



75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.8720 • (fax) 770.822.8735

gwinnettcounty

November 8, 2017

**REQUEST FOR PROPOSAL:
RP028-17**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified firms for the **Lease, Development, Operation and Maintenance of a Commercial Solar Power Development at the Gwinnett County F. Wayne Hill Water Resources Center (FHWRC)** on an approximately 9 acre site for the Gwinnett County Department of Water Resources.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until 2:50 P.M. local time on **November 17, 2017** at the Gwinnett County Purchasing Office, Second Floor, 75 Langley Drive, Lawrenceville, Georgia 30045. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website at www.gwinnettcounty.com.

A pre-proposal conference is scheduled for **10:00 A.M. on November 13, 2017 at the Gwinnett Department of Water Resources, F. Wayne Hill Water Resources Center, 3320 Financial Center Way, Buford Georgia 30519-5704. We will meet in the lobby of the Administration Building.** All firms are urged to attend. Questions regarding proposals should be directed to Dana Garland, CPPB, Purchasing Associate III at 770-822-8723 or by email at dana.garland@gwinnettcounty.com, no later than **10:00am November 15, 2017**. Proposals are legal and binding upon the bidder when submitted. **One (1) unbound original (clearly marked as "original"), three (3) bound copies, and one (1) digital copy (CD or flash drive) should be submitted.**

All firms must submit with proposal, a bid bond, certified check or cashier's check in the amount of five percent (5%) of the total proposal. **Failure to submit a bid bond with the proper rating will result in the proposal being deemed non-responsive.** Successful proposer will be required to meet insurance requirements, submit a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond. Insurance and Bonding Company must be licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by The Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies, and must have an A.M. Best rating as listed in the insurance requirements.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Michael Plonowski, Gwinnett County Justice and Administration Center, 770-822-8015.

The written proposal documents supersede any verbal or written prior communications between the parties.

Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals to waive technicalities and to make an award deemed in its best interest.

Award notification will be posted after award on the County website, www.gwinnettcounty.com and companies submitting a proposal will be notified via email.

Dana Garland, CPPB
Purchasing Associate III



I. Introduction

The Gwinnett County Board of Commissioners is soliciting proposals from qualified firms for the lease, design, development, operation and maintenance of a commercial solar power development at the Gwinnett County F. Wayne Hill Water Resources Center on an approximately 9-acre site. A preliminary site survey will be provided in Addendum 1.

The F. Wayne Hill Water Resources Center is located approximately 25 miles northeast of Atlanta, and began operation in 2006. The F. Wayne Hill Water Resources Center is owned and operated by Gwinnett County, Department of Water Resources. There is excellent freeway access to Interstate 85 and Interstate 985, and the F. Wayne Hill Water Resources Center is within thirty minutes driving time to the downtown Atlanta area.

The County is seeking a qualified individual or business to lease, design, develop, operate and maintain a commercial solar power development in compliance with the Georgia Power Company's Renewable Energy Development Initiative (REDI) Customer-Sited Distributed Generation Program Guidelines on Attachment 1. Each proposer must be able to prove their ability to qualify, comply with and participate in the Georgia Power REDI Customer-Sited Distributed Generation Program at the F. Wayne Hill Water Resources Center. The successful proposer will be that individual or business that proposes the greatest returns to the County through a combination of terms of lease, business approach, business plan, site improvements and overall impact to the County.

II. General Instructions for Proposers

No individual, company, or organization is to discuss any aspect of this Request for Proposal with any Gwinnett County employee or representative without approval of the Purchasing Division's representative. This is to ensure that all prospective respondents have the same level of knowledge relative to the project as well as insuring additional data is made available to all proposers.

Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

One (1) unbound original (clearly marked), three (3) bound copies, and one (1) digital copy (cd or flash drive) should be submitted. All copies of the proposal must be identical. The full cost of proposal preparation is to be borne by the proposing firm. The proposer is responsible for assuring delivery on or before the stated date and local time as well as for any associated delivery costs. Proposals must be signed in ink by a company official who has authorization to commit company resources.

Proposals shall be submitted in a sealed envelope/package. **The proposal fee schedule is NOT to be included in the technical portion of your proposal; it should be submitted in a separate, sealed envelope.** Envelopes/packages shall be addressed to Gwinnett County Purchasing Division, Gwinnett Justice and Administration Center, Second Floor, 75 Langley Drive, Lawrenceville, Georgia 30046 and shall be identified with the proposal number, date of opening and company name on the outside.

Proposals submitted are not publicly available until award by the Gwinnett County Board of Commissioners. All proposals and supporting materials as well as correspondence relating to this RFP become property of Gwinnett County when received and are subject to the Georgia Open Records Act.

Gwinnett County reserves the right to reject any or all proposals, in whole or in part, to negotiate

changes in the scope of services and to waive any technicalities as deemed in its best interest.

Successful individual or company is required within ten (10) days of the Notice of Award to provide the following:

- a. Certificate of Insurance as specified in the Request for Proposal.
- b. Two (2) properly executed contract documents.
- c. Two (2) original Payment Bonds.
- d. Two (2) original Performance Bonds.

Failure to provide the above documents within ten (10) days after the Notice of Award may be just cause for the annulment of award. At the discretion of the County, the award may then be made to the next highest scoring responsible proposer.

III. Key Contact Person

If you require additional information concerning the RFP or the procurement process, make your inquiries to the following person:

Dana Garland, CPPB
Gwinnett County - Purchasing Division
75 Langley Drive, 2nd Floor
Lawrenceville, Georgia 30046
TELEPHONE: 770 822-8723
FAX: 770 822-8728
E-Mail: dana.garland@gwinnettcountry.com

IV. Inquiries from Proposers

It is desired that questions related to this RFP be submitted in writing prior to the pre-proposal conference or be discussed verbally at the conference. Submit written questions to Dana Garland, Purchasing Associate III, Gwinnett County Purchasing Division (contact information listed above).

V. Proposal Content

The proposal shall be responsive to the specific range of issues described in the Request for Proposal. Companies responding to this request are asked to read the Request for Proposal carefully to insure that they address the specific requirements of this request and submit all requested information.

VI. Proposal Evaluation Process

The County anticipates leasing the subject property under the terms and conditions outlined in this Request for Proposal. Proposers are encouraged to offer terms favorable to the County, but realistic in nature. Proposers should bear in mind the competitive nature of the proposal process and the fact that the County will be looking for the Company which offers the best overall advantage to the County. However, the County may also consider proposals offering alternative terms. Proposers requesting reduced rent during design and construction, rent credits, or other deviations from the provisions of this RFP should specifically address the requested changes in their proposal.

The Gwinnett County Board of Commissioners intends to accept the offer that is most advantageous to themselves from the standpoint of greatest returns to the County through a combination of terms of lease, business approach, business plan, site improvements and overall impact to the County. It reserves the right to reject any and all proposals received by reason of this request and make an award as deemed in the County's best interest. The full cost of any requested interview/presentation will be borne by the proposing individual or company.

During the evaluation, validation, and selection process, the County may desire the presence of a Company's representative for answering specific questions, orally and/or in writing. The County will not be liable for Company's costs incurred for preparation or presentation in this regard.

The County also reserves the right to conduct a pre-award survey or to require other evidence of

technical, production, managerial, financial, or other abilities prior to the award of the contract.

VII. Selection Procedures

Part I – Initially, proposals will be evaluated based on their relative responsiveness to the criteria described within the RFP and will be scored based on the point values as shown below for items A through E. Following this evaluation and scoring, the County may short-list Proposers for further consideration.

Part II – The Proposal Fee Schedules of the short-listed Proposers from Part I will be opened, reviewed, and scored. The Proposer submitting the highest overall rent shall receive the maximum points allowed (15 points) and scores received for the lower priced Proposer(s) will be calculated using a mathematical formula based upon the percentage of difference between the Proposers’ cost to the highest rent.

Part III – At GCDWR’s discretion or as deemed in the best interest of GCDWR, the highest scoring Proposers may be short-listed for a second time and the County may choose to extend an option for a presentation/interview. The number of Proposers being short listed is at the sole discretion of the scoring committee. Interviews will only be extended if the County deems that interviews are necessary in order to make a final selection. Interviews are optional and do not have to be extended by the Scoring Committee. Interviews/presentations will be evaluated by using a 0-10 point scoring system. All costs associated with the presentation/interview are the responsibility of the respondent.

VIII. Proposal Evaluation Criteria

Proposals will be evaluated based on the following criteria:

Phase I	Criteria	Points Allowed
A	Terms of Lease	15
B	Qualifications of the Company and business approach	25
C	Business Plan	20
D	Site improvements	20
E	References	5
Sub-Total		85
Phase II		
F	Cost, Monthly rent to the County	15
Total		100
Interview, optional		10

IX. Evaluation Criteria

A. Terms of Lease (15 points): The term of the lease will be for twenty-five (25) years. Options to extend the lease beyond 25 years may be considered if site improvements and other investments justify them. If a proposal requests a term greater than 25 years, Proposers should specifically identify the site improvements, investments, and reasons the term should be extended. Thirty-five (35) years is the longest term lease available at the F. Wayne Hill Water Resources Center. No term greater than 35 years will be considered. All improvements made by the selected proposer during the term of the lease shall be removed from the site upon termination of the lease.

B. Qualifications of Company and/or Business Approach (25 points): The County is seeking a qualified individual or company to install, manage, operate and maintain a solar power development compliant with the Georgia Power Company’s Renewable Energy Development Initiative (REDI) Customer-Sited Distributed Generation Program on the property. Each proposer must be able to prove their ability to qualify for and manage a commercial solar power development at the Gwinnett County F. Wayne Hill Water Resources Center. Financial ability, previous experience managing or constructing solar facilities and/or businesses, and company

officials involved in the management or construction including individual's experience in solar power will all be considered during the proposal evaluation.

Each proposal must contain adequate financial information to assure the County that proposed site improvements/construction can be completed, and if management of a solar power business is being proposed, an adequate business plan must be presented to show that the proposed business is viable and compliant with the terms and conditions prescribed by the Georgia Power Company's Renewable Energy Development Initiative (REDI) Customer-Sited Distributed Generation Program Guidelines.

- C. Business Plan (20 points):** All solar power business will be evaluated based on their financial return to the County as a whole, to the F. Wayne Hill Water Resources Center, and on their overall impact to the community the F. Wayne Hill Water Resources Center serves. Proposers will be scored regarding their responsiveness providing for the most economic development of the County (i.e. creation of jobs, relocation of industry, increased tax revenues to the County, etc.), which also provide for the least impact to the neighboring community (i.e. least amount of noise impact, etc.).

This Business Plan should include as a minimum a narrative of the proposed business, a site plan, a description of any proposed site improvements, a preliminary development plan which consists of a preliminary plot plan and proposed schedule of completion, reference to any phased development in the plot plan, and any other pertinent information.

- D. Site Improvements (20 points):** Proposers acknowledge that they are leasing the area in a "tree and bare dirt" condition and that all improvements, utilities, etc., required for the participation in the Georgia Power Company's Renewable Energy Development Initiative by the contractor will require installation/completion solely at the cost of the proposer. A preliminary site survey will be provided in Addendum 1. Any suggested modifications to the 'standard' terms must be clearly detailed and explained/justified in the proposal content. The County shall determine if the proposed improvements are adequate to offset any modified proposal terms. The proposal containing the most site improvements with the least amount of modified proposal terms will be scored higher than a proposal with less improvements but more requested term modifications.

Utility Installation Expenses: The lessee will be required to pay for all utility installations and services required for its operation. All utilities must be installed underground, and must conform to all requirements set by the County and F. Wayne Hill Water Resources Center. If the proposed use of the site intensifies the use of any existing utility, including the existing Georgia Power metering and F. Wayne Hill Water Resources Center electrical distribution system, so that the existing system could not handle the additional capacity, the successful proposer will be responsible for improvements to upgrade the system.

Maintenance: The Tenant accepts the site "as-is," and warrants that it has inspected the site and accepts possession of the site "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the ordinances of the County, existing Georgia Power easements, Transcon easements and restrictive covenants and admits its suitability and sufficiency for the Proponent's intended uses. The County shall not be required to maintain nor to make any improvements, repairs, or restorations upon or to the site or to any of the improvements presently located thereon.

Tenant shall throughout the term of the lease assume the entire responsibility, cost and expense, for all repair and maintenance whatsoever of the site and all improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. Tenant shall be solely responsible for any required modifications, repairs, or renovations to the existing improvements that may be required by federal, state, and/or local laws and regulations in order for Tenant to conduct operations on the site. Tenant shall also be solely responsible for any required modifications, repairs, or

renovations to the existing improvements that may be required by Georgia Power to remain compliant with the Georgia Power Company's Renewable Energy Development Initiative (REDI) Customer-Sited Distributed Generation Program requirements.

Taxes: The Tenant shall be responsible for all taxes and assessments to the site.

Insurance: Proposer must meet the insurance requirements set forth in this document. Insurance requirements may vary depending on the type of activity proposed.

Condition of Premises: The site shall be leased to the successful proposer in an "AS IS" condition. Any site improvements necessary should be outlined in the proposal submitted and are solely the responsibility of the proposer.

- E. References (5 points):** References should demonstrate financial ability of proposer to complete proposed site improvements, information on ability of proposer to successfully manage a solar power business (if applicable), information on ability of proposer to successfully construct solar array systems and information on proposers previous experience in solar power development. Reference information is to be provided as a response to #10 on the attached questionnaire.
- F. Rent (15 points): (Fee Schedule to be returned in a separate sealed envelope labeled Fee Schedule)** Monthly rent should be indicated on the attached Proposal Fee Schedule. Minimum base rent is set at \$4,000 per month for the duration of the lease. Proposals providing the greatest amount of rent to the County with the least amount of offsets, abatements, etc., will be favored in the proposal review process.

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL DOCUMENT MAY
RESULT IN REJECTION OF PROPOSAL.**

**PROPOSAL FEE SCHEDULE
(Return In Separate Sealed Envelope)**

REVENUE TO THE GWINNETT COUNTY F. WAYNE HILL WATER RESOURCES CENTER

BASE RENT PER MONTH \$ _____

OF MONTHS _____ **GRAND TOTAL \$** _____

I, the undersigned, have provided that information indicated below for the purpose of submitting a proposal to enter a ground lease with Gwinnett County for the Lease, Design, Development, Operation and Maintenance of a Commercial Solar Power Development at the Gwinnett County F. Wayne Hill Water Resources Center (FVHWRC) as described in the proposal.

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL DOCUMENT MAY RESULT IN REJECTION OF PROPOSAL.

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

Addendum No.	Date	Addendum	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Certification Of Non-collusion in Bid Preparation

(Signature) (Date)

In compliance with the attached specifications, the undersigned offers and agrees, if this bid is accepted by the board of commissioners within sixty (60) days of the date of bid opening, to furnish any or all of the items upon which prices are quoted within the time specified in the bid schedule.

Legal Business Name _____ Federal Tax ID _____

Address _____

Does your company currently have a location within Gwinnett County? Yes No

Representative Signature _____

Print Authorized Representative's Name _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

**FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL DOCUMENT MAY
RESULT IN REJECTION OF PROPOSAL.**

QUESTIONNAIRE

All information requested in this Questionnaire to accompany proposal must be furnished by the proposer and should be submitted with the proposal. All statements must be complete, accurate, and in the form requested in the Request for Proposal package. Omission of information or inaccurate or misleading information may be cause for rejection of the proposal.

1. Print the present legal name, address, and telephone number of the Proposer and the Proposer's contact person.

Legal Name _____

Address _____

Contact person's name _____

Telephone number _____ Facsimile number _____

E-mail address _____

2. In the event this proposal is accepted, list below the legal name of the business/individual exactly as it will appear on the lease document, and the address at which the business/individual will elect to receive notices.

Name _____

Address _____

Attn: _____

3. The above legal entity will be doing business under the following fictitious/dba name (if applicable).

4. The proposer intends to carry on the business as a (n):

_____ Partnership

_____ Joint Venture

_____ Corporation

_____ L.L.C.

_____ Or other (If other explain below:

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL DOCUMENT MAY RESULT IN REJECTION OF PROPOSAL.

5. If the Proposer is a partnership or a joint venture, a copy of the Partnership or Joint Venture Agreement should be submitted with proposal and provide the following information:

Name (all parties)	Address	Share of Partnership

- a. Partnership formed or to be formed: _____
- b. Date of organization: _____
- c. General or Limited Partnership (if applicable): _____

6. If the proposer is a corporation, or if a partner listed in section 5 above, is a corporation provide the following information:

- a. Date of incorporation: _____
- b. State where incorporated: _____
- c. If incorporated in a state other than Georgia, is the proposing corporation authorized to do business in Georgia? _____
- d. Provide the corporation's Article of Incorporation.
- e. Name, address, and the amount of stock held by the following officers (attach additional sheets as necessary).

President

(Name)

(Address)

(Amount of Stock)

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

Vice President

(Name)

(Address)

(Amount of Stock)

Secretary

(Name)

(Address)

(Amount of Stock)

Treasurer

(Name)

(Address)

(Amount of Stock)

Other Officers

(Name)

(Address)

(Amount of Stock)

(Name)

(Address)

(Amount of Stock)

f. Name, address, and shares of stock held by each member of the Board of Directors of the Corporation.

Chairperson

(Name)

(Address)

(Shares of Stock)

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

All other members

(Name)

(Address)

(Shares of Stock)

(Name)

(Address)

(Shares of Stock)

(Name)

(Address)

(Shares of Stock)

(Name)

(Address)

(Shares of Stock)

(Name)

(Address)

(Shares of Stock)

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

7. If Proposer is a L.L.C. provide name, address, title of the managing member(s) and all other parties of the L.L.C.

(Name)

(Address)

(Title)

(Name)

(Address)

(Title)

(Name)

(Address)

(Title)

(Name)

(Address)

(Title)

(Name)

(Address)

(Title)

(Name)

(Address)

(Title)

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

8. What is the extent and duration of your experience in the proposed commercial solar power developments?

9. Submit a list of locations at which you have operated, constructed, and managed similar commercial solar power developments

10. Attach the names, addresses, and telephone numbers of the following for reference:

a. Three (3) references that demonstrate your financial ability to carry on the proposed business

Name _____

Address _____

Telephone number _____ Facsimile number _____

Name _____

Address _____

Telephone number _____ Facsimile number _____

Name _____

Address _____

Telephone number _____ Facsimile number _____

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

b. Three references as to your technical ability to carry on this business.

Name _____

Address _____

Telephone number _____ Facsimile number _____

Name _____

Address _____

Telephone number _____ Facsimile number _____

Name _____

Address _____

Telephone number _____ Facsimile number _____

11. State the number of persons and the capacity in which each will be employed by you in the operation of the proposed commercial solar power development.

12. Attach a complete Financial Statement (including the most recent Balance Sheet) and Business Plan.

The undersigned hereby certified to the truth and accuracy of all statements, answers, and representations made in this questionnaire, including all supplementary statements attached hereto. The County is authorized to contact references given herein and it is understood and agreed that the County will initiate any other investigative processes deemed necessary to determine the financial responsibility and experience of the Proposer.

Legal Name of Proposer _____

By: _____

Date: _____

MINOR CONSTRUCTION INSURANCE REQUIREMENTS

(For projects over \$1,000,000 but less than \$2,000,000)

Construction projects that are over \$1,000,000 but less than \$2,000,000 but involve vicarious or inherently dangerous activities, i.e. blasting, applying toxic chemicals, etc., must follow the major construction insurance requirements.

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - ✓ Bodily Injury by Accident - \$100,000 each accident
 - ✓ Bodily Injury by Disease - \$500,000 policy limit
 - ✓ Bodily Injury by Disease - \$100,000 each employee

2. Commercial General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 - (b) The following additional coverage must apply:
 - ✓ 1986 (or later) ISO Commercial General Liability Form
 - ✓ Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - ✓ Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
 - ✓ Blanket Contractual Liability
 - ✓ Broad Form Property Damage
 - ✓ Severability of Interest
 - ✓ Underground, explosion, and collapse coverage
 - ✓ Personal Injury (deleting both contractual and employee exclusions)
 - ✓ Incidental Medical Malpractice
 - ✓ Hostile Fire Pollution Wording

3. Auto Liability Insurance
 - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability

4. Umbrella Liability Insurance - \$1,000,000 limit of liability
 - (a) The following additional coverage must apply
 - ✓ Additional Insured Endorsement
 - ✓ Concurrency of Effective Dates with Primary
 - ✓ Blanket Contractual Liability
 - ✓ Drop Down Feature
 - ✓ Care, Custody, and Control - Follow Form Primary
 - ✓ Aggregates: Apply Where Applicable in Primary
 - ✓ Umbrella Policy must be as broad as the primary policy

5. Builder's Risk Insurance or Installation Floater Insurance required on all new structures, bridges, overpasses, culverts and railroad crossings - limit at least as broad as contract amount

6. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.

7. The cancellation should provide 10 days notice for nonpayment and 30 days notice of cancellation.

8. Certificate Holder should read:
 - Gwinnett County Board of Commissioners
 - 75 Langley Drive
 - Lawrenceville, GA 30046-6935

9. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher.

Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.

10. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
11. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
12. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the County to verify the compliance with these insurance requirements.
13. All insurance coverage required to be provided by the Contractor will be primary over any insurance program carried by the County.
14. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
15. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**
16. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the County.
17. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
18. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the county upon their request.
19. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
20. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
21. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 9 above.

Gwinnett County, Georgia

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners
(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046
(Address of Obligee)

Thereinafter referred to as Obligee: in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to Gwinnett County, Georgia, a proposal for furnishing materials, labor, and equipment for: _____

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by Gwinnett County, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to Gwinnett County, Georgia, each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said Gwinnett County, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to Gwinnett County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

Gwinnett County, Georgia

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this _____ day of _____, A.D., 20_____.

ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

(Principal)

By: _____

(Address)

(Surety)

By: _____
(Attorney-in-Fact)

ATTEST:

Resident or Nonresident Agent

(SEAL)

(Witness as to Surety)

(Address)

(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.



75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.8720 • (fax) 770.822.8735

gwinnettcounty

RP028-17, Lease, Development, Operation and Maintenance of a Commercial Solar Power Development at the Gwinnett County F. Wayne Hill Water Resources Center (FHWRC)

**CONTRACTOR AFFIDAVIT AND AGREEMENT
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)**

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

For Gwinnett County Use Only:
Document ID # _____
Issue Date: _____
Initials: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 201__

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).





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RP028-17, Lease, Development, Operation and Maintenance of a Commercial Solar Power Development at the Gwinnett County F. Wayne Hill Water Resources Center (FVHWRC)

CODE OF ETHICS AFFIDAVIT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. _____
(Company Submitting Bid/Proposal)

2. (Please check **one** box below)

No information to disclose *(complete only section 4 below)*

Disclosed information below *(complete section 3 & section 4 below)*

3. (if additional space is required, please attach list)

_____ Gwinnett County Elected Official Name _____ Gwinnett County Elected Official Name

_____ Gwinnett County Elected Official Name _____ Gwinnett County Elected Official Name

4. Sworn to and subscribed before me this

BY: _____ day of _____, 20__

Authorized Officer or Agent Signature

_____ Notary Public

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

(seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at www.gwinnettcounty.com

7.14.17



BONDING AND CONTRACT REQUIREMENTS

General Bond Requirements

1. Bid Bonds - Amount of bond should be 5% of contract amount and submitted with your bid. Gwinnett County form Attached (Attachment A). Failure to use Gwinnett County Bid Bond Form may result in bid being deemed non-responsive and automatic rejection may occur.
2. Performance Bond - (Supplied by successful vendor) - Amount of bond should be 100% of contract amount. **(MUST USE COUNTY FORM)**
3. Payment, Labor and Materials Bonds - (Supplied by successful vendor) - Amount of bond should be 100% of contract amount. **(MUST USE COUNTY FORM)**
4. Bonding company must be authorized to do business by the Georgia Insurance Department.
5. An original/certified copy of the Bonding company's Certificate of Authority or Power of Attorney must be attached to bond. The Certificate of Authority may be obtained from the Georgia Insurance Department.
6. Bonding company must have a minimum AM Best rating of A-5 or higher as stated in Insurance Requirements.
7. Bonding Company must be listed in the Department of the Treasury's publication of companies holding Certificates of Authority as acceptable surety on Federal Bonds and as acceptable reinsuring companies. (Dept. Circular 570; 1992 Revision).
8. After bid opening, vendor has up to forty eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious error made in calculation of Bid. Withdrawal of Bid Bond for this reason must be done in writing within the forty eight (48) hour period. Bid Bond may not be withdrawn otherwise.

Contract Requirements

1. Successful vendor is required to do the following within ten (10) days of notification.
 - A. Return to Purchasing Office contract documents executed by the principal of the company and attested by the secretary or assistant secretary.
 - B. Provide Insurance certificates as specified in the bid documents.
 - C. Provide bonding as required by the bid documents.
2. Failure to execute the Contract, Contract Performance Bond and Payment Bond, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the bid guaranty to Gwinnett County, not as a penalty, but as liquidation of damages sustained. At the discretion of the County, the award may then be made to the next lowest, responsible bidder, or the work may be re-advertised or constructed by County forces. The Contract and Contract Bonds shall be executed in duplicate.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners
(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30045
(Address of Obligee)

hereinafter called Obligee;

for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of _____ Dollars (\$ _____), in lawful money of the United States, for the payment of which sum, will and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said Contract according to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials services, skill,

tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

ALL persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

[Signatures Next Page]

ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

(Principal)

By:

(Address)

ATTEST:

Resident Agent

(SEAL)

(Witness as to Surety)

(Address)

(Surety)

By:

(Attorney-in-Fact)

(Address)

NOTE:

If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners
(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30045
(Address of Obligee)

hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the

Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)

ATTEST:

(Principal)

(Principal Secretary)

By: _____

(SEAL)

(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

By: _____

(Attorney-in-Fact)

Resident Agent

(SEAL)

(Address)

(Witness as to Surety)

(Address)

BONDING AGENT CONTACT INFO

Print Name _____

Company Name _____ E-Mail _____

_____ Phone _____

GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR PROPOSERS, TERMS AND CONDITIONS

I. PREPARATION OF PROPOSALS

- A. Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk.
- B. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.
- C. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement Act, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

- A. Each proposer should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. EXPLANATION TO PROPOSERS

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of addenda should be acknowledged in the proposal. **It is the proposer's responsibility to ensure that they have all applicable addenda prior to proposal submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

IV. SUBMISSION OF PROPOSALS

- A. Proposals shall be enclosed in a sealed package, addressed to the Gwinnett County Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer's request and expense if testing does not destroy items.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer's literature may be furnished.
- F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act.

V. WITHDRAWAL OF PROPOSAL DUE TO ERRORS

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

To withdraw a proposal after proposal opening, the supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of proposal. Withdrawal of bid bond for this reason must be done in writing. Suppliers who fail to request withdrawal of proposal by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid bond may not be withdrawn otherwise.

Proposal withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

VI. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications shall be borne by the proposer.

VII. F.O.B. POINT

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

**IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS
(IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any proposal as required in the proposal package or document. **Failure to submit a bid bond with the proper rating will result in the proposal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the proposal when required in the proposal package or document.**

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD

- A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.
- D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. In the event that negotiations with the highest ranked firm are unsuccessful the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/ services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

The County will furnish no material, labor or facilities unless so provided in the RFP.

XIV. REJECTION OF PROPOSALS

Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of proposal.

XV. CONTRACT

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

XIX. TERMINATION FOR CONVENIENCE

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

XX. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS:

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XXII. INELIGIBLE PROPOSERS

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful proposer shall provide evidence of a valid Gwinnett County occupation tax certificate if the proposer maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County and out of State proposers are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE:

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List) and other problems or requirements related to Purchasing. The Purchasing Policy and Review Committee have authority to place suppliers and contractors on the Ineligible Source List for reasons listed in the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT:

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable

accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Michael Plonowski, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8015.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY:

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform and Enforcement Act.

XXIX. SOLID WASTE ORDINANCE

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders.

XXX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

XXXI. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXII. CODE OF ETHICS:

“Proposer/Bidder” shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The “Proposer/Bidder” shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days

disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its entirety at www.gwinnettcounty.com

XXXIII. PENDING LITIGATION:

A proposal submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXXIV. ELECTRONIC PAYMENT

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcounty.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please go to the Treasury Division page on the County's Web Site or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 north to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At sixth traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light to the 4-way stop sign. The public parking lot is on the left. The Purchasing Division is located in the Administrative Wing-2ND Floor.

ATTACHMENT 1

**Georgia Power Company's Renewable Energy Development Initiative Customer-Sited
Distribution Generation Program Guidelines**



Georgia Power

**Georgia Power Company's
Renewable Energy Development Initiative
Customer-Sited Distributed Generation
Program Guidelines**

and

**Request for Applications
For Solar Photovoltaic Generation
November 1, 2017**

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

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Georgia Power Company's Renewable Energy Development Initiative Customer-Sited Distributed Generation Program Guidelines and Request for Applications for Solar Photovoltaic Generation

November 1, 2017

Introduction

Georgia Power Company ("**Georgia Power**" or the "**Company**") is pleased to announce the Renewable Energy Development Initiative ("**REDI**") Customer-Sited Distributed Generation ("**DG**") Program (the "**REDI CS DG Program**," and this document, the "**Program Guidelines**") to fulfill a 50 MW portfolio of DG solar resources in accordance with the Commission's Final Integrated Resource Plan ("**IRP**") Order issued in Docket No. 40161. Additionally, in accordance with the Georgia Public Service Commission's ("**Commission**") April 20, 2017 Order Regarding the Notice of Conclusion of the ASI-Prime DG Program and Plan for Deployment of Remaining Unsubscribed Megawatts, the Company is assigning any unsubscribed MW from the previous Advanced Solar Initiative ("**ASI**") Prime solicitation to this REDI CS DG Program offering. Therefore, additional MW will be added to the total program solicitation amount to fill this Solicitation ("**Solicitation Target**").

This REDI CS DG Program will continue to advance the Commission's and the Company's goal of encouraging opportunities for renewable development and the Company's commitment to diversity in its generation mix. Georgia Power is a national leader in solar procurement and the Company's previous procurement programs have been instrumental in growing one of the largest voluntary solar programs in this country. Georgia Power is dedicated to adding renewable resources to its generation portfolio in a safe, reliable, and cost-effective manner.

The following Program Guidelines more fully describe the specific Customer-Sited energy products being sought by Georgia Power and the Application process to fill the Solicitation Target.

The Solicitation Schedule

The Solicitation Schedule is put forth below. In consultation with Staff and the Independent Monitor ("**IM**"), the Company reserves the right to revise the Solicitation Schedule, as necessary. The most current Solicitation Schedule will be available on the IM Website (gpcredi.accionpower.com).

SOLICITATION SCHEDULE	
ACTIVITY	DATE
Interconnection Webinar	July 20, 2017
Draft Program Guidelines Posted on the IM Website	August 15, 2017
Comment Period Opened	August 15, 2017
Program Conference	August 17, 2017
Comment Period Closed	August 22, 2017
Final Draft Program Guidelines Filed with Commission for Approval and Posted on IM Website	October 5, 2017
Anticipated Commission Approval of Final Program Guidelines	October 17, 2017
Final Approved Program Guidelines Posted on the IM Website	October 20, 2017
Application Period Begins	November 1, 2017
Application Period Closes (Application Fees Due)	November 30, 2017

SOLICITATION SCHEDULE	
ACTIVITY	DATE
Initial Application Review Process Begins, Lottery Conducted If Necessary	December 1, 2017
Communicate to Applicants Initial Selection List, Hold List, and Wait List Determinations	December 2017 – February 2018
Begin Technical Review and Review of Application Part 2	February 2, 2018
Contracting Period Begins	February 2018
Executed Customer-Sited PPAs Filed with Commission for Approval	Begins February 2018
Hold List/Reserve List Released	April 15, 2018

Eligibility and Facility Requirements

Facility Requirements

Consistent with the Final IRP Order, Georgia Power is seeking to fill the Solicitation Target with Customer-Sited DG, Solar Photovoltaic (“**PV**”) (fixed tilt or tracking) resources sized greater than 1 kW up to 3 MW (DC). The Facility Size must be less than or equal to 125% of (i) the actual alternating current (“**AC**”) annual peak demand of the Customer’s Premises in 2016, or (ii) the 2017 verifiable projected annual AC peak demand of a new or modified site. A residential customer is limited to 20 kW. If a Customer has participated in a previous Georgia Power buy-all/sell-all program, and there is an existing solar generation facility associated with the Customer (whether under the same or a different Georgia Power Customer Account number), and the Customer chooses to participate in this REDI CS DG program, then the Customer’s aggregate generation for the existing buy-all/sell-all facility and the proposed Facility cannot exceed 125% of the Customer’s current or projected peak demand. Also, the parcel of land where the proposed Facility will be located must have a unique and existing parcel number, as listed in the county property records prior to **December 31, 2016**, and the Applicant must provide the GPS coordinates for the center of the solar array on the Premises in the Application.

Customer-Sited Projects

Only a Customer-Sited Facility is eligible for participation in this Solicitation. To qualify as “Customer-Sited,” the Facility must be located on (a) the Premises of a Customer with an existing Georgia Power meter at the Premises as of **June 1, 2017**, on the same circuit and capable of delivering energy to the same Georgia Power Distribution Circuit at the existing service point, or (b) adjacent land (*i.e.*, shares a common border with, as depicted on **Figure B1** below) to the Customer’s Premises, so long as the adjacent land is being used and developed on the Customer’s behalf. The presence of a public roadway between the Customer’s Premises and such adjacent parcel does not eliminate the “common border” between parcels or prevent such adjacent parcel from meeting the Customer-Sited criteria.

Georgia Power reserves the right to determine whether any Facility meets the criteria to qualify as Customer-Sited and to address any issues on a case-by-case basis. For the avoidance of doubt, if a Customer has more than one Premises (*e.g.*, two business locations in two counties), such Customer may locate a Facility on each Premises, subject to the other qualification criteria for an acceptable Customer-Sited project.

Figure B1 below provides a graphic example of a Customer’s Premises and adjacent land that qualifies as Customer-Sited. The figure also indicates nearby land to the Customer’s Premises that does not qualify as Customer-Sited.

FIGURE B1 – Graphic Example of Customer-Sited



*Blue = Customer's Premises (load); Green (✓) = Adjacent Land that qualifies as Customer-Sited; Yellow (X) = Land that does not qualify as Customer-Sited

Customer-Sited Facilities may be owned by the Customer or by a third party who will be the Seller under the PPA. If the Customer-Sited Facility will be owned by a third party who will be the Seller under the PPA, the Customer must provide written consent via the Customer Consent Form included in Attachment F. If applicable, the completed Customer Consent Form must be included in Part 2 of the Application, described in Section IV(B)(5).

The Customer must be an active holder of a Georgia Power Customer Account that is not delinquent at the time Georgia Power provides the PPA to Applicant for execution.

The Solicitation Process:

Pre-Application Period

Pre-Application Webinar

Interconnection information was presented to potential Applicants registered on the IM Website in a Pre-Application Webinar held on **July 20, 2017**. The interconnection webinar presentation and related materials are available on the IM Website. The webinar information was designed to assist an Applicant in understanding Georgia Power's distribution system, the DG interconnection process and typical activities for construction of interconnection facilities. Georgia Power encourages all potential Applicants to use available resources to understand the process and activities involved with completing a distribution interconnection in a timely manner.

Interconnection Guidance

From **July 21 to September 15, 2017**, upon request and payment of the interconnection guidance fee, Georgia Power offered potential Applicants interconnection guidance to assist an Applicant in evaluating siting options and identifying potential interconnection constraints prior to submitting an Application. Georgia Power offered three tiers of interconnection guidance. A potential Applicant could choose to pay for one or more of the three tiers, each of which provided increasing levels of detailed generator interconnection information. Additional information on available interconnection guidance was outlined in

the interconnection webinar materials available on the IM Website. Requesting interconnection guidance was not required as a prerequisite to submitting an Application in this Solicitation. Participation and payment for interconnection guidance was not a guarantee that an Applicant receiving such guidance would be selected to participate in this program.

Draft Program Guidelines and Comment Period

Georgia Power posted the draft Program Guidelines (which include the pro forma PPA) on the IM Website for comment. Georgia Power encouraged potential Applicants and interested parties to comment on the Program Guidelines, and the terms and conditions of the pro forma PPA, that (1) a commenter believed could be improved upon or modified, and (2) a commenter supported and believed are appropriate and important for this Solicitation.

The official Comment Period commenced on **August 15, 2017** and closed on **August 22, 2017**. Potential Applicants and interested parties could submit comments through the IM Website. Instructions for submitting comments were available on the Comment Page of the IM Website. For each comment submitted, the commenter received an email from the IM Website acknowledging receipt. Comments were reviewed by the Company, the IM, and Commission's Staff ("**Staff**"), but were not visible to any other party. Please note, the identity of each commenter was available to the Company, the IM, and Staff.

Following the Comment Period, Georgia Power aggregated the common themes and posted a response document on the IM Website. Additionally, Georgia Power extracted the questions received in the comments and posted a response to those questions on the Question and Answer ("**Q&A**") section of the IM Website for the benefit of all Applicants.

Program Conference

The Company hosted a Program Conference to address any questions posed by Applicants and interested parties regarding the Solicitation and draft documents. The Program Conference was held in-person at Georgia Power's headquarters and via webinar on **August 17, 2017**. The Program Conference presentation is available on the IM Website.

Frequently Asked Questions; Question and Answers

There is a tab on the IM Website for frequently asked questions ("**FAQ**"). Throughout the Solicitation, an Applicant may submit questions via the Q&A section of the IM Website. Both the Q&A and FAQ documents are publicly available and are sources of information available to potential Applicants and interested parties.

Final Program Guidelines Filed for Commission Approval

Suggested revisions received during the Comment Period or from Q&A submissions on the IM Website that were accepted by the Company were incorporated into the final Program Guidelines and pro forma PPA. Georgia Power filed the final Program Guidelines, including the pro forma PPA with the Commission for approval. Once approved, all concepts and material provisions of the Program Guidelines, and the PPA specifically, are non-negotiable. All Applications must conform in all material respects to the provisions of the final Program Guidelines and pro forma PPA found in **Attachment H**.

Application and Lottery Process

Application Process and Requirements

Georgia Power will use an Application process to fill the Solicitation Target. The Company will accept only one Application per Georgia Power Customer Account. However, the Company will permit more than one Application per parcel of land if multiple, unique Customers desire to co-locate individual projects (separate Facilities) on one single parcel, provided (i) each Seller is unique, (ii) each Facility has its own unique Point of Interconnection, (iii) each Facility has its own unique and independent transformer(s), and (iv) all other REDI CS DG Program Guidelines are met.

If an Applicant submits more than one Application, payment for any fees owed to Georgia Power throughout the Solicitation must be paid separately for each project and Application. The Company will not accept aggregated payments for multiple Applications or Facilities.

All registered users of the IM Website are notified by email when the Commission approves the final Program Guidelines and a list of required Application documents are posted on the Documents Page of the IM Website. All Applicants should familiarize themselves with the Attachments included in these Program Guidelines.

Under- and Over-subscription of the Solicitation

If Georgia Power receives more Applications than the Solicitation Target, a lottery will be conducted through the IM Website and overseen by the Staff. The lottery will generally follow the same process used by Georgia Power in prior solicitations. If Georgia Power does not receive sufficient Applications to fill the Solicitation Target by **November 30, 2017**, any MW that remain unsubscribed will be allocated to the REDI DG Request for Proposals (“RFP”) solicitation, which will be issued next year.

Application Process: Part 1

To gain efficiencies in the Application process, Georgia Power is initiating a two-step Application process. Part 1 of the Application requires each Applicant to provide basic project information (e.g. location, size, ownership, Georgia Power Customer Account information, and general interconnection characteristics).

Each Applicant must electronically submit Part 1 of the Application to Georgia Power via the IM Website. For each Application submitted, Applicant will receive an email acknowledgment from the IM Website. Each Applicant must pay a \$3/kW (“DC”) non-refundable Application Fee for each Part 1 Application submitted. Application Fees must be submitted electronically through the IM Website and may be paid either through Wire Transfer or Automated Clearing House (“ACH”). Each Applicant is required to identify and separately submit the Application Fee for each Application and is prohibited from aggregating funds for multiple projects when submitting the required fees to Georgia Power. Additional electronic payment instructions are available on the IM Website. Georgia Power will only review the Application if it is complete and the Applicant has paid the Application Fee in full.

Beginning at 9:00 a.m. Eastern Prevailing Time (“EPT”) on **November 1, 2017**, Georgia Power will begin accepting Part 1 of the Application. Each completed Part 1 of the Application must be submitted through the IM Website by **12:00 p.m. noon EPT on November 30, 2017**. If an Application has not been initiated by 10:00 a.m. EPT on **November 30, 2017**, such Person will not be allowed to begin the Application process. This is to ensure timely completion of the Application and fair treatment of all Applicants.

Selection List, Hold List, and Wait List Determination

Following the close of the Application Period on **November 30, 2017**, Georgia Power will conduct an initial screening of the completed Part 1 Applications to identify any Applications that failed to conform to the Program Guidelines. If Georgia Power receives Applications for more than the Solicitation Target, a

lottery will be conducted, as discussed in Section IV(B)(2) above, and Georgia Power will assign Applications to a "Selection List," a "Hold List", and, if applicable, a "Wait List." The Selection List will be comprised of Applications that in the aggregate fulfill the entire Solicitation Target, and up to the next 10 MW of Applications will be assigned to the Hold List. All other Applications, if any, will be placed on the Wait List. If Georgia Power does not receive sufficient Applications to fill the Solicitation Target, Georgia Power will assign all Applications to the Selection List in order of date and time received. Georgia Power will notify each Applicant of its status for each Application in accordance with the Solicitation Schedule.

Selection List Applicants must complete and submit Part 2 of the Application. If an Application on the Selection List is disqualified or withdrawn, a project on the Hold List may move to the Selection List, and thereafter an Application on the Wait List may move to the Hold List. Georgia Power will not provide PPA's to projects on the Selection List after **April 15, 2018**. At that time, all projects then on the Hold List and Wait List will be released from further consideration. Any unfulfilled MW from the Solicitation will be assigned to the REDI DG RFP.

In compiling the Selection List, if multiple projects would interconnect to the Georgia Power distribution system in close proximity, such that their combined system impact costs are not independent, priority will be established based on the date/time of the Application, or priority of selection in the lottery, as applicable.

Application Process: Part 2 and Review Period

Each Applicant must complete and electronically submit Part 2 of the Application to Georgia Power via the IM Website within 30 Days of Selection List notification. Part 2 of the Application includes the submittal of (a) the Site Control Affidavit and Landowner Confirmation provided in **Attachment E**; (b) the Customer Consent Form (if applicable) provided in **Attachment F**; (c) the Opt-In/Opt-Out Form provided in **Attachment G**; (d) the selected sample Facility one-line diagram from **Attachment C** or provided by Seller as described below; (e) all additional Facility information requested by Georgia Power; and (f) the payment of a non-refundable Interconnection Study Fee. An Applicant with more than one Application on the Selection List must separately submit the Interconnection Study Fee for each Application. However, an Applicant's Interconnection Study Fee may be waived for each Application that received the third tier of interconnection guidance, or its equivalent in a prior interconnection study, provided that (i) such Application is materially similar in all respects to the project that received the interconnection guidance, and (ii) the Applicant identifies receipt of such guidance in Part 1 of the Application. A Selection List Applicant may be required to submit further evidence of Site Control if deemed necessary by Georgia Power.

As stated above, each Applicant must submit a sample Facility one-line diagram in Part 2 of the Application. Six sample Facility one-line diagrams are found in **Attachment C**. An Applicant may submit an alternative sample Facility one-line diagram other than one of the samples in **Attachment C**, however, before it will be accepted, it will be subject to Georgia Power's approval and must have at least the same level of detail as the samples in **Attachment C**. The submitted sample Facility one-line diagram, once approved by Georgia Power, will be binding as the basis for the final Facility one-line diagram that Seller will submit in accordance with Section V(A) below. Once Applicant submits a sample Facility one-line diagram, it is not subject to material modification. Georgia Power will rely on the sample Facility one-line diagram submitted by Applicant in the review and approval of Part 2 of the Application.

Once Georgia Power receives the completed Part 2 of the Application for a Selection List project, including payment of the Interconnection Study Fee (unless otherwise waived as set forth above), Georgia Power will schedule a site review and begin the Interconnection Study for the Facility. Upon completion of the Interconnection Study, Georgia Power will provide the Selection List Applicant with options and cost estimates for interconnection to the Georgia Power Distribution Circuit. Georgia Power will provide Applicant the cost estimates for Georgia Power ownership of the step-up transformer, as well as a cost estimate for Seller ownership of the step-up transformer. After receipt of the Interconnection Study information, each Applicant must make a binding election regarding ownership of the step-up transformer as further discussed in Section IV(C)(1).

Georgia Power will review only those Selection List Applications for which Georgia Power has received a completed Part 2 of the Application and that are not disqualified for failure to satisfy any of the requirements of the Program Guidelines. If an Applicant fails to submit a fully completed Part 2 of the Application within the 30-Day timeframe, the Application will be rejected immediately from consideration. Georgia Power reserves the right to request Seller resize its Facility for safety, reliability or operational reasons prior to PPA execution.

Duty to Notify Georgia Power of Issues Impacting Project Development

An Applicant must promptly notify Georgia Power of any issue, event or other development that has impacted, or would reasonably be expected to impact, the Seller or the development, construction, or completion of the Facility.

Rejection of Applications, Applicants, and Applicant Requests

With input from the IM and Staff, the Company reserves the right to reject any Application for failure to meet any of these Program Guidelines. Without qualification and in its sole discretion, Georgia Power may decline to enter into a PPA with any Person. If Georgia Power discovers that any Applicant has violated the Program Guidelines, or has otherwise violated the spirit and intent of this Solicitation, Georgia Power reserves the right to reject any and all related Applications from participation, which also may further affect an Applicant's participation in any future programs offered by Georgia Power. Any Applicant who submits an Application in response to this Solicitation thereby waives any recourse against the Company, its parent, or any of its affiliates, or the IM, for either rejection of its Application(s) or for failure to execute a PPA for any reason. The Company will not refund any Application Fee, interconnection guidance fee, or Interconnection Study Fee paid by Applicant for any reason, including Georgia Power's rejection of an Application or failure by any party to execute a PPA.

Georgia Power strives to maintain a level playing field for all those interested in participating in the REDI CS DG Program and will closely monitor all Applications to ensure that projects are developed in accordance with these Program Guidelines. If a violation is discovered, the Company will take action, including disqualification of the Applicant from participation in this Solicitation.

Rejection of Application for Failure to Respond or Comply with Deadlines

The Company reserves the right to reject any Application at any time if the Applicant fails to submit any information, make payments or otherwise provide to Georgia Power any required deliverables by the deadlines set forth in these Program Guidelines.

Rejection of Application for System Upgrades Beyond the Georgia Power Distribution Circuit

The Company reserves the right to reject any Application if the project requires upgrades or modifications beyond the Georgia Power Distribution Circuit, including the right to reject any project that requires upgrades to any substation or upgrades of equipment on an adjacent distribution circuit of another electric service provider.

If the Application proposes a Facility that will be served from a non-Georgia Power-owned substation and the Facility Size, or the aggregate size of existing or new projects, equals or exceeds two (2) MW (AC), then the Company reserves the right to reject such Application because the timeline for the required interconnection study is unknown and may exceed the timeline for this program.

Rejection of Application for Environmental Concerns

The Company reserves the right to reject any Application if the siting and construction of a proposed Facility presents significant environmental impact or risk that (1) cannot be mitigated or overcome within

the timeframe of this Solicitation, or (2) potentially undermines the Company's environmental stewardship policy.

Rejection for Applicant Actions Taken to Undermine the Program

Actions taken by an Applicant to undermine the REDI CS DG Program's intent will not be tolerated. Examples of conduct that would result in rejection of an Applicant are listed below. This list is illustrative and not exhaustive, and the Company reserves the right to bring to the Commission's attention any activity that thwarts the goals and spirit of the program, and to take any other action as may be necessary, including rejection of all Applications submitted by such Applicant.

- Using the Georgia Power name to convince or mislead a Customer to participate in the program, or otherwise indicating that Georgia Power is requesting that the Customer develop the project.
- Attempting to influence lottery results by submitting multiple Applications without doing the required due diligence regarding whether the project can be developed in accordance with the specifications outlined in the Application and the Program Guidelines.
- Submitting a greenfield project located on property adjacent to the Premises that is not used or developed on the Customer's behalf, or otherwise misleading a Customer into agreeing to allow a project to be constructed on the Customer's behalf.
- Missing project deadlines to manipulate individual project timelines in order to create a portfolio benefit for all of an Applicant's Applications.
- Using the same Georgia Power Customer Account number for more than one Application.
- Using Georgia Power Customer Account information or submitting an Application to develop a project without the Customer's knowledge, informed consent, and approval.
- Modifying the terms of the pro forma PPA (including Appendices), Interconnection Agreement, or any other required document submitted as part of this Solicitation prior to execution of such agreement.
- Making public statements regarding the Applicant's Facility and participation in this Solicitation that would claim the Environmental Attributes, including RECs, in violation of these Program Guidelines and the pro forma PPA.

Rejection of an Applicant's Request that Conflicts with Company Policy

If an Applicant requests that the Company take any action that would be in conflict with Georgia Power's business policies and procedures, the Company will not honor such request and will inform the Applicant of the conflict.

Successful Applications, Contract Execution; Commission Approval and Process

Successful Applications

When Georgia Power completes its review of a Selection List Application, and if Georgia Power accepts the Application ("**Successful Application**"), Georgia Power will notify the successful Applicant that it may move forward to the contracting phase of the program. Within 10 Days after such Successful Application notice, the Applicant must inform Georgia Power in writing of the transformer ownership option selected by the Applicant (*i.e.*, whether Applicant elects for the Seller or Georgia Power to purchase, install and own the transformer). Once the election regarding transformer ownership is communicated to Georgia Power, such election will be binding on the Applicant and Seller. Furthermore, for projects under common

ownership that are connected to the same Georgia Power Distribution Circuit (*i.e.*, a strip mall), Georgia Power reserves the right to aggregate projects under one PPA and IA at a size not to exceed three (3) MW (DC).

Seller Agreement Execution

Georgia Power will send the PPA and the Interconnection Agreement to each successful Applicant for execution. As described in more detail in Section V(C), Mechanical Completion of the Facility must be achieved by the Required Mechanical Completion Date (“**RMCD**”), which is defined in the pro forma PPA as a certain number of Days following the PPA Execution Date (the date Georgia Power executes the PPA). Based on Applicant’s binding election regarding transformer ownership, the timing reflected in the interconnection study and the conclusion of the Solicitation, Georgia Power will provide Applicant with an acceptable range of Days from which Applicant may select the RMCD. Such range of Days will be based on the minimum number of Days needed by Georgia Power to complete construction of the interconnection facilities and the latest date by which Seller will be permitted to reach RMCD within this time-limited Solicitation. If, in Georgia Power’s reasonable discretion, Seller cannot achieve Mechanical Completion of the Facility, or Georgia Power cannot reasonably construct its interconnection facilities, by **November 30, 2018**, then Georgia Power reserves the right to decline to enter into a PPA with such Applicant.

Within 15 Business Days of receipt of the PPA and IA, a successful Applicant must insert its selected RMCD into the PPA, chosen from within the range of Days provided by Georgia Power, and then execute and return the PPA and IA to Georgia Power. If the executed PPA and IA are not returned to Georgia Power within 15 Business Days, Georgia Power reserves the right to reject the Application. In addition, Seller must use diligent efforts to promptly execute any Additional Agreement (*e.g.*, easement to effectuate the interconnection) that may be required by Georgia Power. If construction of the project is to move forward in a timely manner, Seller must execute any Additional Agreements in a timely manner. Georgia Power will request Seller execute and return any necessary Additional Agreement within 15 Business Days of being provided an execution version of such agreement by Georgia Power.

Georgia Power Agreement Execution

Once the successful Applicant executes the PPA and the IA, Georgia Power will review and confirm that the PPA and IA are complete and satisfactory. Upon such confirmation, Georgia Power will countersign the PPA and the IA. Georgia Power will not execute the PPA or IA if the Seller includes an RMCD that is outside the acceptable range of Days provided by Georgia Power. The effective date of each agreement will be the date on which Georgia Power executes such agreement.

Georgia Power will file a request for Commission certification of the PPA within 10 Business Days of Georgia Power’s execution of the PPA. If the Commission fails to approve the PPA, or approves the PPA with modifications or conditions that are not acceptable to Georgia Power, Georgia Power will have the right to terminate the PPA upon written notice to Seller, provided that such notice is delivered to Seller no later than 15 Business Days after the date of the applicable Commission order. If the PPA is terminated pursuant to this provision, Georgia Power will also terminate the IA.

Process to Achieve Commercial Operation Authorization

Final Design Information

Seller must provide all final Facility documents required by Georgia Power for use in the design, procurement, construction and installation of its interconnection facilities, as soon as practicable, but no later than 60 Days prior to the RMCD. Any delay in furnishing the final Facility documents to Georgia Power and any change to the Facility design or equipment or the Site may result in delays in Georgia Power’s completion of its interconnection facilities and delay the interconnection of the Facility. For

Facility Size equal to or greater than 100 kW, the final design documents (including the Facility one-line diagram and the Site plan) must be stamped by a Georgia professional engineer.

As stated in Section IV(B)(5), Applicant must submit a sample Facility one-line diagram in Part 2 of the Application to serve as the basis for the final Facility one-line diagram. Seller must submit the final Facility one-line no later than 60 Days prior to the RMCD. After Seller submits and Georgia Power approves the final Facility one-line diagram, Georgia Power may accept a change to it if the revision is simply to change like-for-like equipment to major system components. However, any change that Seller requests be made to the final Facility one-line diagram after it has been approved by Georgia Power may result in Georgia Power assessing additional fees to Seller for interconnection study or additional interconnection facilities and may delay interconnection of the Facility.

Interconnection Information

Seller is solely responsible for payment of all Interconnection Costs. The IA will reflect the Interconnection Costs owed by Seller to Georgia Power. Seller must submit payment of Interconnection Costs within 30 Days after the Execution Date in accordance with the IA. Interconnection Costs reflected in the IA are time sensitive and any delays beyond the outlined timelines may result in the Company re-calculating the Interconnection Costs, which may result in higher Interconnection Costs. Georgia Power is not obligated to incur any Interconnection Costs or otherwise commence any interconnection related work until Seller has executed the IA and made the required payment of Interconnection Costs. Georgia Power will not be required to commence Initial Synchronization or otherwise interconnect the Facility to the Georgia Power Distribution Circuit until Seller has fully paid Georgia Power for all Interconnection Costs incurred by Georgia Power. Seller must pay Georgia Power for any additional Interconnection Costs incurred by Georgia Power as a result of any changes to the Facility documents, the Facility or the Site, or any delay in Seller paying Interconnection Costs or providing Facility documents.

Mechanical Completion

The PPA sets forth the criteria for Mechanical Completion of the Facility. As noted above, Mechanical Completion of the Facility must be achieved by the RMCD. Seller must submit the Mechanical Completion Certificate, found in **Appendix F** of the pro forma PPA, when the Seller believes the Facility has achieved Mechanical Completion. Failure to achieve Mechanical Completion by the RMCD will result in Seller's obligation to pay Delay Damages as further discussed in Section VI(F). For the avoidance of doubt, Seller's achievement of Mechanical Completion and Georgia Power's construction of the interconnection facilities are not intertwined. This program is designed to ensure Seller's obligations and achievement of its milestone activities are separate from Georgia Power's obligations and milestone activities related to interconnection. Therefore, if Seller fails to achieve Mechanical Completion by the RMCD, Seller incurs Delay Damages solely because Seller failed to meet its own construction milestone schedule.

Initial Synchronization

Seller must request and be prepared for Initial Synchronization within 60 Days following Mechanical Completion pursuant to Section 8(c) of the PPA. After Georgia Power and Seller will jointly select a date and time for Initial Synchronization. Georgia Power is entitled to at least ten (10) Business Days' prior written notice of the date for Initial Synchronization. During Seller's commissioning of the Facility, if the period of Initial Synchronization exceeds seven consecutive Days, Georgia Power reserves the right to temporarily disconnect the Facility and to re-energize its interconnection facilities at a later date. Failure to Request Initial Synchronization by the Required Notice Date for Initial Synchronization will result in Seller's obligation to pay Delay Damages as further discussed in Section VI(F).

E. Witness Testing

The Facility must successfully pass all testing in accordance with the Georgia Power Distribution Test Policy ("**Witness Testing**") by no later than 120 Days after the date of Initial Synchronization. Georgia

Power and Seller will jointly select the date and time of Witness Testing; provided, however, that Georgia Power may schedule Witness Testing in the order of requests received and subject to availability of its resources and generally requires at least 14 Days' prior notice. If Witness Testing cannot take place immediately following Initial Synchronization, parallel operation of the Facility with the Georgia Power Distribution Circuit will be prevented until the Witness Testing date is mutually selected and agreed upon by Georgia Power and Seller. Georgia Power will grant Commercial Operation Authorization to Seller within seven Business Days after the successful completion of Witness Testing. Failure to successfully complete Witness Testing within 120 Days following the date of Initial Synchronization will be considered a Seller Event of Default under the PPA and give rise to the Company's right to terminate the PPA.

Overview of PPA Obligations

Pricing, Payment, and Term

Georgia Power will purchase 100% of the Solar Output produced from the Facility. The price paid to a Seller for the Solar Output generated by the Facility is based on the RCB Avoided Cost. A Seller may receive payment in the form of a bill credit, which can roll over monthly up to a \$500 cap or for 12 consecutive months, whichever occurs first. Thereafter, Georgia Power will true-up any existing credit and issue a check to the Seller.

An Applicant may select pricing that either is levelized over the entire Term or escalates each calendar year. The levelized price and the escalating prices for Solar Output are found in **Attachment B**. The Term of the PPA may be for a period of 15, 20, 25, 30 or 35 Annual Periods, at the Applicant's option.

A Seller opting for levelized pricing will be required to deliver Front Load Performance Security in the form of Eligible Collateral prior to submitting its Initial Synchronization Request. The Front Load Performance Security is provided to reimburse Georgia Power for early payments paid to Seller if the PPA terminates before the end of the Term. If Seller fails to comply with the Front Load Performance Security requirements, or in the event of early termination of the PPA, Georgia Power is entitled to draw upon the Front Load Performance Security. The Front Load Performance Security amount is found in the Levelized Payment Account Balance set forth in **Appendix C** of the PPA.

The price for Solar Output includes all Environmental Attributes, including Renewable Energy Credits ("RECs"), as further described in Section VI(B) below.

Renewable Energy Credits and Environmental Attributes

To ensure Georgia Power's ability to use Environmental Attributes, including RECs, for the benefit of all customers, the Environmental Attributes are bundled with the energy delivered from the Facility to the Point of Interconnection and are included in the price of Solar Output. Seller must comply with the provisions of the PPA with respect to Environmental Attributes. Environmental Attributes are the sole and exclusive property of Georgia Power, which Georgia Power will make use of for the benefit of its customers. Environmental Attributes cannot be claimed by any Person other than Georgia Power.

Interconnection

Each Facility must interconnect at a unique Point of Interconnection to a Georgia Power Distribution Circuit. Each Applicant is responsible for determining all distribution-related rules, practices and policies with which the Seller must comply. Attachment D provides the Parallel Operation of Generation on the Distribution System criteria, which can also be found on the IM Website. Seller is responsible for the proper synchronization of the Facility with the Georgia Power Distribution Circuit.

Interconnecting this Solicitation's multitude of DG projects to Georgia Power's distribution system will require the cooperation and diligent efforts of all parties involved. Accordingly, an Applicant must respond

to any inquiry or request from Georgia Power related to the interconnection in a timely manner and no later than within the time period requested by Georgia Power.

Each IA will outline the expected time necessary to complete construction of the interconnection facilities for the project. Georgia Power does not guarantee the completion of its interconnection facilities by a date certain or Initial Synchronization by a date certain. For the avoidance of doubt, Seller cannot incur Delay Damages for any unforeseen delay in Georgia Power's construction of the interconnection facilities. Seller only incurs Delay Damages if Seller fails to achieve Mechanical Completion prior to the RMCD, or fails to submit the Initial Synchronization Request prior to the Required Notice Date for Initial Synchronization.

Seller must timely execute any Additional Agreement(s) (e.g., easement(s), amendments, etc., if applicable) that are needed for Georgia Power to effectuate the interconnection.

Metering

Each Facility must be separately metered. The IA will require the Seller to pay, among other costs for interconnection, an administrative fee of \$0.175/kW DC per month, up to \$250 per month, and the monthly metering service charge as outlined in the pro forma PPA. If the Facility Size is greater than one (1) MW, Seller must also pay a \$110 interval metering service charge per month as provided in the IA.

Georgia Power Customer Account

Unless the Seller has an existing Georgia Power Customer Account for the Facility, the Seller will be required to establish a Georgia Power Customer Account for identification, billing and payment purposes within 60 Days after the Execution Date of the PPA.

Delay Damages

Seller will incur liquidated damages for delay if the Facility fails to achieve Mechanical Completion by the RMCD, or if Seller fails to request Initial Synchronization by the Required Notice Date for Initial Synchronization. Georgia Power encourages each Applicant to review Section 8(b) and 8(d) of the PPA for the details regarding Delay Damages and the associated posting of Eligible Collateral.

Performance Security

Performance Security (in addition to Front Load Performance Security) will be required under the PPA for a Facility with a Facility Size greater than or equal to 250 kW if the Seller is not Creditworthy. Such Performance Security must be in the form of Eligible Collateral in the amount required in **Appendix E** of the PPA, and must be posted prior to the date of the Initial Synchronization Request.

Termination Damages

If Georgia Power terminates a PPA as a result of a Seller Event of Default, Seller is liable for termination damages as provided in the pro forma PPA. If Seller is not a residential Customer, such termination damages will be liquidated damages in the amount shown in Section 6 of **Appendix A** of the pro forma PPA corresponding to the year in which early termination occurs. If the Seller selected levelized pricing, Georgia Power also will draw on the full applicable Account Balance amount of the Front Load Performance Security.

Variable Interest Entity

This provision does not apply to residential Customers.

Accounting and tax rules may require that a purchase contract be treated as a Variable Interest, and Seller be consolidated as a Variable Interest Entity (“VIE”) onto Georgia Power’s books. Georgia Power is unwilling to be subject to accounting or tax treatment that results from VIE status.

Georgia Power will not require an Applicant to provide independent certification of VIE status with a submitted Application; provided, however, as provided in Section 16(xvii) of the pro forma PPA, (i) Seller must warrant and covenant that during the Term, Georgia Power will not be subject to VIE treatment, nor deemed the Primary Beneficiary at any point during the Term, and (ii) in the event that the PPA causes Georgia Power to be deemed the Primary Beneficiary at any point during the Term, unless cured, such treatment will constitute a Seller Event of Default, giving rise to Georgia Power’s right to terminate the PPA. Georgia Power encourages an Applicant to seek independent accounting advice prior to entering into the PPA to ensure its individual organizational structure will not result in VIE status.

Press Releases

Neither Applicant nor any of its Affiliates is permitted to issue any public statement, press release, internet/website/social media posting, or other publication concerning the Application or Facility without the content of such communication first being reviewed and agreed upon by Georgia Power before release to the public. The Applicant may send its press release and public statement requests for Georgia Power’s review to G2GPCREDIDG@southernco.com.

Environmental Compliance

Due to the potential impact of renewable generation when constructed in or around sensitive environmental or cultural areas, an Applicant may need to conduct additional review, mitigation and permitting activity prior to developing a Site. Georgia Power conducts environmental reviews in conjunction with its interconnection and easement work and expects that each Applicant will perform due diligence concerning protection of the natural habitat and other environmental features at their Site(s). Accordingly, by submitting an Application in response to this Solicitation, the Applicant is acknowledging (i) understanding of and compliance with the legal environmental standards and requirements respecting the Site, (ii) agreement to conduct necessary due diligence, acquire permits, and construct the Site in compliance with all federal, state, and local laws pertaining to environmental protection, and (iii) that Applicant will mitigate environmental impacts, if any, as required under applicable federal and state law, for the Term of the PPA. As stated in Section IV(B)(7)(iii), Georgia Power reserves the right to reject an Application if the siting and construction of a proposed Facility presents significant environmental impacts or risk.

Other Solicitation Information

Independent Monitor

The Commission has retained Accion Group as an independent monitor to oversee this Solicitation. The IM’s Website will be the host forum for the REDI CS DG Program and may be accessed at gpcredi.accionpower.com. Any Applicant and interested party may communicate with Georgia Power, the IM and Staff through the IM Website. Georgia Power, the IM and Staff prefer each Applicant and interested party communicate through the IM Website. If additional contact between any Applicant and Georgia Power or Staff is necessary to resolve any specific question, issue or concern related to this Solicitation or an Application, an Applicant or interested party may communicate directly with Georgia Power and Staff; provided, however, any discussion that suggests or requests a change to an Application or to the draft Program Guidelines or pro forma PPA must be documented in writing in either the Applicant’s folder or the Q&A page on the IM Website.

Optional Participation in the Georgia Energy Data Network

A successful Applicant selected to take part in this Solicitation will have the option to participate in the Georgia Energy Data network. Georgia Energy Data is a website developed in partnership between Southface Energy Institute and Georgia State University’s Geospatial Laboratory that allows users to explore information about solar installations and companies in Georgia. The Commission has endorsed Georgia Energy Data as a solar database that illustrates the rapid progress that the Georgia solar industry has made in recent years. Georgia Power is not affiliated with Georgia Energy Data.

A successful Applicant may have its solar project data included on the Georgia Energy Data website by authorizing Georgia Power to provide information to Georgia Energy Data using the Opt In/Opt Out Form (the current form of which is provided in **Attachment G**). If the Commission acts to update the Opt-In/Opt-Out Form, the most recently approved form will be substituted for the form currently included in **Attachment G**.

Participation in the Georgia Energy Data website is optional and will not affect selection in this Solicitation. Applicants can find more information at www.georgiaenergydata.org. Each Applicant must submit the Opt-in/Opt-out Form to Georgia Power in Part 2 of the Application.

Attachments

ATTACHMENTS	NAME
A	Program Guidelines Definitions
B	Pricing Alternatives
C	Sample Facility One-Line Diagrams
D	Parallel Operation of Generation on the Distribution System
E	Form Site Control Affidavit and Landowner Confirmation
F	Customer Consent Form
G	Georgia Energy Data Opt-In/Opt-Out Form
H	Pro Forma PPA
I	Form of Standby Letter of Credit
J	Form of Guaranty

Attachment A
Program Guidelines Definitions

- **“Additional Agreement”** means any and all agreements, in addition to the Interconnection Agreement, that may be required by Georgia Power in connection with the interconnection of the Facility, including any other agreement associated with reimbursement of Interconnection Costs, and any agreement associated with obtaining property or property rights required for interconnection (e.g., easement agreements, amendments).
- **“AC”** means alternating current.
- **“Annual Period”** means any one of a succession of consecutive 12 month periods, the first of which will begin on the first Day of the month following Seller’s obtaining Commercial Operation Authorization under the PPA.
- **“Applicant”** means a Person who submits an Application into this Solicitation.
- **“Application”** means either Part 1 or Part 2 (or both) of the application providing all required information, and requesting Georgia Power’s consideration of a proposed Facility for the opportunity to sell Solar Output to Georgia Power as part of this Solicitation.
- **“Application Fee”** means the non-refundable \$3/kW (DC) fee required for each Application as determined by the Commission in the Final IRP Order.
- **“Application Period”** means the time period between **9:00 a.m. EPT on November 1, 2017** and **12:00 p.m. noon EPT on November 30, 2017**, during which a potential Applicant may submit a Part 1 Application for consideration.
- **“Business Day”** means any Day excluding Saturday and Sunday and excluding any Day on which banking institutions in Atlanta, Georgia are closed because of a federal holiday.
- **“Comment Period”** means the time period between **9:00 a.m. EPT on August 17, 2017** and **12:00 p.m. noon EPT on August 22, 2017**, during which Applicants and interested parties may submit comments on the Program Guidelines, the selection process, and the terms and conditions of the pro forma PPA.
- **“Commercial Operation Authorization”** means Georgia Power’s written notice to Seller that the Facility can commence commercial operation.
- **“Commission”** means the Georgia Public Service Commission.
- **“Creditworthy”** or **“Creditworthiness”** means a Person (a) with an investment grade rating from two (2) of the three (3) Rating Agencies such that its senior unsecured debt (or issuer rating if such Person has no senior unsecured debt rating) is rated at least (i) BBB- by S&P, if rated by S&P, (ii) Baa3 by Moody’s, if rated by Moody’s, and (iii) BBB- by Fitch, if rated by Fitch, respectively, and (b) has satisfactory and verifiable creditworthiness determined in Georgia Power’s sole discretion.
- **“Customer”** means a retail electric service customer of Georgia Power Company, as defined in Georgia Power’s Rules and Regulations.
- **“Customer-Sited”** means located on (a) the Premises of an existing Customer with an existing Company meter at the Premises as of **June 1, 2017**, on the same Georgia Power Distribution Circuit and capable of delivering energy to the Georgia Power distribution system at the existing service point, or (b) adjacent land to (i.e., shares a common border with, as depicted on **Figure**

B1) the Customer's Premises, so long as the adjacent land is being used and developed on the Customer's behalf.

- **"Day(s)"** means a calendar day.
- **"DC"** means direct current.
- **"Distributed Generation"** or **"DG"** means projects with Generating Capacity sized greater than 1kW but less than 3 MW (DC) that interconnect to the Georgia Power Distribution System.
- **"Eligible Collateral"** means a Letter of Credit, a Seller Guaranty, or cash deposited into a Security Account, or as otherwise deposited with Georgia Power as the Parties may agree; provided, however, that at least fifty percent (50%) of any Eligible Collateral required under any provision of the PPA must be in the form of either a Letter of Credit or cash whenever a Seller Guarantor supplying a Seller Guaranty under the PPA 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 BBB by S&P, or at least Baa2 by Moody's, or at least BBB by Fitch. For 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 a senior unsecured debt rating (or issuer rating if such Person has no senior unsecured debt rating) as set forth above from at least one of S&P, Moody's or Fitch, and if rated by all three Rating Agencies, must have the requisite rating as set forth above from at least two of the three Rating Agencies.
- **"Environmental Attributes"** means (i) any and all fuel-related, emissions-related, air quality-related or other environmental-related aspects, claims, characteristics, benefits, credits, reductions, offsets, savings, allowances, efficiencies, certificates, tags, attributes, demand reductions or similar products or rights (including all of those relating to greenhouse gases and all green certificates, green tags, renewable certificates and renewable energy credits, CO2 credits, emissions 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 PPA Execution Date or at any time during the Term, and (c) whether such 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, and (ii) any environmental benefit Georgia Power otherwise would have realized from or related to the Facility if Georgia Power rather than Seller had constructed, owned or operated the Facility. Environmental Attributes do not include production, energy or investment tax credits.
- **"Execution Date"** means the date on which Georgia Power executes the PPA.
- **"Facility"** means Seller's distributed generation solar facility as described **Appendix A** of the pro forma PPA, including all equipment and facilities installed on Seller's side of the Point of Interconnection.
- **"Facility Size"** means the Facility's installed DC capacity.
- **"Final IRP Order"** means the Georgia Public Service Commission's August 2, 2016 Order Adopting Stipulations concluding and resolving Georgia Power Company's 2016 Integrated Resource Plan proceeding in Docket No. 40161.

- **“Force Majeure Event”** means any occurrence, non-occurrence or set of circumstances that is beyond the reasonable control of such Party, is not reasonably foreseeable, and is not caused by such Party’s negligence, inaction, lack of due diligence, breach of the PPA, or failure to follow prudent industry practices, and as additionally defined in the PPA.
- **“Front Load Performance Security”** means the obligation under the PPA for any Seller who elected levelized pricing to post Eligible Collateral to reimburse Georgia Power for early payments paid to such Seller if the PPA terminates before the end of the Term.
- **“Georgia Power Customer Account”** means a retail electric service account held by an existing Customer with an existing meter on the Premises as of **June 1, 2017**.
- **“Georgia Power Distribution Circuit”** means a Georgia Power-owned circuit operating at greater than 1 kV but less than 44 kV, existing and serving customers as of **June 1, 2017**, excluding facilities, equipment or other devices inside a substation or behind a primary meter.
- **“Georgia Power Distribution Test Policy”** means Georgia Power Company’s Distribution Distributed Generation Witness Testing Guidelines for solar facilities.
- **“IM Website”** means <http://gpcredi.accionpower.com>.
- **“Independent Monitor”** or **“IM”** means the Accion Group, who reports to the Commission and is under contract with the Company to oversee this Solicitation and serves as the point of contact for all Applicants.
- **“Initial Synchronization”** means Georgia Power’s energization of its interconnection facilities to allow trial parallel operation of the Facility, including export of test electric energy to the designated Georgia Power Distribution Circuit for no more than seven consecutive Days.
- **“Initial Synchronization Request”** means Seller’s written notice to Georgia Power informing Georgia Power that the Facility is ready for, and Seller requests, Initial Synchronization.
- **“Interconnection Agreement”** or **“IA”** means that certain Interconnection Agreement by and between Seller and Georgia Power containing terms and conditions governing the interconnection and parallel operation of the Facility with the Georgia Power Distribution Circuit.
- **“Interconnection Costs”** means all costs and expenses (including overheads) arising in connection with the technical review, design, procurement, construction, and installation of facilities required for the interconnection of the Facility to the Georgia Power Distribution Circuit and ongoing maintenance of such interconnection facilities (including costs associated with obtaining property or property rights required for interconnection, such as easements).
- **“Interconnection Study”** means the technical analyses of the impact of parallel operation of the Facility on the safety and reliability of the Georgia Power Distribution Circuit and the Georgia Integrated Transmission System (“ITS”) including determination of, and engineering, design and estimation of, the cost to construct Georgia Power interconnection facilities and any electric system upgrades.
- **“Interconnection Study Fee”** means a non-refundable fee paid by Applicant to Georgia Power in the amount of (a) \$10,000 for an Application for a Facility with a Facility Size greater than or equal to 250 kW, and (b) \$25/kW for an Application for a Facility with a Facility Size less than 250 kW.
- **“kW”** means kilowatt.

- **“kWh”** means kilowatt-hour in alternating current.
- **“Letter of Credit”** means an irrevocable standby letter of credit, substantially in the form of **Attachment I**, that is (i) is issued by a U.S. commercial bank or a U.S. branch of a foreign bank with total assets of at least ten billion dollars (\$10,000,000,000) and having a general long-term senior unsecured debt rating of A minus or higher as rated by S&P, or A3 or higher as rated by Moody’s, or A minus or higher as rated by Fitch, and (ii) is otherwise acceptable to Georgia Power in Georgia Power’s sole discretion.
- **“Mechanical Completion”** means and will be deemed to have occurred upon the satisfaction of the following criteria and conditions: (i) the Seller has completed the assembly, construction and installation of the Facility and the Facility is mechanically, electrically and functionally complete and sound, including that all wiring, controls, instruments, relays, and safety systems are installed and capable of operation; and (ii) the Facility has passed an electrical inspection (as evidenced by an inspection certificate) by either the appropriate city or county inspection authority or a licensed electrician or registered professional engineer if there is no inspecting authority; and (iii) the Seller has obtained any and all other governmental approvals required for the operation of the Facility; (iv) the Facility otherwise is ready for Initial Synchronization; and (vi) Seller has submitted to Georgia Power the Mechanical Completion Certificate, found in **Appendix F** of the pro forma PPA.
- **“MW”** means megawatt.
- **“MWh”** means megawatt-hour in alternating current.
- **“Performance Security”** means the obligation to post Eligible Collateral pursuant to the PPA.
- **“Person”** means any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or governmental authority.
- **“Point of Interconnection”** means the unique physical point at which the Facility is interconnected to the Georgia Power Distribution Circuit, in accordance with the Interconnection Agreement, where Seller delivers energy and Georgia Power purchases energy generated from the Facility pursuant to the PPA.
- **“Power Purchase Agreement”** or **“PPA”** means the Distributed Generation Solar Power Purchase Agreement to be entered into by Georgia Power and successful Applicants in this Solicitation, in the form of **Attachment H**.
- **“Premises”** means a building, structure, or facility to which electricity is being furnished, provided that two or more buildings, structures or facilities that are located on one tract or contiguous tracts of land and are utilized by one electric consumer will together constitute one Premises; provided, however, that any such building, structure, or facility will not, together with any other building, structure, or facility, constitute one Premises if the permanent service to it is separately metered and the charges for such service are calculated independently of charges for service to any other building, structure, or facility; provided, further, that any outdoor security light, or any outdoor sign requirement less than 2200 watts, will not constitute a Premises.
- **“Program Guidelines”** means the entirety of this document, including each Attachment, outlining the rules, guidelines, process, expectations and obligations of the REDI CS DG Program.
- **“Rating Agency”** or **“Rating Agencies”** means the rating entities of S&P, Moody’s, or Fitch.

- **“Renewable Cost Benefit Avoided Cost”** or **“RCB Avoided Cost”** means Georgia Power’s avoided cost as calculated in compliance with the Renewable Cost Benefit Framework, as modified, filed in Commission Docket No. 40161.
- **“Renewable Cost Benefit Framework”** means the comprehensive framework for determining an objective assessment of the costs and benefits of renewable resources on the Southern Company electric system to be used by Georgia Power for the purposes of future program design, resource evaluations, and payment calculations that was approved by the Commission in the Final IRP Order for Georgia Power’s evaluation of REDI bids and amended by the Joint Recommendation Regarding the Renewable Cost Benefit Framework approved by the Commission on **December 22, 2016**, as amended on **May 25, 2017**.
- **“Renewable Energy Credits”** or **“RECs”** means any and all credits, including any emissions reduction credits, such as CO2 emission reduction credits, for renewable energy that could qualify or do qualify for application toward compliance with any local, state, federal or international renewable energy portfolio standard, green pricing program or other renewable energy or environmental mandate or objective.
- **“Required Mechanical Completion Date”** means the date identified in the PPA, which is a mutually agreed date that occurs after the Execution Date of the PPA and by which date the Facility must achieve Mechanical Completion.
- **“Required Notice Date for Initial Synchronization”** means the date that is 60 Days following Mechanical Completion and by which date the Facility must be ready for, and the Seller must request, Initial Synchronization.
- **“Security Account”** means an account designated by Georgia Power for the benefit of Georgia Power, under the exclusive control of Georgia Power free and clear of all liens (including the lien of any lender) of any Person or entity other than Georgia Power. Any Georgia Power Security Account will be established and maintained at the expense of Seller and held by a depository bank acceptable to Georgia Power pursuant to a control agreement in form and substance acceptable to Georgia Power.
- **“Seller”** means the counterparty who has executed a PPA with Georgia Power for a Facility selected to participate in this Solicitation. For the avoidance of doubt, the “Seller” is also the “Generator” under any applicable Interconnection Agreement.
- **“Seller Guaranty”** means a guaranty, in the form of **Attachment J**, from a guarantor who is acceptable to Georgia Power and who is Creditworthy and with sufficient net worth, in Georgia Power’s sole judgment, to secure Seller’s obligations under the guaranty, which provides for payment to Georgia Power upon demand.
- **“Site”** means the physical location where the Facility described in the Application will be located as described in the PPA and identified in **Appendix A** to the PPA.
- **“Solar Output”** means the energy, and all the associated Environmental Attributes, electrical products, and capacity, produced by and associated with the Facility.
- **“Solicitation”** means the Customer-Sited energy products sought by Georgia Power in this REDI CS DG Program and the Application process to fill the program in accordance with the rules, procedures and guidance described in these Program Guidelines.
- **“Solicitation Schedule”** means the schedule of activities and filings to be made in support of the REDI CS DG Program.

- **“Solicitation Target”** means the total MW sought through this Solicitation, which includes 50 MW approved through the Final IRP Order and any rollover MW from the ASI-Prime DG program.
- **“Staff”** means a staff member of the Georgia Public Service Commission.
- **“Term”** means the duration of the PPA (15, 20, 25, 30 or 35 years) selected by the Applicant and reflected in **Appendix A** of the pro forma PPA.
- **“Witness Testing”** means all testing of the Facility required by the Georgia Power Distribution Test Policy.

**Attachment B
Pricing Alternatives**

Levelized Pricing:

LEVELIZED PRICING

Term	Fixed Tilt Price / kWh	Tracking Price / kWh
15 Years	6.505	6.284
20 Years	6.882	6.670
25 Years	7.301	7.094
30 Years	7.617	7.383
35 Years	7.883	7.650

Escalating Pricing Schedule:

ESCALATING PRICE SCHEDULE

All values in cents/kWh

Calendar Year	Fixed Tilt				
	Term				
	15 Yr	20 Yr	25 Yr	30 Yr	35 Yr
2018	4.507	4.419	4.397	4.360	4.330
2019	4.835	4.740	4.717	4.677	4.645
2020	5.255	5.152	5.127	5.083	5.048
2021	5.601	5.492	5.465	5.418	5.381
2022	5.812	5.699	5.671	5.623	5.584
2023	6.276	6.153	6.123	6.071	6.029
2024	6.611	6.482	6.450	6.396	6.351
2025	6.939	6.803	6.770	6.712	6.666
2026	7.169	7.029	6.995	6.935	6.887
2027	7.609	7.460	7.424	7.360	7.309
2028	7.929	7.774	7.736	7.670	7.617
2029	8.384	8.220	8.180	8.110	8.054
2030	8.505	8.338	8.298	8.227	8.170
2031	8.753	8.582	8.540	8.467	8.408
2032	9.090	8.912	8.868	8.793	8.732
2033	9.665	9.476	9.430	9.350	9.285
2034		9.939	9.891	9.807	9.739
2035		10.359	10.308	10.220	10.150
2036		11.012	10.958	10.865	10.790
2037		11.426	11.370	11.273	11.195
2038		11.977	11.918	11.817	11.735
2039			12.362	12.256	12.172

All values in cents/kWh

Calendar Year	Tracking				
	Term				
	15 Yr	20 Yr	25 Yr	30 Yr	35 Yr
2018	4.349	4.280	4.271	4.226	4.202
2019	4.680	4.606	4.597	4.548	4.522
2020	5.083	5.003	4.992	4.940	4.912
2021	5.409	5.324	5.313	5.257	5.227
2022	5.611	5.523	5.511	5.453	5.422
2023	6.076	5.980	5.967	5.904	5.871
2024	6.392	6.291	6.278	6.211	6.176
2025	6.704	6.598	6.585	6.515	6.478
2026	6.930	6.821	6.807	6.735	6.697
2027	7.345	7.229	7.214	7.138	7.098
2028	7.659	7.538	7.522	7.443	7.401
2029	8.099	7.972	7.955	7.871	7.827
2030	8.199	8.070	8.053	7.968	7.923
2031	8.451	8.318	8.301	8.213	8.167
2032	8.796	8.658	8.640	8.548	8.500
2033	9.301	9.154	9.135	9.039	8.988
2034		9.624	9.604	9.502	9.449
2035		10.022	10.001	9.895	9.840
2036		10.636	10.614	10.501	10.442
2037		11.051	11.028	10.911	10.850
2038		11.562	11.538	11.416	11.351
2039			11.955	11.828	11.762

Final Approved REDI CS DG Program Guidelines
November 1, 2017

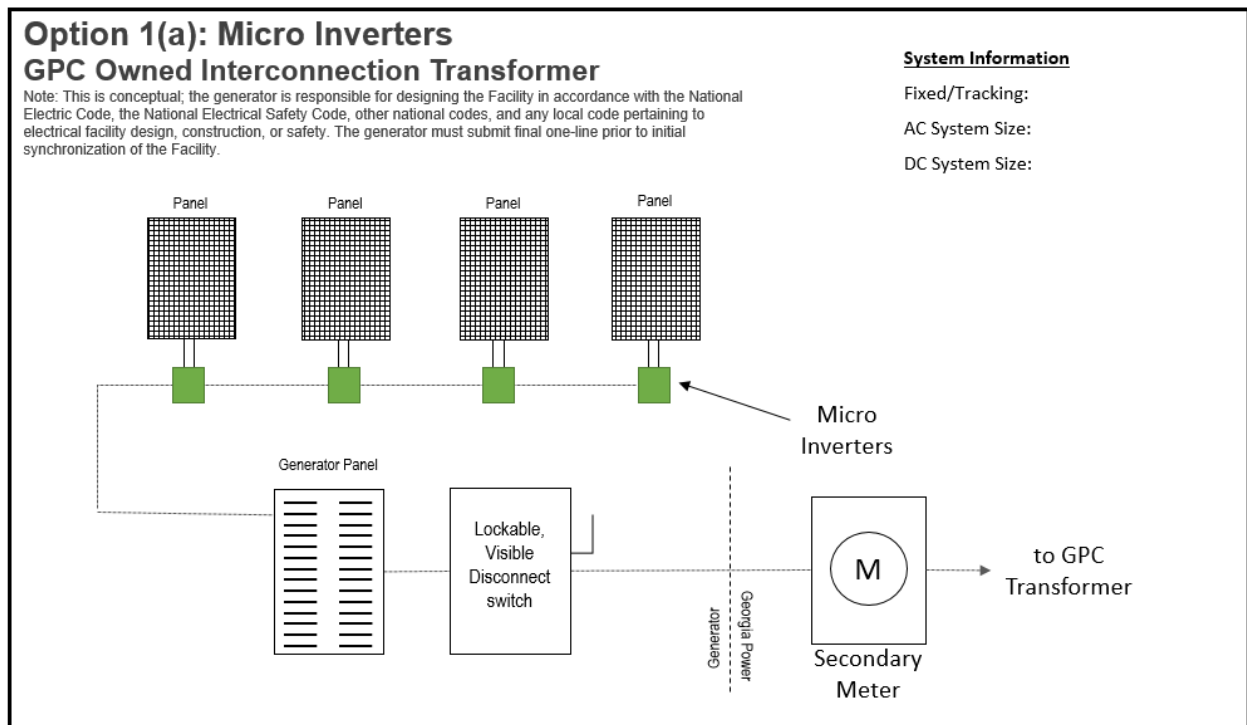
2040			12.887	12.777	12.688
2041			13.530	13.415	13.322
2042			13.823	13.705	13.610
2043			14.370	14.248	14.149
2044				14.749	14.647
2045				15.147	15.042
2046				15.693	15.584
2047				16.259	16.147
2048				16.834	16.718
2049					17.325
2050					17.950
2051					18.598
2052					19.257
2053					19.964

		12.487	12.355	12.285
		13.103	12.964	12.891
		13.415	13.273	13.198
		13.935	13.788	13.710
			14.272	14.192
			14.646	14.563
			15.173	15.088
			15.720	15.631
			16.276	16.184
				16.775
				17.380
				18.006
				18.643
				19.327

Attachment C Sample Facility One-Line Diagrams

Each Applicant must submit a sample Facility one-line diagram in Part 2 of the Application. Six sample Facility one-line diagrams are set forth below. An Applicant may submit an alternative sample Facility one-line diagram other than one of the samples found in **Attachment C**, however, before it will be accepted, it will be subject to Georgia Power's approval and must have at least the same level of detail as the samples in **Attachment C**. The submitted sample Facility one-line diagram, once approved by Georgia Power, will be binding upon Applicant as the basis for the final Facility one-line diagram that Seller will submit in accordance with Section V(A) herein. Once Applicant submits a sample Facility one-line diagram, it is not subject to material modification. Georgia Power will rely on the sample Facility one-line diagram submitted by Applicant in the review and approval of Part 2 of the Application.

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

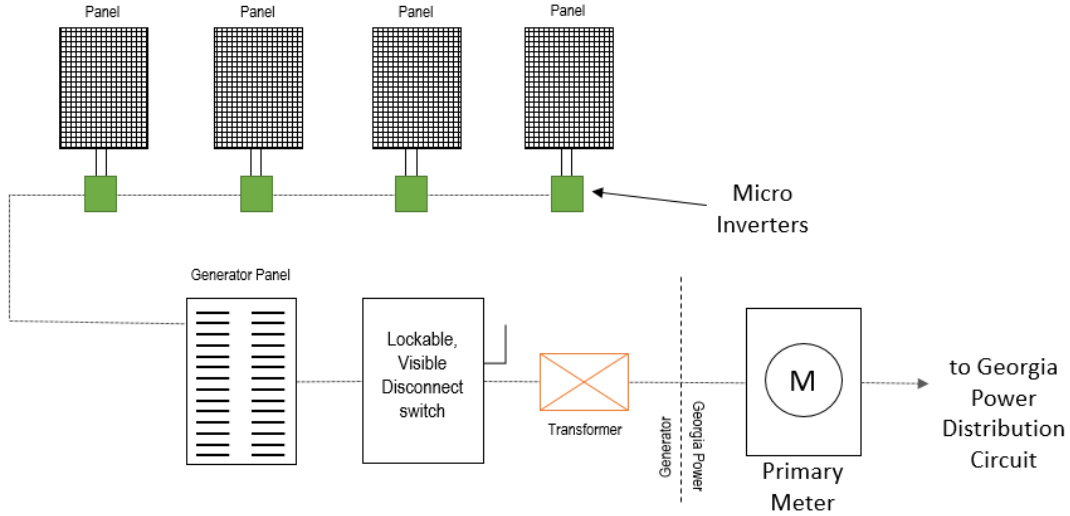


Option 1(b): Micro Inverters Generator Interconnection Transformer

Note: This is conceptual; the generator is responsible for designing the Facility in accordance with the National Electric Code, the National Electrical Safety Code, other national codes, and any local code pertaining to electrical facility design, construction, or safety. The generator must submit final one-line prior to initial synchronization of the Facility.

System Information

Fixed/Tracking:
AC System Size:
DC System Size:

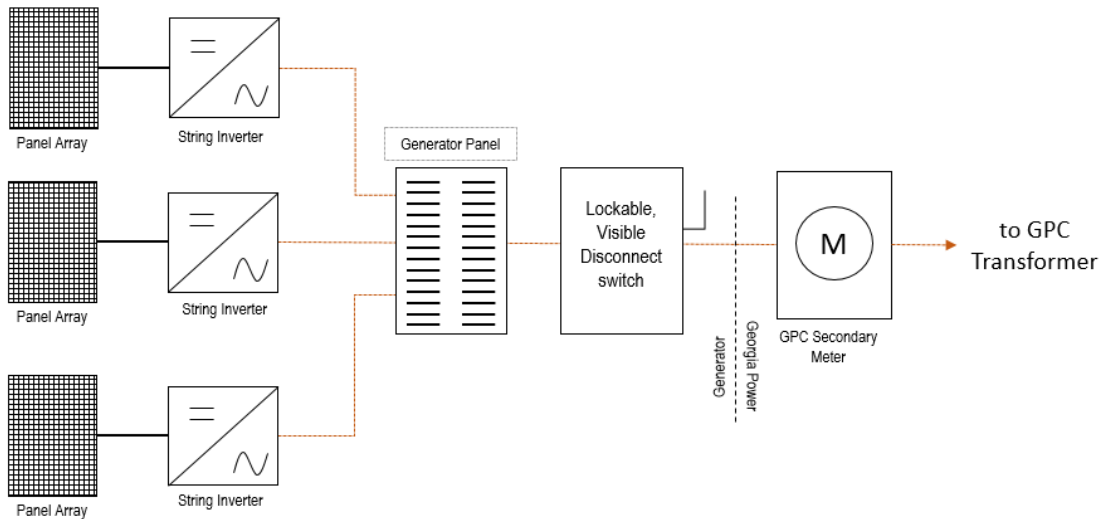


Option 2(a): String Inverters GPC Owned Interconnection Transformer

Note: This is conceptual; the generator is responsible for designing the Facility in accordance with the National Electric Code, the National Electrical Safety Code, other national codes, and any local code pertaining to electrical facility design, construction, or safety. The generator must submit final one-line prior to initial synchronization of the Facility.

System Information

Fixed/Tracking:
AC System Size:
DC System Size:

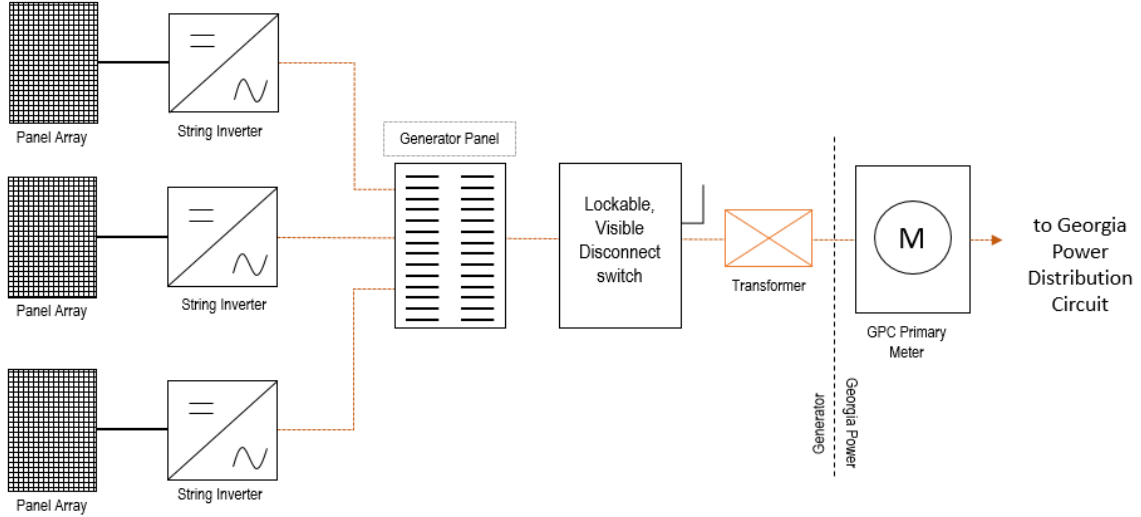


Option 2(b): String Inverters Generator Interconnection Transformer

Note: This is conceptual; the generator is responsible for designing the Facility in accordance with the National Electric Code, the National Electrical Safety Code, other national codes, and any local code pertaining to electrical facility design, construction, or safety. The generator must submit final one-line prior to initial synchronization of the Facility.

System Information

Fixed/Tracking:
AC System Size:
DC System Size:

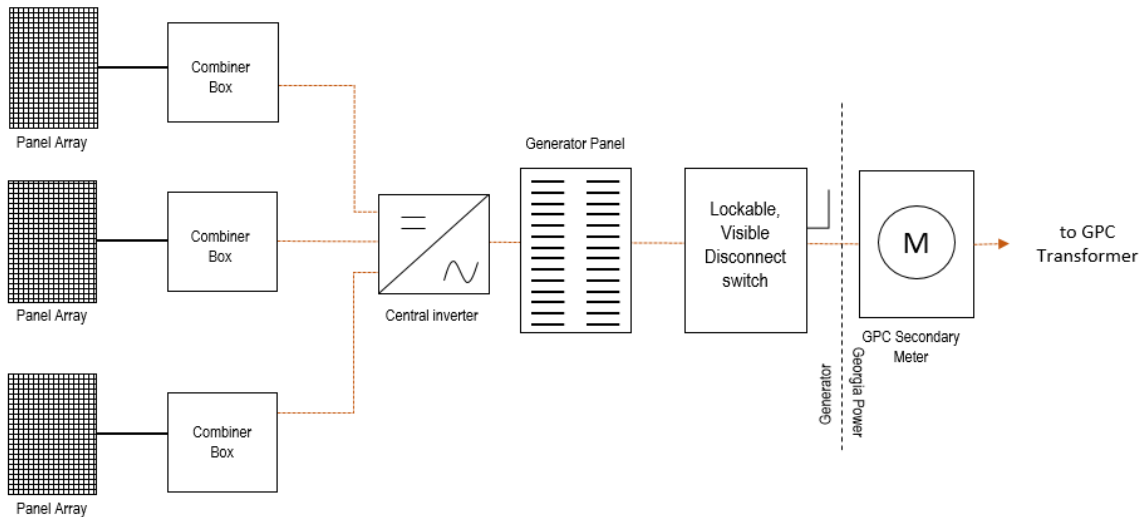


Option 3(a): Central Inverter(s) GPC Owned Interconnection Transformer

Note: This is conceptual; the generator is responsible for designing the Facility in accordance with the National Electric Code, the National Electrical Safety Code, other national codes, and any local code pertaining to electrical facility design, construction, or safety. The generator must submit final one-line prior to initial synchronization of the Facility.

System Information

Fixed/Tracking:
AC System Size:
DC System Size:

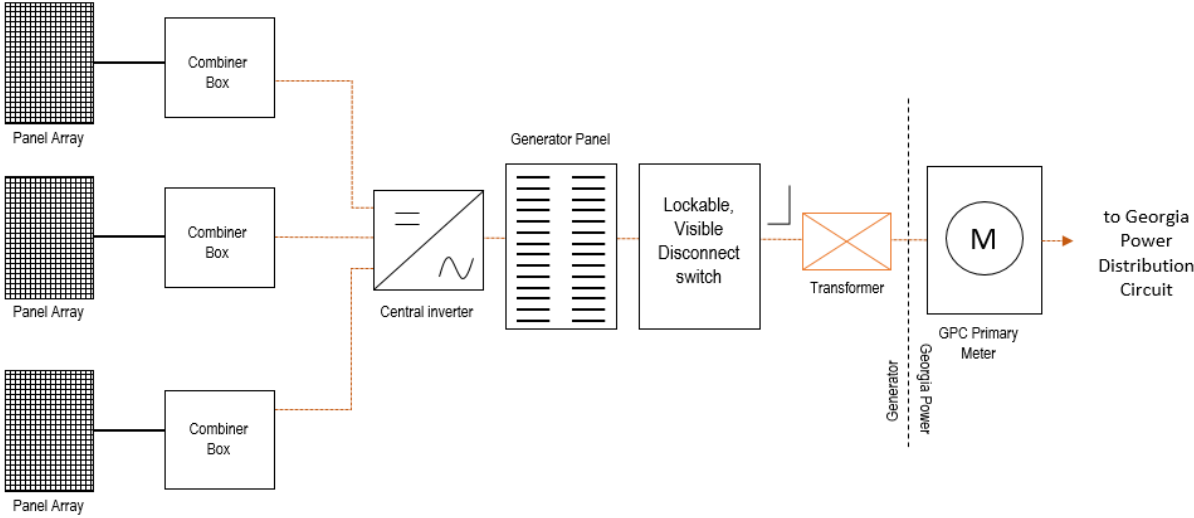


Option 3(b): Central Inverter(s) Generator Interconnection Transformer

Note: This is conceptual; the generator is responsible for designing the Facility in accordance with the National Electric Code, the National Electrical Safety Code, other national codes, and any local code pertaining to electrical facility design, construction, or safety. The generator must submit final one-line prior to initial synchronization of the Facility.

System Information

Fixed/Tracking:
AC Maximum System Size:
DC Maximum System Size:



Attachment D
Parallel Operation of Generation
on the Distribution System

(Found as a separate document posted to the IM Website)

Attachment E
Form Site Control Affidavit and Landowner Confirmation

[Insert Applicant's Letterhead]

[Insert Date]

Georgia Power Company
Bin No. 20023
241 Ralph McGill Blvd NE
Atlanta, Georgia 30308

Subject: Georgia Power Company's REDI CS DG Program – Site Control
[GPC-XXXXX]

Ladies and Gentlemen:

In accordance with the provisions of Georgia Power's Renewable Energy Development Initiative Customer-Sited Distributed Generation ("**REDI CS DG**") Program, *[Insert Applicant's full legal name]*, a *[Insert Applicant's form of entity and state of organization or leave blank if residential customer]* ("**Applicant**") submits this Affidavit in support of Application [GPC-XXXXX] on its own behalf, and on behalf of the counterparty ("**Seller**") that will execute the REDI CS DG Solar Power Purchase Agreement ("**PPA**"). Applicant hereby represents, warrants and covenants that:

1. The Facility described in the Application will be located at *[Insert parcel number and GPS coordinates of the Site]* ("**Site**").
2. Applicant or Seller, as applicable, has obtained control of the Site in the form specified below ("**Site Control**") [**check one**]. Applicant or Seller:
 - (a) Owns the Site (evidenced by a deed recorded in the county property records)
 - (b) Leases the Site (pursuant to a current binding written agreement between Seller and the owner or lessor of the Site)
 - (c) Holds an option to purchase the Site (pursuant to a current binding written agreement between Seller and the owner of the Site)
 - (d) Holds an option to lease the Site (pursuant to 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 Applicant or Seller express rights to construct, install, operate, maintain and repair the Facility at the Site.
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 or the operation, maintenance or repair of the Facility during the term of the PPA.
4. To the extent not otherwise addressed in Paragraph 2 above, Applicant or Seller is or will be the holder of each and every right-of-way grant, easement or similar instrument(s) necessary for access to the Site, or otherwise to enable the construction, installation, and commissioning of the Facility and the operation, maintenance and repair of the Facility during the term of the PPA.

5. The Site is adequate for the Facility and lawfully zoned for the Facility, or if not already appropriately zoned, Applicant or Seller agrees to obtain appropriate zoning prior to Seller's execution of the PPA;
6. Applicant will promptly notify Georgia Power in writing of any change in the status of Site Control; and
7. Upon request, Applicant will provide to Georgia Power 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.

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

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

[Insert Applicant's full legal name]

By: _____

Name: _____

Title (if applicable): _____

Date: _____

On this _____ day of _____, 2017, before me appeared *[Insert Applicant's full legal name]*, the person who signed the Site Control Affidavit in my presence and who swore or affirmed that he/she understood the document and freely declared it to be truthful.

Official Signature of the Notary

State of _____ County of _____

Official Seal of the Notary

Landowner Confirmation

If Applicant or Seller has Site Control pursuant to Section 2(b) through 2(e) above, the owner/ground lessor of the Site ("**Landowner**") must confirm each of the following by signing below:

1. Subject only to the rights of Seller, Landowner is in undisputed and peaceful possession of the Site. Without limiting the foregoing, there are no tenants, lessees, or any other persons or entities in possession of or entitled to possession of any portion of the Site other than Seller and Landowner.
2. Landowner has not entered into, and will not enter into, any contracts, including sales agreements, leases, or options that may affect Seller's Site Control during the stated term of the PPA.
3. The construction, operation and 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 agreements affecting the Site.
4. Landowner grants to Georgia Power a license to enter upon the Site to access, inspect and monitor all portions of the Facility and to install, operate and maintain remote monitoring equipment and communication facilities related thereto. Such license will be irrevocable during the term of the PPA.
5. If the Landowner is not the Customer, the Landowner acknowledges that it has reviewed and executed the Opt-In/Opt-Out Form included as **Attachment G** to the REDI CS DG Program Guidelines and has elected whether to opt-in or opt-out of publicly sharing information regarding the proposed Facility through the Georgia Energy Data website.

[Insert Landowner's full legal name]

[Insert Landowner's form of entity and state of registration (if applicable)]

By: _____

Name: _____

Title: _____
(if applicable)

**Attachment F
Customer Consent Form**

[Insert Customer's Letterhead]

[Insert Date]

Georgia Power Company
Bin No. 20023
241 Ralph McGill Blvd NE
Atlanta, Georgia 30308

Subject: Georgia Power Company's REDI CS DG Program – Customer Consent Form
[GPC-XXXXX]

Ladies and Gentlemen:

In accordance with the provisions of Georgia Power's Renewable Energy Development Initiative Customer-Sited Distributed Generation Program ("**REDI CS DG Program**"), *[Insert Customer's full legal name]*, a ("**Customer**"), submits this Customer Consent Form in support of *[Insert Applicant's full legal name]*, ("**Applicant**"), who is submitting Application [GPC-XXXXX] to Georgia Power for consideration in the REDI CS DG Program.

Customer confirms each of the following by signing below:

1. Customer is the holder of the Georgia Power Customer Account being used to authorize Applicant's participation on this Solicitation.
2. Customer acknowledges that if this Georgia Power Customer Account was used for a project currently participating in Georgia Power's Advanced Solar Initiative ("**ASI**") or ASI-Prime programs, Customer's total output under the ASI programs and this REDI CS DG Program is limited to a combined total of 125% of (i) the actual alternating current ("**AC**") annual peak demand of the Customer's Premises in 2016, or (ii) the 2017 verifiable projected annual AC peak demand of a new or modified site.
3. Customer confirms that it has authorized Applicant as its representative in this Solicitation.
4. Customer acknowledges that it may only provide its confirmation for the benefit of one Application per Georgia Power Customer Account number for the REDI CS DG Program.
5. Customer expressly permits Applicant to submit the Application for consideration by Georgia Power, and understands that if such Application is selected for participation, Applicant will construct a solar photovoltaic Facility under the REDI CS DG Program.
6. Customer acknowledges it is familiar with the REDI CS DG Program Guidelines, including the requirements concerning Environmental Attributes (including renewable energy credits), the Site Control Affidavit and Landowner Confirmation, and press releases.
7. Customer acknowledges that it has reviewed and executed the Opt-In/Opt-Out Form included as **Attachment G** to the REDI CS DG Program Guidelines and has elected whether to opt-in or opt-out of publicly sharing information regarding Customer and the proposed Facility through the Georgia Energy Data website.

[Insert Customer's full legal name]

[Insert Customer's form of entity and state of registration (if applicable)]

By: _____

Name: _____

Title: _____

ATTACHMENT G
Georgia Energy Data Opt-In/Opt-Out Form

Facility Address: _____

Georgia Power Account Number: _____ Parcel Number: _____

Georgia Energy Data is a website developed in partnership between Southface Energy Institute, a Georgia-based nonprofit, and Georgia State University's Geospatial Laboratory. The website allows users to explore information about Georgia's solar installations and companies (for more information visit www.georgiaenergydata.org). The Georgia Public Service Commission has endorsed the Georgia Energy Data website as a resource that shows the rapid progress that the Georgia solar industry has made in recent years. Georgia Power Company is not affiliated with Georgia Energy Data.

Georgia Energy Data has requested that Georgia Power Company, in coordination with the Georgia Public Service Commission, provide information about solar installations participating in Georgia Power Company's Renewable Energy Development Initiative Customer-Sited Distributed Generation ("REDI CS DG") Program for inclusion on the Georgia Energy Data website. Georgia Power Company will provide this information to Georgia Energy Data regarding each Seller, Customer and Landowner who authorizes the release of the information for this purpose. The election to Opt-In or Opt-Out of sharing information about its Facility through the Georgia Energy Data website is binding at the time of election and submission of an Application in the REDI CS DG Program.

Please check one of the two boxes below:

- Opt-In: I authorize Georgia Power Company to provide the following information about my solar installation for inclusion on the Georgia Energy Data website: location (by latitude and longitude coordinates); type of installation (rooftop or ground-mounted (greenfield)); solar system manufacturer; solar system installer; installation/commercial operation date; system size (kW)(DC).
- Opt-Out: I do not authorize Georgia Power Company to release the above information about my solar installation for inclusion on the Georgia Energy Data website.

Seller (PPA Counterparty), Customer and Landowner associated with the project each must sign this Opt-In/Opt-Out Form in acknowledgment and approval of the election made above.

SELLER:

Seller Company Name: _____

Authorized Representative for Seller (Signature): _____

Title: _____ (Print): _____

GEORGIA POWER COMPANY CUSTOMER:

Company Name or Residential Customer Name: _____

Authorized Representative for Customer (Signature): _____

(Print): _____

LANDOWNER:

Authorized Representative for Landowner
(Signature): _____

(Print): _____

Attachment H
Pro Forma Agreement

(Found as a separate document posted to the IM Website)

“Expiry Date”: _____, 20___, and any automatically extended date, as herein
 provided [(but in no event later than _____, 20___)]

“Total Amount”: _____

United States Dollars (U.S. \$ _____)

We, the Issuer, hereby establish in your favor, for the account of the Account Party, our irrevocable standby letter of credit (this **“Standby Letter of Credit”**), in the aggregate amount not exceeding the Total Amount, in support of liabilities and obligations of the Account Party to you.

Funds under this Standby Letter of Credit are available to you on or before the Expiry Date by presentation of your demand signed by one of your officers or authorized representatives, and delivered to us in substantially the form attached as Annex 1 hereto and referring thereon to the number and date

of this Standby Letter of Credit, accompanied by a written and completed certificate signed by a person purporting to be one of your officers or authorized representatives, in the form attached as Annex 2 hereto, with appropriate insertions.

This Standby Letter of Credit is effective immediately and expires at 5:00 p.m. (Atlanta time) on the Expiry Date. It is a condition of this Standby Letter of Credit that the Expiry Date will be deemed automatically extended without amendment for a period of one year from the present or any future Expiry Date, unless we notify you not less than ninety (90) days prior to any such date, in accordance with the notice provisions set forth herein, that we have elected not to extend the Expiry Date for such additional period.

Delivery of demands and certificates will be made on any day that is a business day for us at or prior to 5:00 p.m. (Atlanta Time) at our office located at _____, or at any other office in the United States of America that is designated by us in a written notice delivered to you. If such demand and such certificate are received at any such office on or prior to the Expiry Date, we hereby agree with you that we will duly honor the same within three (3) business days of such presentation. Notwithstanding the foregoing, you may demand payment under this Standby Letter of Credit by facsimile or electronic transmission when promptly confirmed by written demand; however, actual disbursement of funds pursuant to a demand presented by facsimile or electronic transmission may not occur until we are presented with the original Standby Letter of Credit.

Partial drawings and multiple presentations may be made under this Standby Letter of Credit, provided, however, that each such demand that is paid by us will reduce the amount available under this Standby Letter of Credit.

Except as is expressly set forth herein, payment of demands made under this Standby Letter of Credit is not subject to any agreement, condition or qualification. The obligation of the Issuer under this Standby Letter of Credit is the individual obligation of the Issuer, and is in no manner contingent upon reimbursement with respect thereto.

Funds available for drawing under this Standby Letter of Credit may not directly or indirectly constitute funds or collateral deposited with the Beneficiary, or for the Issuer's account by the Account Party, or pledged with or for the Issuer's account by the Account Party.

This Standby Letter of Credit is transferable and can be successively transferred to any transferee that Beneficiary states in writing to us has succeeded such Beneficiary under this Letter of Credit; provided that such transfer to such transferee is in compliance with applicable U.S. laws and regulations. Transfer of this Standby Letter of Credit to any transferee will be effected by the presentation to us of this Standby Letter of Credit accompanied by a certificate in the form attached as Annex 3 hereto, with appropriate insertions, signed by a person purporting to be an officer or authorized representative of the Beneficiary. Upon such presentation, we will forthwith issue an irrevocable letter of credit to such transferee with provisions therein consistent with this Standby Letter of Credit.

We will not modify, revoke or terminate this Standby Letter of Credit without your written consent. This Standby Letter of Credit sets forth in full the terms of our undertaking, and such undertaking may not be modified, annulled or amplified by reference to any other document, instrument or agreement referred to herein or in which the Standby Letter of Credit is referred or to which the Standby Letter of Credit relates, and any such reference may not be deemed to incorporate herein by reference any document, instrument or agreement.

To the extent not contrary to the express terms hereof, this Standby Letter of Credit will be governed by the International Standby Practices (herein referred to as the "ISP98"). This Standby Letter of Credit will be deemed to be a contract made under the laws of the state of Georgia and will, as to matters not governed by the ISP98, be governed by and construed in accordance with the laws of the state of Georgia.

Notices concerning this Standby Letter of Credit may be sent to a party by courier, certified mail, registered mail, facsimile, electronic transmission or similar communications facility to its respective address set forth herein. Any notice, demand, request or other communication is deemed to have been received by the party to whom it is sent at the time of its delivery. Each party may notify the other of any change of address in the manner provided above.

[ISSUING BANK]

By: _____

Authorized Signature

ANNEX 1

FORM OF SIGHT DRAFT

[Insert Place], [Insert Date]

Amount: [Insert Currency] [Insert Amount in Numbers]
 [Insert Amount in Letters]

Drawn under Irrevocable Standby Letter of Credit No. _____ of [Insert Name of Issuing Bank]

At Sight

Pay to the Order of [Name of Beneficiary]

In reference to: Irrevocable Standby Letter of Credit No. _____, dated _____.

To: [Insert Name of Issuing Bank]
 [Insert Address]

[BENEFICIARY]

By: _____

Title: _____

ANNEX 2
FORM OF CERTIFICATE

Re: [Insert Name of Agreement] dated _____, 20__ (the “**Agreement**”) between [Name of Account Party] (“**Account Party**”) and [Name of Beneficiary] (“**Beneficiary**”).

The undersigned, an officer or authorized representative of [Beneficiary], hereby certifies to [ISSUING BANK] (the “**Bank**”) with reference to irrevocable standby letter of credit no. (the “**Standby Letter of Credit**”), issued by the Bank for the account of [Account Party] in favor of [Beneficiary] that:

(1) (Insert one of the following, as applicable)

Pursuant to the provisions of the Agreement, Beneficiary is entitled to demand payment under the Standby Letter of Credit in the amount of the sight draft accompanying this certificate.

or

[Beneficiary] has received written notice from the Bank in accordance with the terms of the Standby Letter of Credit that the Bank has elected not to extend the Expiry Date of the Standby Letter of Credit for an additional period past its then Expiry Date and the Account Party has failed to deliver a substitute letter of credit in accordance with the terms of the Agreement.

(2) The undersigned is an officer or authorized representative of [Beneficiary] and is authorized to execute and deliver this certificate and to draw upon the Standby Letter of Credit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate as of this ___ day of _____, 20__.

[BENEFICIARY]

By: _____

Title: _____

ANNEX 3

FORM OF INSTRUCTION TO ASSIGN IN ENTIRETY

_____, 20__

Re: Irrevocable Standby Letter of Credit No.

Gentlemen:

For value received, the undersigned beneficiary hereby irrevocably assigns to:

(Name of Assignee)

(Address)

all rights of the undersigned beneficiary to demand payment under the above Standby Letter of Credit in its entirety.

By this assignment, all rights of the undersigned beneficiary in such Standby Letter of Credit are transferred to the assignee and the assignee will hereafter have the sole rights as beneficiary thereof. The Account Party will be responsible for all fees and expenses related to the assignment.

The Account Party will be responsible for all fees and expenses related to this assignment.

The Standby Letter of Credit is returned herewith and in accordance therewith we ask you to issue a new irrevocable Standby Letter of Credit in favor of the assignee with provisions consistent with the Standby Letter of Credit.

Very truly yours

[Beneficiary]

By: _____

Title: _____

**Attachment J
Form of Guaranty**

THIS GUARANTY AGREEMENT (the "**Guaranty**"), dated and effective as of _____, 20__, is made and entered into by _____ (the "**Guarantor**") in favor of the _____ (the "**Beneficiary**").

WHEREAS Beneficiary and _____ (the "**Company**"), [a subsidiary of the Guarantor], have entered into that certain *[Insert Name of Agreement]* dated as of _____, 20__ (as amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**");

WHEREAS, the Beneficiary has required, as an inducement to its entry into the Agreement, that Guarantor deliver to the Beneficiary this Guaranty or other Eligible Collateral as and when required under the Agreement;

WHEREAS, the Guarantor qualifies as a Seller Guarantor under the Agreement and this Guaranty qualifies as Eligible Collateral under the Agreement; and

WHEREAS, the Guarantor will derive substantial direct and indirect benefit from the transactions contemplated by the Agreement.

NOW, THEREFORE, to induce the Beneficiary to enter into the Agreement and perform its obligations thereunder, and for and in consideration of the foregoing premises, the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees as follows:

ARTICLE 1 - DEFINITIONS

1.1 *Definitions.* Unless otherwise defined in this Guaranty, capitalized terms have the meanings specified or referred to in the Agreement.

ARTICLE 2 - GUARANTY

2.1 *Guaranty.* Guarantor hereby unconditionally and irrevocably guarantees to the Beneficiary and its successors and assigns, the prompt and full payment and performance of any and all obligations of the Company to the Beneficiary when due, whether by acceleration or otherwise, with such interest as may accrue thereon, under the Agreement or under any other documents or instruments now or hereafter evidencing, securing or otherwise relating to the Agreement (the "**Guaranteed Obligations**"); provided, however, that Guarantor's liability under this Guaranty will in no event exceed the aggregate amount of Eligible Collateral required to be provided by Seller from time to time pursuant to **Appendix C** and **Appendix E** of the Agreement, as the case may be. Guarantor will immediately pay for or perform or cause the performance of any obligation of Company upon demand by the Beneficiary.

2.2 *Guaranty Absolute.*

(a) The Guarantor absolutely guarantees that the Guaranteed Obligations will be paid and performed strictly in accordance with the terms of the Agreement, regardless of any law or regulation now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Beneficiary with respect thereto. This Guaranty constitutes a guarantee of payment and performance and not of collection. The obligations of the Guarantor hereunder are several from the Company or any other person, and are primary obligations concerning which the Guarantor is the principal obligor. The liability of Guarantor under this Guaranty will be direct and immediate and not conditional or contingent upon the pursuit of any remedies against the Company or any other person, nor against securities or liens available to the Beneficiary, its successors or assigns. The liability of the Guarantor under this Guaranty will be irrevocable, absolute and unconditional irrespective of, and the Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to, any or all of:

any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations, or any other amendment, modification or waiver of, or any consent to departure from, the terms of such Guaranteed Obligations, or any compromise, settlement, release or termination of any of the Guaranteed Obligations;

- any change, restructuring or termination of the corporate structure or existence of the Company or any of its subsidiaries, including, without limitation, any disposal by the Guarantor of all or any part of its interest in the Company, or otherwise alter its investment in the Company in any manner;
- any lack of validity or enforceability, in whole or in part, of the Guaranteed Obligations, the Agreement or any agreement or instrument relating thereto;
- any failure of the Beneficiary to disclose to either the Company or the Guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of either the Company or any of its subsidiaries now or hereafter known to the Beneficiary (the Guarantor waiving any duty on the part of the Beneficiary to disclose such information);
- any failure, omission, delay or lack on the part of Beneficiary to enforce, ascertain or exercise any right, power or remedy under or pursuant to the terms of the Agreement, the Guaranteed Obligations or this Guaranty;
- any failure of the Beneficiary to commence an action against Company, including without limitation as contemplated by the provisions of O.C.G.A. Section 10-7-24, as amended;
- any lack of due diligence by the Beneficiary in the collection or protection of or realization upon any collateral securing the Guaranteed Obligations;
- the bankruptcy, insolvency, winding up, dissolution, liquidation, administration, reorganization or other similar or dissimilar failure or financial disability of the Guarantor or the Company or any legal limitation, disability, incapacity, or other circumstance relating to the Guarantor or the Company;
- the addition, substitution or partial or entire release of any guarantor, maker or other party (including the Company) primarily or secondarily liable or responsible for the payment, performance and observance of the Guaranteed Obligations or by any extension, waiver, amendment or thing that may release or discharge (in whole or in part) a guarantor, maker or third party (other than as a result of the indefeasible payment and performance of the Guaranteed Obligations in full);
- the taking, variation, renewal, addition, substitution, subordination, or partial or entire release of any security or other credit support for the Guaranteed Obligations, or the enforcement or neglect to perfect or enforce any such security or support; or
- except as provided in Section 2.3(c), any other circumstance whatsoever (including, without limitation, any statute of limitations) or any act of the Beneficiary or any existence of or reliance on any representation by the Beneficiary that might otherwise constitute a legal or equitable defense available to, or a discharge of, the Guarantor.

This Guaranty will continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations should for any reason subsequently be asserted, or declared, to be void or voidable or is unwound in any way under any state or federal law, including without limitation any provision of the Bankruptcy Code related to fraudulent conveyance or preference (each a “**Voidable Transfer**”), and Beneficiary or any other person is not required to repay or restore, in whole or in part, any such Voidable Transfer, or Beneficiary or any other person elects to do so, all as though such payment had not been made.

No action that the Beneficiary takes or fails to take in connection with the Guaranteed Obligations, or any security for the payment or performance of any of the Guaranteed Obligations, nor any course of dealing with Company or any other person, will release Guarantor's obligations hereunder, affect this Guaranty in any way, or afford Guarantor any recourse against the Beneficiary.

In the case of an Event of Default under the Agreement or with regard to any of the Guaranteed Obligations, Guarantor hereby consents and agrees that the Beneficiary will have the right to enforce its rights, powers, and remedies thereunder or hereunder or under any other instrument now or hereafter evidencing, securing, or otherwise relating to the Guaranteed Obligations, and apply any

payments or credits received by the Company or Guarantor or realized from any security, in any manner and in any order as the Beneficiary, in its sole discretion, sees fit, and all rights, powers, and remedies available to the Beneficiary in such event will be nonexclusive and cumulative of all other rights, powers, and remedies provided thereunder or hereunder or by law or in equity. If the Guaranteed Obligations are partially paid by reason of the election of the Beneficiary, its successors or assigns, to pursue any of the remedies available to the Beneficiary, or if such indebtedness is otherwise partially paid, this Guaranty will nevertheless remain in full force and effect, and Guarantor will remain liable for the entire balance of the Guaranteed Obligations even though any rights that Guarantor may have against the Company may be destroyed or diminished by the exercise of any such remedy.

2.3 *Waivers and Acknowledgments.*

(a) Guarantor hereby waives promptness, diligence, presentment, demand of payment, acceptance, notice of acceptance, protest, notice of dishonor and any other notices with respect to any of the Guaranteed Obligations and this Guaranty.

(b) The Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future. The provisions of this Guaranty will extend and be applicable to all renewals, amendments, extensions, consolidations, and modifications of the Agreement.

The Guarantor hereby waives and relinquishes all rights and remedies accorded by application of law to sureties or guarantors and agrees not to assert or take advantage of any such rights or remedies, including without limitation:

Any right to require the Beneficiary to proceed against the Company or any other person or to proceed against or exhaust any security held by the Beneficiary at any time or to pursue any other remedy in the Beneficiary's power before proceeding against the Guarantor;

Any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or the failure of the Beneficiary to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person; or

Any defense arising because of the exercise of any right or remedy available to, or election made by, the Beneficiary pursuant to the Federal Bankruptcy Code, whether as an unsecured or undersecured creditor, seeking adequate protection or otherwise.

The Guarantor hereby unconditionally and irrevocably waives any defense based on any right of set-off or counterclaim against or in respect of the obligations of the Guarantor hereunder.

The Guarantor waives any and all defenses, claims and discharges of Company, or any other obligor pertaining to the Guaranteed Obligations. Without limiting the generality of the foregoing, the Guarantor will not assert, plead or enforce against the Beneficiary or any other person any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to the Company or any other person liable in respect of any indebtedness, or any setoff available against the Beneficiary to the Company or any such other person, whether or not on account of a related transaction. The Guarantor expressly agrees to waive reliance on any anti-deficiency statute(s). If a foreclosure proceeding is commenced, the Guarantor expressly agrees that he will be and remain unconditionally liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing indebtedness, whether or not the liability of the Company or any other person for such deficiency is discharged pursuant to statute or judicial decision.

2.4 *Subrogation.* Notwithstanding any payment or payments or performance made by the Guarantor hereunder, the Guarantor hereby irrevocably waives any and all rights of subrogation to the rights of the Beneficiary against the Company and any and all rights of reimbursement, assignment, indemnification or implied contract or any similar rights (including without limitation any statutory rights of subrogation under Section 509 of the Bankruptcy Code, 11 U.S.C. § 509) against the Company or against any other guarantor of all or any part of the Guaranteed Obligations until such time as the Guaranteed Obligations have been indefeasibly paid or performed in full. If, notwithstanding the foregoing, any amount will be paid to the Guarantor on account of such subrogation or similar rights at any time when all of the

Guaranteed Obligations will not have been indefeasibly paid in full, such amount will be held by the Guarantor in trust for the Beneficiary and will be turned over to the Beneficiary in the exact form received by the Guarantor, to be applied against the Guaranteed Obligations in such order as the Beneficiary may determine in its sole discretion.

2.5 *Contribution, Indemnification, Reimbursement.* The Guarantor hereby irrevocably and absolutely waives all right of contribution, indemnification, reimbursement or similar rights against the Company with respect to the Guaranty, whether such rights arise under an express or implied contract or by operation of law, it being the intention of the Guarantor and the Company that the Guarantor will not be deemed to be a "creditor" (as defined in Section 101 of the U.S. Bankruptcy Code or any other applicable law) of the Company by reason of the existence of this Guaranty if the Company becomes a debtor in any proceeding under the U.S. Bankruptcy Code or any other applicable law.

2.6 *Agreement regarding Bankruptcy of Company.* So long as any Guaranteed Obligations are owed to the Beneficiary, the Guarantor may not, without the prior written consent of the Beneficiary, commence, or join with any other person in commencing, any bankruptcy, reorganization or insolvency proceeding against the Company.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

The Guarantor hereby represents and warrants as follows:

3.1 *Organization.* The Guarantor is a [_____] duly organized, validly existing and in good standing under the laws of the state of [_____].

3.2 *Authorization; No Conflict.* The execution and delivery by the Guarantor of this Guaranty, and the performance by the Guarantor of its obligations hereunder (i) are within the Guarantor's [_____] powers, (ii) have been duly authorized by all necessary [_____] action, (iii) do not contravene its [_____] or any law or regulation applicable to or binding on the Guarantor or any of its properties and (iv) do not require the consent or approval of any person that has not already been obtained or the satisfaction or waiver of any conditions precedent to the effectiveness of this Guaranty that have not been satisfied or waived.

3.3 *Enforceability.* This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, dissolution, reorganization, moratorium, liquidation or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

3.4 *No Bankruptcy Proceedings.* There are no bankruptcy proceedings pending or being contemplated by Guarantor or, to its knowledge, threatened against it.

3.5 *No Legal Proceedings.* There are no legal proceedings that would be reasonably likely to materially adversely affect Guarantor's ability to perform this Guaranty.

ARTICLE 4 - MISCELLANEOUS

4.1 *Continuing Guaranty; Assignment.* This Guaranty is a continuing guaranty and will (i) remain in full force and effect until all of the Guaranty Obligations have been satisfied, (ii) consistent with the terms hereof, apply to all Guaranteed Obligations whenever arising, (iii) be binding upon the Guarantor, its successors and assigns, and (iv) inure to the benefit of, and be enforceable by, the Beneficiary and its permitted assignees hereunder. The Guarantor may not assign or delegate its rights or obligations under this Guaranty without (x) the prior written consent of the Beneficiary, which consent may be withheld in the Beneficiary's sole discretion, and (y) a written assignment and assumption agreement in form and substance reasonably acceptable to the Beneficiary. Without prejudice to the survival of any of the other agreements of the Guarantor under this Guaranty, the agreements and obligations of the Guarantor contained in Section 4.4 (with respect to enforcement expenses) and the last sentence of Section 2.2(a) will survive the payment in full of the Guaranteed Obligations and all of the other amounts payable under this Guaranty.

4.2 *Notices.* All notices, requests, demands and other communications that are required or may be given under this Guaranty will be in writing and will be deemed to have been duly given when actually

received if (a) personally delivered; (b) transmitted by facsimile, electronic or digital transmission method; or (c) if sent by certified or registered mail, return receipt requested. In each case notice will be sent:

- (i) if to the Beneficiary:
[Company, address, c/o person]

- (ii) if to the Guarantor:
[Company, address, c/o person]

or to such other place and with such other copies as the Beneficiary or the Guarantor may designate as to itself by written notice to the other pursuant to this Section 4.2. Delivery by facsimile of an executed counterpart of a signature page to any amendment or waiver of any provision of this Guaranty will be effective as delivery of an original executed counterpart thereof.

4.3 *Delay and Waiver.* No failure on the part of the Beneficiary to exercise, and no delay in exercising, any right hereunder will operate as a waiver thereof; nor will any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

4.4 *Expenses.* The Guarantor agrees to pay or reimburse the Beneficiary and any permitted assignees of the Beneficiary on demand for its reasonable costs, charges and expenses (including reasonable fees and expenses of counsel) incurred in connection with the enforcement of this Guaranty or occasioned by any breach by the Guarantor of any of its obligations under this Guaranty, including without limitation any actions taken in any bankruptcy or insolvency proceedings, should Guarantor be required to pay under this Guaranty.

4.5 *Entire Agreement; Amendments; Other Guarantees.* This Guaranty and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings in respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Guaranty and any such agreement, document or instrument, the terms, conditions and provisions of this Guaranty will prevail. This Guaranty may only be amended or modified by an instrument in writing signed by each of the Guarantor and the Beneficiary and any permitted assignees of the Beneficiary. Without limiting the foregoing: (i) this Guaranty will not release, modify, revoke or terminate any other guaranty heretofore, now or hereafter executed by the Guarantor; nor will any other guaranty heretofore, now or hereafter executed by the Guarantor release, modify, revoke or terminate this Guaranty, and (ii) all of the Guarantor's liabilities and obligations and the Beneficiary's rights and remedies under this Guaranty are in addition to and cumulative with those under any other guaranty executed by the Guarantor in favor of the Beneficiary or any affiliate of the Beneficiary on or about the date hereof or at any other time.

4.6 *Headings.* The headings of the various Sections of this Guaranty are for convenience of reference only and will not modify, define or limit any of the terms or provisions hereof.

4.7 *Governing Law; Consent to Jurisdiction.*

(a) This Guaranty will be construed and interpreted, and the rights of the parties determined, in accordance with the law of the state of [Georgia], without giving effect to principles of conflicts of law that would require the application of the laws of another jurisdiction.

(b) Each party hereto irrevocably and unconditionally (i) agrees that the exclusive jurisdiction for any suit, action or other legal proceeding arising out of this Guaranty will be brought in the United States District Court for the Northern District of Georgia or in any Georgia State court of general jurisdiction in Fulton County, Atlanta, Georgia; (ii) consents to the jurisdiction of any such court in any such suit, action or proceeding; and (iii) waives any objection that such party may have to the laying of venue of any such suit, action or proceeding in any such court.

(c) THE GUARANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO, THIS GUARANTY, OR THE ACTIONS OF THE

BENEFICIARY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

4.8 *Severability.* Any provision of this Guaranty that is prohibited or unenforceable will be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed and delivered under seal by its duly authorized representative as of the day and year first above written.

[Corporate Seal]

[Company]

Attest: _____

By: _____

Name:

Name:

Title:

Title: