

# 2025 Request for Proposals

# for Energy Storage System Resources

**February 11, 2026**

**Issued by Georgia Power Company**
**241 Ralph McGill Boulevard**
**Atlanta, Georgia 30308**
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**Administered by Ascend Analytics, acting as the Independent Evaluator**
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# SCHEDULE OF DEFINED TERMS AND RULES OF CONSTRUCTION

**This ESS 500 RFP uses the defined terms identified in this Schedule, or in the body of this ESS 500 RFP, and the rules of construction identified in this Schedule.**

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

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

**AC:** Alternating current.

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

**Affected System:** An Electric System other than the Southern Company Transmission System or an electric facility owner whose facilities require additions, modifications, or upgrades that are necessary for safe and reliable operation of the Electric System during parallel operation of the Facility, other than those required due to GPC's designation of the Facility output to serve GPC's customers (i.e., to deliver the energy from the POI to GPC's customers).

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

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

**Affiliate Bid Team:** As defined in Commission Rule 515-3-4-.04(3)(d), any GPC Affiliate that intends to submit a Bid into this ESS 500 RFP, as well as any other Person acting for that Affiliate or on its behalf in support of the development and submission of any Bid.

**AGC:** See *Automatic Generation Control*.

**Alternative Bid:** Defined in Section 7.3.1 (*Alternative Bid*).

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

**Annual Cluster Study:** An annual study performed by Southern Company Services to evaluate interconnection of proposed generating facilities in batches or clusters in accordance with the Southern OATT.

**Annual Period(s):** Any one of a succession of consecutive 12-month periods during the PPA Term beginning on the Delivery Commencement Date.

**ASC:** The FASB Accounting Standards Codification.

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

Facility's energy output to meet that set point.

**Auxiliary Operational Load:** Load that is required for thermal management of the ESS (e.g., HVAC) and essential Facility operation (e.g., control system building) that must be metered separately from energy provided by GPC for purposes of charging the ESS or, if the BESS is not capable of separately metering Auxiliary Operational Load, determined based on aggregated telemetry from the BESS controller or other measurement mutually agreed by the operating committee. Auxiliary Operational Load is distinct from and must be measured or calculated separately from charging energy and paid for by Seller.

**Awarded Contract:** An executed PPA between GPC and a Seller (i.e., Winning Bidder).

**Battery Energy Storage System (BESS):** An on-Site battery energy storage system that is interconnected to the Southern Company Transmission System at the POI.

**BESS:** See *Battery Energy Storage System*.

**Bid:** As more fully delineated in Part 7 (*Submission Requirements*), each separate bid submitted into this ESS 500 RFP.

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

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

**Bid Due Date:** The date and time specified for complete submission of Bids into this ESS 500 RFP, as shown in the Solicitation Schedule (Section 1.1.1 (*Solicitation Schedule*)) or, if applicable, as modified in accordance with ESS 500 RFP terms and conditions.

**Bid Fee:** The non-refundable $20,000 fee Bidder must submit with each Bid to defray costs of the RFP Process.

**Bid Form:** The electronic form found on the IE Website through which a Participant offers its Submission.

**Bid Information:** The ongoing status of any Bid or potential Bid, and any information submitted, exchanged, or discussed between the Bidder, Staff, the IE, and GPC (any exchange or discussion to occur in accordance with the guidelines of this ESS 500 RFP and Commission Rules).

**Bid Period:** The period from the RFP issuance date until the Bid Due Date, as shown in the Solicitation Schedule (Section 1.1.1 (*Solicitation Schedule*)).

**Bid Security:** Security provided by Bidder for each Bid that advances to the Competitive Tier in the form of: (i) cash; (ii) a Surety Bond; or (iii) a Letter of Credit, in the amount required by Section 4.6 (*Bid Security*).

**Bidder:** As applicable, each Person contemplating submission of a Bid or submitting a Bid into this ESS 500 RFP.

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

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

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

**Change of Control Transaction:** Defined in Exhibit D (*Bid Assignment Guidelines*).

**Change of Law:** An applicable law or a change to or repeal of an existing applicable law, including changes in legally binding interpretations of applicable law, in each case, enacted after the Submission deadline.

**Change of Law Expenditures:** Additional capital expenditures (determined in accordance with GAAP), additional operating costs, or any loss or reduction of applicable tax credits, reductions, or incentives, that Participant must incur as a direct result of a Change of Law, including: (i) capital expenditures or operating costs for: (a) the Facility to comply with the Change of Law during the PPA Term or Company-Owned Proposal Facility design life, as applicable; and (b) additional or different Facility equipment, changes to Facility engineering, procurement, or construction, or other Facility modifications; and (ii) losses directly resulting from

a change to, reduction in, or elimination of any tax incentive, tariff, credit, rebate, or other governmental benefit applicable to the Facility. Capital expenditures or operating costs will not constitute Change of Law Expenditures unless GPC, using Prudent Industry Practices, would incur the same capital expenditures or operating costs regarding its own facilities of the same type as the Facility as a direct result of the Change of Law (accounting for differences in facility capacity, location, and the frequency and duration of facility dispatch). For PPA Bids, Change of Law Expenditures will be appropriately pro-rated based on: (I) the PPA Term divided by the useful life of the applicable addition or modification; and (II) the Contracted Capacity divided by the total Facility capability. Change of Law Expenditures must be net of any cost savings to Participant.

**COD:** See *Commercial Operation Date*.

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

**Commercial Operation:** The Facility's ability to charge and discharge energy on a reliable basis according to Awarded Contract requirements.

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

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

**Commission Rules:** One or more rules promulgated by the Commission, as published in the Rules and Regulations of the State of Georgia.

**Company-Owned Proposal (COP):** A GPC proposal to construct, own, operate, and maintain a Facility that can deliver a portion of the resources sought by this ESS 500 RFP.

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

**Competitive Tier:** The most competitive Submissions that advance for further evaluation after Submission refresh.

**Confidential Information:** Business or technical information rightfully in the possession of either Party that derives actual or potential commercial value from not being generally known or readily ascertainable through independent development, or reverse engineering by Person(s) who can obtain economic value from its disclosure or use, including information furnished or disclosed to the other Party concerning Submissions into this ESS 500 RFP or discussions leading up to execution of an Awarded Contract, including the Awarded Contract itself. Participants must designate Confidential Information as confidential in writing on each page of a document contemporaneously with Participant's supply of the information to GPC. Confidential Information does not include information that: (i) is or becomes publicly available other than because of a violation of this ESS 500 RFP or the Awarded Contract; (ii) was, at the time of the disclosure, already in the receiving Party's possession; (iii) is disclosed to the receiving Party by a third party who, to receiving Party's knowledge, is not prohibited from disclosing the information under any agreement; (iv) receiving Party develops or derives without the aid, application, or use of the privileged or proprietary information; or (v) receiving Party is required to disclose in accordance with applicable law.

**Conforming List:** The Submissions that conform to RFP requirements and advance for further evaluation after the initial review in accordance with Section 8.3 (*Initial Review*).

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

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

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

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

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

**DC:** Direct current.

**Deficient Submission:** Any Submission that fails to provide all required information or is otherwise non-compliant with this ESS 500 RFP.

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

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

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

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

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

**Electrical Products:** All electrical products produced by or related to the Facility, including spinning reserves, operating reserves, black start capability, balancing energy, regulation service, ramping capability, reactive power and voltage control, frequency control, and other ancillary or essential reliability service products. Electrical Products also include any benefit GPC otherwise would have realized from or related to the Facility if GPC, rather than Seller, had constructed, owned, or operated the Facility, it being the Parties' intent that all those benefits and entitlements, in addition to electrical output, that flow from construction, ownership, or operation of the Facility, whether existing as of the Effective Date or at any time during the PPA Term, will belong to GPC, at no additional cost to GPC. Electrical Products do not include: (i) any federal, state, or local tax attribute arising from ownership of the Facility, including any investment tax credit (ITC), production tax credit (PTC), or depreciation deduction; (ii) any grant in lieu of investment tax credit or any similar financial payment or grant regarding the Facility; or (iii) the metered electric energy produced by the Facility.

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

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

**Environmental Assurance:** The environmental information and compliance documentation (e.g., prior, current, or ongoing environmental studies, documents, assessments, surveys, corrective action plans, and natural resource inventories) that Participant must submit to GPC by no later than 90 Days after notification of the Bid's advancement to the Conforming List to confirm that Participant, the proposed Site, and the proposed ICF Site, if applicable, comply with the environmental standards required by applicable law and GPC.

**Environmental Attributes:** Either: (i) all fuel-related, emissions-related, air quality-related, or other environmental-related aspects, claims, characteristics, benefits, credits (including RECs), reductions, offsets, savings, allowances, efficiencies, certificates, tags, attributes, demand reductions, or similar products or rights (including all of those relating to greenhouse gases and all green certificates, green tags, renewable certificates, RECs, CO2 credits, and emission reduction credits, and all those that otherwise arise or result from the generation of energy from the Facility, and all those arising or resulting from the existence of the Facility): (a) howsoever titled and whether known or unknown; (b) whether existing as of the Effective Date or at any time during the PPA Term; and (c) whether the Environmental Attributes have been certified or verified under any renewable standard, including all those that could qualify or do qualify for application toward compliance with any local, state, federal or international renewable energy portfolio standard, green pricing

program, renewable energy program, carbon reduction or greenhouse gas reduction initiative, electricity savings program, or other environmental program, incentive, mandate, or objective, in each case whether voluntary or mandatory; or (ii) all environmental benefits GPC otherwise would have realized from or related to the Facility if GPC, rather than Seller, had constructed, owned, or operated the Facility, as applicable. Environmental Attributes do not include: (I) any federal, state, or local tax attribute arising from ownership of the Facility, including any investment tax credit (ITC), production tax credit (PTC), or depreciation deduction; (II) any grant in lieu of ITC or any similar financial payment or grant regarding the Facility; or (III) the metered electric energy produced by the Facility.

**Environmental Assurances Compliance Affidavit:** A notarized affidavit, in the form found in Exhibit J (*Environmental Assurances Compliance Affidavit Form*), confirming that Participant: (i) understands its obligation to comply with all applicable legal environmental standards and requirements regarding the Site; (ii) agrees to conduct further due diligence considering the factors presented in the Environmental Assurances Guidance Document if the Submission advances to the Conforming List; and (iii) will avoid, minimize, mitigate, and as appropriate, permit and obtain any required regulatory authorization for any environmental impact, as required under applicable federal, state, or local law throughout the: (a) PPA Term; or (b) Company-Owned Proposal Facility design life, as applicable.

**Environmental Assurances Guidance Document:** The ***Georgia Power Company Generation Procurement Programs Environmental Assurances Guidance Document*** that outlines the environmental requirements, considerations, standards, and resources that Participants must adhere to in order to meet the environmental requirements for GPC's generation procurement solicitations, including this ESS 500 RFP, available as a supplemental document on the IE Website.

**Environmental Site Assessment:** The necessary assessment conducted by Participant before submitting a Submission that, at a minimum, contemplates the factors delineated in the Environmental Assurances Guidance Document.

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

**ESS:** See *Energy Storage System*.

**ESS 500 RFP:** This 2025 Request for Proposals for Energy Storage System Resources.

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

**ET:** See *Eastern Time*.

**Evaluation Team:** The team preparing this ESS 500 RFP and evaluating Submissions in this ESS 500 RFP. The Evaluation Team comprises the Primary Evaluation Team and designated Specialized Technical Support Personnel.

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

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

**Facility:** The ESS and any Renewable Resource as described in the Submission (and as will be further described in the Awarded Contract), including any primary and auxiliary equipment and facilities installed at the Site necessary or used for the production, control, storage, delivery, or monitoring of electricity produced or stored on the Site. All equipment and facilities installed on Seller's side of the POI at the Site will be part of the Facility, except for those that constitute Interconnection Facilities. Despite the preceding sentence, the Facility does not include any Renewable Resource that is an Existing Resource and is subject to a separate power purchase agreement or is owned by GPC and paired with an ESS Company-Owned Proposal.

**FASB:** The Financial Accounting Standards Board.

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

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

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

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

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

**Governmental Authority:** As applicable to the specific Person, facility, or event, any federal, state, local, or regulatory authority, administrative agency, commission, department, board, or court that has jurisdiction over the Person, facility, or event, or regarding this ESS 500 RFP or the applicable Awarded Contract.

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

**GPC Contractor:** A Person providing engineering, procurement, or construction services selected by the COP Team to assist with a Company-Owned Proposal to be submitted in this ESS 500 RFP.

**GPC Security Account:** An account designated by GPC for the benefit of GPC, under the exclusive control of GPC, and free of any lien (including the lien of any lender) of any Person or entity other than GPC. Any GPC Security Account will be established and maintained at Seller's expense and held by a depositary bank acceptable to GPC under a control agreement in form and substance acceptable to GPC.

**Guarantor:** A Person who, at the time of execution and delivery of its Guaranty: (i) is either: (a) an Affiliate of Seller; or (b) otherwise an entity acceptable to GPC; and (ii) is Creditworthy.

**Guaranty:** A guaranty provided by Guarantor that is substantially in the form of the guaranty attached as Exhibit L (*Form of Guaranty*) of the applicable pro forma PPA.

**IA:** See *Interconnection Agreement*.

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

**IE:** See *Independent Evaluator*.

**IE Website:** https://www.ascendanalytics.com/georgia-power/gpc-rfp-for-ess-2025.

**Independent Evaluator (IE):** Ascend Analytics, LLC, who reports to the Commission and is under contract with GPC to oversee this ESS 500 RFP, provide the IE Website, and serve as point of contact for all Participants.

**Intentional Inclusion Certificate**: The certificate signed by a signing authority of Bidder in the form found in Exhibit E (*Intentional Inclusion Certificate*) that affirms Bidder's commitment to intentional inclusion.

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

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

**Interconnection Limit:** The maximum output amount of power at the POI allowed by the Interconnection Agreement.

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

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

**ITS Participant:** Georgia Transmission Corporation, MEAG Power, or Dalton Utilities. As used in this ESS 500 RFP, ITS Participant excludes GPC.

**kW:** Kilowatt (AC).

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

**Modular BESS Facility:** A BESS Facility that is designed and constructed in modular blocks such that each block may be independently metered and operated, as further described in Section 3.2.3 (*Modular BESS Facility Submissions*).

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

**MW:** Megawatt (AC).

**MWh:** Megawatt-hour (AC).

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

**New Resource:** A Facility that, at the time of Awarded Contract execution or Company-Owned Proposal Certification, is not yet: (i) fully constructed; or (ii) interconnected and capable of delivering energy to the POI.

**O&M Costs:** Operation and maintenance costs.

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

**OATT:** Open Access Transmission Tariff.

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

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

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

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

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

**POI:** See *Point of Interconnection*.

**Point of Interconnection (POI):** The point where the Facility is interconnected to the Southern Company Transmission System, as defined in the IA.

**PPA:** Power purchase agreement to be entered into by GPC and a Winning Bidder (or other Person identified as PPA counterparty (i.e., Seller) as permitted by this ESS 500 RFP), in the form of the applicable pro forma PPA found on the IE Website and incorporated into this ESS 500 RFP by this reference.

**PPA Term:** The duration of the PPA (5, 10, 15, 20, or 25 Annual Periods) proposed in a Bid, which will be stated in the PPA.

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

**Primary Evaluation Team:** Members of the Evaluation Team who oversee the development and administration of this ESS 500 RFP, evaluate all Submissions, and have access to all ESS 500 RFP data, including pricing.

**Profile:** The Renewable Resource's hourly generation (MW; 8760 hours per calendar year) in ET and unadjusted for Daylight Savings Time beginning on the RCOD (PPA Bids) or over the entire Company-Owned Proposal Facility design life, as applicable, and at the high side of the generator step-up transformer for a Facility. The values must be chronological and must include the estimated degradation of the Facility's output

over each Annual Period or Company-Owned Proposal Facility design life, as applicable.

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

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

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

**QF:** See *Qualifying Facility*.

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

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

**RCOD:** *See Required Commercial Operation Date*.

**RECs:** See *Renewable Energy Credits*.

**Release List:** The list of Submissions released from this ESS 500 RFP because they were determined to be Deficient Submissions or otherwise did not advance to or beyond the Competitive Tier.

**Renewable Energy:** The energy and all associated Environmental Attributes and Electrical Products produced by the Renewable Resource and delivered to the ESS or POI.

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

**Renewable Resource:** A renewable generating facility that: (i) has or will have a POI on the Southern Company Transmission System; (ii) is at least 30 MW in size; and (iii) utilizes a sustainable or renewable fuel, including (a) solar photovoltaic (fixed or tracking); (b) wind; (c) geothermal (natural or enhanced); (d) hydro; or (e) any other renewable fuel as determined by GPC in its sole discretion.

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

**Required Commercial Operation Date (RCOD):** The date by which the Facility must obtain Commercial Operation, as defined in the PPA.

**Reserve List:** The list of Submissions not included on either the Short List or the Release List that remain under evaluation and have the potential to advance to the Short List.

**RFP:** Request for Proposals.

**RFP Documents:** The main body of this document setting forth the rules and requirements of this ESS 500 RFP, together with all exhibits and the pro forma PPAs.

**RFP Process:** As defined in the RFP Rule.

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

**Round-Trip Efficiency (RTE):** The amount of energy received from the ESS at the low voltage AC-side of the main power transformer(s) (exclusive of Auxiliary Operational Load) divided by the original amount of energy that was used to charge the ESS at the low voltage AC-side of the main power transformer(s) (exclusive of Auxiliary Operational Load). RTE calculations will delineate between components for losses both into and out of storage, as requested.

**RTE:** See *Round-Trip Efficiency*.

**S&P:** S&P Global, Inc., or its successor. If S&P ceases to exist or publish ratings, S&P will mean a nationally recognized rating agency mutually agreed upon by the Parties.

**SBAA:** See *Southern Balancing Authority Area*.

**SCS:** *See Southern Company Services*.

**SDDC:** See *Storage Device Design Capacity*.

**SDDD:** See *Storage Device Discharge Duration*.

**Seller:** A Winning Bidder who has executed an Awarded Contract with GPC.

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

**Short List:** The list of Submissions that advance for further evaluation based on the results of the detailed evaluation and for potential Awarded Contract execution.

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

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

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

**Solicitation Schedule:** The schedule for this ESS 500 RFP set forth on the IE Website and as provided in Section 1.1.1 (*Solicitation Schedule*), as may be revised in accordance with ESS 500 RFP terms and conditions.

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

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

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

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

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

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

**Specialized Technical Support Personnel:** Individuals who have specialized knowledge that is used: (i) as a member of the Evaluation Team to develop a discrete aspect of this ESS 500 RFP or to support a discrete

function of the RFP Process; or (ii) as a member of the COP Team to support a discrete aspect of the development of a COP.

**Staff:** Staff members of the Commission involved in this ESS 500 RFP.

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

**Station Service:** Energy that is used to serve the electrical requirements of the Facility, excluding any charging energy not consumed as Auxiliary Operational Load and discharging energy. For an ESS, Station Service includes all energy required to operate and maintain the BESS (e.g., Auxiliary Operational Load, power conversion stations).

**Stipulation:** The approved provision in the 2022 IRP Final Order that sets forth a supply-side plan and included approval of GPC's ESS 500 RFP.

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

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

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

**Surety Bond:** A bond issued by a licensed surety rated at least A- by AM Best, if rated by AM Best, that is substantially in the form of the Surety Bond attached as Exhibit I (*Form of Surety Bond*) and that is otherwise acceptable to GPC.

**Threshold Amount:** Defined in Section 4.2 (*Change of Law*).

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

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

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

**Winner's Fee:** The fee assessed for each winning Submission to cover the IE cost and a portion of the costs to administer this ESS 500 RFP.

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

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**Rules of Construction:**

In this ESS 500 RFP: (i) whenever the term "**include**," "**including**," "**e.g.**," or "**i.e.**" is used, in connection with a listing of items included within, or as an example of, the prior reference, the listing will be interpreted as illustrative only and not as a limitation on, or as an exclusive listing of, the items included in the prior reference (e.g., "**include**" means "include, but is not limited to"; "**including**" means "including, without limitation"); and (ii) "**or**" means either or both (i.e., "A or B" means "A or B or both A and B").

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

A defined term may be singular or plural, as the context requires. Captions are for convenience only and do

not affect interpretation.

Unless otherwise specified in the communication from GPC: (I) communications from GPC concerning this ESS 500 RFP will use the defined terms identified in this Schedule or in the body of this ESS 500 RFP; and (II) the rules of construction will also apply to communications from GPC.

# 2025 Request for Proposals for Energy Storage System Resources

Georgia Power Company's 2022 IRP identified a need for additional energy storage capabilities. On July 21, 2022, the Commission issued the 2022 IRP Final Order concerning the 2022 IRP. The 2022 IRP Final Order amended and approved the Stipulation that requires GPC to conduct a competitive solicitation to procure 500 MW of ESS. GPC prefers the procured resources to be online by no later than the end of 2031.

GPC issues this ESS 500 RFP to procure ESS that meet GPC's identified capacity needs, including: (i) Standalone ESS with grid charging capability; and (ii) ESS with Renewable Resource (new or existing) and grid charging capability.

## 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 ESS 500 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 will supersede the schedule below.

| Tentative Solicitation Schedule (ESS 500 RFP)[1] | |
|---|---|
| **Activity** | **Date** |
| RFP Service Date | Friday, June 20, 2025 |
| Draft RFP Issued on IE Website; RFP Public Comment Period Opens | Thursday, September 18, 2025 |
| Bidders' Conference | Monday, September 29, 2025 |
| RFP Public Comment Period Closes (RFP and PPAs) | Friday, October 17, 2025 |
| Recommended Date for Notice of Desire to Bid Other Technology Proposal | Monday, October 20, 2025 |
| Technical Pre-Screen Form Available | Monday October 20, 2025 |
| File for Commission Approval of RFP Documents | Tuesday, January 6, 2026 |
| Anticipated Commission Approval | Tuesday, February 3, 2026 |
| Anticipated RFP Issuance Date | Wednesday, February 11, 2026 |
| Company-Owned Proposal and Affiliate Bid Due Date | Monday, March 23, 2026 |
| Bid Due Date and Bid Fees Due; QF NOI Due | Tuesday, March 24, 2026 |
| Conforming List Determined | Tuesday, May 5, 2026 |
| Submission Refresh Opens | Tuesday, July 14, 2026 |

[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*).

| Tentative Solicitation Schedule (ESS 500 RFP)[1] | |
|---|---|
| **Activity** | **Date** |
| Refreshed Submissions Due | Tuesday, July 28, 2026 |
| Competitive Tier Determined; Non-Competitive Bids Released | Monday, August 3, 2026 |
| Environmental Assurances Due | 90 Days after Conforming List notice (Monday, August 3, 2026) |
| Bid Security Due | 15 Business Days after Competitive Tier notice (Monday, August 24, 2026) |
| Short List and Reserved List Determined; Remaining Bids Released | Friday, December 4, 2026 |
| Awarded Contract(s) Executed; Reserve List Submissions Released | January 2027 |
| GPC to File its Application for Certification of Winning Submissions | February 2027 |
| Anticipated RFP Certification Order from Commission | July 2027 |
| Target PPA Commercial Operation Date | 2028 (earliest) – 2031 (latest) |

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

**1.1.3. Bid Due Date/Time.** Each Bid must be submitted through the IE Website by 12:00 PM (Noon) ET on the date shown in the Solicitation Schedule. To ensure timely Bid submittal and fair treatment of all Bidders, Bidders must initiate Bid submission before 10:00 a.m. ET on the Bid Due Date. Any Bid submitted after the deadline will not be accepted. Each Bidder will receive an email acknowledgment for each Bid submitted.

## 1.2. Independent Evaluator.

**1.2.1. Purpose and Role of IE.** GPC is utilizing the IE to oversee this ESS 500 RFP and to serve as the point of contact for all Participants. As provided in the RFP Rule, the IE serves to maintain fairness, transparency, and consistency in the RFP Process, which helps to prevent claims of favoritism in the evaluation and advancement of Submissions. Commission Rules require GPC to retain an IE, who is selected by and reports to the Commission in carrying out its duties and assisting with development of this ESS 500 RFP and evaluation of Submissions.

**1.2.2. The IE Website.** The IE Website serves as the required forum for all RFP communication among the Evaluation Team, Participants, and all interested Persons. Any Participant or interested Person may only communicate with GPC, the IE, or Staff regarding this ESS 500 RFP through the IE Website. If any Participant or interested Person directs to Staff or GPC questions regarding any RFP information, Staff or GPC, as applicable, will direct the Participant or interested Person to the IE Website to ensure all communications are documented and treated consistently, fairly, and transparently. If a Participant attempts to make contact outside the process described in this ESS 500 RFP, Participant will be directed to the IE Website for all information and communication and will be reported to the IE for a violation of this ESS 500 RFP requirement.

Repeated violation of this requirement may result in the Participant being prohibited from participating and all Participant's Submissions being disqualified.

## 1.3. Standards of Conduct.

**1.3.1. Standards of Conduct Regarding Affiliate Bids.** GPC Affiliates may submit Bids in response to this ESS 500 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. 56139 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 ESS 500 RFP and any related documents with the Evaluation Team. GPC implemented specific controls to ensure RFP-related information is confined to the appropriate team. Additionally, before receipt of Bids, GPC, Staff, and the IE will implement procedural steps to ensure that all Bids from Affiliate Bid Teams or from non-Affiliates are evaluated using a common methodology applied in a manner that ensures that any Affiliate Bid does not receive any advantage in the evaluation. In all instances, an Affiliate Bid Team will be treated as a third-party Bidder.

**1.3.2. Standards of Conduct for Company-Owned Proposals Submitted by the Company-Owned Proposal Team.** To meet its identified capacity needs, GPC may develop and submit one or more Company-Owned Proposals in response to this ESS 500 RFP for Facilities that would be owned and operated by GPC. GPC must submit any Company-Owned Proposal through the IE Website by the date shown in the Solicitation Schedule. Company-Owned Proposals may include partnership arrangements or agreements between GPC and third parties or contractors that may collaborate to submit a joint proposal.

**A. GPC Contractors**. To ensure fairness to all Participants, the COP Team will not share with a GPC Contractor, or potential GPC Contractor, any non-public information about the RFP Process. No GPC Contractor or GPC Contractor Affiliate is allowed to submit a Bid in this ESS 500 RFP for the same Facility submitted in any Company-Owned Proposal.

**B. GPC Internal Communications**. While not required under Commission Rules, GPC voluntarily imposes the Affiliate communications restrictions set out in Commission Rule 515-3-4-.04(3) to restrict communications between the Evaluation Team and the COP Team, except as noted regarding Specialized Technical Support Personnel in Section 1.3.2.C (*Company-Owned Proposal Team and Specialized Technical Support Personnel*). No COP Team member may share with any Primary Evaluation Team member any Company-Owned Proposal information related to the costs or specific characteristics of any aspect of any Company-Owned Proposal or its proposed Facility, except for communications facilitated by the IE and Staff and necessary for evaluation of a Company-Owned Proposal. In addition to the requirements of Commission Rule 515-3-4-.04(3)(d) establishing standards of conduct regarding any Evaluation Team member and any Affiliate Bid Team member, no COP Team member will be a member of any Affiliate Bid Team nor communicate with any Affiliate Bid Team member in violation of Commission Rule 515-3-4-.04(3)(d). GPC will not tolerate conduct or communication regarding the development of any Company-Owned Proposal by the COP Team that would unfairly influence the design or evaluation processes for this ESS 500 RFP.

**C. Company-Owned Proposal Team and Specialized Technical Support Personnel**. The COP Team will develop any Company-Owned Proposal in a manner that preserves the integrity and fairness of the RFP Process for all Participants. Due to their functional expertise and breadth of job responsibilities, Specialized Technical Support Personnel may be involved both with development of a Company-Owned Proposal and with certain aspects of this ESS 500 RFP. The RFP information provided to Specialized Technical Support Personnel is limited to the scope of their job responsibilities. Specialized Technical Support Personnel serving as members of both the Evaluation Team and the COP Team

will not be allowed to determine the total economic benefit of Submissions. GPC will not substitute any dual-role Specialized Technical Support Personnel without first consulting Staff and the IE.

### 1.4. Development of this ESS 500 RFP.

**1.4.1. Draft RFP Documents.** Consistent with Commission Rule 515-3-4-.04(3)(e), GPC prepared the initial draft of this ESS 500 RFP with the consultation and input of Staff and the IE. The draft RFP Documents will be posted to the IE Website by the date shown in the Solicitation Schedule.

**1.4.2. Comment Period.** The Solicitation Schedule provides the dates and duration of the Comment Period. Any Participant or interested Person desiring to submit written comments on any aspect of this ESS 500 RFP must do so through the IE Website. If any Person commented about or offered a substantive change to the RFP Documents, the commenter will be prompted to provide a mark-up of the applicable section showing its proposed changes, along with the rationale for the suggested change, for GPC's consideration. The Evaluation Team, Staff, and IE will review all comments received. After 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 Participants and interested Persons.

**1.4.3. Bidders' Conference.** The Bidders' Conference will be held in-person and virtually on the date shown in the Solicitation Schedule. The Bidders' Conference allows any potential Participant or interested Person the opportunity to ask questions concerning the RFP Process or the draft RFP Documents with GPC, Staff, and IE. Any Participant or interested party must register for the Bidders' Conference on the IE Website. A recording of the Bidders' Conference, the presentation materials, and written responses to all questions submitted during the Bidders' Conference will be posted on the IE Website after the Bidders' Conference.

**1.4.4. Frequently Asked Questions; Question and Answers.** There is a tab on the IE Website for frequently asked questions ("**FAQ**"). Each Participant should review the FAQ before submitting a question on the IE Website because the question may be addressed in the FAQ. Throughout the RFP Process, a Participant may submit questions via the "Questions" tab on the IE Website. When a Participant submits a question via the Questions portal, the identity of the Participant asking the question is known to the IE and Staff only. After review by GPC, Staff, and the IE, the Questions and FAQ documents are made available to every Participant and interested Person registered on the IE Website.

**(i) Conflicts**. After the Commission approves this ESS 500 RFP, terms and conditions included in the final RFP Documents will supersede conflicting information, if any, included in the FAQ or Questions.

**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 "Questions" tab; and (iii) the final, approved version of the RFP Documents will be posted to the Commission's website under Docket No. 56139 and the IE Website.

## PART 2. PRODUCTS AND RESOURCES SOUGHT IN THIS ESS 500 RFP

### 2.1. Products Sought.

GPC seeks offers to sell capacity, including Ancillary Services and all other Facility attributes, from an ESS. A Submission may offer any reliable ESS that can meet the firmness and dispatchability requirements of this ESS 500 RFP, including but not limited to: (i)

Standalone ESS with grid charge capability and a Storage Device Discharge Duration of at least two hours; and (ii) ESS with Renewable Resource (new or existing), with grid charge capability and a Storage Device Discharge Duration of at least two hours.

**2.1.2. Other ESS Technology.** If Participant desires to offer a Submission that is not a BESS (an "**Other Technology**"), Participant must contact the IE through the IE Website by no later than the Other Technology proposal deadline set forth in the Solicitation Schedule. Upon request, Participant must provide information to the IE regarding the Other Technology. The IE will research and review Participant's proposed Other Technology and discuss findings with Staff and the Evaluation Team. After the IE completes its research, review, and discussions, the IE will advise Participant if a Submission utilizing Participant's proposed Other Technology will be accepted as a Submission that meets the requirements of this ESS 500 RFP.

**2.2. Bids for Existing Resources or New Resources.** Under this ESS 500 RFP, Bidders may submit Bids for both Existing Resources and New Resources.

**2.3. ESS Submissions.** GPC will consider a Facility structured as: (i) Standalone ESS with grid charging capability; or (ii) ESS with Renewable Resource, with grid charging capability. In addition to the subsections that immediately follow, the pro forma PPAs provide the parameters for the acceptable and applicable use of an ESS under this ESS 500 RFP. GPC's evaluation of an ESS Submission in this RFP will be appropriately focused upon the capacity use of the ESS, as further described in Exhibit F (*Overview of Evaluation Methodology*), which is to ensure system reliability.

**2.3.1. Degradation; Performance Metrics.** GPC is not responsible for any degradation of any Facility over the PPA Term, whether because of GPC scheduling, charging, or discharging of energy. As set forth in the pro forma PPAs, the ESS is subject to monthly and annual performance metrics and must maintain the guaranteed SDDC, guaranteed SDDD, and guaranteed RTE for the PPA Term. Bidders should carefully review the applicable pro forma PPA to become familiar with these performance metrics, as deficient performance will reduce the payment owed to Seller under the PPA.

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

**2.3.3. Standalone ESS.** A Participant offering a Standalone ESS must provide: (i) a description of the ESS; (ii) if offering a PPA, the plan to maintain the ESS to ensure the ESS performs as evaluated for the PPA Term; (iii) the guaranteed SDDC (AC); (iv) the guaranteed RTE for the PPA Term or Company-Owned Proposal Facility design life, as applicable; and (v) any other information required by the Bid Form. GPC must have the exclusive right, without penalty, to discharge and charge the ESS by dispatching it in accordance with Section 3.5 (*Dispatchability and AGC*). To ensure GPC can toll the energy, a Standalone ESS must be interconnected to, and solely charged from, the Southern Company Transmission System, which means a Southern Company entity must be the Interconnection Provider. GPC will provide (toll) all energy required to charge a Standalone ESS, but Seller will be solely responsible for Station Service, including any Auxiliary Operational Load.

**2.3.4. ESS with Renewable Resource.** A Participant may offer to pair an ESS with either an existing Renewable Resource or a new Renewable Resource to be constructed as part of the Facility. If Participant offers an existing Renewable Resource, the existing Renewable Resource must be: (i) under a power purchase agreement with GPC procured through a prior GPC RFP; (ii) paired with an ESS and offered under the *Pro Forma Power Purchase Agreement for Firm Capacity, Associated Energy, and Ancillary Services from a Battery Energy Storage System with Renewable Resource for ESS 500;* or (iii) if the Submission is a COP, owned by GPC. In addition

to the information required by Section 2.3.3 (*Standalone ESS*), an ESS with Renewable Resource Submission must also include: (a) a description of the Renewable Resource (including the generation type of the Renewable Resource (e.g., solar panels, wind turbines)); (b) the total expected Renewable Resource capacity (AC); and (c) a Profile for the Renewable Resource, to demonstrate the charging ESS contribution of the Renewable Resource.

**A.** If Participant offers to pair an ESS with an existing Renewable Resource that is currently committed to GPC under a separate PPA, then the parties must amend the existing Renewable Resource PPA to accommodate and allow for the paired operation of the ESS and the Renewable Resource. Exhibit L (*Renewable Resource PPA Amendment Overview*) outlines the anticipated terms and conditions of the Renewable Resource PPA amendment.

## PART 3. KEY FACILITY REQUIREMENTS

**3.1. Commercial Operation Date.** GPC seeks and will give preference to ESS with Commercial Operation dates on or before November 28, 2031. However, Participant may offer an ESS with a later Commercial Operation date, and GPC will evaluate if the Submission is an economical option that meets customer needs. Each Bidder must indicate the RCOD in its Bid. GPC may decline to enter into a PPA with any Bidder if, in the opinion of GPC and in consultation with the IE and Staff, the transmission facilities cannot be constructed in time to achieve Commercial Operation by the date set forth in the Submission. If Seller fails to achieve Commercial Operation by the RCOD, Seller must pay Delay Damages to GPC under the Awarded Contract. Delay Damages will be calculated in accordance with Section 2 (*Delay Liquidated Damages*) in Exhibit C (*Summary of Fees, Costs, Security, and Deadlines*), Attachment 1 (*Performance Security and Liquidated Damages Summary*).

**3.2. Facility Size and Output.**

**3.2.1. Facility Size Requirements**. Each ESS must have: (i) a minimum SDDC of 30 MW at the POI; and (ii) an SDDD of at least two hours. The SDDC must be no more than 500 MW at the POI. An ESS must have grid charging capability.

**3.2.2. No Partial Input or Output Bids.** Except for a Modular BESS Facility meeting the requirements of Section 3.2.3 (*Modular BESS Facility Submissions*), each PPA Bid must offer 100% entitlement to the full input and output capability of the ESS Facility.

**3.2.3. Modular BESS Facility Submissions.** GPC will accept Submissions that offer capacity from one or more BESS blocks comprising a Modular BESS Facility if the Submission meets the requirements of this Section 3.2.3 (*Modular BESS Facility Submissions*). For clarity, a Modular BESS Facility is a single "generating facility" from a transmission interconnection perspective (including at the POI), but the Facility includes internal segmentation that supports independent operation of one or more BESS blocks. To be an eligible Submission, a Submission offering one or more, but not all, blocks of a Modular BESS Facility must be capable of operating as a standalone BESS consistent with all RFP requirements, including those concerning availability, dispatchability, and any other performance guarantee. If GPC determines that shared infrastructure, controls, or operational dependencies could impair GPC's ability to utilize the offered BESS as a capacity resource in accordance with RFP requirements, GPC will not advance the Submission for further consideration. If a Bid offering one or more, but not all, blocks of a Modular BESS Facility advances to the Short List, GPC will revise the pro forma PPA to implement the requirements of this Section 3.2.3 as a Facility-specific modification.

**A. Independent Operation.** The BESS block(s) offered to GPC must be exclusively committed to GPC (e.g., not used to serve any other offtaker) and capable of independent operation such that GPC can fully exercise its dispatch and grid charging rights without reliance on, or impairment by, the operation of any other block of the Modular BESS Facility

that is not committed to GPC. To be capable of independent operation, the offered BESS block(s) must include: (i) an independent plant controller; (ii) an independent AGC system; and (iii) independent metering, data telemetry, and other data reporting, including independent data sufficient to confirm compliance with the Georgia Territorial Act and any other applicable law. GPC must have the right to review and approve the proposed metering, telemetry, and AGC configurations for the entire Modular BESS Facility.

**B. POI and Other Considerations.** Bidder is solely responsible for: (i) ensuring Facility design, interconnection facilities, and internal configuration are sufficient to support the operational requirements of all BESS blocks, including those committed to GPC and any other offtaker; (ii) ensuring that Facility-level constraints do not impact guaranteed BESS performance; and (iii) assuming the risk of transmission-level reliability adjustments, curtailments, or other operational limitations imposed by the transmission provider at the POI that impact one or more BESS blocks, including those impacting Facility availability and dispatchability under the PPA that may lead to monthly capacity payment reductions.

**C. Acceptable Interconnection Design Configurations.** Part 3 (*Modular BESS Facility Interconnection Design Configurations*) of Exhibit A (*Interconnection and Delivery Requirements*) includes two acceptable Seller-side interconnection design configurations for a Modular BESS Facility where one or more, but not all, BESS blocks are committed to GPC (i.e., GPC does not receive 100% of the Modular BESS Facility's capacity under the PPA). GPC prefers, especially when multiple entities offtake from a Modular BESS Facility, that the portion of the Modular BESS Facility committed to GPC be interconnected by an independent generation tie line that will not be used by or for any other offtaker, as shown as Option A in Part 3 of Exhibit A.

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

## 3.3. Location of Facilities.

**3.3.1. Facility Location**. GPC will only accept Submissions for a Facility that is, or will be, interconnected to the Southern Company Transmission System. A Bidder may not submit a Bid that locates the Facility on GPC property. Only a Company-Owned Proposal may propose a Facility on GPC property.

**A. ESS with Renewable Resource Location.** Any ESS paired with a Renewable Resource Submission must interconnect to the same POI as the Renewable Resource.

## 3.4. Transmission Interconnection.

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

**3.4.1. Point of Interconnection.** Each Participant proposing a stand-alone ESS must propose a specific POI for its Facility. GPC (through the IE) may suggest a different POI (regarding location or voltage) if it would result in more favorable economic consideration of the Submission. Participant will be responsible for all equipment necessary to interconnect the Facility to the Interconnection Facilities at the POI. All transmission facilities beyond the proposed POI (into the network transmission grid) will be owned by the Transmission Service Provider.

**3.4.2. Technical Pre-Screen.** In furtherance of GPC's commitment to an efficient evaluation process, GPC will release a Technical Pre-Screen Form. GPC strongly encourages Participants to provide the specified technical data about their project(s) before the Bid Period opens. The data collected will be validated by GPC's Transmission Evaluation Team to help ensure each Submission is properly structured and ready for evaluation.

**3.5. Dispatchability and AGC.** Each Facility must be capable of operating on AGC throughout the PPA Term. Seller will be responsible for conforming to GPC's requirements to integrate AGC functionality and for all costs to make the Facility respond to GPC's AGC signals.

**3.6. Availability; Firmness.** GPC will rely on the SDDC and SDDD committed under an Awarded Contract to provide dependable and reliable electric service to meet the needs of GPC customers. To be considered responsive, a Submission must demonstrate an appropriate level of firmness and availability, which means the Facility must be available to deliver capacity for the SDDD in accordance with GPC's AGC signals, even under adverse conditions (i.e., operating or system conditions that may limit or challenge Facility performance but that are not excused by a Force Majeure Event (as defined in the Awarded Contract), including foreseeable weather variability, routine operating stresses, and other expected or reasonably foreseeable system conditions). Accordingly, the Facility must meet the availability and firmness guarantees stated in the PPA.

**3.7. Technical Requirements.** All Facilities must comply with NERC EOP-012-3 (*Extreme Cold Weather Preparedness and Operations*) and applicable successor reliability standard. Exhibit K (*Facility Technical Requirements*) contains a general overview of the technical requirements with which each Facility must comply, as applicable.

**3.8. Station Service; Retail Electric Service.** Seller is responsible for all Station Service at Seller's expense. If the Facility is located in Georgia, Seller must arrange retail electric service for the Facility in accordance with the Georgia Territorial Electric Service Act. Seller must purchase Station Service provided by the local electric service provider (which may or may not be GPC) as necessary.

**3.9. Environmental Compliance.** All Submissions that advance to the Competitive Tier will undergo a comprehensive environmental review to ensure compliance with the requirements of this ESS 500 RFP, including the requirements found in the Environmental Assurances Guidance Document. Participant must cooperate with GPC's Environmental Affairs Department, at Participant's cost, regarding the environmental and cultural resources assessments, surveys, and studies performed for the Site, and for the property on which the Interconnection Facilities will be located, as well as any related Access Route.

**3.9.1. Site Assessment.** Each Participant must conduct an Environmental Site Assessment that, at a minimum, considers the factors described in the Environmental Assurances Guidance Document.

**3.9.2. Environmental Assurances Compliance Affidavit; Environmental Assurances.** Each Participant must submit a notarized Environmental Assurances Compliance Affidavit, found in Exhibit J (*Environmental Assurances Compliance Affidavit Form*) that affirms Participant understands all environmental impacts and factors related to the Project and, at a minimum, agrees to fully consider the environmental requirements of this RFP to avoid, minimize, and if necessary, permit and mitigate the Project's environmental impacts. If a Submission advances to the Competitive Tier, it will undergo a comprehensive review to ensure Participant complied with the environmental compliance requirements of this RFP. Furthermore, Participant must submit Environmental Assurances documentation to GPC no later than 90 Days after Conforming List notice. If Participant does not provide sufficient and acceptable documentation supporting Environmental Assurances, as described in the Environmental Assurances Guidance Document, GPC may release the Submission.

**3.10. Compliance with Laws Generally.** It is Participant's sole responsibility to take all necessary actions to satisfy any regulatory requirements, licenses, and permits that may be imposed on Participant by any federal, state, or local Governmental Authority concerning the permitting, development, construction, operation, maintenance, addition, renewal, retirement, or disposal of

the Facility, or concerning the storage, generation, sale, or delivery of energy. GPC will cooperate with Winning Bidder(s) to provide information or other assistance as may reasonably be requested by the Bidder to satisfy regulatory requirements. Bidder must likewise provide necessary information and assistance to GPC concerning GPC's regulatory approvals.

## PART 4. PRICING, FEES, AND SECURITY

**4.1. PPA Pricing.** PPA Bid prices must include all costs GPC will pay for the capacity and any energy to be delivered under the PPA. GPC's payment of the capacity payment will represent all compensation owed under the PPA.

**4.1.1. Escalating Pricing.** A PPA Bidder may submit a Bid with the capacity payment escalated at a fixed percentage between a minimum 0% and maximum 2.5% in any Annual Period.

**4.2. Change of Law.** If a Change of Law occurs, Participant may request to adjust its Submission pricing if the ***quotient of***: (i) Change of Law Expenditures (in the aggregate); ***divided by*** (ii) the Facility's nominal capability (kW), exceeds $4/kW ("**Threshold Amount**").

**4.2.1. Notice.** If Participant determines that any Change of Law will cause Change of Law Expenditures exceeding the Threshold Amount that are not accounted for in Participant's Submission pricing, Participant must notify GPC through the IE Website no later than 15 Business Days after Participant knew or should have known of the Change of Law. Participant's notice to GPC must identify in reasonable detail the claimed Change of Law and its likely effects on the Facility.

**4.2.2. Submissions Pricing Adjustment After Refresh.** For any eligible Change of Law that will cause Participant to incur Change of Law Expenditures exceeding the Threshold Amount and for which Participant provided timely notice in accordance with Section 4.2.1 (*Notice*), Participant may request approval to adjust its Submission pricing to account for Change of Law Expenditures. Participant must submit its request through the IE Website. Participant's request must state Participant's proposed Submission pricing adjustment and be supported by documentation sufficient for GPC to validate the need for and amount of Change of Law Expenditures. GPC will evaluate Participant's request and reasonably determine if it is appropriate to allow Seller to adjust its Submission price by considering the requested adjustment amount, composition of the Competitive Tier, the Submission's potential benefit to GPC customers, and any other quantitative or qualitative factor GPC deems appropriate. GPC will notify Participant of GPC's determination through the IE Website. If a Change of Law will cause Participant to incur Change of Law Expenditures exceeding the Threshold Amount but GPC determines a pricing adjustment is not appropriate, GPC will notify Participant and allow Participant to withdraw its Submission without penalty (i.e., GPC will return Bid Security), at Participant's election.

**A. PPA Pricing Adjustments.** If GPC agrees an adjustment is appropriate, GPC and Bidder will, each acting in a good faith and commercially reasonable manner and under the oversight of the IE and Staff, establish an appropriate annual fixed charge rate to apply to the original capital cost of the additions, modifications, or other expenditures that comprise Change of Law Expenditures for purposes of calculating an adjustment to the Annual Capacity Price(s) associated with capitalized additions or modifications to the Facility (determined in accordance with GAAP).

**B. COP Pricing Adjustments.** A COP Team and GPC, each acting in a good faith and commercially reasonable manner under the oversight of the IE and Staff, will establish an adjustment to the in-service cost portion of Submission pricing to account for Change of Law Expenditures.

**4.3. Refreshed Submission Pricing.** GPC will use the "refreshed bid" process set out in Commission Rule 515-3-4-.04(3)(e)(ix), which allows a Participant to refresh its pricing. After the Conforming

List is determined, the IE will contact each Participant with a Submission that advanced to the Conforming List to inform the Participant that it may better (increase or decrease) its Submission price as a final and best offer, as described in the applicable subsections below. The IE will post a ranking list on the IE Website showing each Participant's relative rank. Each Participant on the Conforming List will be identified blindly, so each Participant may only see its rank compared to those of all other anonymous Submissions. GPC will further evaluate refreshed Submissions and advance a Competitive Tier in accordance with the RFP Rule and as described in Section 8.6 (*Bid Lists*).

**4.3.1. Refreshed Submissions Process.** Each Participant with a Submission advanced to the Conforming List may submit refreshed pricing (as limited by the subsections that follow) by the deadline stated in the Solicitation Schedule. Except as described in the subsections that follow, no changes to the Submission are allowed, including changes to Facility size, technology, or commercial operation date. Any refreshed Submission pricing will supersede the Submission's initial price. At submission, Participant must also include a written narrative explaining why it is necessary for Participant to change its pricing. GPC will use Participant's explanatory information for informational purposes and, to the extent the Submission is a winning Submission, in support of its Certification request.

**4.3.2. PPA Bid Refresh.** Each PPA Bidder with a Bid that advances to the Conforming List will be given one opportunity to refresh the fixed-price portion of its Bid (i.e., capacity price).

**4.3.3. COP Refresh**. If a COP advances to Conforming List, the COP Team will be given one opportunity to refresh the total in-service cost portion of the Company-Owned Proposal.

**4.4. Bid Fee.** To help defray the cost of performing an evaluation of each Bid and the cost of retaining the IE pursuant to the RFP Rule, each Bidder must pay the Bid Fee ($20,000) for **each** Bid except for Alternative Bids as described in Section 7.3 (*Alternative Bids; Multiple Submissions; Bid Fees*). A portion of each Bid Fee in the amount of $10,000 will be earmarked to offset IE costs. Bidder must pay the Bid Fee by 12:00 p.m. ET on the Bid Due Date.

**4.5. Winner's Fee.** As stated in Section 4.4 (*Bid Fee*), portions of Bid Fees will be used to offset IE costs. The remainder of the IE cost will be covered by the Winner's Fee. The Winner's Fee will be determined after Commission Certification and once the final amount of Bid Fees and IE cost is known, except in no event will the Winner's Fee exceed one million dollars ($1,000,000.00) per Submission. The Winner's Fee is calculated for each winning Submission, including any Company-Owned Proposal, as the pro rata share for any remaining IE or other RFP administration costs not covered by Bid Fees. If there are multiple winning Submissions, the remaining IE or other RFP administration costs will be allocated to winning Participant(s) on: (i) a MW-PPA Term basis for PPA(s); and (ii) a MW-Facility design life basis for Company-Owned Proposals. Winning Bidder must pay the Winner's Fee within 10 Days after receipt of notice of the final Winner's Fee amount owed by Winning Bidder. If a Company-Owned Proposal advances to the Short List and is certified by the Commission as contemplated by Section 10.2 (*Company-Owned Proposal Certification*), GPC will be responsible for its portion of the Winner's Fee. A Winning Bidder must pay its Winner's Fee using the instructions included within GPC's notice to Winning Bidder of the final Winner's Fee amount.

**4.6. Bid Security.** Any Bidder with a Bid that advances to the Competitive Tier must post Bid Security by no later than 15 Business Days after Bidder receives notice from GPC that the Bid advanced to the Competitive Tier. Bid Security is fully refundable to Bidder if: (i) GPC releases the Bid from consideration in this ESS 500 RFP for reasons other than Bidder non-compliance with RFP terms; or (ii) at the time Seller and GPC fully execute the Awarded Contract for the winning Bid. Bid Security is non-refundable if a Bidder withdraws its Bid at any time after posting Bid Security or otherwise fails to execute the pro forma PPA after being advanced to the Short List. By submitting a Bid, Bidder acknowledges that GPC will be harmed if Bidder withdraws its Bid after advancing

to the Competitive Tier and, as result, GPC will be entitled to retain Bid Security as liquidated damages, and not as a penalty, as the sole and exclusive remedy for Bidder's failure or refusal to proceed in accordance with RFP terms.

**4.6.1. Bid Security Amount.** The Bid Security amount must equal $27/kW based on the SDDC offered in the Bid.

**4.6.2. Bid Security for Alternative Bids.** For Alternative Bids and other mutually exclusive Bids for the same Site, Bidder may post a single Bid Security for the Bid Security amount associated with the largest mutually exclusive Bid. If Bidder withdraws any of the mutually exclusive Bids, the Bid Security will be forfeited, in its entirety, as described in Section 4.6 (*Bid Security*). Following Bidder's withdrawal, Bidder must immediately post a replacement Bid Security, in the amount required for the next largest mutually exclusive Bid, for any remaining mutually exclusive Bids it desires GPC to continue to evaluate.

**4.6.3. Bids Offered in Multiple GPC RFPs.** If Bidder is participating in a concurrent GPC RFP, except for any extended RFP period allowing customer-identified resource submissions, and offers the same Facility in both RFPs, Bidder may post a single Bid Security that secures both bids. The Bid Security must equal the highest Bid Security required under the concurrent GPC RFPs. Bidder is solely responsible for taking any necessary action to ensure that Bid Security effectively secures its obligations under both RFPs, which may require Bidder to amend its Bid Security.

**4.6.4. Pre-Approval of Bid Security.** Each Bidder that intends to provide Bid Security in the form of a Surety Bond or a Letter of Credit must deliver a draft (unissued) Surety Bond or Letter of Credit for review and approval by GPC at Bid submission. Instructions for posting the draft and final Bid Security will be available on the IE Website. Pre-approved Bid Security submitted in the form of Surety Bond or Letter of Credit must be mailed via a reputable overnight courier to GPC at the following address:

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

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

## 4.7. Performance Security for Sellers.

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

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

**4.7.2. Pre-Approval of Eligible Collateral**. By no later than the date Seller returns the partially executed Awarded Contract to GPC, Seller must: (i) notify GPC of the form of Eligible Collateral Seller intends to provide to meet Seller's initial Performance Security obligation; and (ii) if Seller

intends to post a Letter of Credit or Guaranty as Eligible Collateral, provide a draft Letter of Credit or Guaranty to GPC for review and approval.

Once approved, Seller must deliver Eligible Collateral to:

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

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

**4.8. Bid Preparation Costs.** All costs related to preparation of any Bid in response to this ESS 500 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 ESS 500 RFP.

## PART 5. COMMUNICATION

**5.1. Monitored Communications.** Before a winning Bid advances to an Awarded Contract, all communications regarding this ESS 500 RFP must be conducted through the IE and will be confidential. Communications may include a meeting or conference call with a Participant, attended by the IE and GPC, to discuss the Participant's questions regarding the RFP Process or Submission(s), unless the Participant declines such a meeting. The IE is also allowed to conduct conference calls with a Participant, Staff, and GPC to clarify or resolve issues with a Submission or the RFP Process. Staff may, but is not required to, participate in the discussions.

**5.2. Communication Before Submissions.** Under the RFP Rule, a Participant may not contact any Evaluation Team member concerning any aspect of this ESS 500 RFP. Each Participant and interested Person registered on the IE Website may submit questions concerning this ESS 500 RFP, the RFP Documents, or Submission evaluation on the "Comments & Questions" page of the IE Website. The questions and GPC's responses will be posted on the IE Website for viewing by all registered users of the IE Website. Participant will have a confidential Bid Book on the IE Website once the Bid Period commences and Participant initiates the Submission process. A Participant may ask Site-specific and Facility-specific questions using the "Questions" feature on the IE Website. Communications submitted through a Bid Book are not seen by other Participants and are only viewed by the Evaluation Team, IE, and Staff. The Evaluation Team will endeavor to promptly respond to each message. Any question posted to the confidential message board that the IE determines to be generic in nature, and not unique to a specific Site or Facility, may be transferred to the public Questions tab on the IE Website.

**5.3. Communication After Submissions.**

**5.3.1. Bid Books, Message Board.** Once the Bid Period commences and Participant initiates the Submission process, each Participant will have a confidential Bid Book on the IE Website, where Participant posts all RFP deliverables and all messages from IE to Participant are available to Participant. Participant may ask Site-specific and Facility-specific questions using the confidential message board. Questions submitted on the message board are not available to other Participants and are only viewed by the Evaluation Team, the IE, and Staff. The Evaluation Team will reply to each question posted on the message board, after review and consultation with the IE and Staff. All questions determined by the IE to be generic in nature, and not unique to a

specific Site or Facility, may be transferred to the "Comments & Questions" page of the IE Website so that all Participants and registered users have the benefit of the question and response.

**5.4. Listing Determination.** The status of a Submission is confidential information, and Participants must not disclose the status of any Submission. GPC will not publicly announce the Conforming List, Competitive Tier, Short List, or Release List. The identity of the winning Submission(s) and winning Participant(s) will become public information when GPC requests Certification of the related Awarded Contract or Company-Owned Proposal, if any.

**5.5. After Execution of the Awarded Contract.** A winning Participant may not announce its status as a winning Participant or execution of an Awarded Contract via a press release or any other method of public communication without GPC's prior, express written consent. A winning Participant is responsible for ensuring that its winning Submission status remains confidential and is not announced by any Affiliate, Representative, or contractual party.

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

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

**5.7. Confidentiality and Photographs for Site Compliance.**

**5.7.1. Submission Information.** Each Bidder must not disclose Bid Information to others, including the ongoing status of its Bid(s) or the information exchanged and discussed between Bidder and GPC, Staff, or the IE (which exchanges and discussions must occur under the guidelines of this ESS 500 RFP and the RFP Rule), except that Bidder may disclose Bid Information to: (i) Staff; or (ii) Bidder's Representatives as reasonably necessary for Bidder to submit a Bid in this ESS 500 RFP, so long as a condition precedent to the permitted disclosure to Bidder's Representative(s): (a) Bidder must direct its Representative(s) not to disclose Bid Information; and (b) the Representative(s) must be subject to a contractual obligation to maintain confidentiality of Bid Information. If the Representative cannot be made subject to a contractual obligation to maintain confidentiality of Bid Information, Bidder must obtain GPC's written consent before making the disclosure.

**5.7.2. Bidder's Confidential Information.** GPC will take reasonable precautions and use reasonable efforts to protect any Confidential Information contained in a Bid, so long as Bidder clearly identifies the information as Confidential Information on each page on which it appears. GPC may, however, make Bidder Confidential Information available under applicable state or

federal law to Governmental Authorities having jurisdiction over this ESS 500 RFP. GPC may also release information to: (i) the IE and Staff as needed to monitor this ESS 500 RFP; (ii) regulated retail Affiliates; (iii) SCS; or (iv) affected entities who have a need to know to assist in Bid evaluation, so long as the entities agree to observe the same care regarding non-disclosure as GPC. Additionally, GPC may, under the terms of the pro forma PPA, share Facility-specific information with the new Facility owner if the Seller assigns or otherwise transfers control of the Facility to a new owner. If the winning Bidder/Seller elects to sell the Facility, GPC may share the winning Bidder's/Seller's Confidential Information (e.g., reliability or information on operations) with prospective buyers who are identified by Seller, to ensure future performance in accordance with the PPA. **Under no circumstance will GPC (including its Affiliates, and the officers, directors, employees, representatives, or agents of any of them) or the IE or Staff be liable for any damages resulting from any disclosure before, during, or after the RFP Process.**

**5.7.3. Photographs of Facility or Site.** At GPC's request, Seller must provide GPC with photographs of the Facility or Site that may be used by GPC for verification of Seller's compliance with this ESS 500 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 ESS 500 RFP and related documents.

## PART 6. BIDDER ATTRIBUTES

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

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

**6.3. Project Development Experience.** Each Bidder must provide an executive summary of **no more than 5,000 words** describing its development experience for the past five years where: (i) Bidder (or, if Bidder is a special purpose entity created for purposes of bidding into this ESS 500 RFP, Bidder's parent (either immediate parent or other applicable upstream entity)), was the primary project developer or member of a consortium or joint venture; and (ii) the proposed facility was similar in size, was located in the United States, and utilized the same technology. Such summary must include: (a) the total number of projects and the capability (MW) of each facility Bidder currently owns and operates in the United States; (b) a description of the experience of the principal members of Bidder's project team; and (c) information on who will be responsible for design, siting, permitting, financing, construction, and, in the case of a PPA Bid, on-going operation and maintenance of the Facility, if known. In the absence of such expertise and experience in any such area, Bidder must demonstrate it has binding arrangements in place with third parties who do possess the requisite expertise and experience and must provide a certification from an independent, registered engineer acceptable to GPC to the effect that the Bidder's arrangements are sufficiently firm and binding as to provide a comparable level of experience and expertise. At a minimum, GPC will require the successful Bidder(s) who enter into a PPA to demonstrate that they possess, or have binding arrangements with others who possess,

current experience greater than three years in operating and maintaining or arranging for the operation and maintenance of similar generation.

**6.4. Bidder Contract Counterparty History.** Each 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 early termination. Each Bidder also must list any instances where Bidder or any Affiliate withdrew a project from any solicitation offered by GPC or any of its Affiliates after being identified as part of the Competitive Tier (or equivalent process) in the last five years. Each Bidder must identify and describe any dispute between Bidder or any of its Affiliates and GPC or any of its Affiliates (including all direct and indirect subsidiaries of Southern Company) that: (i) remain unresolved; or (ii) occurred within the last five years but have been resolved. In addition, each Bidder must identify any dispute with other off-takers that have progressed to any claim, litigation, or action that has been initiated with a court, Governmental Authority, or any other formal dispute resolution process. If Bidder or any of its Affiliates currently owe any outstanding past due debt to GPC or one of its Affiliates, Bidder must also disclose this and provide details regarding the reason for non-payment. Before further consideration of such Bidder's Bid, Bidder may be required to resolve any undisputed outstanding debt to the satisfaction of all parties.

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

**6.6. Intentional Inclusion.** GPC is committed to supporting intentional inclusion within GPC's own decision-making, hiring and promotion, and daily operations. GPC encourages its counterparties, service providers, consultants, and supply chain vendors to promote similar efforts. To be considered for this non-price factor, Bidder must complete the Intentional Inclusion Certificate found in Exhibit E (*Intentional Inclusion Certificate*).

## PART 7. SUBMISSION REQUIREMENTS

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

**7.2. Effect of Bid Submission.** Each Participant's Submission will constitute Participant's acknowledgment and acceptance of all terms, conditions, and requirements of this ESS 500 RFP. GPC is not required to contact any Participant to obtain any omitted information.

**7.3. Alternative Bids; Multiple Submissions; Bid Fees.**

**7.3.1. Alternative Bid.** Bidder may submit a separate, mutually exclusive Bid that offers a Facility located on the same Site and using the same POI as another Bid, so long as the separate, mutually exclusive Bid offers: (i) varying PPA Term lengths; or (ii) varying PPA pricing structures (i.e., Escalating Pricing and non-Escalating Pricing) ("**Alternative Bid**"). The placement of a Bid on the Release List will not affect GPC's evaluation of the Alternative Bid.

**7.3.2. Multiple Submissions.** Participants may submit multiple Submissions into this ESS 500 RFP. Except for an Alternative Bid, GPC will not accept contingent Submissions (i.e., a Submission that is dependent upon another Submission's outcome). For example, GPC will not accept Submissions where Participant submitted multiple Submissions for several Sites but is only willing to develop a limited number of those Facilities or requires a combination of the Submissions to be advanced together. Additionally, Bidder must not aggregate multiple Facilities from one or more Sites to meet the minimum MW required to be submitted in this ESS 500 RFP.

**7.3.3. Bid Fees.** If Bidder submits separate Bids, including Alternative Bids, that vary regarding certain critical parameters, including the Site, output, or electrical characteristics, Bidder must pay the Bid Fee ($20,000.00) for each Bid. PPA Alternative Bids for 10-, 15-, 20-, or 25-year Terms with all performance and pricing characteristics remaining the same will be considered one Bid. A maximum of three Alternative Bids will be covered under one Bid Fee.

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

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

**7.4.2. Site Control Affidavit.** Each Participant must submit a notarized Site Control Affidavit that affirms Participant has obtained Site Control during the PPA Term or Company-Owned Proposal Facility design life, as applicable. The form Site Control Affidavit is attached as Exhibit B (*Form of Site Control Affidavit and Landowner Confirmation*). Participant may be required to submit further evidence of Site Control, as and when deemed necessary by GPC.

**7.4.3. Bidder Variable Interest Entity Certification.** Depending on the PPA Term and the business structure, a PPA Bidder may choose to adopt accounting and tax rules that may require: (i) that a PPA, or components of the PPA, be accounted for by GPC as a lease; or (ii) Seller under the PPA be consolidated as a VIE onto GPC's books. Because GPC is unwilling to be subject to accounting or tax treatment that results from VIE treatment, each Bidder is required to certify, using the form found in Exhibit H (*VIE Certification*), its independent belief that the Bidder's Bid will most likely not require the Seller at any time over the proposed PPA Term to deconsolidate on its books and records any assets, liabilities, cash flow, profits, or losses where GPC is determined to be the Primary Beneficiary.

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

**7.4.5. Organizational Chart.** Each Bid must include an organizational chart that identifies (by name and state of organization) all related Affiliates or special purpose entities. If Bidder intends to form a new special purpose entity or subsidiary to become the Awarded Contract counterparty,

GPC requests that Bidder disclose this intent as part of the Bid, and in any case, it must be disclosed by no later than the Day after Bidder is notified of the Bid's advancement to the Short List. Any Bidder using or planning to use a special purpose entity or subsidiary as the Awarded Contract counterparty (i.e., Seller), must include a proposed organizational chart clearly showing the relationship to the special purpose entity or subsidiary, as applicable.

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

**7.4.7. Pro Forma PPA Markup Required.** In accordance with the RFP Rule, prospective Bidders were given an opportunity to comment on the RFP and pro forma contracts during a public review and comment period. Upon Commission approval of the RFP Documents, the concepts and material risk allocation provisions of the pro forma PPAs are non-negotiable except as provided in this Section 7.4.7 (*Pro Forma PPA Markup Required*). Each PPA Bid must include a mark-up of the pro forma contract that most closely applies to the Bid with: (i) all blank spaces (including exhibits) completely filled in except those that are to be completed by GPC; (ii) any proposed change to the pro forma PPA shown with specificity in the mark-up and accompanied by a summary of changes; and (iii) a statement by the Bidder that the terms and conditions of the applicable pro forma PPA, as non-materially modified by the Bidder, are acceptable to Bidder. If the Bid is conditioned on any change to the applicable pro forma PPA, then Bidder must expressly so state and must provide the specific language proposed by Bidder by redlining a copy of the appropriate pro forma PPA attached to the Bid, such that it shows the specific additions (**bold and underlined**) and deletions (~~strike-through~~) that Bidder proposes.

**A. Pro Forma PPAs.** GPC developed two pro forma PPAs, with generally consistent provisions; however, Bidder must note that this reflects general terms and conditions and each pro forma PPA reflects technology-specific terms and conditions. For any deviation between the terms and conditions of this RFP and the terms and conditions of the applicable pro forma PPA, the terms and conditions of the specific pro forma PPA will control. The pro forma PPAs assume the ESS is a BESS. Alternate ESS technology may require modification of the pro forma PPA.

**(i). Assumptions.** The two pro forma PPAs include: (a) ESS with Renewable Resource; and (b) Standalone ESS, including an option to pair the ESS with a Renewable Resource committed under a separate PPA. The two pro forma PPAs are based on several assumptions that may or may not apply to a Bid. Examples of assumptions are: (I) the proposed Facility is a New Resource; (II) the Seller is not itself a Creditworthy entity; and (III) the Bid offers a BESS. For more details on these assumptions, please see the applicable pro forma PPA.

**B. Material Conformance.** Each Bid must conform to the applicable pro forma PPA in all material respects, except where: (i) Bidder offers revisions that GPC, in coordination with Staff and the IE, determines do not materially affect the value to customers and risk allocation inherent in the pro forma PPA provisions; or (ii) the pro forma PPA assumptions do not conform to the specific characteristics of a Bid. For example, the pro forma ESS with Renewable Resource PPA assumes the Renewable Resource that is paired with the ESS is a solar facility. A Bidder offering a CAES Facility, or an ESS with Renewable Resource technology other than solar, must mark up the pro forma PPA to reflect its proposed Facility parameters.

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

**7.6. No Changes after Bid Period Concludes.** Once the Bid Period closes, Participant will not be allowed to make any change to the Submission that would impact GPC's evaluation of the Submission, except as described in Section 4.3 (*Refreshed Submission Pricing*), Section 7.6.1 (*Submission Deficiencies*), and Section 7.6.2 (*Bid or Company-Owned Proposal Errors*).

**7.6.1. Submission Deficiencies.** After the Submission deadline, the IE will review key elements of each Bid and any Company-Owned Proposal to screen for errors and omissions and, if necessary, confirm those elements with the Participant. Any Submission that does not satisfy the applicable requirements of this ESS 500 RFP will be considered a Deficient Submission and may be released. 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. After consulting with Staff and the IE, the Evaluation Team may request that a Bid or Company-Owned Proposal be revised to obtain the best value for GPC's customers. Any requested revision of a Bid or Company-Owned Proposal will be reviewed by Staff and the IE before being addressed with the respective Participant.

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

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

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

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

**7.10. Bid Withdrawal.** Bidder may withdraw its Bid by submitting a Bid withdrawal notice via the "Retract Bid" feature within the Bid Book on the IE Website. If Bidder withdraws its Bid after the Bid submission deadline, Bidder will not be permitted to reopen the Bid at a later date. Bidder will not be entitled to a refund of any fees or any Bid Security if Bidder withdraws its Bid.

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

**8.1. Staff and IE Oversight/Evaluation.** In accordance with the RFP Rule, Staff and the IE actively and contemporaneously monitor all aspects of GPC's evaluation process for transparency purposes. Staff and the IE will review all Submissions and conduct an independent evaluation of the resources offered to GPC in this ESS 500 RFP. Staff and the IE are permitted access to all documents and information utilized by GPC in its evaluation. GPC, Staff, and IE will meet to

discuss and finalize the Competitive Tier and, after further evaluation of the Competitive Tier, the Short List, including Bids identified for Awarded Contract award and any Company-Owned Proposal identified for inclusion on the Short List.

**8.2. Criteria.** All Submissions in this ESS 500 RFP will be evaluated in accordance with the evaluation criteria and structure described in Exhibit F (*Overview of Evaluation Methodology*). GPC reserves the right to contact any Participant through the IE Website to request additional information on any aspect of a Submission. GPC also reserves the right to request that the IE contact any Participant for additional information or to cure a deficiency identified in a Submission.

**8.3. Initial Review.** Submissions that are complete and conform to RFP requirements will be evaluated to establish an initial ranking before the Refreshed Submissions Process.

**8.4. Competitive Tier Identified.** Under the oversight of the IE and Staff, GPC will evaluate all Submissions and determine a Competitive Tier that consists of the most competitive Submissions. An appropriate selection of Submissions meeting GPC's requirements will advance as the Competitive Tier for additional evaluation. A Participant whose Submission(s) advanced to the Competitive Tier or Short List, or is released from this RFP, will be notified in accordance with the Solicitation Schedule. In addition, all Submissions in the Competitive Tier will undergo a comprehensive environmental review to ensure compliance with the requirements of this RFP, including the Environmental Assurances Guidance Document.

**8.5. Bidder to Post Bid Security.** Bidders with Bids that advance to the Competitive Tier must post Bid Security, as discussed in Section 4.6 (*Bid Security*), before further detailed evaluation may occur.

**8.6. Bid Lists.** In accordance with the Solicitation Schedule, upon completion of the Competitive Tier evaluation, Participant will be notified if its Submission is on the Short List, Reserve List, or Release List. Using the IE Website, the Evaluation Team will contact each Bidder with a Bid advanced to the Short List to finalize and execute the PPA. A Submission on the Reserve List is a Submission that is essentially on a waiting list that will continue to be under evaluation and may move on to the Short List if a Short List Participant withdraws or is unable to proceed. A Submission on the Release List was determined to be non-competitive and will no longer be considered for advancement in this ESS 500 RFP. Release List determinations are final and will not be reconsidered. By the end of the RFP Process, all Submissions not placed on the Release List and not advanced for contracting will be placed on the Reserve List. When GPC executes the winning PPAs and files the executed Awarded Contracts with the Commission, all unadvanced Bids and Company-Owned Proposals will be placed on the Release List.

**8.6.1. Short List.** After full evaluation of the Competitive Tier Submissions, successful Competitive Tier Submissions will advance to the Short List. Short-listed Submissions will be re-evaluated and compared before GPC finalizes any decisions regarding its choice of resource(s) to meet identified needs. Each Bidder with a Bid advanced to the Short List for further evaluation must also provide the following information, as applicable and if requested by GPC in consultation with Staff and the IE: (i) updates to the construction schedule; (ii) a current Site plan; (iii) equipment delivery schedules; (iv) draft certificates of insurance; and (v) any financial and business data associated with the Seller, the Facility, or the PPA. Requested information may include data supporting the economic life, the fair value, investment tax credits associated with the Facility, or other costs associated with the Facility, including debt specific to the asset proposed. Financial data contained in Bidder's financial statements (e.g., income statements or balance sheets) may also be required.

**8.7. Awarded Contract Execution.** GPC will award and execute Awarded Contracts with the Winning Bidders whose Bids are on the Short List. Upon finalization of the Short List, Winning Bidders will

be notified and asked to meet with GPC and the IE, and with Staff who choose to participate, to discuss execution of the Awarded Contract. A Winning Bidder will enter into the applicable and conforming pro forma PPA GPC. GPC and Winning Bidder will coordinate to execute the PPA by the date set forth in the Solicitation Schedule.

**8.8. Rejection of Submissions.** GPC reserves the right, without qualification and in its sole discretion, to reject as non-responsive any Submission for failure to meet any RFP requirement. If GPC discovers that any Bidder violated this ESS 500 RFP or otherwise violated the spirit and intent of this ESS 500 RFP, GPC has the right to reject any related Bids, which may also further affect the Bidder's participation in any future programs offered by GPC. By way of example and not by limitation, the following will constitute a non-responsive Bid: (i) a Bid offering non-firm capacity; (ii) an uncured, incomplete, or non-specific Bid; or (iii) a Bid that fails to materially comply with the provisions of the applicable pro forma PPA. GPC further reserves the right, without qualification and in its sole discretion, to decline to enter a PPA with any Bidder for any reason. GPC will not refund any Bid Fee or other costs associated with any Bid for any reason, including GPC's rejection of the Bid or failure by Bidder to execute an Awarded Contract.

**8.8.1. Rejection of Bid for Failure to Respond or Comply with Deadlines.** GPC reserves the right to reject any Deficient Bid at any time if Bidder fails to submit required information, make a required payment, or otherwise provide to GPC any required deliverable by the deadline set forth in this ESS 500 RFP (and any date in the Solicitation Schedule as revised, if applicable). A question asked by a Bidder regarding a deadline does not extend the deadline. If a Bid is found to be a Deficient Bid, then it may be placed on the Release List and released from this ESS 500 RFP. GPC is not required to contact any Bidder to obtain any omitted information.

**8.8.2. Rejection of Bid for Environmental Concerns.** GPC reserves the right to reject any Bid at any time if the siting or construction of the proposed Facility presents an environmental or archeological impact or risk that: (i) cannot be mitigated or overcome within the timeframe of this ESS 500 RFP; or (ii) potentially undermines GPC's environmental stewardship efforts. The archeological risks and impacts may include, for example, the presence or discovery of any archaeological, historical, religious, or cultural site, place, artifact, or monument.

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

**8.8.4. Rejection of a Bidder's Request that Conflicts with GPC Policy.** If Bidder requests that GPC take any action that conflicts with GPC's business policies and procedures, GPC will not honor Bidder's request and will inform Bidder of the conflict. In such case, GPC may reject the Bid.

**8.9. GPC Discretion in Contracting.** GPC reserves the right, without qualification and in consultation with the IE and Staff, to reject any, all, or portions of Bids received for failure to meet any criteria, and further reserves the right, without qualification and at its sole discretion, and in consultation with the IE and Staff, to decline to enter into an Awarded Contract with any Bidder. **Any Bidder who submits a Bid in response to this ESS 500 RFP waives the right to claim any recourse**

**against GPC or any of its Affiliates or IE for either rejection of Bidder's Bid(s) or for failure to execute an Awarded Contract for any reason.**

**8.10. Fees Nonrefundable.** Bid Fees submitted by any Bidder will not be refunded (unless otherwise determined in the sole discretion of GPC) in the case of any modification or withdrawal of this ESS 500 RFP, rejection of any Bid, or failure to execute an Awarded Contract.

## PART 9. QUALIFYING FACILITIES

**9.1. Qualifying Facility Participation.** In accordance with PURPA and applicable Commission Orders in Dockets 4822 and 19279, Qualifying Facilities (QFs) may be eligible for a capacity payment because GPC seeks to fill a capacity need through this ESS 500 RFP. QFs sized larger than 30 MW must compete in this ESS 500 RFP, including submission of a Bid by the Bid Due Date. QFs sized 30 MW or less must submit a QF notice of intent (available on the IE Website) in accordance with the Solicitation Schedule. Eligibility for capacity payments is subject to execution of a Standard Offer Power Purchase Agreement and compliance with applicable availability requirements. Additional details regarding QF participation requirements are available on the IE Website and GPC's QF Program website (https://www.georgiapower.com/business/products-programs/business-solutions/qualifying-facilities.html).

## PART 10. CERTIFICATION

**10.1. Awarded Contract Certification.** Following completion of the ESS 500 RFP evaluation and award process, GPC will seek Commission Certification, under O.C.G.A. § 46-3A-4, of each Awarded Contract executed with this ESS 500 RFP. The Certification process may take place under a separate Commission Docket and may take up to six months to complete, unless otherwise expedited by the Commission Procedural and Scheduling Order. GPC's performance of an Awarded Contract is conditioned on the Commission issuing a certificate approving the Awarded Contract in a timely manner without material qualification or condition adversely affecting GPC; otherwise, the Awarded Contract will provide that GPC may terminate the PPA without any further obligation. In addition to GPC's Awarded Contract obligations being contingent on Commission approval, GPC's obligations are also contingent upon GPC continuing to have a need for capacity and energy for the identified need years.

**10.1.1. FERC Acceptance.** Performance of an Awarded Contract is also conditioned upon, if required by applicable law, FERC issuing an order accepting the Awarded Contract in a timely manner and without material qualification or condition adversely affecting either party to the Awarded Contract; otherwise, the Awarded Contract will provide that either party may terminate the Awarded Contract without any further legal obligation.

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

# EXHIBIT A – INTERCONNECTION AND DELIVERY REQUIREMENTS

**Each Participant is responsible for determining all transmission interconnection and delivery-related rules, practices, and policies with which Participant must comply. Each Submission must comply with this Exhibit A (*Interconnection and Delivery Requirements*).**

## PART 1 INTERCONNECTION AND DELIVERY REQUIREMENTS – GENERAL

**1.1 Transmission Projected Commercial Operation Date.** GPC may decline to advance a Submission to the Short List or to execute an Awarded Contract with any Bidder if, in GPC's opinion, transmission facilities cannot be constructed in time to achieve Commercial Operation by the date offered in the Submission.

**A. Submission Lead-Time Assumptions.** Each Submission must describe the Facility's current status within the applicable interconnection process and Participant's ability to meet the RCOD based upon the applicable interconnection process timeline.

**B. Interconnection Agreement Required.** Each winning Participant must have or enter into an IA for interconnection to the Southern Company Transmission System. Each Participant must contact the Interconnection Provider (Southern Company Services, Inc.) to obtain all relevant information and interconnection requirements. **A Submission in response to this ESS 500 RFP does not constitute an interconnection request or an IA**. Participant is solely responsible for all fees, deposits, and other charges regarding Participant's interconnection request and the IA. At any point in time, the Facility is prohibited from delivering output to the POI that exceeds the lesser of the generating/discharge capacity or the Interconnection Limit.

**C. Timing and Notification of Initiating Interconnection Process (New Facility).** At the time of Submission, Participant must indicate if there is an existing interconnection request for the Facility (either in active study stage or if there is an IA that is in suspension), and if so, Participant also must identify the request number/identifier and status.

If Participant has an IA in suspension, by no later than seven Days after notification that the Submission advanced to the Short List, Participant must initiate the process to move the IA out of suspension and into active status.

**1.2 Procedure Guidance.** Participant's interconnection request will be subject to FERC rules, including those set forth in FERC Order No. 2023 ("**Order 2023**").

**A. Annual Cluster Study.** Absent further guidance regarding Order 2023, all Participants with Submissions advanced to the Competitive Tier must have submitted a complete and valid interconnection request by no later than the date necessary for inclusion in the 2026 Annual Cluster Study, except for Participants offering Facilities that will request and are eligible for Surplus Interconnection Service.

**B. Surplus Interconnection Service.** Participant may be eligible to interconnect its proposed Facility using Surplus Interconnection Service under the OATT and pursuant to a surplus interconnection service agreement ("**SISA**"). "**Surplus Interconnection Service**" allows a facility to utilize unused interconnection capacity at an existing POI, without requiring new Network Upgrades, provided certain criteria are met. Participant's eligibility depends on the availability of unused transmission rights under an existing LGIA and whether the proposed Facility meets the technical and operational requirements set forth in applicable FERC regulations and OATT. In general, the Surplus Interconnection Service process is as follows:

**(i)** Participant must identify an existing LGIA with available unused interconnection capacity that may accommodate the proposed project.

**(ii)** Participant must submit a Surplus Interconnection Service request through Southern Companies' OASIS, in accordance with Attachment V of the OATT and applicable FERC Order 845 and Order 2023 provisions, and provide all required information.

**(iii)** SCS will conduct a study to determine if the Facility can be accommodated using the existing interconnection service without Network Upgrades. If upgrades are needed, the Facility is not eligible for Surplus Interconnection Service.

**(iv)** If the Facility is eligible for Surplus Interconnection Service, Participant must execute a SISA. If Participant is not the interconnection service customer under the LGIA through which Surplus

Interconnection Service is offered: (a) the existing interconnection service customer must also execute the SISA; and (b) Participant must demonstrate its right to use interconnection facilities through a shared facilities agreement.

Participant is solely responsible for: (I) evaluating Participant's eligibility for Surplus Interconnection Service; and (II) initiating and completing the Surplus Interconnection Service request process in a timely manner consistent with the Solicitation Schedule.

**1.3 Evaluation Assumptions.** Submission evaluation will assume that large generator interconnection procedures ("**LGIP**") apply and that Participant has executed or will execute a large generator interconnection agreement (**"LGIA**"). Each Participant must determine all rules, practices, policies, and timelines with which its Facility must comply to interconnect with the Southern Company Transmission System. Participant may obtain additional information on Southern Company's OASIS website at: http://www.oatioasis.com/SOCO/index.html.

**1.4 Participant Cost Responsibility.** Participant is responsible for all Interconnection Study-related costs, in addition to the interconnection costs and risk up to the POI. Interconnection costs generally include equipment such as the Facility generator step-up ("**GSU**") transformer (for conversion up to the interconnecting voltage level), Facility-side generator interrupting device, all Station Service equipment, tie-line (which carries electrical power and communications), any additional equipment (such as a utility-owned interrupting device and metering needed to connect to the transmission facilities), Network Upgrades beyond the POI that are directly assigned (e.g., system protection and Network Resource Interconnection Service ("**NRIS**")-related upgrades), as well as any additional real property for the interconnection substation and access, and any operation and maintenance expenses and administrative costs. In addition, if applicable, Participant is responsible for the cost, risk, and coordination of all Affected System Upgrades. It is Participant's responsibility to determine and consider all information regarding interconnection costs in preparing its Submission.

**1.5 Interconnection Impacts.**

**A. Southern Company Transmission System Interconnection Costs.** Interconnection impacts to the Electric System are unique to the specific design and location of each Facility and may require new or modified equipment beyond the POI. For a Facility interconnecting to the Southern Company Transmission System, any interconnection cost for new or modified equipment on the Southern Company Transmission System beyond the POI (e.g., refundable "Network Upgrades" under the LGIP) will be imputed to the Submission during the evaluation and should not be included in the Submission price. However, as stated above in Section 1.4 (*Participant Cost Responsibility*) of this Exhibit A, any cost associated with Affected System Upgrades are solely Participant's responsibility and will not be reimbursed by GPC.

**B. SCS LGIA Costs.** A winning Participant (e.g., Seller) may be required under the terms of its LGIA to fund or provide security for new or modified equipment beyond the POI (interconnection costs beyond the POI that are refundable "Network Upgrades" per the LGIP/LGIA). However, if Seller incurs interconnection-related costs for new or modified equipment on the Southern Company Transmission System beyond the POI, after the Facility achieves Commercial Operation, the costs will be refunded to Seller or security will be released in accordance with LGIA terms and Southern OATT.

**C. Affected System Interconnection Costs.** If a winning Submission has interconnection impacts to any Affected System, such that the Affected System must add, modify, or upgrade its Electric System, Participant must coordinate with the Affected System with respect to identifying, planning, and construction of, and payment of costs for, the additions, modifications, or upgrades. Participant must contemplate the schedule and cost impacts in each Submission. Any interconnection costs related to the Affected System are Participant's sole responsibility and will not be reimbursed by GPC. Any reimbursement for these costs is a matter strictly between the Affected System and Participant.

**1.6 Delivery Impacts.** For Submissions advanced to the Competitive Tier, GPC will develop a cost estimate for Electric System improvements, if any, to the Southern Company Transmission System, the Georgia ITS, or both, that are necessary to deliver the energy from the POI to GPC's customers. These costs will be imputed to the Submission. Bidders should confer with their interconnection consultants and analysis team to develop an accurate estimate of the potential Electric System improvement costs for their Facility.

**1.7 Short-Term Network Service.** Depending on the location of the proposed Facility, GPC may be able

to obtain Short-Term Network Service earlier than it can obtain long-term firm network service for delivery of the Facility's output to GPC's customers. If studies indicate that Short-Term Network Service could be available that would allow a Submission to advance to the Short List, GPC will so inform Participant as part of the evaluation process after Competitive Tier announcement.

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

**1.9 Facility Not Yet Interconnected to GPC.** The following provisions apply only to a Facility that is not interconnected to GPC at the time of Bid submission.

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

**B. Notice to Proceed.** Notice to proceed requirements for a winning Participant whose Facility will interconnect with GPC depend on the interconnection request/IA status when the Commission issues the Certification:

**(i)** A winning Participant with an active IA must submit a notice to proceed to initiate construction of Interconnection Facilities by the later of 14 Days after the Commission issues the Certification or the date dictated in the LGIA; or

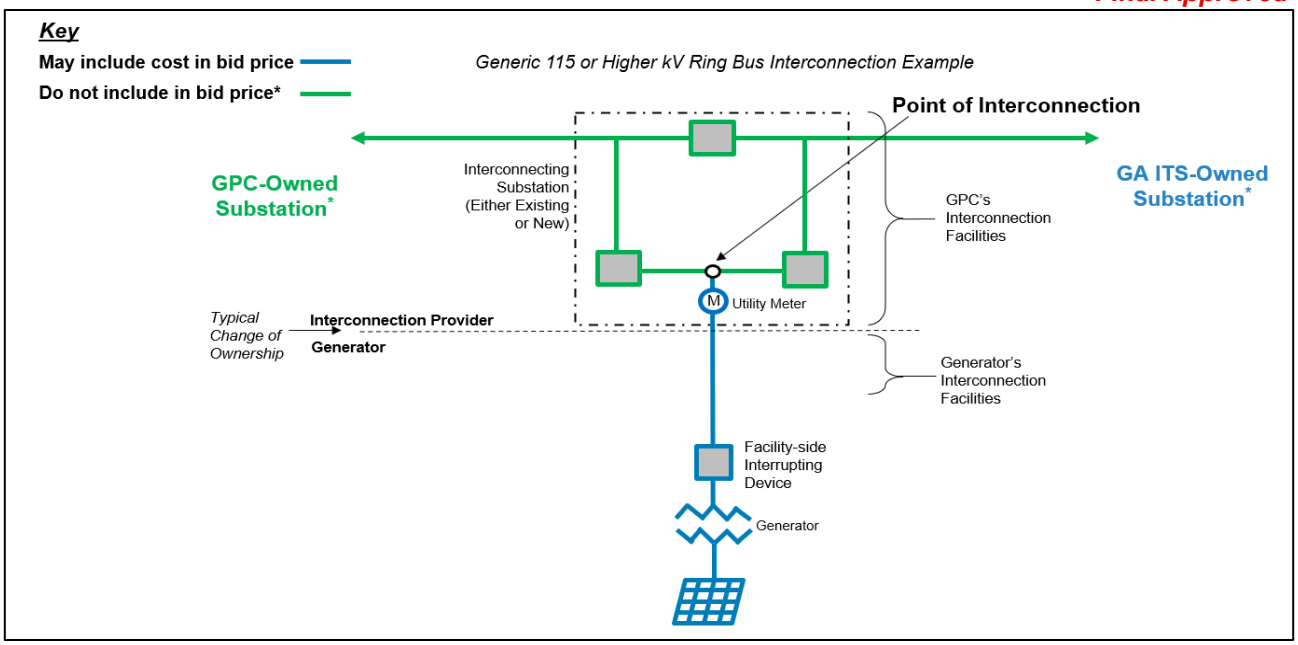
**(ii)** If the interconnection request is still in study phase but the IA has not been finalized, then by no later than 45 Days after the IA is provided to Participant for execution, Participant must submit a notice to proceed to initiate construction of Interconnection Facilities. Depending upon when Participant initiates the interconnection process, Participant may be required to enter into an engineering and procurement agreement with GPC to assume cost responsibility and allow pre-construction activities, such as engineering work and procurement of long lead-time materials, to begin before execution of the IA.

**1.10 Additional Guidance.**

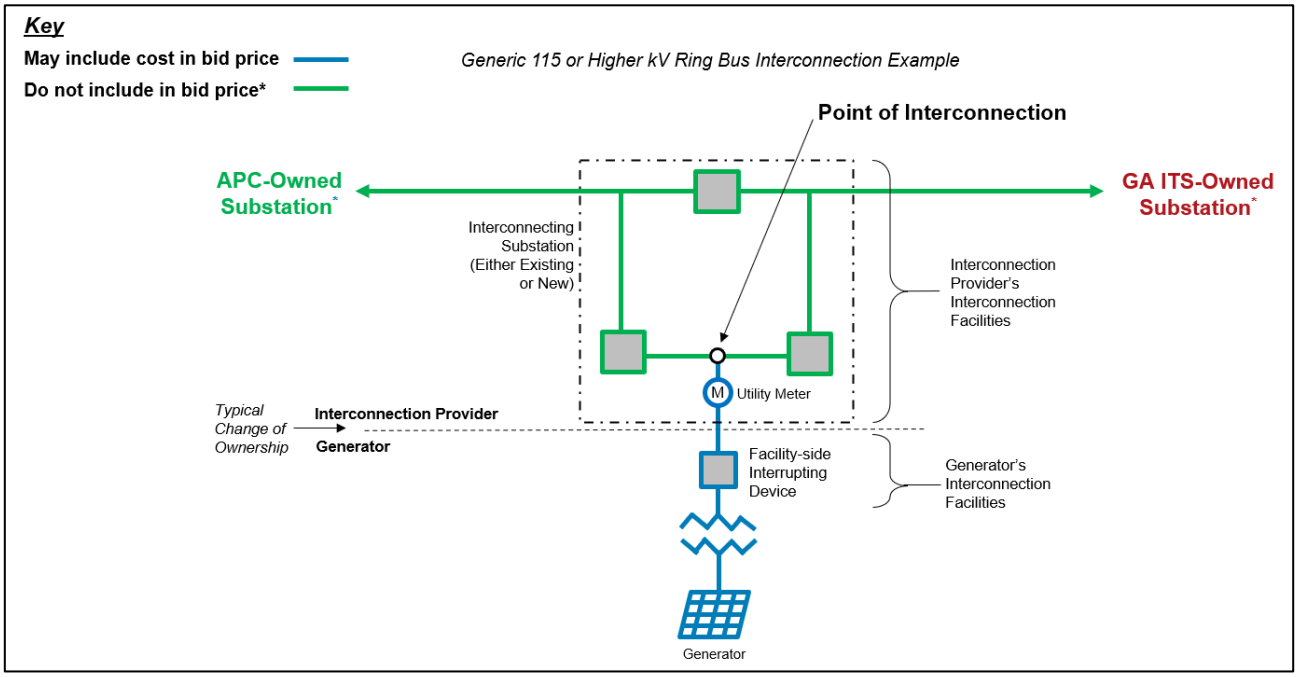
**A. POI.** The POI refers to the point where the Facility connects to the Southern Company Transmission System. The POI is not necessarily the same as the point of change of ownership of equipment.

**B. Sample Diagrams.** The example diagrams below may assist Participant in determining where the POI could be located for its Facility.

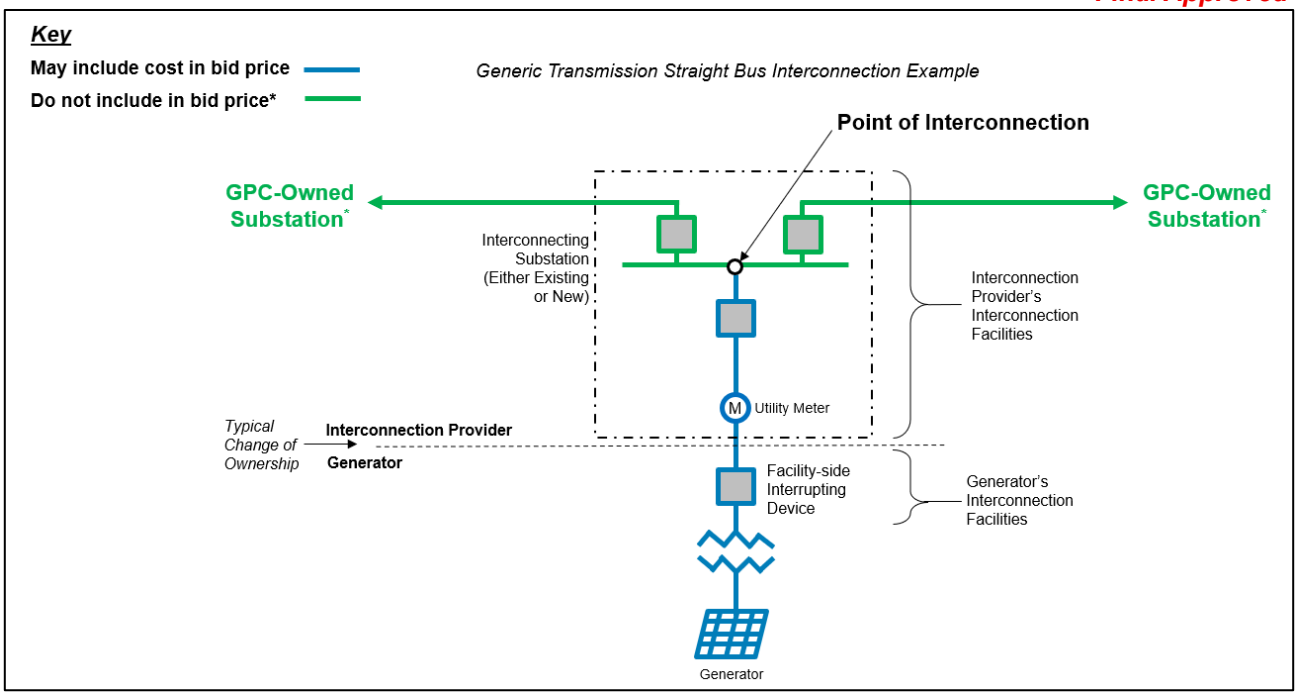
**C. Additional Information.** Information regarding interconnection to the Southern Company Transmission System may be found at Southern Company's OASIS website at https://www.oasis.oati.com/SOCO. Information about Seller's interconnection under the Southern OATT can be found in the *Generator Interconnection*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



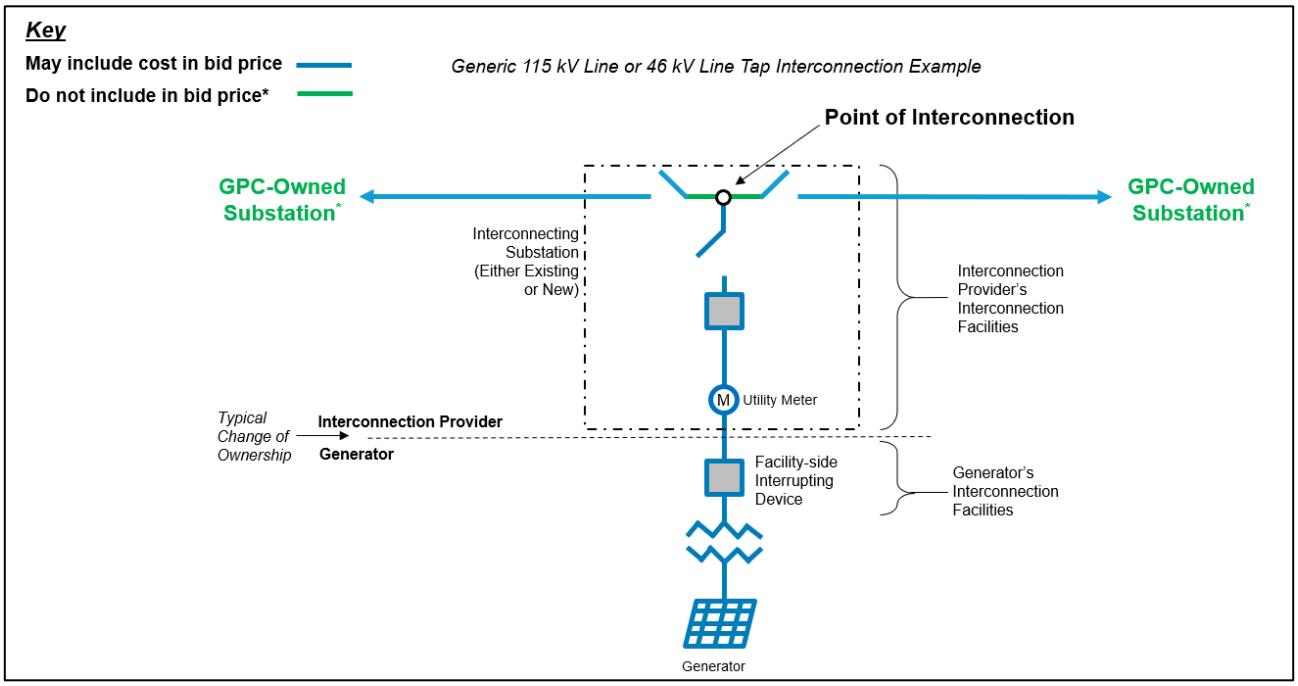

***Any interconnection costs associated with directly assigned interconnection costs (system protection) or Affected System Upgrades beyond the POI may be included in Bid.***




***Any interconnection costs associated with directly assigned interconnection costs (system protection) or Affected System Upgrades beyond the POI may be included in Bid.***




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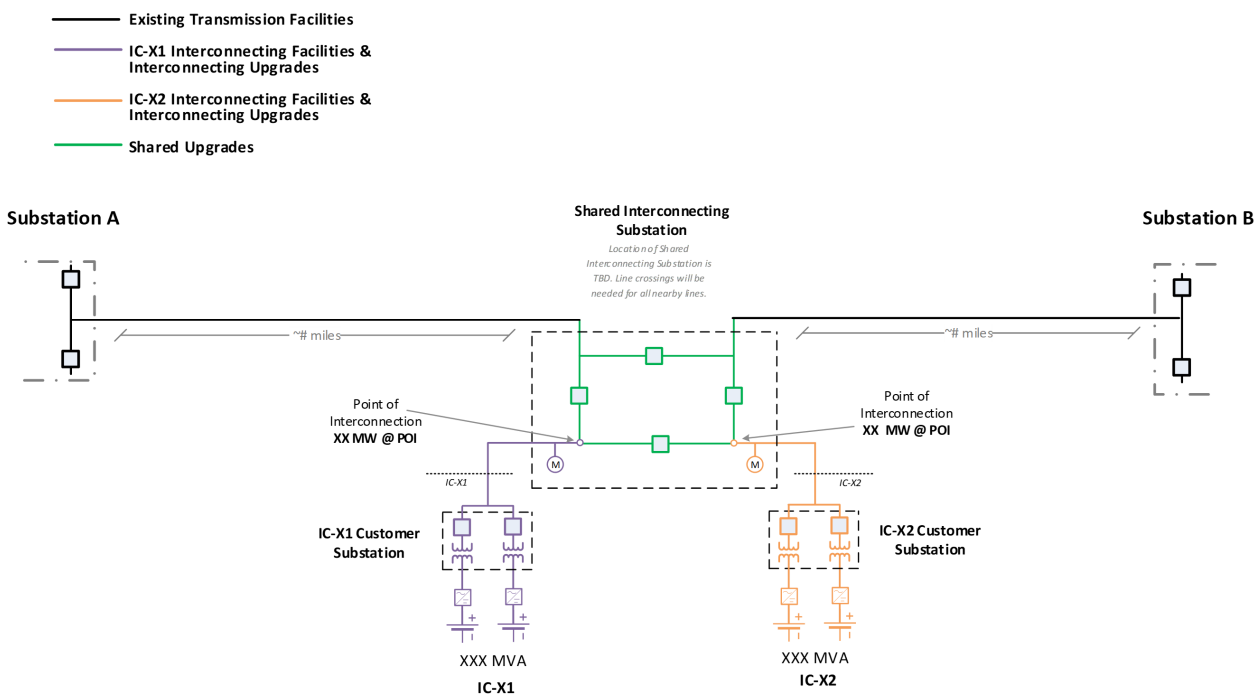
## PART 2 INTERCONNECTION AND DELIVERY COSTS IMPUTED.

In all cases Participant/Seller will be responsible for interconnection costs from its Facility up to the POI. The table below summarizes interconnection and delivery costs beyond the POI that will be either imputed to the Submission or borne by Participant/Seller.

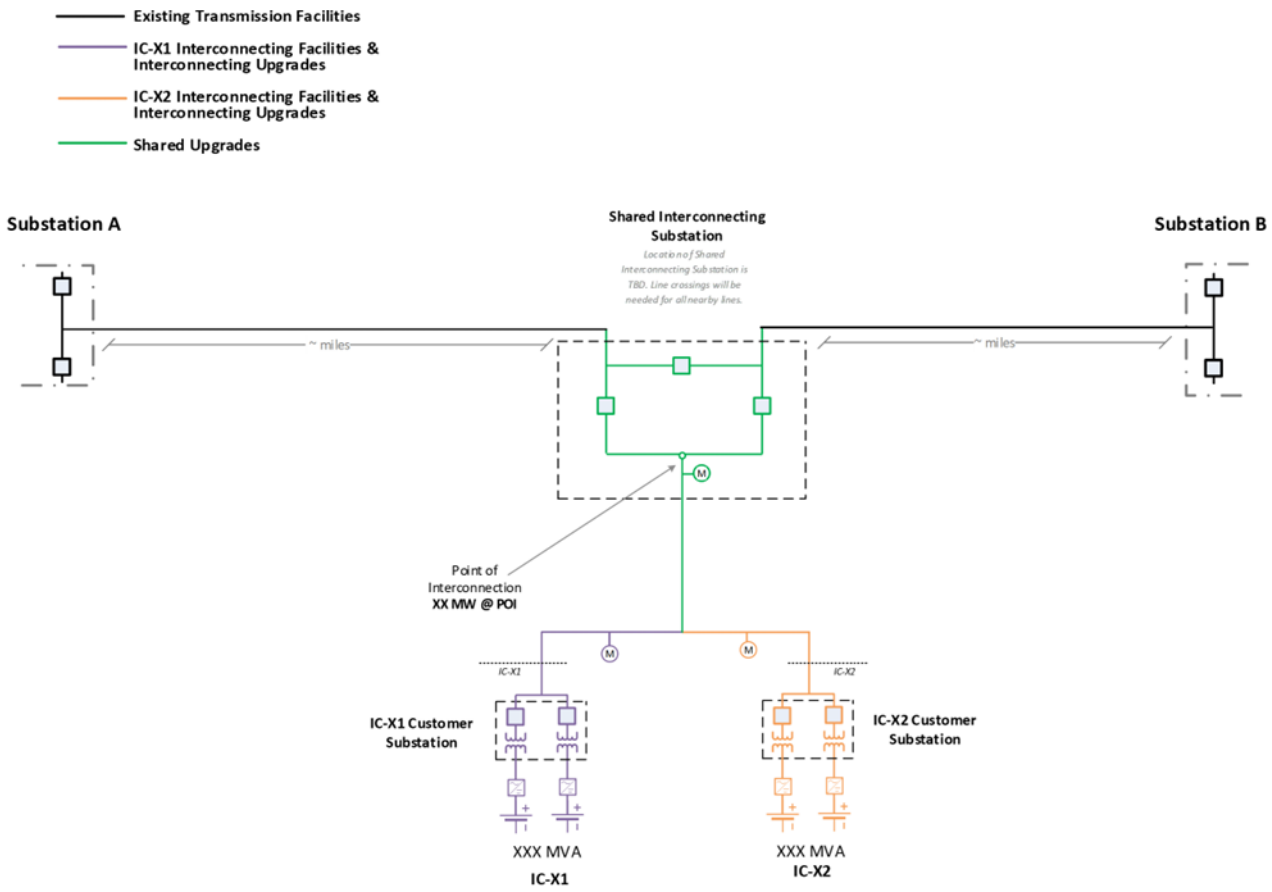
| | **Interconnection to Southern Company Transmission System** |
|---|---|
| **Costs *IMPUTED* to Submission Evaluation** | Interconnection costs in Southern Company Transmission System beyond the POI<br><br>Delivery costs within Southern Company Transmission System or Georgia ITS |
| **Costs *NOT IMPUTED* to Submission Evaluation (cost borne by Seller)** | Any interconnection costs associated with:<br>▪ Directly assigned interconnection costs (e.g., system protection) on Southern Company Transmission System; or<br>▪ Affected System Upgrades beyond the POI with an ITS Participant or other Affected System |

## PART 3 MODULAR BESS FACILITY INTERCONNECTION DESIGN CONFIGURATIONS

**Option A:** Separate Generation Tie Lines and an Independent Collector System for BESS Blocks Committed to GPC (**Preferred by GPC**)



**Option B:** Shared Generation Tie Line and an Independent Collector System for all BESS Blocks (**Allowed but not Preferred by GPC**).



# EXHIBIT B – FORM OF SITE CONTROL AFFIDAVIT AND LANDOWNER CONFIRMATION

#InsertParticipant'sLetterhead

#InsertDate

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

Subject: Georgia Power Company's ESS 500 RFP – Site Control
#Bid No. #BidNumber*OR*#COP No. #COPNumber

Ladies and Gentlemen:

In accordance with the provisions of the Georgia Power Company ("**GPC**") 2025 Request for Proposals for Energy Storage System Resources ("**ESS 500 RFP**"), #ParticipantLegalName# a *OR* an #OrgState# #limited liability company# *OR* #OtherOrgStructure# ("**Participant**"), submits this Site Control Affidavit ("**Affidavit**") in support of #Bid No. #BidNumber on its own behalf and on behalf of the counterparty ("**Seller**") that will execute the #Power Purchase Agreement ("**PPA**")*OR*#COP No. #COPNumber on its own behalf. For Participant to be eligible to participate, Participant or Seller, as applicable, must, among other things, possess Site Control, as defined in this Affidavit. Capitalized words used without definition have the meaning shown in the ESS 500 RFP.

Participant represents, warrants, and covenants the following:

1. The Facility described in the Submission will be located at #Insert parcel number and GPS coordinates of the Site ("**Site**"). Unless indicated below, the ICF 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 ESS 500 RFP Exhibit B (*Form of Site Control Affidavit and Landowner Confirmation*) template, revised to address ICF Site only)

2. Participant or Seller, as applicable, has obtained control of the Site in the form specified below ("**Site Control**") (check one). #Participant*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 #Participant*OR*#Seller and the owner or lessor of the Site)

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

   **If #Participant*OR*#Seller has Site Control under 2(b) through 2(e) above, Participant 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***#Company-Owned Proposal Facility design life.

4. To the extent not otherwise addressed in Paragraph 2, Participant or Seller is or will be the holder of every right-of-way grant, easement, or similar instrument(s) necessary for access to the Site, or otherwise to enable the construction, installation, and commissioning of the Facility and the operation, maintenance, and repair of the Facility during the PPA Term***OR***#Company-Owned Proposal Facility design life.
5. The Site is adequate for the Facility and lawfully zoned for the Facility, or, if not already appropriately zoned, Participant or Seller agrees to obtain appropriate zoning, and all other governmental approvals required for use of the Site. Seller must obtain appropriate zoning and approvals before Seller's execution of the PPA.
6. Participant will promptly notify GPC in writing of any change in the status of Site Control.
7. Upon request, Participant 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. Participant provides below any information currently known regarding land preparation and any environmental, permitting, legal, regulatory, or other matter that might affect Participant's ability to provide to GPC all necessary property rights.

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

**#ParticipantLegalName#**

By:_____

Name: _____

Title (if applicable): _____

Date: _____

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

_____
*Official Signature of the Notary*

**State of _____ County of _____**

***Official Seal of Notary***

***My Commission Expires*:**

**State of _____ County of _____**

***Official Seal of the Notary***

**Landowner Confirmation**

If #Participant***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***OR***#Participant, 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***OR***#Participant 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***OR***#Participant's Site Control during the #stated term of the PPA***OR***#Company-Owned Proposal Facility design life.

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

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

#LandownerLegalName#

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

By: _____

Name Printed: _____

Title: _____

Date: _____

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

_____
*Official Signature of the Notary*

**State of** _____ **County of** _____

***Official Seal of Notary***

***My Commission Expires*:**

## EXHIBIT C – SUMMARY OF FEES, COSTS, SECURITY, AND DEADLINES

For Bidders' convenience, this Exhibit C (*Summary of Fees, Costs, Security, and Deadlines*) includes a general overview of key deadlines and fees, costs, and security under the RFP Documents. Bidders are responsible for fully reviewing the RFP Documents.

| Fee/Security | Due Under | Amount | Required | May Be Required |
|---|---|---|---|---|
| **Bid Fee** | RFP | $20,000 | X | |
| **Bid Security** | RFP | $27/kW based on SDDC. | X | |
| **Winner's Fee** | RFP | Amount not to exceed $1,000,000 (TBD once final amount of Bid Fees and IE cost is known) | X | |
| **Performance Security** | PPA | See Exhibit C, Attachment 1 (*Performance Security and Liquidated Damages Summary*) | | X |
| **Bid Assignments** | RFP | $2,500 per occurrence | | X |
| **Delay Damages** | PPA | See Exhibit C, Attachment 1 (*Performance Security and Liquidated Damages Summary*) | | X |
| **Termination Liquidated Damages** | PPA | For default termination before Commercial Operation, equal to the applicable amount shown in the Performance Security Table (see Exhibit C, Attachment 1 (*Performance Security and Liquidated Damages Summary*)) | | X |

| **Summary of RFP Deadlines** | |
|---|---|
| **Milestone** | **Deadline** |
| **Bid Fee** | By 12:00 PM ET on Bid Due Date |
| **Bid Security Due** | No later than 15 Business Days After Competitive Tier Notice |
| **Winner's Fee** | No later than 10 Days after receipt of notice of the final Winner's Fee amount owed |
| **Performance Security** | No later than Awarded Contract Execution |

# EXHIBIT C – ATTACHMENT 1 – PERFORMANCE SECURITY AND LIQUIDATED DAMAGES SUMMARY

## PPA PERFORMANCE SECURITY AMOUNTS AND LIQUIDATED DAMAGES

1. **Performance Security.** The following formulas provide PPA Performance Security amounts, which vary based on the: (i) PPA Term period; (ii) year of the Delivery Commencement Date; and (iii) Annual Capacity Price. As described further in the pro forma PPA, Seller must adjust its Eligible Collateral during the Term to equal the required Performance Security Amount for the applicable five-year period of the Term. For default termination before Commercial Operation, termination liquidated damages will equal the amount stated for Performance Security. Buydown liquidated damages owed under the PPA will also equal the amount stated for Performance Security.

| Period Range | Baseline Component | Price Component | Required Performance Security |
|---|---|---|---|
| **1 – 5** | = 310e^[2.77% x (DCD Year - 2024)] | = 3 x Average Annual Capacity Price for Annual Periods 1 - 5 | = Greater of $10/kW OR (Baseline - Price) |
| **6 – 10** | = 310e^[2.77% x (DCD Year - 2024+5)] | = 3 x Average Annual Capacity Price for Annual Periods 6 - 10 | = Greater of $10/kW OR (Baseline - Price) |
| **11 – 15** | = 310e^[2.77% x (DCD Year - 2024+10)] | = 3 x Average Annual Capacity Price for Annual Periods 11 - 15 | = Greater of $10/kW OR (Baseline - Price) |
| **16 – 20** | = 310e^[2.77% x (DCD Year - 2024+15)] | = 3 x Average Annual Capacity Price for Annual Periods 16 - 20 | = Greater of $10/kW OR (Baseline - Price) |
| **21 – 25** | = 310e^[2.77% x (DCD Year - 2024+20)] | = 3 x Average Annual Capacity Price for Annual Periods 21 - 25 | = Greater of $10/kW OR (Baseline - Price) |
| **Pre-DCD** | | | = 0.5 x Required Collateral Periods 1-5 |

**For the last Annual Periods, Performance Security is reduced 50%.*
***The resultant calculations will be rounded up to the dollar per kW to determine the required Performance Security amount.*

2. **Delay Liquidated Damages.** Delay Liquidated Damages are daily amounts that Seller must pay for each Day of delay beyond the RCOD in the applicable month and are calculated based on the formula below.

**Delay Liquidated Damages ($/kW/day)** = MVF * [Required Performance Security Periods 1-5 ] ÷ 30

Where:
MVF = Monthly Value Factor for the applicable month
DCD Year = Year of the Delivery Commencement Date, except that for delay liquidated damages DCD year will be based on the RCOD year
PPA Term = PPA Term length
Average Annual Capacity Price Periods 1-5 = The average of capacity price periods 1-5
Average Annual Capacity Price Periods 6-10 = The average of capacity price periods 6-10
Average Annual Capacity Price Periods 11-15 = The average of capacity price periods 11-15
Average Annual Capacity Price Periods 16-20 = The average of capacity price periods 16-20
Average Annual Capacity Price Periods 21-25 = The average of capacity price periods 21-25

# EXHIBIT D – BID ASSIGNMENT GUIDELINES

## PART 1 BID ASSIGNMENT

### 1.1 Overview.

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

**B.** For each proposed Bid Assignment, Bidder and the proposed Bid assignee named in and executing the Consent Request ("**Bid Assignee**") must review the requirements of this Exhibit D (*Bid Assignment Guidelines*) and agree to the GPC Bid Assignment Consent Form included as Attachment 1 (*GPC Bid Assignment Consent Form*) to this Exhibit D ("**Consent Request**").

**C.** These guidelines are limited to Bid assignments during the ESS 500 RFP Bid solicitation phase (each attempted or completed assignment, a "**Bid Assignment**"). For assignments, transfers, or other changes after Awarded Contract execution, the contracting party must comply with requirements in those agreements. For purposes of this Exhibit D (*Bid Assignment Guidelines*) a Change of Control Transaction will be deemed an assignment, subject to the provisions of this Exhibit D. For purposes of this Exhibit D, a "**Change of Control Transaction**" is any transaction or series of related transactions which, if consummated, would result in Bidder being an Affiliate of a different Ultimate Parent Entity immediately after the transaction or series of transactions. For purposes of this definition, the "**Ultimate Parent Entity**" of a Person is the Person who: (i) directly or indirectly controls 50% or more of the outstanding capital stock or other equity interests in the Person; (ii) has ordinary voting power; and (iii) does not itself have an Ultimate Parent Entity.

### 1.2 Notice and Consent Requirements.

**A. Notice Requirements.**

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

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

**B. Consent by GPC.** Bidder must not assign any Bid without GPC's prior written consent. Any attempted Bid assignment without GPC's prior written consent will be void and the original Bidder will remain responsible for all its obligations relating to the Bid. GPC's consent to a proposed Bid Assignment will not create any obligation for GPC to the original Bidder or Bid Assignee beyond GPC's evaluation of the Bid according to the ESS 500 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 ESS 500 RFP or the Commission's orders relating to the ESS 500 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 ESS 500 RFP, including the waiver in RFP Section 8.3 (*Initial Review*).

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

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

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

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

**(ii)** The Bid Assignee meets the Bidder requirements of the ESS 500 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 ESS 500 RFP, including the waiver in RFP Section 8.9 (*GPC Discretion in Contracting*) and to assume all obligations of Bidder under the Bid.

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

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

# EXHIBIT D – 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 2025 Request for Proposals for Energy Storage System Resources***

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

The undersigned Bidder ("**Bidder**") is undertaking a proposed Bid Assignment to the proposed assignee named and signing below ("**Bid Assignee**"), in accordance with RFP Section 7.9 (*Bid Assignments*) and RFP Exhibit D (*Bid Assignment Guidelines*). Bidder and Bid Assignee each acknowledge that the consent of Georgia Power Company ("**GPC**"), if given and evidenced by the signature of an authorized GPC representative below, will not become effective until the effective date of the Bid Assignment reflected in GPC's signature block ("**Bid Assignment Effective Date**") and is contingent upon Bidder and Bid Assignee's full compliance with RFP Section 7.9 and RFP Exhibit D. 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 ESS 500 RFP. Bidder and Bid Assignee, as applicable, each make the following representations as required by RFP Section 7.9 and RFP Exhibit D 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 D (*Bid Assignment Guidelines*), Section 1.3.A (*Bid Assignee Information*).

2. **Confirmation of Assignee Information.**

   Bidder and Bid Assignee each represent and confirm the following:

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

   **(ii)** The Bid Assignee meets the Bidder requirements of the ESS 500 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 ESS 500 RFP, including the waiver in Section 8.3 (*Initial Review*) of the ESS 500 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 D (*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 ESS 500 RFP, including the waiver in RFP Section 8.3 (*Initial Review*); and (vi) agrees to assume all of Bidder's obligations (as applicable) under the Bid, including those associated with the referenced Bid Number upon the Bid Assignment Effective Date of the Bid Assignment.

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

**GPC Signature:**

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

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

# EXHIBIT E – INTENTIONAL INCLUSION CERTIFICATE

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

RE: ESS 500 RFP – Intentional Inclusion
Facility Address: #Address#
Facility Type: #FacilityType#
Contact person for the Site/Facility: #ContactPersonName#

Ladies and Gentlemen:

By #Month #Day, #Year and in accordance with the provisions of ESS 500 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 ESS 500 RFP, which may result in Bidder being awarded a PPA. Capitalized terms used but not defined in this Certificate have the meanings set forth in the ESS 500 RFP.

Bidder understands that GPC is committed to supporting intentional inclusion within GPC as well as externally. To further this initiative, GPC is expanding its inclusion expectations to its counterparties, consultants, and supply chain vendors. By nurturing relationships with a broad range of suppliers and contractors, both big and small, GPC broadens its access to products and services, while demonstrating GPC's commitment to economic inclusion across the state of Georgia. Accordingly, GPC will consider Bidder's intentional inclusion commitments and demonstrated progress as a non-price factor in GPC's ESS 500 RFP if Bidder self-certifies and checks all applicable qualifications in Section 1 (*Self-Certification*) and affirms the covenants in Section 2 (*Bidder Covenants*).

**Section 1: Self-Certification**

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

   □ Yes

   □ No

2. Bidder is one of the following (please check all that apply):

   □ Veteran-Owned Business

   □ Disability-Owned Business

**Section 2: Bidder Covenants**

Bidder covenants that Bidder will:

1. Comply with all applicable employment laws with respect to its recruitment, interviewing, and selection practices;

2. Actively seek screen, and consider qualified small and local suppliers, contractors, and subcontractors that can provide competitively priced, high-quality goods and services;

3. Actively seek to provide employment opportunities in the local community (i.e., near the Facility site); and

4. Demonstrate support and advocacy for intentional inclusion in its business efforts (e.g., hiring and marketing). Bidder certifies that the information provided in this Certificate is based on Bidder's own knowledge and is true and complete.

**#BidderLegalName#**

By: _____

Name Printed: _____

Title: _____

Date: _____

# EXHIBIT F – OVERVIEW OF EVALUATION METHODOLOGY

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

All graphics and tables included in this Exhibit F (*Overview of Evaluation Methodology*) are for illustrative purposes only.

**I. Net Total Cost Evaluation.** The net total cost is the net present value of the generation and transmission aspects of the Submission in dollars per kilowatt ($/kW) of capacity contribution. The generation cost is comprised of both the fixed cost associated with the Submission and the variable cost associated with the operational parameters of the Submission, which will be used in production cost modeling simulations. **For evaluation purposes, each Submission with a Storage Device Discharge Duration of two hours will receive full capacity benefits. GPC will give preference to Submissions with a Storage Device Discharge Duration of two hours.**

**A. Generation Costs – Determining Fixed Costs.**

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

1. The Bidder-specified capacity cost payment (typically quoted in dollars per kilowatt ($/kW) for each year) for PPA Bids;
2. The costs associated with PPA treatment as either an Operating Lease or a Finance Lease, as applicable, if it is determined that the PPA constitutes a lease; and
3. GPC's revenue requirements for the in-service costs for Company-Owned Proposals. These revenue requirements account for depreciation, cost of capital, and taxes.

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

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

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

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

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

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

**C. Generation Costs – Determining the Production Cost Savings.**

The variable generation cost includes the following:

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

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

Evaluation of ESS with Renewable Resource Submissions requires the renewable generation profile to be submitted for inclusion in the production cost simulation. There will be a $/MWh REC component attributed to any Renewable Energy to account for the forecasted value of RECs. Depending on the renewable generation technology and configuration of a paired ESS, a $/MWh integration cost reduction will be applied to any Renewable Energy to account for mitigation of costs arising from actions taken by system operators to respond to the additional volatility on the system from the intermittent nature of Renewable Resources. RECs and integration costs will be evaluated in accordance with the RCB Framework, as approved by the Commission in Docket 56002.

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

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

**Evaluation Task:**
**Determine the Production Cost Savings**

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

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

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

production cost savings are subtracted from the fixed costs resulting in the annual net generation per kilowatt costs; and (iii) the final net generation cost is the accumulated net present value of the annual net generation costs.

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

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

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

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

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

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

Each Submission is analyzed using transmission system computer simulation models to determine if additional transmission network improvements are required to accommodate the proposed Facility. For evaluation purposes, the Submission is assessed the yearly amortized cost of the transmission improvements.

The transmission simulation models include future projections of transmission facilities and planned GPC-owned generation to maintain grid reliability in areas of major load (net of generation).

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

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

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

**Evaluation Task:**
**Determine the Transmission Costs**

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

**Evaluation Task:**
**Determine the Net Total Cost**

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

## II. Due Diligence Portfolio Analysis

The Competitive Tier will be evaluated and ranked using a consistent methodology that identifies the best Submissions based on the net present value of net total cost per kW. To satisfy the capacity need targeted in this ESS 500 RFP, more than one Submission may be selected. A portfolio analysis may be required to determine the best portfolio (combination of two or more) of Submissions that satisfy the identified capacity need.

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

# EXHIBIT G – NON-PRICE CONSIDERATIONS

Although most of the evaluation will focus on price and reliability considerations, GPC will consider non-price attributes when selecting the winning portfolio of Submissions. GPC reserves the right to, in consultation with Staff and the IE, convert any of the items included in this Exhibit G (*Non-Price Considerations*) into appropriate price and cost factors applied consistently within the overall evaluation framework and to all Submissions on a non-discriminatory basis.

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

Participant Qualifications and Portfolio Considerations

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

Schedule for Development of New Resources

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

Resource Attributes (as applicable)

- Lead time for dispatch schedules
- Ability to change schedules daily/hourly
- Minimum schedule and downtime
- Minimum operating level
- Dispatchability characteristics
- Location of Facility

Environmental Impact

- Environmental compliance strategy
- Toxic release inventory emissions in the region
- Future permitting restrictions in the region for other industrial development
- Water requirements
- Endangered species mitigation
- Land use and wildlife impacts

Transmission

- Impact on transmission interface capability
- Transmission delivery risk

Other

- Awards received
- Economic development potential of Facility
- Start date of the project
- Contract history
- Union labor
- Intentional inclusion

# EXHIBIT H – VIE CERTIFICATION

**BID – _____.**

The undersigned individual, being the Chief Financial Officer[2] of #BidderLegalName# a ***OR*** an #OrgState# #limited liability company# ***OR*** #OtherOrgStructure# ("**Bidder**") and **[having responsibilities/based on information I have received from individuals responsible]** for financial accounting matters associated with the power purchase agreement ("**PPA**") that Bidder would enter with GPC if Bidder is a Winning Bidder under the ESS 500 RFP hereby certifies that the transaction resulting from this Bid WILL (_____)/WILL NOT (_____) require Bidder, at any time over the proposed PPA Term and based on U.S. Generally Accepted Accounting Principles in effect as of the date of this certification, to deconsolidate on its books and records any assets, liabilities, cash flow, profits, or losses of Bidder as a result of GPC being determined to be the Primary Beneficiary. My determination of the most likely accounting treatment of this transaction results from my personal consideration, after necessary discussions with relevant officers, of Accounting Standards Codification ("**ASC**") Topic 810, Consolidation, and the following factual matters:

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

   _____Yes

   _____No (please explain)

   Explain:_____
   _____

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

   _____Yes (please explain)

   _____No (please explain)

   Explain:_____
   _____

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

   _____Yes

   _____No

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

   _____Yes (please explain)

   _____No

   Explain:_____
   _____

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

   _____Yes (please explain)

   _____No

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

Explain:_____
_____

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

_____Yes

_____No

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

_____Yes

_____No

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

_____Yes

_____No

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

_____%

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

_____Yes

_____No

The signatory below gives this certification in the undersigned's capacity as an officer of Bidder and not in a personal capacity.

Capitalized terms used without definition have the same meaning shown in the RFP.

**Bidder understands that GPC: (i) will perform an independent assessment of the PPA under ASC 810; (ii) will rely upon this certification in the evaluation of the Bid; (iii) may require further documentation supporting this certification; and (iv) reserves the right to disqualify this Bid if GPC determines that the PPA transaction will result in consolidation by GPC of a VIE.**

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

*By:*_____
*Name:* _____
*Title (if applicable):* _____
*Date:* _____

## EXHIBIT I – FORM OF SURETY BOND

SURETY BOND

# 2025 Request for Proposals for Energy Storage System Resources

COLLATERAL SECURITY PAYABLE UPON DEMAND BY SURETY

* * * * *

---

***PRINCIPAL / BIDDER*** *(Legal Name and Business Address)*

***SURETY*** *(Legal Name and Business Address)*

***CONTRACT DATE***

***BIDDER NO.***

***OBLIGEE***

***SURETY BOND EFFECTIVE DATE:*** _____

Georgia Power Company
c/o Southern Company Services, Inc.
Attn: Assistant Treasurer, BIN SC 1407
30 Ivan Allen Junior Boulevard, NW
Atlanta, GA 30308

---

***AMOUNT OF BOND*** *(equal to the amount required by RFP Exhibit C (Summary of Fees, Costs, Security, and Deadlines), Attachment 1 (Performance Security and Liquidated Damages Summary))*

---

**KNOW ALL PERSONS BY THESE PRESENTS THAT:** PRINCIPAL ("**Bidder**") and SURETY are held and firmly bound to Georgia Power Company ("**GPC**"), a corporation organized and existing under the laws of the state of Georgia, its successors and assigns, in the amount of $[*insert Bid Security Amount*] ("**Bid Security Amount**"), for the payment of which the Bidder and Surety, their heirs, executors, administrators, successors, and assigns, are hereby jointly and severally bound.

**WHEREAS**, Bidder submitted a Bid into GPC's 2025 Request for Proposals for Energy Storage System Resources ("**RFP**"), which was issued by GPC on #Month #Day, #Year, consistent with Georgia Public Service Commission Orders in Docket No. #Number;

**WHEREAS**, GPC advanced Bidder's Bid to the Competitive Tier;

**WHEREAS**, Bidder and Surety acknowledge that, if Bidder withdraws the Bid or the Bid advances to the Short List and Bidder does not execute the Awarded Contract for the winning Bid, the RFP process will be delayed and GPC will be harmed; and

**WHEREAS**, Bidder and Surety desire to furnish this Bond in the Bid Security Amount pursuant to RFP Section 4.6 (*Bid Security*), which requires Bidder to provide Bid Security for a Bid advanced to the Competitive Tier in an amount equal to the Pre-DCD Performance Security amount calculated in accordance with RFP Exhibit C (*Summary of Fees, Costs, Security, and Deadlines*), Attachment 1 (*Performance Security and Termination Damages Summary*).

**NOW THEREFORE**, the condition of this obligation is such that if: (i) GPC releases the Bid from consideration in the RFP; or (ii) Seller and GPC fully execute an Awarded Contract for the winning Bid, Bid Security is fully refundable to Bidder and this obligation will be null and void; otherwise, this Bond will remain in full force and effect, subject to the following additional conditions:

1. Capitalized terms used but not defined in this Bond have the meaning provided in the RFP. In the event of any conflict between this Bond and the RFP, the terms of this Bond will control.
2. If after being advanced to the Competitive Tier and posting Bid Security, Bidder withdraws the Bid or fails to execute the pro forma PPA after being advanced to the Short List, then Bid Security is non-refundable and GPC will issue a demand for payment of the Bid Security Amount ("**Demand for Payment**").
3. Surety must, by not later than 10 Days after GPC delivers to Surety a Demand for Payment, pay the Bid Security Amount to GPC by wire transfer to an account directed by GPC in its Demand for Payment. Surety's obligation to pay the Bid Security Amount will be deemed established regardless of the underlying cause for Bidder's withdrawal of the Bid or failure to execute an Awarded Contract and irrespective of any other circumstance whatsoever that may otherwise constitute a legal or equitable discharge or defense of Surety.
4. Bidder and Surety acknowledge that the Bid Security Amount represents a fair and reasonable pre- estimation of the damages due to GPC under the circumstances and that the Bid Security Amount represents the parties' best estimate of GPC's losses if, Bidder: (i) withdraws the Bid after being advanced to the Competitive Tier and posting Bid Security; or (ii) fails to execute an Awarded Contract after being advanced to the Short List. Bid Security will not be deemed a penalty, and Bidder and Surety hereby waive and forfeit any right to contest the reasonableness or validity of the Bid Security Amount. GPC's right to recover the Bid Security Amount will in no way limit GPC's entitlement to other non-monetary remedies to which GPC may be entitled under the RFP, this Bond, or applicable law.
5. Bidder and Surety agree that this Bond is effective beginning on the Surety Bond Effective Date, for a period until the earlier of the date: (i) the Bid is released from consideration under the RFP; (ii) the Bid is withdrawn by Bidder, subject to Bidder's loss of its Bid Security, as applicable; or (iii) on which Seller and GPC fully execute an Awarded Contract for the winning Bid.
6. Despite Paragraph 5, if this Bond remains in effect under Paragraph 5 after one year following the Surety Bond Effective Date, Bidder may cancel this Bond after the first one-year period by giving GPC at least 60 Days prior written notice of the cancellation date. Bidder must send the cancellation notice by certified mail to:

Georgia Power Company
C/O Southern Company Services, Inc.
Attn: Assistant Treasurer, BIN SC 1407
30 Ivan Allen Junior Boulevard, NW
Atlanta, Georgia 30308

Any obligation of the Bidder arising before any cancellation will survive cancellation and continue to be a liability of the Surety until paid in full by the Bidder.

7. Not later than 30 Days after the date of any notice of cancellation of this Bond that is provided to GPC under Paragraph 6, Bidder must provide to GPC replacement Bid Security that otherwise satisfies the requirements of RFP Section 4.6 (*Bid Security*). Bidder's failure to provide replacement Bid Security in the required timeframe will be a default under this Bond and will entitle GPC to issue a Demand for Payment to the Surety for the payment of the Bid Security.
8. The Surety's liability is limited to the Bid Security Amount, unless suit is brought for enforcement of this Bond, and in which case the Surety will also be liable for payment of all enforcement costs, including reasonable attorneys' fees and costs of appeals, plus interest.
9. Surety's failure to pay the Bid Security Amount within 10 Days after GPC's Demand for Payment will constitute default of the Surety's obligation under this Bond and GPC will be entitled to enforce against Surety any remedy available at law or in equity.
10. Surety, for value received, hereby stipulates and agrees that no change, modification, omission, addition, or change in or to the RFP or Bid, and no action or failure to act by GPC will in any way affect the Surety's obligation on this Bond; and Surety hereby waives notice of any modification, omission, alteration, and addition to the RFP terms or Bid.
11. If any part or provision of this Bond is declared unenforceable or invalid by a court of competent jurisdiction, such determination in no way will affect the validity or enforceability of the other parts or provisions of this Bond.
12. The undersigned Surety and Bidder are held and firmly bound for the payment of all legal costs, including reasonable attorneys' fees, incurred in any action or proceeding taken to enforce this Bond, and payment of any award or judgment rendered against the Surety. Nothing contained in this Bond will be construed to obligate GPC to pay any fee or expense incurred in connection with the issuance of this Bond.
13. All disputes relating to the execution, interpretation, construction, performance, or enforcement of this Bond and the rights and obligations under this Bond will be governed by the laws of the State of Georgia and resolved in the State or Federal courts sitting in Fulton County, Georgia. GPC's rights and remedies under this Bond are cumulative and in addition to any right or remedy that may be provided in law or equity.
14. The undersigned Surety agent represents that he/she is a true and lawful attorney-in-fact for the Surety and authorized to bind the Surety to this Bond and to affix the Surety's corporate seal, as evidenced by the attached power of attorney.

**IN WITNESS WHEREOF**, this instrument is SIGNED AND SEALED this of _____ day

_____, #Year.

**PRINCIPAL/BIDDER:**

For Bidder: _____

Signature: _____

(SEAL)

Name and Title: _____

_____

Address: _____

_____

**SURETY:**

Attorney in Fact: _____

Signature: _____

(SEAL)

Name and Title: _____

_____

Address: _____

_____

_____

# EXHIBIT J – ENVIRONMENTAL ASSURANCES COMPLIANCE AFFIDAVIT FORM

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

RE: Georgia Power 2025 Request for Proposals for Energy Storage System Resources ("**RFP**") – Environmental Assurances Compliance

Facility Address:
Generation Facility Type:
Contact person for the Site/Facility:

Ladies and Gentlemen:

In accordance with the provisions of GPC's ESS 500 RFP, #ParticipantLegalName# ("**Participant**") offered a Submission to fulfill a portion of the ESS 500 RFP on behalf of #Participant*OR*#the counterparty that will execute an Awarded Contract with GPC ("**Seller**") . Capitalized terms used but not defined in this Affidavit have the meaning assigned in the RFP.

The Environmental Assurances Guidance Document provides various environmental requirements that, at a minimum, Participant must consider, address and document, as applicable, as part of its completed Submission. Participant acknowledges that failure to consider environmental permitting, compliance, and Site-related environmental factor impacts, or failure to provide documentation of the consideration, will be deemed a Deficient Submission and may preclude further consideration of the Submission.

**Participant represents, warrants, or covenants the following:**

1. Participant is familiar with all applicable federal, state and local environmental regulations regarding the Site/Facility and has considered and addressed each of the factors described in the Environmental Assurances Guidance Document;
2. The Site/Facility and #Seller*OR*#Participant will, during the PPA Term*OR*#COP Facility design life, comply with all applicable federal, state, and local environmental requirements, including obtaining or renewing all applicable state and federal environmental permits with respect to the design, construction, ownership, operation, maintenance, and decommissioning (if applicable) of the Facility. #Seller's*OR*#Participant's compliance with environmental laws includes: (i) performance of all studies required or recommended under environmental laws to assess the impacts of the Facility on the environment, wildlife, or cultural resources; and (ii) mitigation of any environmental impact, 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*OR*#Participant will be responsible for all costs, expenses, charges, and fees in connection with same;
3. #Seller*OR*#Participant will maintain all required federal, state and local environmental permits during the PPA Term*OR*#COP Facility design life;
4. Participant or Seller, as applicable, will promptly notify GPC in writing of any material change in the status of Participant's or Seller's environmental compliance during the RFP and PPA Term or Company-Owned Proposal Facility design life, as applicable ; and
5. #Participant and Seller*OR*#Participant will avoid environmental impacts, if possible, and will mitigate unavoidable environmental impacts as required under federal and state regulations during the PPA Term *OR*#COP Facility design life.

6. #Seller***OR***#Participant 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***OR***#Participant will #during the PPA Term***OR***#COP Facility design life on a regular basis, or as otherwise may be required by any Governmental Authority, review and maintain and comply with all BMPs and any other environmental requirements in connection with the design, construction, ownership, operation, maintenance, and decommissioning (if applicable) of the Facility;

8. If during the #PPA Term Seller***OR***#COP Facility design life, Participant: (i) is notified of its failure to comply with, (ii) fails to comply with, or (iii) otherwise becomes aware that it is not in compliance with any BMPs or any other environmental requirements, #Seller***OR***#Participant will take steps to regain compliance in accordance with any requirements of any applicable Governmental Authority or otherwise as promptly as commercially practicable. #Seller***OR***#Participant will review all updates to, and any new, BMPs or any other environmental requirements on a regular basis and will take steps as may be required to comply with any new or updated BMPs or any other environmental requirements;

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***OR***#Participant 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; and

10. If this Submission advances to the Conforming List, Participant agrees to provide GPC Environmental Assurances by the due date noted in the Solicitation Schedule.

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

**Signature and Notarization on Next Page**

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

**#ParticipantLegalName#**

By: _____

Name Printed: _____

Title: _____

Date: _____

State of _____

County of _____

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

_____
*Official Signature of the Notary*

State of _____ County of _____

*Official Seal of the Notary*

*My Commission Expires :*

# EXHIBIT K – FACILITY TECHNICAL REQUIREMENTS

## PART 1 WINTERIZATION REQUIREMENTS

**1.1** Each Submission must comply with the following requirements:

**A.** The Facility must comply with applicable EOP-012-3 (*Extreme Cold Weather Preparedness and Operations*) requirements, including Requirements R1 (applicable to New Facilities), R2 (applicable to Existing Facilities), R3, R4, R5, R6, and R7, and any successor reliability standard. EOP-012-3 (Extreme Cold Weather Preparedness and Operations) is published by NERC and available at: https://www.nerc.com/pa/Stand/Reliability%20Standards/EOP-012-3.pdf.

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

## PART 2 CYBERSECURITY

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

**2.2** All programmable electronic components of the (i) Battery Management System ("BMS"); (ii) BESS Controller; and (iii) Site Controller (including controls, hardware, and software) must not be sourced from or manufactured by Foreign Entities of Concern as defined in 42 U.S.C. § 18741(5) and subsequently interpreted in "Interpretation of Foreign Entity of Concern," 89 Fed. Reg. 37085 (May 6, 2024) or sourced from or manufactured in one of the following countries: China, Russia, North Korea, Saudi Arabia, Serbia, Algeria, Venezuela, Iran, Iraq, Belarus, Kazakhstan, Kyrgyzstan, Uzbekistan, Syria, Lebanon, South Sudan, Pakistan, or Cuba. For purposes of this provision, the terms Battery Management System, BESS Controller, and Site Controller are defined as follows:

**A. Battery Management System (BMS):** A control system used to protect the battery and to provide key parameters, such as state of charge, battery health, and temperature.

**B. BESS Controller:** A controller used to manage multiple stacks or arrays of batteries. This controller manages the balancing of the batteries.

**C. Site Controller:** A control system used to manage one or more sources (Photovoltaic solar, batteries, etc.) to achieve facility level control.

## PART 3 ADDITIONAL MINIMUM FACILITY TECHNICAL REQUIREMENTS FOR FACILITIES

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

**A. Hydrology and Site drainage**

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

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

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

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

**(v)** The construction contract scope must include responsibility of contractor to close out the National Pollutant Discharge Elimination System (NPDES) permit.

**B. Site grading and stabilization**

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

**(ii)** Permanent site vegetation complying with the requirements of any authority having jurisdiction must be established and, if applicable, site stabilization must be completed before demobilizing.

**C. Facility Design**

**(i)** Equipment must be sized to deliver rated Facility nameplate power at the POI, accounting for worst-case

local ambient temperature, and interconnection reactive power requirement.

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

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

**(iv)** All equipment enclosures (e.g., combiner boxes) must be tamperproof and lockable (e.g., a special tool or key is required to open the equipment enclosure).

**(v)** Hurricane resistance rating and restoration plan.

**D. Major Equipment Vendors**

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

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

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

**E. PV Module**

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

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

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

**F. Inverter**

**(i)** Inverters must be listed to latest version of UL1741-SB.

**(ii)** Inverters may be reviewed by GPC.

**(iii)** Inverters must be capable of producing their maximum rated reactive power at all active power levels (from 0% to 100% inclusive), when the primary energy source is available and not available.

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

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

**G. Inverter Step-up Transformer**

**(i)** Transformers must be two-winding.

**(ii)** All transformers must be IEEE routinely tested including dielectric test, impulse test, and power factor test. Lightning impulse tests must include one full wave test.

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

**H. MV Switchgear**

**(i)** MV switchgear protection scheme must, at minimum, include main break protection, feeder breaker protection, bus differential protection, a dedicated bus lockout, and breaker failure functionality.

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

**I. Grounding**

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

**J. PV Monitoring**

**(i)** Meteorological and performance monitoring equipment/system must conform to IEC61724 and the

requirements defined for a Class A (high) accuracy monitoring system.

**(ii)** Table 4 of IEC61724 will be used to determine the number of devices required. At minimum two devices of each measurement type must be provided.

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

**K. Testing**

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

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

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

**L. Main Power Transformer**

**(i)** Transformers must be capable of meeting 100% of Facility output using 100% ONAF2-cooling.

**(ii)** Transformer suppliers may be subject to review.

**(iii)** RIS-type bushings are preferred.

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

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

**(vi)** The transformer tank design must be in accordance with IEEE C57.156 Table 1 to mitigate tank rupture in the event of a high-energy arcing fault internal to the tank.

**M. Facility Substation**

**(i)** Facility substations must meet safety requirements of the NESC-2023 and comply with the design principles set forth ASCE 7, ASCE 113, IEEE 605, and IEEE 80.

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

**(iii)** All bus and cable sizes must be designed with a maximum operating temperature of 80 °C with a 40 °C ambient, with no sun and 2 ft/s wind.

**(iv)** Spatial separation from oil-filled electrical equipment must be compliant with IEEE 979-2012.

**(v)** All equipment suppliers, protection and control designs and settings, and grounding design/modeling will be subject to review by GPC.

**N. Cyber Security**

**(i)** Facility connectivity must comply with NERC CIP policies.

**O. End-of Life Disposal**

**(i)** The Toxicity Characteristic Leaching Procedure (TCLP) testing procedure and results for modules must be submitted.

**(ii)** Description of the end-of-life disposal/recycling plan must be included.

**3.2** PPA Bids for Facilities utilizing solar photovoltaic modules with an ESS comprised of a battery energy storage system ("**BESS**") must meet the requirements set forth above in Part 2 (*Cybersecurity*) of this Exhibit K (*Facility Technical Requirements*) and the following requirements regarding the ESS:

**A. BESS**

**(i)** Units must be listed in accordance with ANSI/VAN/UL UL 9540 Standard for Safety for Energy Storage Systems and Equipment.

**(ii)** Battery and battery enclosures must be tested in accordance with ANSI/CAN/UL 9540A Standard for Safety for Test Method Evaluating Thermal Runaway Fire Propagation in Battery Energy Storage Systems. The test report must be accompanied by a supplemental report prepared by a registered design professional with expertise in fire protection engineering that provides interpretation of the test data in relation to the installation requirements for the energy storage system.

**(iii)** The installation must comply with NFPA 855 Standard for the Installation of Stationary Energy (2023 edition) in addition to state and local fire codes.

**(iv)** A permanent source of water for fire protection must be supplied.

**(v)** Identify any redundancy, operational margins, and contingency modes within the ESS thermal management system (TMS). All operational constraints should be specified in the event of a partial or complete TMS outage. The TMS design should include redundancy or contingency plans for TMS component failures (e.g., HVAC systems, fans, or the ability to operate in a reduced capacity if a TMS component fails).

**(vi)** Participant must provide all documentation and training materials required by the relevant standards, including a Hazard Mitigation Analysis (HMA) and Failure Mode and Effects Analysis (FMEA). The development of a site specific HMA requires the participation of the Seller, GPC, the OEM of the inverter, and the EPC contractor, if applicable.

**(vii)** Provide detailed augmentation plan for the Facility over the PPA Term.

**(viii)** ESS must be appropriately sized and configured to ensure that it consistently maintains its rated nameplate instantaneous energy output capacity at the designated POI, guaranteeing that the system can reliably meet the specified energy demands and operational requirements without any degradation in performance or efficiency. ESS must be sized to maintain rated nameplate instantaneous Energy output capacity at the POI.

**B. Inverter**

**(i)** BESS inverters must be capable of operating full lead and lag in both charge and discharge conditions.

**(ii)** Unless the inverter is fully integrated as part of the battery supplier's product offering, proven integration experience must be provided between the inverter OEM and the battery supplier.

**(iii)** Inverter must be capable of providing reactive power support at zero active power, without reducing the state of charge of the battery (additional auxiliary power consumption must be from the grid).

**(iv)** BESS inverters must be grid forming capable. Bidders must provide documentation demonstrating the inverter's grid forming capability.

**(v)** Inverter grid forming control points must be integrated into the Facility site control scheme, such that minimal controls retrofit will be required when GPC decides to enable grid forming features.

**C. Facility Design**

**(i)** Facility engineering and design must account for BESS augmentation plan, including but not limited to site layout, block design, collection system design, aux power design, and controls design.

**(ii)** Battery enclosures must be spaced per UL9540A testing results, state and local code and AHJ requirements

**(iii)** Backup source must be provided for the BESS auxiliary power in case of extended grid outage to maintain power to the BESS BMS, EMS, fire protection system, and thermal management system (if required).

**D. Testing**

**(i)** Continuous power test, energy capacity test, and RTE test must be performed for the BESS.

**(ii)** Testing must be performed to demonstrate the combined output of BESS and the Renewable Resource is controlled to mitigate equipment overload.

**(iii)** Technology specific characterization testing must be performed. (ex. ramp rate testing)

**(iv)** Additional testing must be performed as required.

**E. End-of Life Disposal / Demolition**

**(i)** Description of the end-of-life disposal/recycling plan must be included.

# EXHIBIT L – RENEWABLE RESOURCE PPA AMENDMENT OVERVIEW

If a Participant offers a Bid for a Facility that will be paired with an existing Renewable Resource, Participant or the applicable PPA counterparty ("**Seller**") must execute an amendment to the PPA for the Renewable Resource (**"Renewable Resource PPA"**) for the purpose of allowing the paired operation of the Renewable Resource and the BESS. This Exhibit L (*Renewable Resource PPA Amendment Overview*) outlines the conditions and revisions that GPC anticipates will be necessary.

Conditions:

i. The amendment to the Renewable Resource PPA ("**Amendment**") will be subject to the Commission's approval of: (a) the PPA procured under the RFP ("**BESS PPA**"); and (b) the Amendment. If either of these conditions is not satisfied, either Party may terminate the Amendment.
ii. If applicable, certain provisions of the Amendment will become effective when Seller has obtained all consents from its financing parties that are reasonably necessary for Seller's continued performance of the Amendment.
iii. Certain provisions of the Amendment will become effective upon the later of: (a) the date necessary financing consents are provided; and (b) the date when the BESS has achieved commercial operation pursuant to the terms of the BESS PPA. The listed revisions in item (i) below fall into this category.

Revisions:

i. The point of delivery under the Renewable Resource PPA ("**POD**") will be moved to a new location, and Seller will deliver to the new POD energy from the Renewable Resource. GPC will have the right to dispatch such energy to either the BESS or the Point of Interconnection, and Seller will support GPC's efforts.
    - The metering system will treat the energy delivered to the POD as if it had been delivered to the POI (i.e., electrical line losses for delivery of energy to the POI will be accounted for in the meter readings.)
    - Title to energy will pass from Seller to GPC at the POD. Risk of loss of energy will pass from Seller to: (a) the Seller entity under the BESS PPA at the POD, if energy is directed from the POD to the BESS; and (b) GPC at the POI, if energy is directed from the POD to the POI.
    - The operating procedures under the Renewable Resource PPA will be amended to address the incorporation of the BESS and GPC's right to dispatch energy from the Renewable Resource to the BESS or the Point of Interconnection.
ii. If the Renewable Resource is not currently capable of operating on AGC, Seller must install AGC consistent with the AGC requirements set out in the BESS PPA
iii. Seller is entitled to curtail or cease delivery of energy to the POD for a period not to exceed 30 Days so that it can connect the BESS to the substation and test and commission the BESS (such connection, the "**BESS Connection**" and such outage, a "**BESS Connection Outage.**")
    - Any partial or complete outage of the Renewable Resource in connection with a BESS Connection Outage will constitute a scheduled outage approved by GPC, so long as Seller provides GPC with advance written notice of any BESS Connection Outage.
    - The amount of energy that Seller could have delivered to the POD but for the BESS Connection Outage ("**BESS Connection Outage Energy**") will be incorporated into the Renewable Resource PPA's frameworks for curtailment but will not be paid.
    - During testing and commissioning of the BESS, but before commercial operation of the BESS, energy delivered to the BESS will be (a) separately metered and (b) paid for by GPC as though it had been delivered to the POI.
iv. Defined terms will be revised or added, as applicable, to the Renewable Resource PPA in furtherance of the above revisions.
v. As applicable, exhibits describing or depicting the Renewable Resource will be deleted and replaced with updated exhibits.