Megawatt (AC).

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

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

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

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

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

Performance Security: Security in the form of Eligible Collateral to ensure due performance of Seller's Awarded Contract obligations, as may be required under the Awarded Contract.

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

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

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

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

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

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

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

Profile: The Facility's hourly generation (KW 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. The values must be chronological and include the estimated degradation of the Facility's output over each Annual Period or year of Facility Design Life, as applicable.

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

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

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

QF: See *Qualifying Facility*.

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

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

RCB Framework: See *Renewable Cost Benefit Framework*.

RECs: See *Renewable Energy Credits*.

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

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

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

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

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

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

Required Closing Date (RCD): The date by which Closing must occur under an BTA.

Required Mechanical Completion Date (RMCD): The date by which the Facility must achieve Mechanical Completion under the Awarded Contact.

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

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

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

RFP Process: As defined in the RFP Rule.

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

RFP Target: The approximate 250 MW portfolio target sought through this DG RFP.

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

RMCD: See *Required Mechanical Completion Date*.

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

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

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

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

Site Control: Control of the Site by Seller in one of the following forms: (i) Seller owns the Site (evidenced by a 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 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 obtained Site Control for the PPA Term or Facility Design Life, as applicable.

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

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

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

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

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

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

Staff: Commission Staff members involved in this DG RFP.

Station Service: Energy delivered from the Electric System and used to serve the Facility's electrical requirements, including step-up transformer losses and line losses between the Facility and the POI.

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

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

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

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

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

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

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

VI: See *Variable Interest*.

VIE: See *Variable Interest Entity*.

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

Winning Bidder: Each Bidder with an RFP Target List Bid who executes an Awarded Contract with GPC (or other Person identified as Awarded Contract counterparty (i.e., Seller) as permitted under the DG RFP Process). A Winning Bidder will be identified as "Seller" in the PPA.

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

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

Rules of Construction:

In this DG RFP: (i) whenever the term "**include**," "**including**" or "**e.g.**" is used, in connection with a listing of items included within, or as an example of, the prior reference, the listing will be interpreted as illustrative only and not as a limitation on, or as an exclusive listing of, the items included in the prior reference (e.g., "**include**" means "include, but is not limited to"; "**including**" means "including, without limitation"); and (ii) "**or**" means either or both (i.e., "A or B" means "A or B or both A and B").

Unless otherwise specified, reference to: (a) a Party or Person includes any allowed successor or assign; (b) a Governmental Authority includes any authority succeeding to the same function; (c) an agreement or document includes any exhibit, attachment, appendix, or schedule; and (d) an applicable law, agreement, document, policy, procedure, standard, or provision is to the law, agreement, document, policy, procedure, standard, or provision as modified, amended, supplemented, or restated, and then-effective or current.

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

2024 Request for Proposals
for Solar Photovoltaic Distributed Generation

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

On July 21, 2022, the Commission issued the 2022 IRP Final Order concerning the 2022 IRP. The 2022 IRP Final Order amended and approved the Stipulation that included the directive to procure energy from up to 200 MW of DG resources. Further, under the 2019 Final IRP Order, the unfilled procurement target from GPC's 2020 DG RFP and the REDI CS II program (collectively, approximately 93 MW) was added to the 2023 DG RFP procurement target. GPC seeks to meet the DG procurement requirements set forth in the 2022 Final Order by issuing two separate requests or proposals. The 2023 DG RFP sought to procure approximately 193 MW of energy from DG solar photovoltaic resources. This DG RFP seeks to procure approximately 250 MW of energy from DG solar photovoltaic resources, which includes the unfilled procurement target from the 2023 DG RFP (approximately 150 MW).

PART 1. RFP SOLICITATION SCHEDULE AND FRAMEWORK

1.1. RFP Solicitation Schedule.

1.1.1. Solicitation Schedule. The Solicitation Schedule below outlines the activities to be conducted for this DG RFP. After consultation with Staff and the IE, GPC may revise the Solicitation Schedule, as necessary, 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.

Solicitation Schedule (2024 DG RFP)[1]	
Activity	**Date**
Draft RFP Documents Posted on the IE Website	July 23, 2024
Comment Period Begins	July 23, 2024
Bidders Conference (Via Webinar)	August 8, 2024
Comment Period Ends	August 15, 2024 **12:00 PM ET**
Final draft of 2024 DG RFP, including the pro forma PPA and BTA, filed with Commission for Approval and Posted on IE Website	September 12, 2024
Anticipated Commission Approval of Final RFP Documents	October 1, 2024
RFP Released via the IE Website	October 8, 2024
Notice of Intent (NOI) Deadline (only for BTA)	October 14, 2024
Company-Owned Proposals Submission Deadline – COPs must be electronically submitted by 12:00 PM ET	October 15, 2024 **12:00 PM ET**
Bid Period Opens	October 21, 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.

Bid Due Date (Bid Period Closes and Bid Fees Due) – Bids must be electronically submitted by 12:00 PM ET	November 4, 2024 **12:00 PM ET**
Submission Evaluation Period Begins	November 5, 2024
Contracting Period Begins	September 2025

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

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

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

1.2. Independent Evaluator.

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

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

1.3. Standards of Conduct.

1.3.1. Standards of Conduct Regarding Affiliate Bids. GPC Affiliates may submit Bids in response to this DG RFP. Commission Rule 515-3-4-.04(3)(d) incorporates measures to segregate the Evaluation Team and any Affiliate Bid Team. The lists identifying the Evaluation Team and, if applicable, Affiliate Bid Team members are found on the Commission's website under Docket No. 55623 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 DG RFP and any related documents with the Evaluation Team. GPC implemented specific controls to ensure RFP-related information is confined to the appropriate team. There are certain limited instances where GPC and an Affiliate Bidder may share certain services provided by other Southern Company Affiliates, which are unrelated to this DG RFP. Additionally, before receipt of Bids, GPC, Staff, and the IE will implement procedural steps to ensure that any Bids from 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. GPC may develop and submit one or more Company-Owned Proposals in response to this DG RFP for Facilities that would be owned and operated by GPC. GPC must submit any Company-Owned Proposal directly to the IE by the date shown in the Solicitation Schedule. Company-Owned Proposals may include partnership arrangements or agreements between GPC and third parties or contractors that may collaborate to submit a joint proposal.

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

B. GPC Internal Communications. While not required under Commission Rules, GPC voluntarily imposes the Affiliate communications restrictions set out in Commission Rule 515-3-4-.04(3) to restrict communications between the Evaluation Team and the Company-Owned Proposal Team, except as noted regarding Specialized Technical Support Personnel in Section 1.3.2.C (*Company-Owned Proposal Team and Specialized Technical Support Personnel*). No Company-Owned Proposal Team member may share with any Primary Evaluation Team member any Company-Owned Proposal information related to the costs or specific characteristics of any aspect of the Company-Owned Proposal or its proposed Facility, except for communications facilitated by the IE and necessary for evaluation of a Company-Owned Proposal. In addition to requirements of Commission Rule 515-3-4-.04(3)(d) establishing standards of conduct regarding any Evaluation Team member and any Affiliate Bid Team member, no Company-Owned Proposal 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 in connection with the development of any Company-Owned Proposal by the Company-Owned Proposal Team that would unfairly influence the design or evaluation processes for this DG RFP.

C. Company-Owned Proposal Team and Specialized Technical Support Personnel. The Company-Owned Proposal Team will develop any Company-Owned Proposal in a manner that preserves the integrity and fairness of the RFP Process for all Participants. Due to their functional expertise and breadth of job responsibilities, two Specialized Technical Support Personnel in the SCS Treasury Department willbe involved both with development of a Company-Owned Proposal and with certain aspects of this DG RFP. The RFP information provided to Specialized Technical Support Personnel is limited to the scope of their job responsibilities. Specialized Technical Support Personnel serving as members of both the Evaluation Team and the Company-Owned Proposal Team will not be allowed to determine the total economic benefit of Submissions offered for consideration in this DG RFP. GPC voluntarily posted a list of the Company-Owned Proposal Team members on the IE Website, and the Evaluation Team and the Company-Owned Proposal Team lists will separately identify any Specialized Technical Support Personnel who serve on both teams. GPC will not substitute any Specialized Technical Support Personnel without first consulting Staff and the IE.

D. Role of IE in Company-Owned Proposals. Except as described in Section 1.3.2.C (*Company-Owned Proposal Team and Specialized Technical Support Personnel*) for certain Specialized Technical Support Personnel, the Evaluation Team and Company-Owned Proposal Team are only permitted to communicate when necessary to ensure efficient administration of this DG RFP and evaluation of a Company-Owned Proposal. To the extent any communication must occur between members of these teams, and before any communication, the Evaluation Team, or Company-Owned Proposal Team, as applicable, will inform the IE and Staff about the nature and scope of the communication and request that the IE and Staff facilitate the communication. Any change to be made to this DG RFP or

the RFP Process because of any discussion will be reviewed in advance by the IE and Staff and then made known to all Participants in a timely and transparent fashion. This same process will be employed if it becomes necessary for communications with any Bidder other than through the IE Website.

1.4. Development of this DG RFP.

1.4.1. Draft RFP Documents. Consistent with Commission Rule 515-3-4-.04(3) and the 2022 IRP Order, GPC prepared the initial draft of this DG RFP with the consultation and input of Staff, the Working Group, and the IE. The draft RFP Documents will be posted to the IE Website by the date shown in the Solicitation Schedule.

1.4.2. Comment Period. The Solicitation Schedule provides the dates and duration of the Comment Period. Any Bidder or interested Person desiring to submit written comments on any aspect of this DG RFP must do so through the IE Website. If any Bidder or interested Person comments about or offers a substantive change to the RFP Documents, the commenter will be prompted to provide a markup of the applicable section showing the commenter's proposed change, along with the rationale for the suggested change, for GPC's consideration. The Evaluation Team, Staff, and IE will review all comments received. 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 on the date shown in the Solicitation Schedule. The Bidders' Conference allows any Participant or interested Person the opportunity to ask questions concerning this DG RFP Process or the draft RFP Documents to GPC, Staff, and the IE. Any Participant or interested Person must register for the Bidders' Conference on the IE Website. A recording of the Bidders' Conference, the presentation materials, and written responses to all questions submitted during the Bidders' Conference will be posted on the IE Website after the Bidders' Conference concludes.

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

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

1.4.5. Final RFP Documents Filed for Commission Approval. In accordance with the Solicitation Schedule, GPC will file with the Commission proposed final versions of the RFP Documents for Commission approval. After approval by the Commission: (i) all registered users of the IE Website will be notified by email of the approval; (ii) a copy of the Bid Form and a list of required documents will be posted on the Documents page of the IE Website; and (iii) the final, approved version of the RFP Documents will be posted to the Commission's website and the IE Website. Once approved, all concepts and material terms of the RFP and pro forma Awarded Contracts are non-negotiable. Each Submission must conform in all material respects to the provisions of the Commission-approved RFP, and each Bidder must agree to the terms and conditions of the applicable Commission-approved pro forma PPA or BTA, all of which 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 BTA or PPA, and GPC will only consider non-material clarifications or Facility or Site-specific changes.

PART 2. RENEWABLE ENERGY RESOURCES SOUGHT IN THIS RFP

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

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

2.2. Permitted Facility Ownership Structures. Under this DG 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 with GPC would be a PPA where GPC would have exclusive rights to all of the Energy produced by the Facility.

2.2.2. GPC Owned Facilities. GPC will accept Bids where Bidder proposes to transfer to GPC Facility ownership. Any BTA Facility must be located in the state of Georgia. The Awarded Contract that a Winning Bidder would execute with GPC would be a BTA. Any Bidder desiring to submit a Bid for an a BTA, must submit a notice of intent ("**NOI**") via the IE Website by no later than the date stated in the Solicitation Schedule. Bidder may be asked to provide to the IE information regarding its proposed BTA Bid. Additional information regarding BTA Facility Bids, including the NOI form, is available on the IE Website.

2.3. Environmental Attributes. Each Bid must include in the Bid Price all Environmental Attributes associated with the Energy throughout the Term, for PPA Bids, and for the Facility Design Life, for BTA Bids. All benefits and entitlements, in addition to Electrical Products, that flow to the owner or operator of the Facility must be: (i) for PPA Bids, bundled with the Energy and sold as Solar Output to GPC at no additional cost to GPC; or (ii) for BTA Bids, conveyed to GPC at Closing. Environmental Attributes must be the sole and exclusive property of GPC, which GPC will use for the benefit of its customers. Section 2.3.1 (*Inclusion in Environmental Attributes*) provides further detail regarding the meaning of "Environmental Attributes" in all RFP Documents.

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

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

PART 3. KEY PROJECT REQUIREMENTS

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

3.1.1. PPA Term and Facility Design Life. GPC will consider Bids for: (i) PPAs with a PPA Term of 15, 20, 25, 30, or 35 Annual Periods, at Bidder's option; or (ii) BTAs for Build Transfer Facilities with a Facility Design Life of no fewer than 30 years but no more than 35 years, at Bidder's option. Following the Bid Due Date, Bidder will not be allowed to change the PPA Term length or proposed Facility Design Life, as applicable.

3.1.2. RMCD and RCD. Each Bidder must indicate in its Bid the RMCD or RCD, as applicable, which must be on or before 305 Days after Certification. If Seller fails to achieve Mechanical Completion or Closing by the RMCD 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*).

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

3.2. Facility Size and Output.

3.2.1. Facility Size Parameters. GPC will accept Bids for Facilities sized greater than 250 kW but no more than 6 MW. If GPC will only award a PPA or BTA to a Bidder if the Facility is resized, and Bidder refuses to resize the Facility or does not respond to GPC's request within five Business Days from the date of GPC's notice to Bidder, the Bid will be placed on the Release List.

3.2.2. No Partial Output Bids. GPC will not accept a Bid that constitutes partial output from a Facility or partial ownership of the Facility, as applicable. Under a PPA, GPC will purchase 100% of the Facility's output for the PPA Term.

3.3. Location of Facilities.

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

3.3.2. Rooftop Facilities. GPC will accept PPA Bids for a Facility located on a building rooftop or similar structure so long as the requirements of this Section 3.3.2. (*Rooftop Facilities*) are met. GPC will not accept Bids for a Facility located on a building or similar structure that is served by another utility. If the proposed Facility is located on a building or similar structure that receives electric service, then: (i) GPC must be the electric service provider; and (ii) the proposed Facility must interconnect to the Distribution System circuit that serves the building or similar structure on which the Facility will be located. GPC will not accept BTA Bids for a Facility located on a rooftop or similar structure.

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

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

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

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

3.4. Interconnection. Each Facility must interconnect at a POI on the Distribution System. Each Participant is responsible for determining all distribution-related rules, practices, and policies with which the Facility must comply. Each Facility must comply with the Southern Company DER Policy. A PPA Seller will be responsible for any specific operating requirements of the Facility and the proper synchronization of the Facility with the Distribution System. Because a winning Facility will interconnect to the Distribution System, a Participant interested in participating in this DG RFP should not separately request interconnection from GPC (or Southern Company). Therefore, Participant will not need to use the Southern Company OASIS site to request interconnection for this DG RFP.

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

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

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

3.5. Administration and Metering. Each Facility must be separately metered. The IA will require Seller to pay, among other costs for interconnection, an administrative fee of $0.175/kW per month, up to

$250 per month. Seller must also pay a monthly interval metering service charge as provided in the IA, which is currently set at $110 per month.

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

3.7. Minimum Technical Requirements for BTA Bids and Company-Owned Proposals. All BTA Bids and COPs must meet or exceed GPC's minimum technical requirements. GPC will make its minimum technical requirements available to any BTA Bidder through the IE Website after Bidder's execution of a non-disclosure agreement, which Bidder may request from the IE.

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

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

3.9.1. Site Assessment. Each Participant must conduct an environmental site assessment that, at a minimum, considers the environmental factors described in Exhibit I (*Environmental Site Assessment Requirements*). Each Bidder must also submit the affidavit found in Exhibit J (*Environmental Compliance Affidavit*).

3.9.2. Environmental Assurances. Participants should be familiar with environmental guidance documentation applicable to this DG RFP provided on the IE Website. If a Submission advances to the RFP Target List, it will undergo a comprehensive review to ensure Participant complied with all environmental compliance requirements of this DG RFP. No later than 60 Days after a Bid advances to the RFP Target List and the initial virtual Site visit occurs, Bidder must submit to GPC all requested Environmental Assurances documentation. Because the required documentation may vary by Site, GPC will communicate with Bidder and identify additional supporting documentation that is required. Bidder must cooperate with GPC's Environmental Affairs Department, at Bidder's cost, regarding the environmental and cultural resource assessments, surveys, and studies performed for the Site and the ICF Site. If GPC determines Bidder did not timely cooperate or provide sufficient and acceptable supporting documentation, GPC may, after consultation with Staff and the IE, place the Bid on the Release List.

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

PART 4. PRICING, FEES, AND SECURITY

4.1. PPA Bid Pricing.

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

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

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

4.2. BTA Pricing.

BTA Pricing. Each BTA Bidder must include a Bid price that will be an all-in price that GPC will pay for the purchase of the Facility.

4.2.1. Due Diligence. If a BTA Bid advances to the Target List, GPC may proceed with its due diligence assessments as specified in Exhibit L (*Due Diligence Phases Overview (BTA Bids Only)*) to determine its best estimate of the cost to own and operate the Facility.

4.3. Bid Fee.

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

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

4.4. Winner's Fee.

Winner's Fee. Each Winning Bidder must pay the Winner's Fee ($10/kW) to cover the IE cost and a portion of the costs to administer this DG RFP. A Winning Bidder must pay the Winner's Fee at the time the Winning Bidder delivers the partially executed PPA or BTA, as applicable, and IA to GPC.

GPC will not execute the PPA or BTA, as applicable, and IA before the Winning Bidder pays the Winner's Fee in full.

4.5. Performance Security.

4.5.1. PPA Performance Security.

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

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

4.5.2. BTA Performance Security. Each Winning Bidder of a BTA, must, on or before execution of the BTA, post and maintain Performance Security as required by the BTA.

4.5.3. Pre-Approval of Eligible Collateral. By no later than the date Seller returns the partially executed Awarded Contract and IA (if applicable) 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. By no later than three weeks before the Initial Synchronization Request, a PPA Seller must: (a) notify GPC of Seller's election under PPA Exhibit B (*Performance Security*), Section 1.B (*Increased Performance Security*) to either increase its Eligible Collateral value or replace its Eligible Collateral; and (b) if Seller intends to amend or replace Eligible Collateral in the form of a Letter of Credit or Guaranty, provide a draft Letter of Credit or Guaranty.

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

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

4.5.5. Impact of Assignment. If a non-Creditworthy Seller seeks to assign the PPA to a Creditworthy Person, then: (i) the Creditworthy Person will not be required to provide Performance Security; and (ii) GPC will return the non-Creditworthy Seller's Performance Security within five Business Days following the effective date of the assignment. All proposed non-Creditworthy assignees (new Seller) must provide Performance Security as required by PPA Exhibit B (*Performance Security*).

4.5.6. Forms of Eligible Collateral. Eligible Collateral posted to meet the Performance Security requirements may be in the form of cash, a Letter of Credit, or a Seller Guaranty, subject to the terms and conditions in the PPA or BTA. A form of Standby Letter of Credit and a form of Guaranty are included in the pro forma PPA and BTA.

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

4.5.8. 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. The Awarded Contract termination damages will be liquidated damages in the amount shown in the applicable table in Exhibit E (*Summary of Fees, Costs, Security, and Deadlines*)).

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

PART 5. COMMUNICATION

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

5.2. Communication Before Submission Period. Each Participant and interested Person registered on the IE Website may submit questions concerning this DG RFP, the RFP Documents, the Submission, 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 potential Participants and registered users of the IE Website.

5.3. Communication Following Submission Initiation.

5.3.1. Bid Books; Message Board. Participants may initiate their Submission beginning on the date stated in the Solicitation Schedule. Once 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.

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

5.4. Following Execution of the Awarded Contract. A Winning Bidder is prohibited from announcing its status as a Winning Bidder or execution of an Awarded Contract via a press release or any other method of public communication, without GPC's prior, express written consent. The Winning Bidder may send to G2GPCERG@southernco.com press release and public statement requests for GPC's review and approval. A Winning Bidder is responsible for ensuring that its winning Bid status remains confidential and is not announced by any Affiliate, Representative, or contractual party. A Winning Bidder must educate its Affiliates, Representatives, contractual parties, and any other participants in the development of the Facility (e.g., development authorities, county, state, or federal Governmental Authorities) on the potential impact of public statements regarding renewable facilities (e.g., REC claims) and how the public statements may jeopardize the validity of Environmental Attributes that are sold to GPC under the PPA, which could result in a breach of the 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.

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

5.6. Confidentiality and Photographs for Site Compliance

5.6.1. Submission Information. Each Participant must not disclose Submission Information to others, including the ongoing status of its Submissions(s) or the information exchanged and discussed between the Participant and Primary Evaluation Team (which exchanges and discussions must occur under the guidelines of this DG RFP and the Commission Rules), except that Participant may disclose Submission Information to: (i) Staff; or (ii) Participant's Representatives as reasonably necessary for Participant to submit a Submission in this DG RFP, so long as a condition precedent to the permitted disclosure to Bidder's Representative(s): (a) Bidder must direct its Representative(s) not to disclose the Bid Information; and (b) the Representative(s) must be subject to a contractual obligation to maintain confidentiality of Bid Information. If the Representative cannot be made subject to a contractual obligation to maintain confidentiality of the Bid Information, Bidder must obtain GPC's written consent before making the disclosure.

Furthermore, Bidder and its Representatives are prohibited from making any public statement or other claim regarding the Energy or Environmental Attributes to be generated by the Facility, including any statement in any marketing or advertising material, press release, or public statement that the Energy or Environmental Attributes are generated from any sustainable, perpetual, renewable, or other particular type of fuel. Each Bidder will be responsible for any statement, claim, commitment, or disclosure made by itself or its Representative that has the

effect of retiring or claiming the Environmental Attributes from the Facility or otherwise limiting or jeopardizing the Facility's Environmental Attributes that would be conveyed to GPC under the PPA or BTA, as applicable.

5.6.2. Bidder's Submitted Information. GPC will take reasonable precautions and use reasonable efforts to protect any proprietary or confidential information contained in a Bid, so long as Bidder clearly states that the information is confidential on each page on which the claimed confidential information appears. Bidder confidential information may, however, be made available under applicable state or federal law to Governmental Authorities having appropriate jurisdiction over this DG RFP. GPC reserves the right to release information to: (i) the IE and Staff as needed to monitor this DG RFP; (ii) regulated retail Affiliates; (iii) Southern Company Services, Inc.; or (iv) affected entities who have a need to know in order to assist in the evaluation of Bids, so long as the entities agree to observe the same care with respect to non-disclosure as GPC. **Under no circumstance will GPC (including its Affiliates, and the officers, directors, employees, representatives, or agents of any of them) or the IE or Staff be liable for any damages resulting from any disclosure before, during, or after the RFP Process.**

5.6.3. 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 DG 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 DG RFP and related documents.

PART 6. SUBMISSION PROCESS

6.1. Submission Process. Each Submission must be submitted via the Bid Form on the IE Website by no later the deadline stated in the Solicitation Schedule. Following a Participant's timely tender of a complete Submission, GPC will review the Submission and advance Submissions for the RFP Target List or Hold List. After the Evaluation Team's initial evaluation of all Submissions, a subset of Participants identified on the RFP Target List or Hold List will be asked to submit applicable Supplemental Bid Information for further consideration via the Bid Form. For each submission made through the Bid Form, Participant will receive an email acknowledgment of receipt from the IE Website.

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

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

6.2.2. Facility Intertie Transformer Ownership. Bidder must identify whether GPC or Bidder will purchase, install, and own the Facility intertie transformer. Bidder's election is binding on Bidder once made. If GPC owns the transformer, it may not be located inside the Facility's fence. If Bidder opts to own the transformer, it must be wye-grounded/wye-grounded, with no delta tertiary winding, for three-phase interconnection service.

6.3. Supplemental Bid Information. If a Submission advances to the RFP Target List or Hold List, GPC will notify Participant via the IE Website and ask Participant to electronically submit Supplemental Bid Information via the Bid Form on the IE Website, which, if applicable, must include a completed Site

Control Affidavit in the form provided in Exhibit D (*Form of Site Control Affidavit and Landowner Confirmation*). Participant must comply with all instructions and deadlines provided by GPC as further described in Section 7.7 (*Further Evaluation of RFP Target List*). In addition to the information required by the Bid Form, Bidder must submit each of the following documents by the stated deadline in order for the Bid to be considered complete:

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

6.3.2. Environmental Compliance Affidavit. Each Bidder must submit a notarized Environmental Compliance Affidavit, found in Exhibit J (*Environmental Compliance Affidavit*), that affirms Bidder understands all environmental factors related to the Site, and if applicable, the ICF Site. At a minimum, Bidder must agree to: (i) fully consider all environmental requirements of this DG RFP; (ii) avoid, minimize, or, if necessary, permit and mitigate, any Site, ICF Site, or Facility environmental impact; and (iii) comply with all environmental requirements of this DG RFP, as outlined in Exhibit I (*Environmental Site Assessment Requirements*). If a Bid advances to the RFP Target List, Bidder must submit to GPC its Environmental Assurances by no later than 60 Days after a Bid advances to the RFP Target List and the initial virtual Site visit occurs.

6.4. Organizational Chart. Each Bid must include an organizational chart that identifies (by name and state of organization) all related Affiliates or special purpose entities. If Bidder intends to form a new special purpose entity or subsidiary to become the PPA counterparty, GPC requests that Bidder disclose this intent as part of the Bid, and in any case, it must be disclosed by no later than five Business Days after Bidder receives the Interconnection Costs statement. Any Bidder using or planning to use a special purpose entity or subsidiary as the PPA counterparty (i.e., Seller under the PPA), must include a proposed organizational chart clearly showing the relationship to the special purpose entity or subsidiary, as applicable.

6.4.1. Registration in Georgia. The 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.

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

6.4.3. Variable Interest Entity. Depending on Bidder's business structure, accounting and tax rules may require that the PPA be treated as a Variable Interest and that Seller be consolidated as a Variable Interest Entity onto GPC's books. Because GPC is unwilling to be subject to accounting or tax treatment that results from VIE treatment, the PPA will require that: (i) Seller covenant that GPC will not be subject to VIE treatment or deemed the Primary Beneficiary as contemplated by ASC Topic 810, Consolidation, as issued and modified by FASB at any point during the PPA Term; and (ii) if the PPA causes GPC to be deemed the Primary Beneficiary at any point during the PPA Term, unless cured, the treatment will constitute a Seller Event of Default under the PPA, and GPC has a right to terminate the PPA. If Seller is unable to clearly demonstrate that the consolidation event was not due to the direct or indirect action of Seller, Seller will be liable for damages in accordance with the relevant provisions of the PPA. GPC encourages each Bidder to seek independent accounting advice before entering into the PPA to

ensure its individual organizational structure will not result in VIE status. This Section is not applicable to BTA Bids.

6.5. Effect of Submission. Participant's Submission will constitute Participant's acknowledgment and acceptance of all the terms, conditions, and requirements of this DG RFP, including the terms and conditions of the pro forma PPA or BTA, as applicable. Any Submission that does not satisfy the requirements of this DG RFP may be considered a Deficient Submission. GPC, in consultation with the IE and Staff, may choose to reject a Deficient Submission from further consideration. GPC is not required to contact any Participant to obtain any omitted information.

6.6. Multiple Submissions. A Participant may submit multiple Submissions in response to this DG RFP, but each Submission will be treated and evaluated separately. A Bidder submitting multiple Bids cannot aggregate the payments owed for each Bid, as discussed in more detail in Section 4.3 (*Bid Fee*).

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

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

6.9. Submission Validity. Unless withdrawn, each Submission must remain valid until the earlier of: (i) the date the RFP concludes (i.e., GPC files its end of process letter); or (ii) the date GPC files Awarded Contract for Certification by the Commission.

6.10. No Bid Changes after Bid Period Concludes. Once the Bid Period closes, Bidder will not be allowed to make any change to the Bid that would impact GPC's evaluation of the Bid, except as described in Section 6.10.1 (*Bid Deficiencies*), Section 6.10.2 (*Bid or Company-Owned Proposal Errors*), and Section 7.7.1. (*Interconnection Study Fee*).

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

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

6.11. Other Data. Each Participant with a Submission on the RFP Target List for further evaluation must agree to make available all financial and business data associated with Participant, the Facility, or the Awarded Contract that GPC would need to independently make necessary accounting

determinations. The information may include data supporting the economic life, the fair value, tax credits associated with the Facility, or other costs associated with the Facility, including debt specific to the Facility. Financial data contained in Bidder's financial statements (e.g., income statements, balance sheets) also may be required.

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

6.13. Duty to Notify GPC of Issues Impacting Bid. After Participant tenders its Submission or Supplemental Bid Information, 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.

6.14. 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.

6.15. Bid Assignments. Any Bid Assignment must comply in all respects with the provisions of Exhibit G (*Bid Assignment Guidelines*) and be submitted by no later than five Business Days after Bidder receives the Bid's Interconnection Costs statement. Any purported Bid Assignment that does not comply in all respects with the provisions of Exhibit G *(Bid Assignment Guidelines*) will be void.

6.16. Submission Withdrawal. Participant may withdraw its Submission by submitting a withdrawal notice via the "Messages" feature on the IE Website. If Participant withdraws its Submission after the applicable Submission deadline, Participant will not be permitted to reopen the Submission at a later date. For the avoidance of doubt, Bidder will not be entitled to a refund of any fees if Bidder withdraws its Bid.

PART 7. SUBMISSION EVALUATION AND AWARDED CONTRACTS

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

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

7.2.1. Rejection for Failure to Respond or Comply with Deadlines. GPC reserves the right to reject any Deficient Submission at any time if Participant fails to submit required information, make a required payment, or otherwise provide to GPC any required deliverable by the deadline

set forth in this DG RFP (and any date in the Solicitation Schedule as revised, if applicable). A question asked by Participant regarding a deadline does not extend the deadline.

7.2.2. Rejection of Submission for System Upgrades Beyond the Distribution System. In consultation with Staff and the IE, GPC reserves the right to reject any Submission if the Facility would necessitate upgrades or modifications beyond the POI on the Distribution System or would require upgrades to any substation, transmission line, or equipment on an adjacent distribution system of another utility not subject to a joint-use agreement with GPC. GPC may also reject a Submission if: (i) the Facility will be interconnected to a Distribution System that originates from a non- GPC-owned substation; and (ii) the cumulative existing and proposed new generation (including the Facility size) on the Distribution System equals or exceeds 2 MW.

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

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

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

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

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

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

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

considerations discussed in Section 7.4 *(Non-Price and Qualitative Considerations*) to distinguish between the submissions and determine rank order.

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

7.4.1. Project Development Experience. To address Bidder's project development experience, Bidder must summarize Bidder's development experience for the past five years where Bidder or, if Bidder is a special purpose entity created for purposes of bidding into this 2024 DG RFP, Bidder's parent (either immediate parent or other applicable upstream entity), was the primary renewable project developer and the proposed facility was similar in size and located in the United States. The Bid Form will include prompts requiring Bidder to summarize: (i) the total number of renewable projects and the capability (MW) of each facility the Bidder currently owns and operates in the United States; (ii) a description of the experience of the principal members of Bidder's project team; and (iii) information on who will be responsible for design, siting, permitting, financing, construction, and on-going operation and maintenance of the Facility, if known.

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

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

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

7.5. Company-Owned Proposal and BTA Evaluation. The IE, Staff, and GPC will agree on a methodology to compare Company-Owned Proposals and BTA Bids to PPA Bids. Company-Owned Proposal evaluation methodology will include calculating a revenue requirement using GPC's proprietary revenue requirement model that will be finalized before Submissions are received. The Staff and IE approved evaluation methodology will: (i) enable the IE to provide Company-Owned Proposal information to the Primary Evaluation Team in a manner that will not identify the Submission as a Company-Owned Proposal; and (ii) allow the Primary Evaluation Team to evaluate Company-Owned Proposal pricing and Bid pricing on an equivalent basis using the criteria described in Section 7.3 (*Initial Bid Evaluation Criteria*). For BTA Bids, the purchase price will be converted into a revenue requirement using the same proprietary revenue requirement model used for COPs. Staff will oversee the conversions of COPs and BTA Bids. Following the IE's and Staff's approval, the IE will release Bids and Company-Owned Proposals to the Primary Evaluation Team. The Primary Evaluation Team will then proceed with the evaluation and ranking of Bids and Company-Owned Proposals in the

manner described in Section 7.3 (*Initial Bid Evaluation Criteria*) and the development of Bid Lists described in Section 7.6 (*Bid Lists*).

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

7.6.1. RFP Target List. Based on results of the initial evaluation, the highest ranked Economically Competitive Submissions will be chosen for the RFP Target List. GPC will contact each RFP Target List Participant to inform those Participants that their Submissions will be further reviewed and Supplemental Bid Information is required.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

7.7.6. Environmental Screening. All Submissions on the Target List will undergo a comprehensive environmental review to ensure compliance with the requirements of this DG RFP that, at a minimum, will consider the requirements found in Exhibit I (*Environmental Site Assessment Requirements*).

7.8. Staff and IE Oversight/Evaluation. In accordance with Commission Rule 515-3-4-.04(3)(e)(3), Staff and the IE actively and contemporaneously monitor all aspects of GPC's evaluation process for transparency purposes. Staff and the IE will review all Submissions and conduct an independent evaluation of the resource options submitted to GPC in the RFP Process under Commission Rule 515-3-4-.04(3)(e)(3). Staff and the IE are permitted access to all of the documents and information used by GPC in its evaluation. GPC, Staff, and the IE will meet to discuss and finalize the composition

of the RFP Target List identified for further evaluation, as well as those Bids identified for PPA or BTA awards.

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

7.9.1. Seller Execution of Agreements. GPC will send the Awarded Contract and the IA, if applicable, to each winning Bidder for execution. No later than 15 Business Days after the date GPC provides the PPA and IA to Bidder, Seller must: (i) execute and return the PPA (and all completed exhibits) to GPC; (ii) if applicable, execute and return the IA (including all completed exhibits) to GPC; and (iii) pay the Winner's Fee, as discussed in Section 4.4 (*Winner's Fee*). If the executed PPA and IA, together with the Winner's Fee, are not returned to GPC within 15 Business Days after GPC provides the PPA and IA to Seller, GPC reserves the right to reject the Bid and move the Bid to the Release List.

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

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

7.9.4. GPC Discretion in Contracting. GPC reserves the right, without qualification and in consultation with the IE and Staff, to reject any, all, or portions of Bids received for failure to meet any criteria, and further reserves the right, without qualification and at its sole discretion, and in consultation with the IE and Staff, to decline to enter into a contract with any Bidder. **Any Bidder who submits a Bid in response to this 2024 RFP waives the right to claim any recourse against GPC or any of its Affiliates or IE for either rejection of Bidder's Bid(s) or for failure to execute a PPA or BTA for any reason.**

PART 8. CERTIFICATION

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

8.2. Company-Owned Proposal Certification. In accordance with O.C.G.A. § 46-3A-5, and under Commission Rule 515-3-4-.07(2), if a Company-Owned Proposal advances, it will be submitted for Certification together with other winning Submissions, and the IE will testify regarding its evaluation of

the Company-Owned Proposal. The Commission's certificate approving any Company-Owned Proposal will set forth the not-to-exceed cost, which, similar to the certified cost of any PPA or BTA under which GPC acquires a Facility, may not otherwise change, except as allowed by applicable law under O.C.G.A. § 46-3A-7, and only with the Commission's express approval.

EXHIBIT A – INTERCONNECTION COST METHODOLOGY

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

This Exhibit A (*Interconnection Cost Methodology*) outlines how the costs of Distribution System upgrades and other Interconnection Costs will be allocated under the 2024 DG RFP. The examples listed below in Part 1 (*On-Site Interconnection Costs*) are not intended to be exhaustive and may exclude Site-specific costs like easements, permits, and Witness Testing fees that are required in addition to the non-binding costs provided. **All costs stated in this Exhibit A (*Interconnection Cost Methodology*) are estimates used only to illustrate, for Bidder's general understanding, the methodology used by GPC to allocate Interconnection Costs.**

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

PART 1. ON-SITE INTERCONNECTION COSTS

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

Bidder-Owned Transformer Examples

1.1.1. **On-Site Interconnection Cost Example 1 – Overhead (Roadway Crossing Not Required).** Estimate for On-Site Interconnection Costs **not requiring** roadway crossing is $124,500[2] capital (no TVM[3] or O&M Costs) consisting of the following components:

A. Installation of 150 Feet of Pole Line: $5,500

B. Overhead Primary Meter: $31,000

C. Overhead Three Phase Electronic Recloser: $88,000

1.1.2. **On-Site Interconnection Cost Example 2 – Overhead (Roadway Crossing Required).** Estimate for On-Site Interconnection Costs **requiring** roadway crossing is $130,000 capital (no TVM or O&M Costs) consisting of the following components:

A. Installation of 300 Feet of Pole Line: $11,000

B. Overhead Primary Meter: $31,000

C. Overhead Three Phase Electronic Recloser: $88,000

1.1.3 **On-Site Interconnection Cost Example 3 – Underground.** Estimate for On-Site Interconnection Costs **with all underground distribution facilities** is $409,200 capital (no TVM or O&M Costs) consisting of the following components:

A.	Underground Switching Cubicle:	$207,000
B.	Three phase pad-mounted electronic recloser:	$146,000
C.	Three phase underground primary metering:	$46,000
D.	Trench 150 Feet of Three Phase Underground Primary:	$10,200

Note: See Distribution Cost Matrix "Underground" section.

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

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

GPC-Provided Transformer Example

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

A. For a 1.5 MW Site, add $121,000 capital.

B. For a 3 MW Site, add $242,000 capital.

C. For a 6 MW Site, add $484,000 capital.

PART 2. OFF-SITE INTERCONNECTION COSTS

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

EXHIBIT B – ADDITIONAL BID INFORMATION

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

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

PART 1. BIDDER INFORMATION

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

PART 2. NON-PRICE AND QUALITATIVE CONSIDERATIONS

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

PART 3. SUPPLEMENTAL BID INFORMATION

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

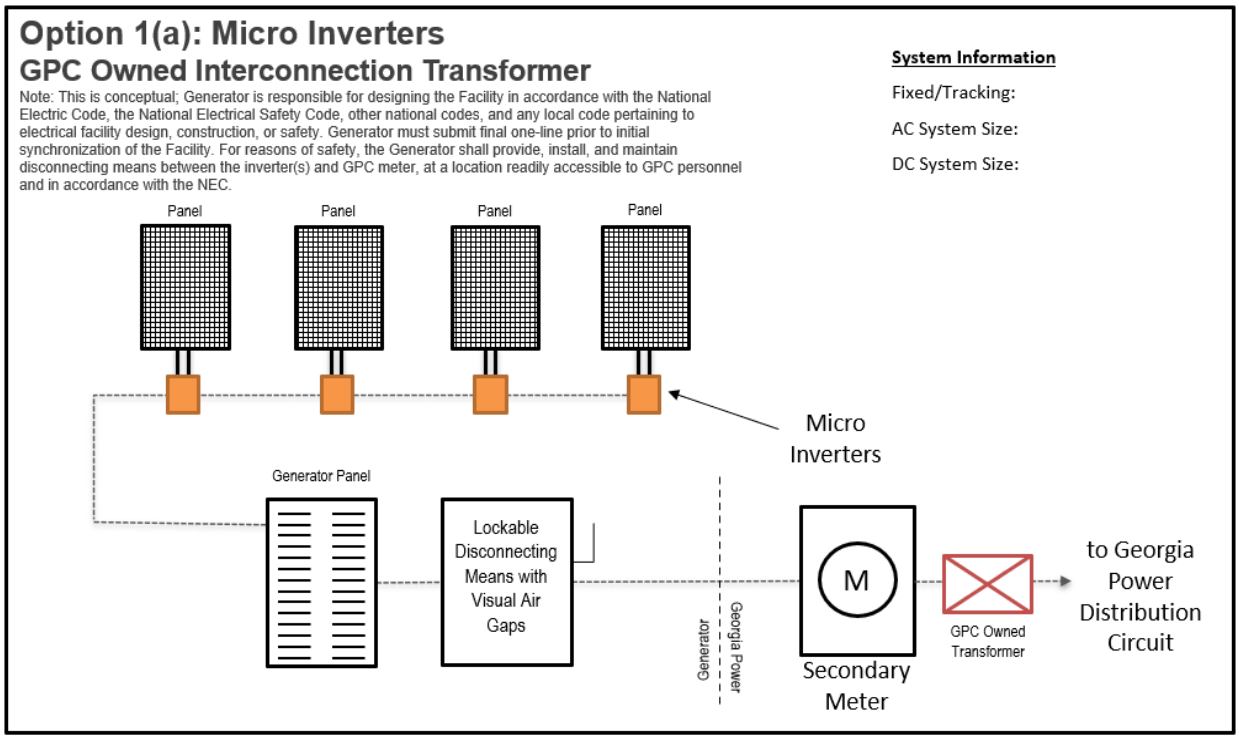
1. For a new Facility, the construction schedule listing all major construction activities, from the time the PPA is executed through the achievement of COA of the Facility.
2. Counterparty information:
   a. Legal Name of Seller and ultimate parent entity, if applicable
   b. Form of legal entity
 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

EXHIBIT C – SAMPLE FACILITY ONE-LINE DIAGRAMS

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

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

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



Option 1(b): Micro Inverters

Generator Owned Interconnection Transformer

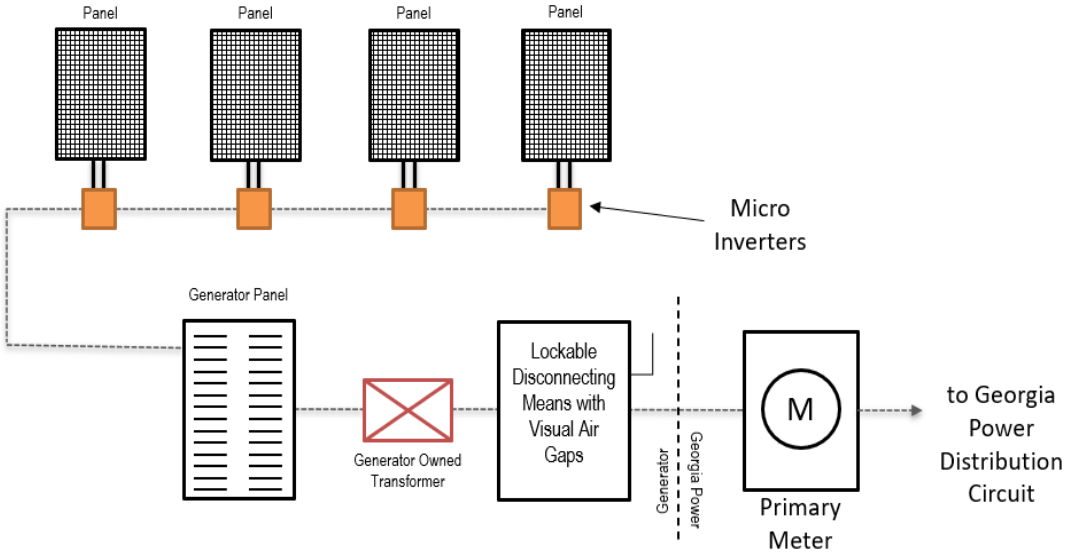
Note: This is conceptual; Generator is responsible for designing the Facility in accordance with the National Electric Code, the National Electrical Safety Code, other national codes, and any local code pertaining to electrical facility design, construction, or safety. Generator must submit final one-line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

System Information

Fixed/Tracking:

AC System Size:

DC System Size:



Option 2(a): String Inverters

GPC Owned Interconnection Transformer

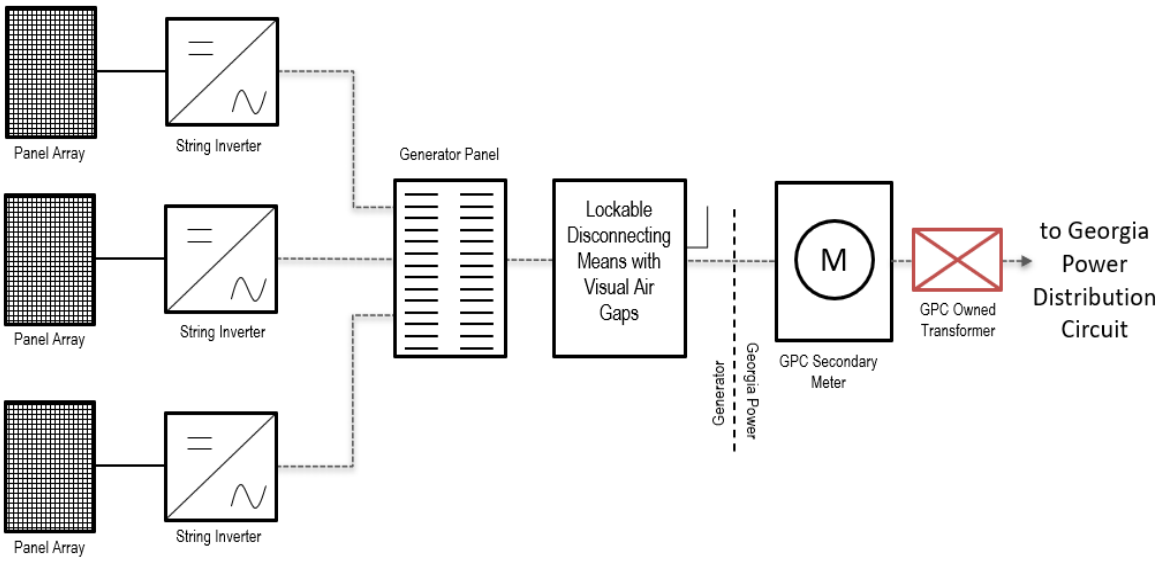
Note: This is conceptual; Generator is responsible for designing the Facility in accordance with the National Electric Code, the National Electrical Safety Code, other national codes, and any local code pertaining to electrical facility design, construction, or safety. Generator must submit final one-line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

System Information

Fixed/Tracking:

AC System Size:

DC System Size:



Option 2(b): String Inverters

Generator Owned Interconnection Transformer

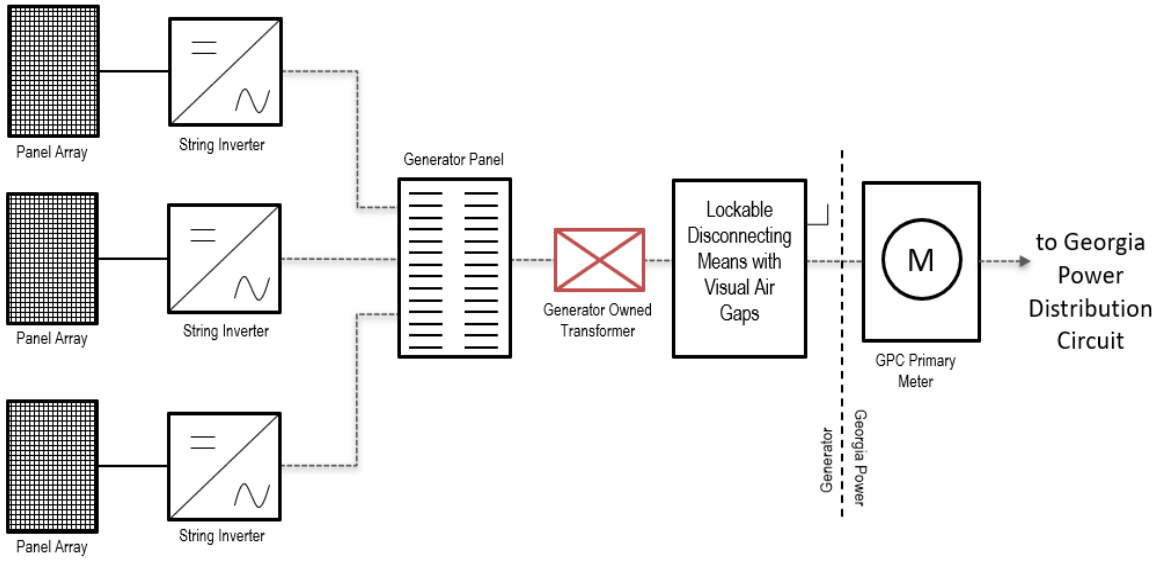
Note: This is conceptual; Generator is responsible for designing the Facility in accordance with the National Electric Code, the National Electrical Safety Code, other national codes, and any local code pertaining to electrical facility design, construction, or safety. Generator must submit final one-line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

System Information

Fixed/Tracking:

AC System Size:

DC System Size:



Option 3(a): Central Inverter(s)

GPC Owned Interconnection Transformer

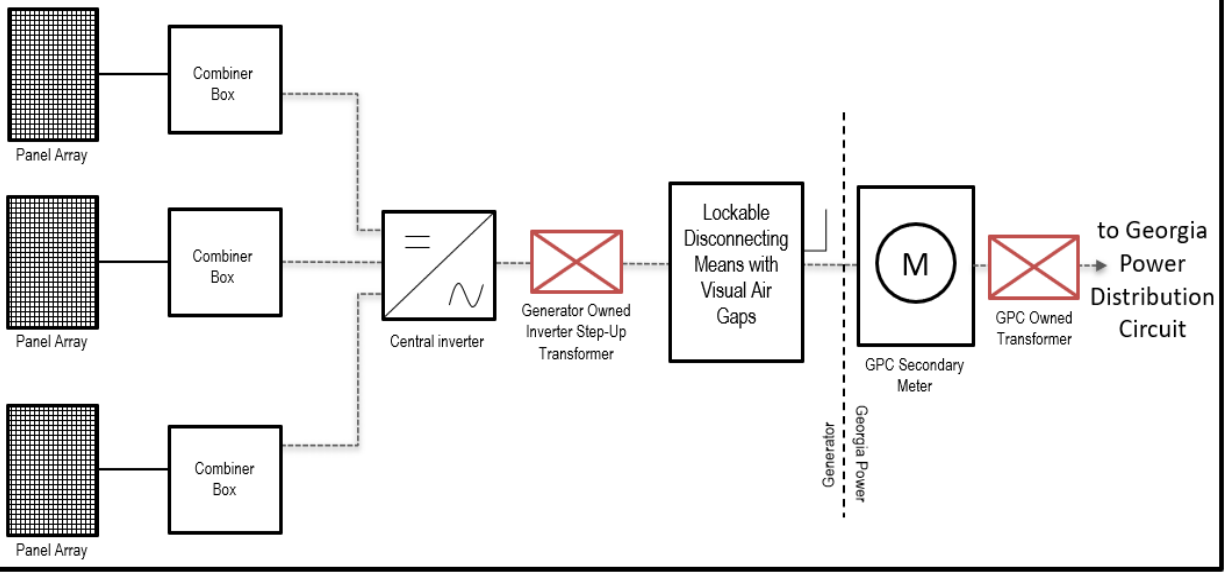
Note: This is conceptual; Generator is responsible for designing the Facility in accordance with the National Electric Code, the National Electrical Safety Code, other national codes, and any local code pertaining to electrical facility design, construction, or safety. Generator must submit final one-line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

System Information

Fixed/Tracking:

AC System Size:

DC System Size:



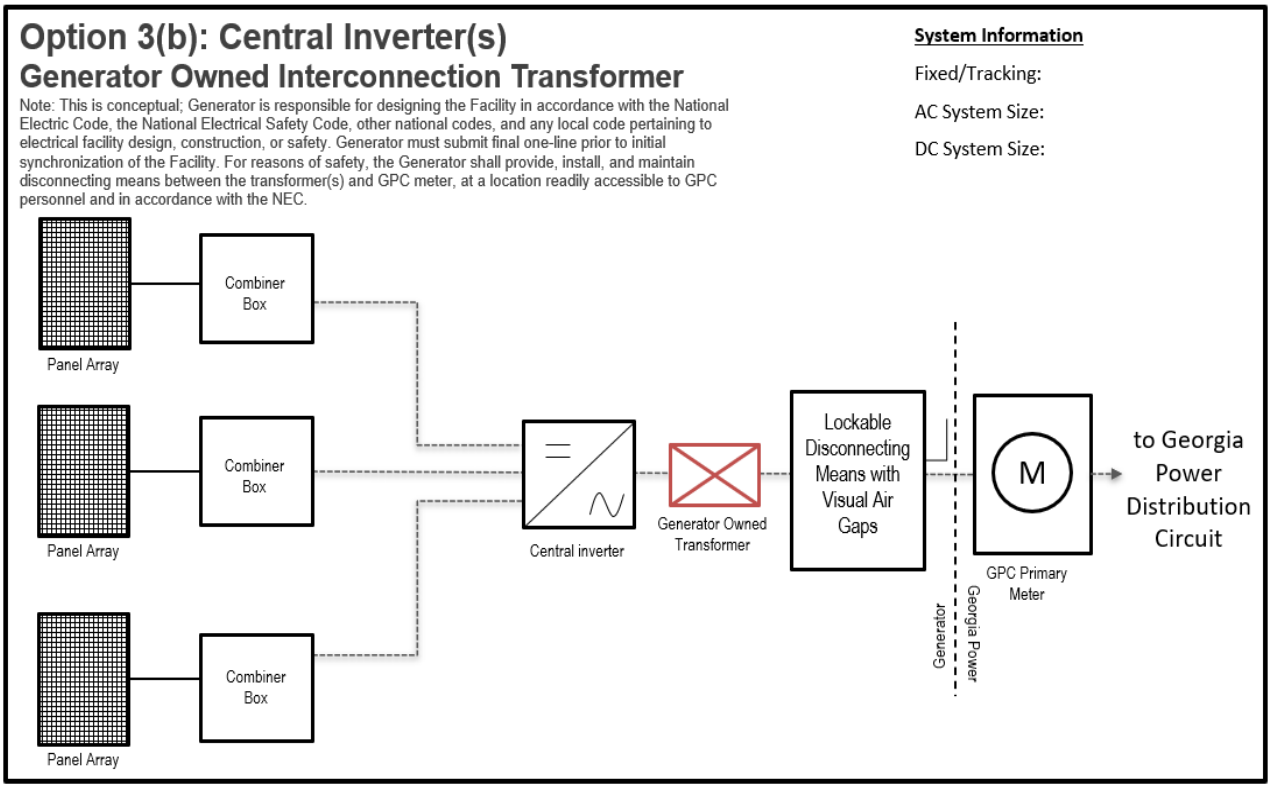

Option 3(b): Central Inverter(s)
Generator Owned Interconnection Transformer
Note: This is conceptual; Generator is responsible for designing the Facility in accordance with the National Electric Code, the National Electrical Safety Code, other national codes, and any local code pertaining to electrical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

EXHIBIT D – FORM OF SITE CONTROL AFFIDAVIT AND LANDOWNER CONFIRMATION

[Insert Bidder's Letterhead]

[Insert Date]

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

Subject: Georgia Power Company's 2024 DG RFP – Site Control

Bid No. [XXX-XX]

Ladies and Gentlemen:

In accordance with the provisions of the Georgia Power Company ("**GPC**") 2024 Distributed Generation Request for Proposals ("**2024 DG RFP**"), [Insert Bidder's full legal name], a [Insert Bidder's form of entity and state of organization or leave blank if residential customer] ("**Bidder**") submits this Site Control Affidavit ("**Affidavit**") in support of Bid [XXX-XX] on its own behalf and on behalf of the counterparty ("**Seller**") that will execute the 2024 DG Solar Power Purchase Agreement ("**PPA**"). For Bidder to be eligible for participation, Bidder or Seller, as applicable, must, among other things, possess Site Control, as the term is defined below. Capitalized words used without definition here have the meaning shown in the 2024 DG RFP.

Bidder hereby represents, warrants, and covenants the following:

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

   ☐ Site includes ICF Site.

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

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

   ☐ (a) Owns the Site (evidenced by a deed recorded in the county property records).

   ☐ (b) Leases the Site (under a current binding written agreement between Seller and the owner or lessor of the Site).

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

   ☐ (d) Holds an option to lease the Site (under a current binding written option agreement with the owner or lessor of the Site).

   ☐ (e) Holds a current binding easement or license from the owner or lessor of the Site that grants Bidder or Seller express rights to construct, install, operate, maintain and repair the Facility at the Site.

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

3. The above-selected Site Control is free and clear of any lien, right, contract, or other encumbrance that would prevent, limit, or otherwise impede or impair the construction, installation, or commissioning of the Facility/Interconnection Facilities, as applicable, or the operation, maintenance or repair of the Facility during the #PPA Term***OR***#Facility Design Life.
4. To the extent not otherwise addressed in Paragraph 2 above, Bidder or Seller is or will be the holder of each and every right-of-way grant, easement or similar instrument(s) necessary for access to the Site, or otherwise to enable the construction, installation, and commissioning of the Facility/Interconnection Facilities, as applicable, and the operation, maintenance and repair of the Facility during the #PPA Term***OR***#Facility Design Life.
5. The Site is adequate for the Facility and lawfully zoned for the Facility**[Note to Bidders:** the following option applies to PPA Bids only]#, or if not already appropriately zoned, Bidder or Seller agrees to obtain appropriate zoning, and any and all other governmental approvals required for use of the Site, before Seller's execution of the PPA.
6. Bidder will promptly notify GPC in writing of any change in the status of Site Control.
7. Upon request, Bidder will provide to GPC a copy of all documents necessary to demonstrate satisfactory legal evidence of Site Control, including the lease, deed, option, or easement, as applicable, comprising the Site Control noted above.
8. Bidder provides below any information currently known regarding land preparation and regarding any environmental, permitting, legal, regulatory, or other matter that might affect Bidder's ability to provide to GPC all necessary property rights.

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

#BidderLegalName#

By:_____

Name: _____

Title (if applicable): _____

Date: _____

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

_____

Official Signature of the Notary

State of _____County of _____

Official Seal of the Notary

Landowner Confirmation

If Bidder or 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.

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

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

#LandownerLegalName#

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

By:_____

Name
Printed: _____

Title: _____

Date: _____

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

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

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

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

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

EXHIBIT F – PPA PROJECT MILESTONES AND REQUIREMENTS FOR OBTAINING COA

PART 1. PROJECT MILESTONES

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

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

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

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

1.3. **Witness Testing.** The Facility must successfully pass Witness Testing after Initial Synchronization. GPC and Seller will jointly select the date and time of Witness Testing, except that GPC may: (1) schedule Witness Testing in the order of requests received and subject to availability of its resources; (2) require at least 10 Business Days' prior notice to schedule Witness Testing; and (3) not schedule an initial Witness Test in the month of December. If Seller requires rescheduling of a previously agreed upon Witness Test date, Seller must notify GPC no later than 48 hours before the originally scheduled Witness Test. Otherwise, Seller will be required to pay a secondary Witness Test fee. Additional details and specific requirements about Witness Testing can be found in the GPC Distribution Test Policy. GPC will grant Commercial Operation Authorization to Seller within seven Business Days after the successful completion of Witness Testing, so long as all other contractual obligations have been met. Seller's failure to successfully complete Witness Testing within 120 Days after the date of Initial Synchronization will be considered a Seller Event of

Default under the PPA and give rise to GPC's right to terminate the PPA and the IA.

PART 2. PROCESS TO ACHIEVE COMMERCIAL OPERATION AUTHORIZATION

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

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

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

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

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

EXHIBIT G – BID ASSIGNMENT GUIDELINES

PART 1. BID ASSIGNMENT

1.1 Overview.

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

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

1.1.3 These guidelines are limited to Bid assignments during the 2024 DG RFP Bid solicitation phase (each attempted or completed assignment, a "**Bid Assignment**"). For assignments, transfers, or other changes after execution of the PPA and IA, the contracting party must comply with requirements in those agreements. For purposes of this Exhibit G (*Bid Assignment Guidelines*) a Change of Control of a Bidder will be deemed an assignment, subject to the provisions of this Exhibit G (*Bid Assignment Guidelines*). For purposes of this Exhibit G (*Bid Assignment Guidelines*), a "**Change of Control**" is any transaction or series of related transactions which, if consummated, would result in Bidder being an Affiliate of another ultimate parent entity immediately after the transaction or series of transactions. For purposes of this definition, the ultimate parent entity is the Person who directly or indirectly controls 50% or more of Bidder's outstanding capital stock or other equity interests having ordinary voting power and who does not itself have an ultimate parent entity.

1.2 Notice and Consent Requirements.

1.2.1 Notice Requirements.

(i) Assignment Before PPA Award. If Bidder intends to assign its Bid, Bidder must provide GPC with prior written notice through the IE Website in the form of the Consent Request of: (i) Bidder's intent to assign the Bid; (ii) the name of the proposed Bid Assignee; (iii) the information required under Section 1.3 (*Required Information*) regarding the Bid Assignee; and (iv) Bidder's request for GPC to consent to the Bid Assignment. The Consent Request and all required information must be submitted to GPC through the IE Website at least 15 Days before the proposed effective date of the Bid Assignment and by no later than five business days after Bidder's receipt of the Bid's Interconnection Costs statement.

(ii) Failure to Comply with Notice Requirements. If a Bidder does not comply with the notice and consent requirements of this Exhibit G (*Bid Assignment Guidelines*), GPC may place the Bid on the Release List for that reason alone. A consent granted by GPC for a Bid Assignment does not mean that the Bid will be selected as a Winning Bid or advanced to the RFP Target List.

1.2.2 Consent by GPC. Bidder must not assign any Bid without GPC's prior written consent. Any attempted Bid Assignment without GPC's prior written consent will be void and the original Bidder will remain responsible for all of its obligations relating to the Bid. GPC's consent to a proposed Bid Assignment will not create any obligation for GPC to the original Bidder or Bid Assignee beyond GPC's evaluation of the Bid according to the 2024 DG RFP. GPC reserves the right to reject a Bid Assignment in its sole but reasonable discretion, including

if notice is late, incomplete, or GPC determines the Bid Assignment would be contrary to the 2024 DG RFP or the Commission's orders relating to the 2024 DG RFP. If GPC rejects a Bidder's proposed Bid Assignment, GPC will provide Bidder with notice through the IE, but the notice will not include a detailed explanation of GPC's rejection of the Bid Assignment. GPC's consent to any Bid assignment request is subject to, among other things, Bid Assignee's acknowledgement of and agreement to the terms of the 2024 RFP, including the waiver in RFP Section 7.2 (*Initial Review of Submissions*).

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

1.3.1 Bid Assignee Information. Bidder must include with its Consent Request all applicable information pertaining to the proposed Bid Assignee that was required of Bidder under the RFP, including, RFP Part 6 (*Submission Process*), RFP Section 7.4 (*Non-Price and Qualitative Considerations*), and RFP Exhibit B (*Additional Bid Information*), including all required affidavits and certifications (in proposed Bid Assignee's name) and any modifications regarding the information submitted by the original Bidder with its Bid. Bidder must also identify whether the proposed Bid Assignee is an Affiliate of Bidder or an unrelated third party.

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

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

(ii) The Bid Assignee meets the Bidder requirements of the 2024 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 2024 DG RFP, including the waiver in its Section 7.2 (*Initial Review of Submissions*) and to assume all obligations of the Bidder under the Bid.

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

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

EXHIBIT G – ATTACHMENT 1 – GPC BID ASSIGNMENT CONSENT FORM

Request for Georgia Power Company's Consent to Bid Assignment
(Submitted via the IE Website)
Georgia Power Company's 2024 DG RFP

Today's Date	
Proposed Effective Date of Proposed Bid Assignment *(must be at least 15 Days after Today's Date and by no later than five Business Days after Bidder's receipt of the Bid's Interconnection Costs statement)*	
Bidder Name	
Bid Number	
Facility Name	

The undersigned Bidder ("**Bidder**") is undertaking a proposed Bid Assignment to the proposed assignee named and signing below ("**Bid Assignee**"), in accordance with RFP Section 6.15 (*Bid Assignments*) and RFP Exhibit G (*Bid Assignment Guidelines*). Bidder and Bid Assignee each acknowledge that the consent of Georgia Power Company ("**GPC**"), if given and evidenced by the signature of an authorized GPC representative below, will not become effective until the effective date of the Bid Assignment reflected in GPC's signature block ("**Bid Assignment Effective Date**") and is contingent upon Bidder and Bid Assignee's full compliance with RFP Section 6.15 (*Bid Assignments*) and RFP Exhibit G (*Bid Assignment Guidelines*). GPC's consent to a Bid Assignment will not create any obligation for GPC to the original Bidder or Bid Assignee beyond GPC's evaluation of the Bid according to the 2024 DG RFP. Bidder and Bid Assignee, as applicable, each make the following representations as required by RFP Section 6.15 (*Bid Assignments*) and RFP Exhibit G (*Bid Assignment Guidelines*) and provides notice to, and requests the consent of, GPC regarding the Bid Assignment:

1. **Bid Assignee Information.**

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

2. **Confirmation of Assignee Information.**

   Bidder and Bid Assignee each represent and confirm the following:

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

(ii) The Bid Assignee meets the Bidder requirements of the 2024 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 2024 RFP, including the waiver in Section 7.2 (*Initial Review of Submissions*) of the 2024 RFP and to assume all obligations of Bidder under the Bid.

3. Fees.

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

4. Miscellaneous.

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

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

Bidder Signature:

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

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

Bid Assignee Signature:

The undersigned proposed Bid Assignee: (i) acknowledges Bidder's Request for GPC's consent to this Bid Assignment; (ii) represents that it has a complete copy of, and has reviewed, the Bid; (iii) makes all representations, warranties, and covenants required for this Bid Assignment per all applicable terms and conditions; (iv) warrants that all representations and warranties made by Bidder in the Bid are true and correct as to the Bid Assignee as of Today's Date noted above and covenants that they will also be true and correct as of the Bid Assignment Effective Date of the Bid Assignment; (v) acknowledges and agrees to the terms of the 2024 DG RFP, including the waiver in Section 7.2 (*Initial Review of Submissions*) of the 2024 DG RFP; and (vi) agrees to assume all of Bidder's obligations (as applicable) under the Bid, including those associated with the referenced Bid Number upon the Bid Assignment Effective Date of the Bid Assignment.

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

GPC Signature:

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

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

EXHIBIT H – DIVERSITY, EQUITY, AND INCLUSION AFFIDAVIT

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

RE: 2024 DG RFP – Diversity, Equity, and Inclusion
Facility Address:
Generation Facility Type:
Contact person for the Site/Facility:

Ladies and Gentlemen:

On or before #Month #Day, #Year and in accordance with the provisions of 2024 DG RFP, #BidderLegalName# a *OR* an #OrgState# #limited liability company# *OR* #OtherOrgStructure# ("**Bidder**"), is submitting one or more Bids for consideration to fulfill a portion of the 2024 DG RFP, which may result in Bidder being awarded a Power Purchase Agreement for 2024 Distributed Generation Solar ("**PPA**") with Georgia Power Company ("**GPC**"). Capitalized terms used but not defined in this Affidavit have the meanings set forth in the 2024 DG RFP.

GPC is committed to supporting diversity, equity, and inclusion within GPC as well as externally. To further this initiative, GPC is expanding its diversity, equity, and inclusion expectations to its counterparties, consultants, and supply chain vendors. By nurturing relationships with diverse suppliers and contractors, both big and small, including female-, minority-, and veteran-owned businesses, GPC broadens its access to products and services, while demonstrating the Company's commitment to economic inclusion across the state of Georgia. Accordingly, GPC will consider a Bidder's diversity, equity, and inclusion commitments and demonstrated progress as a non-price factor in GPC's 2024 DG RFP. GPC requires that each Bidder self-certify and check all applicable qualifications in Section 1 and affirm the covenants in Section 2.

Section 1: Self-Certification

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

   □ Yes □ No

2. Please check all that apply:

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

Section 2: Bidder covenants that Bidder will:

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

Bidder does solemnly swear or affirm under penalty of perjury, that the information Bidder has provided in this Affidavit is based on Bidder's own personal knowledge and is true, complete, and correct. Bidder further certifies that he/she personally examined and is familiar with all the foregoing information, including any attachments and appendices, and further certifies that information to be true, correct, and complete.

Company: _____

By: _____

Title: _____

Date: _____

State of _____

County of _____

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

Official Signature of the Notary Official Seal of the Notary

_____

My Commission Expires:

EXHIBIT I – ENVIRONMENTAL SITE ASSESSMENT REQUIREMENTS

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 have no environmental concerns, or if concerns are identified, property where concerns can be avoided through alternate site layouts. Where environmental impacts are possible, it is necessary to fully address impacts through avoidance, minimization, regulatory permitting, compliance, and mitigation.

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

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

Bidder must provide with each Bid a notarized Environmental Compliance Affidavit found in Exhibit J (*Environmental Compliance Affidavit*).

2. Environmental Assurances Required for Target List Bids

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 theTerm or until completion of Seller's obligations under a BTA, as applicable. Bidder must take efforts to avoid environmental impacts, but where impacts are unavoidable, Bidder must attempt to minimize and mitigate environmental impacts accordingly. Therefore, Bidder is required at a minimum to address factors 1-10 above with its Bid to allow GPC to independently assess what potential environmental impacts may result from construction and operation of the Facility. Environmental Assurances must be submitted if the Bid advances to the Target List. Failure to address the items below will result in an incomplete Bid and possibility of rejection.

If a Bid advances to the Target List, Bidder must submit to GPC the Environmental Assurances outlined below by no later than 60 days after the Bid advances to the Target List and the initial virtual Site visit occurs.

Bidder must provide a preliminary site plan that includes all environmentally sensitive areas overlayed with the location of panel arrays and other land disturbance actions.

A. **Waters of the United States**

1. If required by applicable law, Bidder must provide documentation demonstrating: (i) the final Site design will accommodate the final U.S. Army Corps of Engineers (USACE) wetland delineation determination; (ii) protective buffers; and (iii) any mitigation action needed to satisfy Section 404 permitting authority, including:

(a) A completed Waters of the U.S. (WOTUS) survey and findings report. The WOTUS survey must be dated within five years of the date of Bidder's Environmental Assurances submittal. The WOTUS evaluation must be consistent with current regulations in place at the time of Target List notification.

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

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

(d) Any Governmental Authority coordination associated with WOTUS, including jurisdictional verifications, permitting, or mitigation efforts. Bidder must submit the final signed jurisdictional verification from USACE within five Business Days after Bidder's receipt of the Interconnection Costs statement.

(e) Bidder must provide to GPC a copy of any final permit issued by USACE for the project upon Bidder's receipt.

B. **State Waters and Protected Buffers**

1. If the project site contains state waters that require protective buffers, those buffers should be shown on the preliminary Site plan/figure.

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

C. **Cultural Resources**

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

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

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

   Other online resources include:

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

2. A completed cultural resource study is recommended.

(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.

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

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

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

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

2. If applicable, a preliminary Site plan/figure showing the location of species findings and Sensitive Environmental Features in relation to proposed panel arrays or areas of land disturbance.

3. If Sensitive Environmental Features or Species of Special Concern are present, 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. Even though all associated Species of Special Concern might not be legally protected, GPC is engaged with agency and private partners in landscape-scale conservation strategies designed to help preclude the need for additional listings under the federal Endangered Species Act, so Bidder's demonstrated consideration of these species is important to GPC.

4. Documentation of Bidder's engagement with U.S. Fish and Wildlife Service (USFWS) requesting consultation on Site surveys and Site design.

5. If avoidance of Species of Special Concern and Sensitive Environmental Features is not possible and relocation or "take" is necessary, documentation of appropriate agency concurrence of the actions is required

6. All permits and relevant correspondence from USFWS and the Georgia DNR, or applicable equivalent Governmental Authority, that outline any opinions, recommendations, and subsequent desired actions, as well as documentation of compliance with agency input.

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

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

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

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

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

H. **BTA Submission Requirements.** A BTA Bidder must submit to GPC the following items before BTA execution. If any of the items below are unavailable, then Bidder must provide an explanation of why those items are unavailable.

1. Initial Site Planning and Due Diligence Reports and Documentation

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

2. Construction Documentation

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

3. Post-Construction Documentation

    - GA EPD Notice of Termination (NOT) Permits

4. Other

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

I. References & Tools

1. GPC has created an “Environmental Guidance Document” that includes environmental considerations and resources that are designed to help Bidder meet the environmental requirements of this 2024 DG RFP. This document is located as a supplemental document on the IE Website.

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

EXHIBIT J – ENVIRONMENTAL COMPLIANCE AFFIDAVIT

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

RE: 2024 DG RFP – Environmental Compliance

Facility Address:

Generation Facility Type:

Contact person for the Site/Facility:

Ladies and Gentlemen:

On or before #Month #Day, #Year, and in accordance with the provisions of the 2024 DG RFP, #BidderLegalName#, a #OrgState# #limited liability company# ***OR*** #OtherOrgStructure# ("**Bidder**"), is submitting one or more Bids for consideration to fulfill a portion of 2024 DG RFP ("**RFP**") on behalf of the party to execute an Awarded Contract with GPC ("**Seller**"). Capitalized terms undefined in this Affidavit have the meaning assigned in the RFP.

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

Bidder hereby represents, warrants, and covenants the following:

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

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

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

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

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

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

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

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

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

10. If this Bid advances to the Target List, Bidder agrees to provide GPC Environmental Assurances by no later than 60 days after the Bid Advances to the Target List and the initial virtual Site visit occurs.

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

Signature and Notarization on Next 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 the case may be, must provide to GPC promptly. Bidder further certifies that Bidder personally examined and is familiar with all the foregoing information, including any attachments and appendices, and further certifies that information to be true, correct, and complete.

#BidderLegalName#

By: _____

Name Printed: _____

Title: _____

Date: _____

State of _____

County of _____

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

_____
Official Signature of Notary

State of _____ **County of** _____

Official Seal of Notary

***My Commission Expires*:**

EXHIBIT K – OVERVIEW OF SUBMISSION EVALUATION

PART 1 OVERVIEW

Each Bid submitted into this DG RFP will be evaluated and ranked based on the levelized total Net Benefit to GPC's customers on a cents per kW-hour (¢/kWh) basis. The total Net Benefit of a Bid is calculated by subtracting the costs customers will pay, if a Bid advances, from the projected costs customers would otherwise incur if the Bid were not advanced. GPC will consider as part of its Best Cost Analysis various evaluation components, including: (i) the PPA Contract Energy Price or the BTA purchase price, whichever applicable; (ii) the Projected Avoided Costs in accordance with the RCB Framework; and (iii) any distribution costs. The following sections describe in further detail the Best Cost Analysis evaluation components.

PART 2 CONTRACT ENERGY PRICE (PPA BIDS)

For PPAs, the primary component of costs to be included in GPC's Best Cost Analysis would be the Contract Energy Price GPC pays to the Seller for the Energy. GPC's evaluation assumes 100% of the Facility's Profile is delivered.

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

PART 3 TOTAL PRICE (BTA BIDS AND COPS)

For BTAs and COPs, the primary component of the costs to be included in GPC's Best Cost Analysis is: (i) for BTA Bids, the all-in purchase price GPC would pay to Seller for the Facility; and (ii) for COPs, the total cost GPC would pay to complete the Facility, including costs identified in RFP Rule 515-3-4.04(3)(e)(1)(iii). GPC will perform due diligence on any BTA Bid to ensure reasonableness of the Bid. Additionally, GPC will consider costs for ongoing operation and maintenance of the Facility, including costs identified in RFP Rule 515-3-4.04(3)(e)(1)(iii) in its Best Cost Analysis.

As further described in RFP Section 7.5 (*Company-Owned Proposal and BTA Evaluation*), a revenue requirement will be calculated for each BTA Bid and COP using GPC's proprietary revenue requirement model. The Submission's revenue requirement will then be converted to a price stated in cents per kilowatt-hour (¢/kWh). Staff will oversee the conversion of BTA Bid and COP pricing.

PART 4 PROJECTED AVOIDED COSTS

4.1 Projected Avoided Costs represent the costs GPC would incur to provide the same service as would be provided by the Bid. As provided and defined in the RCB Framework (discussed more fully in Docket No. 44160), components of this cost include: (i) Deferred Generation Capacity Costs; (ii) Avoided Energy Costs; (iii) Integration Costs; (iv) Renewable Energy Credits; (v) Deferred Transmission Investment; and (vi) Avoided Transmission Losses. Because Projected Avoided Costs are calculated on an hourly basis, the total evaluated Projected Avoided Cost benefit will vary depending on the Facility's Profile.

A. Generation Costs – Determining the Deferred Generation Capacity Costs

The deferred generation capacity cost is a measure of the costs associated with a Facility for generation capacity.

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

2. Projected Avoided Generation Capacity Cost for Each Annual Period ($). The projected avoided generation capacity cost for an Annual Period, in dollars, is determined by multiplying the equivalent capacity of the Facility as determined in Section 1 (*Equivalent Capacity of the Facility*) in kW times the annual avoided capacity rate in dollars per kilowatt-

year ($/kW-yr.). The avoided capacity rate is zero until GPC's year of capacity need. The avoided capacity rate is then set to the economic carrying cost of a combustion turbine.

3. Projected Avoided Generation Capacity Cost for Each Annual Period (¢/kWh). The projected avoided generation capacity cost for each Annual Period is converted to ¢/kWh by taking the product of: (i) the ***quotient*** of: (a) the annual costs from Section 2 (*Project Avoided Generation Capacity Cost for Each Annual Period ($)*); ***divided*** by (b) the annual kWh; ***times*** (ii) 100, for each Annual Period (using Bidder's provided output for a given Annual Period (adjusted for leap years) and with assumed degradation as appropriate) of the Bid.

B. Generation Costs – Determining the Avoided Energy Costs

Each Bid's contribution to reducing the aggregate annual system generation fleet fuel and variable cost will be calculated by taking: (i) the ***product*** of: (a) the projected hourly avoided energy rates, in $/MWh; ***times*** (b) the Facility's Profile, in kWh; ***divided*** **by** (ii) 10, for each Annual Period based on Bidder's provided Profile. The Profile submitted by Bidder will be adjusted to account for Avoided Transmission Losses (see Section *F* (*Avoided Transmission Losses*)).

C. Integration Costs

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

D. Renewable Energy Credits

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

E. Deferred Transmission Investment

In accordance with the RCB Framework, as approved by the Commission in Docket 44160, there will be a deferred transmission component attributed to the Bid to account for reduction of the demand placed on the transmission system and deference of otherwise needed transmission investments.

F. Avoided Transmission Losses

Some renewable resources, such as those connected to the distribution system and intended to serve local load, do not use the bulk transmission system. These resources avoid the energy losses associated with moving energy across the transmission system. Bidder profiles will be adjusted to account for avoided transmission losses.

PART 5 EVALUATION OF TRANSMISSION/DISTRIBUTION SYSTEM IMPACTS OF BIDS

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

As part of the evaluation of transmission/distribution impacts of each Bid, GPC will further assess any project scheduling risk posed by the transmission/distribution system evaluation, including the ability of the proposed project to meet the RMCD or RCD. See RFP Section 7.2.2 (*Rejection of Submission for System Upgrades Beyond the Distribution System*) for additional information.

PART 6 OTHER CONSIDERATIONS.

6.1 Leap Year Adjustments. Profiles provided by Bidders will be adjusted for leap years, as appropriate.

6.2 Evaluation of Proposals with Unequal Contract Term Lengths. For evaluation of Bids with unequal contract PPA Term lengths or Facility Design Life lengths, GPC will utilize its Projected Avoided Costs to enable evaluation of Bids on an equivalent basis, which is consistent with how GPC has evaluated Bids with different length terms in prior procurements.

EXHIBIT L – DUE DILIGENCE PHASES (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, a BTA Bidder must: (i) provide the 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 L.

PART 2 PHASE ONE DUE DILIGENCE.

2.1 Initial Economic Screening. 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 L.

2.2 Phase One Due Diligence Overview. Phase One Due Diligence will consist of "fatal flaw assessment" to determine if there are significant issues with the 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. 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.

PART 3 PHASE TWO DUE DILIGENCE.

3.1 In addition to a detailed review of all pertinent documentation associated with any BTA Bid, the second due diligence phase ("**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:

A. Technical Support

B. Accounting and Finance

C. Operations & Maintenance

D. Environmental and Natural Resources

E. Safety and Health

F. Risk Management

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

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

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

PART 4 PHASE THREE DUE DILIGENCE

4.1 In addition to a review of all pertinent documentation associated with any BTA Bid, the need and extent of the third due diligence phase ("**Phase Three Due Diligence**") 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:

A. Detailed risk assessment;

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

C. Regulatory strategy and assessment;

D. Final, detailed legal review of all existing and proposed legal documents impacting or regarding the transaction; and

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

PART 5 PHASE FOUR DUE DILIGENCE

5.1 In addition to a review of all pertinent documentation associated with any BTA Bid, the need and extent of fourth due diligence phase ("**Phase Four Due Diligence**") will depend upon the results of earlier due diligence phases and the extent of any area requiring further assessment. Phase Four Due Diligence will include detailed review of:

A. Project schedule updates;

B. On-Site Visits;

C. Site Monitoring;

D. Equipment Witness Test;

E. Technical Review

PART 6 PHASE FIVE DUE DILIGENCE

6.1 In addition to a review of all pertinent documentation associated with any BTA Bid, the need and extent of fifth due diligence phase ("**Phase Five Due Diligence**") will depend upon the results of earlier due diligence phases and the extent of any area requiring further assessment. Phase Five Due Diligence will include detailed review of:

A. Mechanical Completion;

B. GPC Closing Date (Transfers Ownership);

C. Energization;

D. Startup and Commissioning;

E. Performance Testing;

F. Final Facility Document Review (As-Built Drawings);

G. Final, detailed inspection of Site's compliance with BTA requirements;

H. Punch List determination;

I. Project Close Out Process (Document Control)