

INDEPENDENT EVALUATOR AGREEMENT

THIS INDEPENDENT EVALUATOR AGREEMENT (the “**Agreement**”) is made and entered into as of the ____ day of October, 2023 (“**Effective Date**”) by and between **GEORGIA POWER COMPANY**, a public utility corporation organized and existing under the laws of the state of Georgia, (“**Soliciting Entity**”) and _____, a _____ organized and existing under the laws of the state of _____ (“**IE**”), each individually a “**Party**” and collectively the “**Parties**.”

WITNESSETH:

WHEREAS, pursuant to the Request for Proposals for Independent Evaluator issued on August ____, 2024 and the Final Order of the Georgia Public Service Commission (“**Commission**”) in Docket No. 44160 in compliance with Commission Rule 515-3-4-.04(3) (hereinafter referred to as the “**RFP Rule**” and incorporated herein by reference), IE was selected by the Commission to act as the independent evaluator (“**IE**”) in the preparation and issuance of the Soliciting Entity’s request for proposals to acquire 500 Megawatts (“**MW**”) of Energy Storage Systems (“**ESS RFP**”).

WHEREAS, Soliciting Entity desires to retain IE to provide professional services as the IE, as set forth in this Agreement and as contemplated in the RFP Rule, as applicable, with respect to the ESS RFP; and

WHEREAS, IE desires to render such services under the terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1 TERM AND TERMINATION

1.1 Term. This Agreement will commence on the Effective Date and will continue in effect until completion of the ESS RFP, as evidenced by the filing of the executed agreements necessary to evidence the acquisition of the needed capacity sought by the ESS RFP and completion of the related Commission’s certification hearings required by the IRP Act and Commission’s RFP Rule, subsection (e)5, unless terminated earlier in accordance with Section 1.2 (*Termination*).

1.2 Termination. In the event a Party fails to perform or observe any material obligation or covenant set forth in this Agreement (“**Defaulting Party**”), and such failure is not cured within thirty (30) days after written notice of such default is given to the Defaulting Party, the other Party, with the concurrence of the Commission, will have the right to terminate this Agreement upon three calendar days’ prior written notice to the Defaulting Party and the Commission. In the event this Agreement is terminated by IE and the Commission concurs, Soliciting Entity will tender within 60 calendar days of the effective date of termination of this Agreement, all undisputed amounts due and payable to IE with respect to the applicable portion of the Services performed by IE prior to the termination date of this Agreement (“**Final Services Fee**”). The Final Services Fee will be deemed to equal that portion of the IE Services Professional Fee that is undisputed and would otherwise be due and payable as of such termination date pursuant to Section 3.2 (*Billing and Payment*). Following such payment, the Soliciting Entity will have no further liability to IE pursuant to this Agreement. The Soliciting Entity may only terminate this Agreement with the concurrence of the Commission.

1.3 Specific Performance. The Parties agree that monetary damages would not be adequate compensation in the event of a breach by IE of its obligations under this Agreement and, therefore, the Parties agree that in the event of such breach, the Soliciting Entity, in addition to its other remedies at law or in equity, will be entitled to a court order requiring IE to specifically perform its obligations under this Agreement or enjoining IE from breaching this Agreement.

ARTICLE 2 SCOPE OF SERVICES

2.1 Professional Services. During the Term of this Agreement, IE will provide professional services as described in the Scope of Work, attached hereto as Attachment A, for the ESS RFP and as otherwise set forth herein (collectively, the “**Services**”). In performing the Services, IE will: (a) report to the Commission and the Commission’s Staff (“**Staff**”), and (b) work in coordination with the Staff and SOLICITING ENTITY regarding the RFP Process as further described in the RFP Rule.

2.2 Ownership of Work Product.

2.2.1. ESS RFP Work Product. IE agrees that all materials, notes, drafts, charts, data, information, studies, models, photographs, recordings, website registrant data, reports and other documentary work product created by IE pursuant to the ESS RFP described in this Agreement will be the sole and exclusive property of the Commission. IE agrees to and does hereby assign all right, title and interest in the same to the Commission and, further, will execute and deliver any and all work product to accomplish such assignment reasonably requested by the Staff at any time, including, but not limited to, the time following termination of this Agreement. IE may keep copies of its own reports for its files.

2.2.2. IE’s Proprietary Information. Notwithstanding anything to the contrary contained in this Agreement, it is understood and agreed that IE will retain all of its rights in its own proprietary information, if any, including, without limitation, the ESS RFP website design and coding, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by IE prior to the performance of this Agreement and IE will not be restricted in any way with respect thereto.

2.3 Warranty. IE warrants and agrees to exercise the degree of care and skill required by customarily accepted, good professional standards in the performance of the Services pursuant to this Agreement, to perform all Services with due diligence utilizing personnel with an appropriate level of skill and training called for by each assigned task, and to promptly complete each aspect of the Services such that there is no unreasonable delay in the schedule for evaluating bids submitted pursuant to the RFP, as determined in the sole judgment of the Soliciting Entity and the Staff. IE further warrants that IE has expertise in the valuation of RFP. The requirements of this Section 2.3 constitute material obligations of this Agreement.

ARTICLE 3 BILLING AND PAYMENT

3.1 Compensation. In consideration of the Services rendered by IE pursuant to this Agreement, Soliciting Entity will pay IE, as set forth in the Scope of Work, on an hourly basis for such Services rendered in accordance with Attachment B (Billing and Payment), up to an amount of \$_____ for the ESS RFP (“**IE Services Professional Fee**”). Soliciting Entity will be solely responsible for paying the IE Services Professional Fee pursuant to this Agreement. The Commission will not be liable to IE or Soliciting Entity for any such payments.

3.1.2 The IE Services Professional Fee is a “not to exceed” amount that is not subject to modification unless such modification complies with the provisions of this Section 3.1.2. This Agreement is subject to modification if IE is requested by Staff or the Soliciting Entity to perform work that exceeds the Services. Such modification must be authorized in writing using the Independent Evaluator Change Order form (“**Change Order**”) attached hereto as Attachment C (IE Services Change Order). A Change Order must be signed by an authorized representative from the Soliciting Entity, IE, and Staff, and must be approved by the Commission.

3.2 Billing and Payment.

3.2.1 As promptly as practicable after the end of each month during the Term, beginning with **April 10, 2024**, but no later than the 10th) day of the following month, IE will submit an invoice for payment of the IE Services Professional Fee pursuant to this Agreement, to the Staff, in accordance with Section 4.5 (*Notices*), for Staff's review. If the tenth (10th) day is not a business day, then the invoice will be due on the next succeeding business day. Upon completion of the Commission's review and approval of such monthly invoice, the Commission will forward such monthly invoice to Soliciting Entity for payment. Each such monthly payment will be due and payable on or before the tenth (10th) day after Soliciting Entity's receipt of such approved invoice from the Commission. If such tenth (10th) day after Soliciting Entity's receipt is not a business day, then payment will be due on the next succeeding business day. Subject to the terms of this Agreement, Soliciting Entity will pay IE on or before the date due in immediately available funds by check or through Automated Clearing House or other bank to bank electronic payment method that is mutually acceptable to the Parties. If the Commission's review and approval of any IE invoice is not completed within 60 days of IE submitting an invoice, the Soliciting Entity will pay such invoice, subject to subsequent revisions applied to future invoices at the direction of the Commission.

3.2.2 All invoices submitted by IE for payment will contain descriptions of the Services rendered by IE to date in reasonable detail and will separate out such Services in separate invoices by program. Each invoice will request payment of the portion of the applicable IE Services Professional Fee for Services performed during the calendar month being invoiced and will itemize the amounts being charged in reasonable detail with adequate supporting documentation. IE will retain full and detailed records relating to its charges billed to Soliciting Entity for a period of three years following each invoice submission. Soliciting Entity, or its designated agents, and the Staff will be afforded access upon reasonable prior notice and during normal business hours for audit purposes to all IE's accounting records, receipts, vouchers, etc. to verify charges submitted by IE. If an audit discloses any invoice inaccuracy, IE and Soliciting Entity agree to discuss any such invoice inaccuracy in good faith and cooperate in the resolution upon receipt of notice from the notice party.

ARTICLE 4 MISCELLANEOUS

4.1 Independent Contractor.

4.1.1 IE agrees to perform the Services pursuant to this Agreement as an independent contractor. In no event will IE or any of its personnel or any subcontractor be deemed to be partners, agents, joint venturers with or employees of Soliciting Entity, the Commission or the Staff, or any bidder under the ESS RFP. Neither IE nor any of its employees or agents will have any power or authority to, and IE hereby agrees that it will not bind, enter into contracts or agreements on behalf of, or otherwise create any debts or liabilities for or on behalf of Soliciting Entity, the Commission or the Staff. Nothing in this Agreement will be construed as limiting IE's right or ability to provide professional services to other clients, existing or new, so long as IE does not utilize or disclose any Confidential Information in providing those services to others.

4.1.2 Unless required by law, Soliciting Entity will not deduct any federal, state or local taxes or other withholdings from any sums paid to IE hereunder, and IE hereby agrees to fully and timely pay, and indemnify and hold harmless Soliciting Entity, the Commission and the Staff from any liability for any and all federal, state and local taxes or assessments of any kind arising out of any payment made by Soliciting Entity to IE. IE will be responsible for all tax reporting, tax payments, withholdings, insurance and other payments, expenses and filings required to be made or paid by it or its principals or employees. Further, neither IE nor any of its employees or agents will be entitled to any benefits provided by Soliciting Entity, the Commission and the Staff to any of their respective employees.

4.2 Compliance with Laws. IE agrees that all of the Services it performs pursuant to this Agreement will be performed in compliance with all applicable federal, state and local laws, decrees, regulations and ordinances. IE represents to Soliciting Entity that it is duly organized and validly existing under the laws of the State of _____ and authorized to transact business in the State of Georgia.

4.3 Assignment and Subcontractors. The Parties acknowledge that Soliciting Entity is contracting in this Agreement for the personal services of IE. Accordingly, this Agreement may not be assigned, nor the Services to be provided pursuant to this Agreement subcontracted, without the prior written consent of Soliciting Entity and the Staff. Any subcontractor will agree in writing to be subject to all the terms and conditions of this Agreement.

4.4 Binding Effect. The rights and obligations of Soliciting Entity under this Agreement will inure to the benefit of and will be binding upon any successor or assign of or to the businesses of Soliciting Entity and may be freely assigned, in whole or in part, by Soliciting Entity at any time without the consent of IE.

4.5 Notices. Any notice or other communication required or permitted hereunder will be in writing and will be deemed to have been duly given on the date of service if personally served or via electronic means (if via electronic means on a business day and during business hours at the place of receipt and if receipt is confirmed or if not, on the next succeeding business day at the place of receipt) or two (2) days after mailed if mailed by reputable international overnight delivery service, postage prepaid and in any event addressed to the address set forth below or to such other address as will be designated by written notice issued pursuant hereto.

If to the Staff:

Mr. Preston Thomas
Attorney for Commission Staff
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, Georgia 30334
Telephone: (404) 651-5958
Facsimile: (404) 463-7630

If to the Soliciting Entity:

Mrs. Kristin Curylo
Director, Generation Procurement
241 Ralph McGill Boulevard, NE
BIN 10194
Atlanta, Georgia 30308
Telephone: (404) 506-7789
Email: kwcurylo@southernco.com

If to IE:

[Name]
[Title]
[IE Entity Name]
[Street Address]
[City, State, Zip]
Telephone: _____
Facsimile: _____

4.6 No Waiver. No provision of this Agreement will be deemed waived and no breach will be deemed excused unless such waiver or consent is in writing and signed by a duly authorized representative of the Party waiving such provision or excusing such breach. No such consent to, or waiver of a breach hereof, whether express or implied will constitute a consent to, waiver of, or excuse for any subsequent or different breach.

4.7 Entire Agreement. This Agreement and any attachments or other information expressly incorporated herein by reference constitute the entire agreement between the Parties as of the time of execution relating to the subject matter contemplated by this Agreement and supersedes all prior agreements, whether oral or written.

4.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

4.9 Articles and Sections Headings. The descriptive headings of the various Articles and Sections of this Agreement have been inserted for convenience of reference only and will in no way modify or restrict any of the terms or provisions hereof.

4.10 Governing Law. The validity, interpretation and performance of this Agreement and each of its provisions will be governed by the laws of the state of Georgia (without giving effect to the principles of conflict of laws). The Parties agree to submit to the exclusive jurisdiction of either the Fulton County Superior Court in Atlanta, Georgia or the U.S. District Court for the Northern District of Georgia, Atlanta Division, as appropriate.

4.11 Amendments. This Agreement may be amended only by a written instrument, duly executed by each of the Parties, which has received all acceptances or approvals of Governmental Authorities with competent jurisdiction necessary for the effectiveness thereof.

4.12 Disclosure of Information. IE agrees that it will, during the Term of this Agreement and for a period of three years thereafter, treat as proprietary and confidential any information provided to IE in connection with the performance of the Services pursuant to this Agreement that is designated by Soliciting Entity or by any bidder (for the supply of renewable energy) as trade secret, proprietary or confidential or that in the ordinary course of business would be considered proprietary and confidential by utility managers (“**Confidential Information**”). IE will not copy, give, assign, sell, lend, lease, transfer, redistribute, market, publish, disclose, communicate or divulge any such Confidential Information to any party for any reason or purpose whatsoever without the prior written consent of the Soliciting Entity and the Staff. IE will not provide any such Confidential Information to the Commission or the Staff unless such Confidential Information will be treated as trade secret information and withheld from public disclosure in accordance with the exception to the Open Records Act applicable to information required to be produced to state agencies. See O.C.G.A. § 50-18-72(a)(4). IE will immediately notify Soliciting Entity and the Staff of any unauthorized disclosure or use of any Confidential Information of which IE becomes aware. The Confidential Information will be used by IE solely and exclusively in connection with the performance of the Services pursuant to this Agreement, and specifically, without limitation, will not be used by any principal or employee of IE in connection with the representation of any other IE client. At the request of Soliciting Entity, IE’s personnel involved in the performance of the Services pursuant to this Agreement (“**Representatives**”) will execute and deliver a confidentiality agreement in a form acceptable to Soliciting Entity and the Staff. IE agrees to be responsible for the actions and disclosures of any of its Representatives with respect to the Confidential Information. The foregoing limitations will not apply to material, data or information that (i) at the time disclosed to, or obtained by, IE is in the public domain, (ii) becomes part of the public domain through no fault of IE, (iii) was communicated to IE by third party who is not, to IE’s knowledge, subject to any confidentiality obligations with respect thereto; (iv) is independently developed by IE; or (v) is required to be disclosed by IE pursuant to the IRP Act, RFP Rule, or any statute, regulation, order, or valid subpoena. IE acknowledges that disclosure of any Confidential Information will give rise to irreparable injury to the owner of such information, and such injury may not be adequately compensated by damages. Accordingly, Soliciting Entity may seek and obtain injunctive relief against the breach or threatened breach of the undertakings in this Section, in addition to any other legal remedies which may be available, without the requirement of posting bond. IE further acknowledges and agrees that the covenants contained in this Section are necessary for the protection of the legitimate interests of the Soliciting Entity and are reasonable in scope and content.

4.13 Unauthorized Disclosure. In the event of the unauthorized disclosure of Confidential Information by either Soliciting Entity or IE, the Party responsible for the unauthorized disclosure must immediately notify the other Party and Staff per Section 4.5 (*Notices*), and no other person or entity, of any actual or anticipated unauthorized disclosure of Confidential Information. The notice must include: (i) specific identification of the Confidential Information that was the subject of unauthorized

disclosure; (ii) identity of the unauthorized recipient; and (iii) remedial measures, if any, to recover the Confidential Information and to prevent future unauthorized disclosure. The provision, content, and timing of any notification, if any, about the unauthorized disclosure of Confidential Information, will be solely at the discretion and direction of the owner of the Confidential Information. If such notification is required by law, then any notification made by the Party responsible for the unauthorized disclosure shall require the prior written consent of the owner of the Confidential Information.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective duly authorized representatives as of the date first above written.

“SOLICITING ENTITY”

GEORGIA POWER COMPANY

By: _____

Name: Kristin W. Curylo
Title: Director, Generation Procurement

“IE”

[Entity Name]

By: _____

Name: _____
Title: _____

ATTACHMENT A
SCOPE OF SERVICE

I. Background

In its [2022 IRP Order](#), the Commission authorized Soliciting Entity to acquire, through the Commission approved RFP process, 500 megawatts (“MW”) of Energy Storage Systems (“ESS”) to be operated and controlled by Soliciting Entity.

Soliciting Entity plans to issue the ESS RFP for 500 MW of ESS in 2025 and to request Commission certification of the selected resources in 2027. Soliciting Entity expects that the full 500 MW will be online by the end of 2030.

An IE is being sought to oversee the ESS RFP to assure ESS RFP participants transparency and fairness during the ESS RFP processes and to ensure that the ESS RFP is conducted in accordance with the RFP Rule, the ESS RFP Standards of Conduct, and FERC’s *Edgar* and *Allegheny* Standards,¹ as applicable, if an affiliate of Soliciting Entity participates and is a winning bidder in the RFP.

2.0 Independent Evaluator

Soliciting Entity will propose a schedule for conducting the ESS RFP process and will prepare and issue the ESS RFP, which will culminate in the execution of power purchase agreements, asset purchase agreements, build transfer agreements, and company-owned proposals. During this process, an IE, selected by the Commission and under contract with Soliciting Entity, will play a major role. Bidder should familiarize itself with Commission Rule 515-3-4-.04(3), which outlines the RFP Process (“RFP Rule”). The duties and responsibilities of the IE are the following:

II. Identification of Bidders and Design of the 500 MW ESS RFP

- A. Soliciting Entity will prepare and supply to Commission Staff and the IE with an initial draft of the ESS RFP, including procedures, evaluation factors, credit and security obligations, a pro forma power purchase agreement and a solicitation schedule, no later than 60 days prior to the planned issue date of the ESS RFP. This draft will be posted on the IE Website, accessible through a restricted link established solely for the use by PSC Staff, Soliciting Entity, and the IE.
- B. Staff and the IE will comment on the initial draft ESS RFP and provide their feedback to Soliciting Entity through the restricted link of the IE Website prior to issuance of the ESS RFP to the market for comment.
- C. IE will actively participate in a public bidders’ conference conducted by the IE, Staff, and Soliciting Entity to discuss the draft ESS RFP with interested parties. In addition, the ESS RFP documents will be posted on the IE Website, where interested parties who have registered on the IE Website

¹ *Bos. Edison Co. Re: Edgar Elec. Energy Co.*, 55 FERC 61,382 (1991); *Allegheny Energy Supply Co., LLC*, 108 FERC 61,082 (2004).

may submit comments, questions, and suggested edits to the ESS RFP documents during the Comment Period.

- D. The IE will assist in preparing the distribution list to prospective bidders, including but not limited to those persons or companies who submitted proposals in Soliciting Entity's prior RFPs.

III. The IE Website, Issuance of ESS RFP, and Bidder Communications

- A. The IE will create, design, maintain, and host an IE website, that will serve as the platform for the ESS RFP ("**IE Website**"). The IE Website must at a minimum support the following activities:
 - 1. Data and privacy protections (e.g., firewalls, cybersecurity) to secure and protect IE Website from external attacks;
 - 2. Registration process for the IE Website with restricted access that prevents information sharing between ESS RFP participants, IE Website registrants;
 - 3. Registration process for the bidders' conference to communicate webinar information and submit bidder questions and responses through the IE;
 - 4. ESS RFP date announcements and email notifications of messages posted by the IE to all registered parties;
 - 5. Private electronic file ("Bid Book") for each ESS RFP prospective bidder who is also a registered party on the IE Website, to allow for communication with Georgia Power's evaluation team, and Commission Staff through the IE, and from which all submission-specific documents submitted by the prospective bidder is stored and a record of all IE Website communications are recorded;
 - 6. Ability to restrict access of ESS RFP participants from seeing other participants information and ability to give various levels of access rights to Commission Staff and Georgia Power's evaluation team members;
 - 7. Create an electronic submission form capable of inputting required proposal information into submission forms for specified capacity resource technology type (e.g., ESS) and proposal type (e.g., PPAs, APAs, BTAs, and company-owned proposals) to be submitted through the IE Website along with ESS RFP submission requirements. The electronic submission form should be coded to restrict parameters that are outside the requirements of the ESS RFP (e.g., dates, character input limits, capacity offerings);
 - 8. Ability to create other forms as needed to submit additional information (e.g., Notice of Intent);
 - 9. Ability to sign and certify documents electronically through the IE Website;
 - 10. Capability for IE, Commission Staff, and Georgia Power to test and review website functionality prior to IE Website going live to the public;
 - 11. Track and allow unlimited bidirectional communication and messaging features between each ESS RFP participant and the IE, and from the IE to Commission Staff, and Georgia Power;

12. Track and allow unlimited bidirectional communication and messaging features between the IE, Commission Staff, and Georgia Power with the option to choose the individuals to send communications;
 13. Send email notification of all communications between an ESS RFP participant or interested party and the IE, Commission Staff, and Georgia Power;
 14. Collecting comments from ESS RFP participants and interested parties on draft documents and develop a summary report with references to the associated document name, section, and language participant is providing comments;
 15. Uploading and downloading documents while maintaining naming conventions provided by ESS RFP participants or established by IE, Commission Staff, or Georgia Power to manage the organization data. Document submission feature must be accessible with messaging features and support bid submission;
 16. Ability to develop a data room with a folder structure capability for the uploading and downloading of a large number of documents with large file sizes;
 17. Posting the RFP schedule;
 18. Ability to develop a folder structure with access rights to manage and organize proposal data;
 19. Collecting and gathering bid data and generate custom reports;
 20. Hosting a public question and answer function to ESS RFP participants who register in the IE Website;
 21. Tracking of RFP milestones; and
 22. Upon request by the Soliciting Entity, the IE will collect bid fees, bid security in the form of cash, surety bond, or letter of credit. Cash must be deposited in an escrow account maintained by the IE for the benefit of Soliciting Entity.
- B. The IE Website will be designed and developed to:
1. Give Commission Staff, Soliciting Entity and IE access to all electronic bid submissions for bid evaluation;
 2. Provide bidders the ability to independently submit and access their own ESS RFP related data and communications, including without limitation, communications made through the IE about pre-bid activities, bid submission, bid management, and contract execution; and
 3. Provide flexibility for program development design that facilitates a bidder's ability to follow multi-step RFP Process.
- C. The IE will transmit the final ESS RFP to the bidder list via the IE Website.
- D. IE will post ESS RFP prospective bidder questions and IE responses on the IE Website. IE will ensure that once the IE is selected, no bidder or prospective bidder will communicate directly with Soliciting Entity, Staff, or the Commission regarding the ESS RFP, the RFP documents, the RFP process, the evaluation, the evaluation process, or any related subjects unless such communications are specifically allowed by the RFP Rule or facilitated by the IE. The only prospective bidder communications permitted prior to submission of bids will be conducted

through the IE. Any violation of this requirement due to a communication between a prospective bidder or interested party and Soliciting Entity or Commission Staff will be reported to the IE.

IV. IE Monitored Communications.

- A. All communications between prospective bidders or interested bidder and Soliciting Entity regarding the ESS RFP must be conducted through the IE and will be confidential. IE and Soliciting Entity may conduct conference calls with a prospective bidder to clarify or resolve issues with a bid submission or the RFP Process. Commission Staff may participate in such discussions.
- B. Each Participant and interested person in the ESS RFP may submit questions concerning the ESS RFP, the ESS RFP documents, or bid submission evaluation, and the Evaluation Team, in consultation with IE and Commission Staff, will endeavor to promptly respond to each message.
- C. IE may transfer to a public Q&A tab on the IE Website any question posted to the confidential message board that the IE determines to be generic in nature and not unique to a particular bidder, site, or facility.
- D. Any violation of this requirement due to a communication between an ESP RFP participant or interested party and Soliciting Entity or Commission Staff will be reported to the IE.

V. RFP and Bid Form Development Feedback

- A. The IE will work with Staff to provide feedback to Soliciting Entity regarding the draft ESS RFP documents. The IE will facilitate the receipt of comments, questions, and suggested revisions to the ESS RFP documents from prospective bidders and interested parties via the IE Website. The IE will be expected to attend and participate in the ESS RFP Bidders Conference conducted by Georgia Power in consultation with Staff and IE.
- B. The IE will collaborate with Soliciting Entity and support the development of the bid form on the IE Website, which will conform with the criteria and requirements set forth in the ESS RFP.
- C. The IE will oversee the development of the evaluation methodology for the ESS RFP and coordinate with Staff and Soliciting Entity to confirm when the evaluation methodology is locked down. The IE will conduct a mock bid evaluation prior to bid submission to ensure that the evaluation model performs consistently and conforms to the requirements of the RFP. Soliciting Entity's Evaluation Team, IE, and Staff may each produce mock bids to vet the model designed to develop a high degree of confidence with the consistency of the modeling and bid evaluation process.

VI. Transmission Analysis

IE must have familiarity and experience with reviewing and interpreting transmission impact studies for generators connected to the transmission system. IE's transmission analysis experience is necessary for IE's ability to verify and conduct IE's own evaluation of the Soliciting Entity's transmission study results.

VII. IE Report

Based on the input received from prospective bidders and other interested parties as well as its own review of the draft ESS RFP and pro forma PPA(s), the RFP Rule directs Staff and IE to create a report detailing suggested recommendations for changes to the RFP and pro forma PPA(s) prior to its issuance. Consistent with RFP Rule, the report will be provided to the Commission and posted on the IE website for review by prospective bidders.

VIII. Evaluation of Responses to the ESS RFP

- A. The Staff and IE will oversee the bidders, bids, or proposals submitted to the ESS RFP. The IE will serve as liaison between Soliciting Entity, bidders, and the company owned proposal team, as applicable regarding requests for additional information. The IE and Staff will have access to all information and resources utilized by Soliciting Entity in conducting its analysis and will be allowed to monitor all aspects of Soliciting Entity's evaluation process.
- B. The IE and IE Website will also facilitate ranking and evaluation of bids and proposals received. Soliciting Entity, Staff, and the IE will meet and discuss Soliciting Entity's proposed competitive tier of bids or proposals as well as the portfolio of short list bids or proposals, as applicable, recommended for contracting. The IE and Commission Staff may independently evaluate bids and proposals received in response to the ESS RFP.
- C. From bid submission through PPA execution, any communication between the Evaluation Team and a bidder must be conducted through the IE Website. This includes questions on a bid, notification of bid status during the evaluation period, and communication of PPA award or bid release. Following submission of a company owned proposal through conclusion of the ESS RFP, any communication between the Evaluation Team and the company owned proposal team must be conducted through the IE Website.

IX. Approval of Power Purchase Agreements, Final IE Report

- A. After completing its evaluation, Soliciting Entity will notify the Staff and IE which resources it has selected to win the ESS RFP. The Staff and IE will notify Georgia Power of whether they agree with Soliciting Entity's determination as well as provide Soliciting Entity with the results of their independent evaluation, if conducted. If the Staff and IE disagree with the selection(s) made by Soliciting Entity, the three parties will meet to discuss their differences. Soliciting Entity may consider the Staff/IE evaluation in making its decision as to the final resources to be procured; however, the soliciting entity is responsible for determining which resource(s) it will submit to the Commission for certification.
- B. At the time of PPA certification, the Staff and IE will submit a report to the Commission opining as to whether the executed PPA(s) should be certified. The IE's report will be a formal written report submitted to the Staff.

X. Certification

Soliciting Entity will file with the Commission a request for certification of the resource(s) chosen by Soliciting Entity. The Staff and the IE will participate in the certification proceeding and testify regarding: (i) their independent evaluation of whether the resource selected by Soliciting Entity should be selected and if not, which resource(s) in their view should be selected as a result of the RFP process; and (ii) whether Soliciting Entity conducted the RFP process in a fair and impartial manner.

XI. Other IE Responsibilities

- A. IE will comply with Commission Rule 515-3-4-.04(3) (incorporated herein by reference), which states that no IE selected by the Commission may perform services for the soliciting entity or any

bidder for a period of two years after the completion of an RFP process in which the IE served. Additionally, IE agrees that during the time within which such duties are being performed, IE will not enter into any employment with the companies under the jurisdiction of the Commission, or any subsidiary or affiliate of those companies. IE must, on his or her own action, disclose to the attorneys for the Staff the fact and substance of any unauthorized contacts or representations made to IE outside the physical presence of attorneys representing the Staff or a Commission Staff member by persons known, or who reasonably should be known, by IE to be associated, directly or indirectly, with the companies referenced in this paragraph.

- B. The Commission will inform IE of the Commission's policies and regulations with respect to such unauthorized contact, and IE will affirm in writing that no unauthorized contacts were made or that such contacts were reported as required. Non-compliance with this requirement may result in immediate cancellation of the related contract and the institution of any additional proceeding deemed necessary or appropriate by the attorneys representing the Commission. The attorneys representing the Commission are authorized to use any reasonable method to ensure strict compliance with this requirement.

XII. Time of Performance

- A. The period of performance of the related IE Contract will commence on the effective date of the IE Contract and continue in effect until the earlier of: (i) completion of the ESS RFP, as evidenced by the filing of the executed agreements necessary to evidence the acquisition of the needed capacity sought by the ESS RFP and completion of the related Commission's certification hearings required by the IRP Act and Commission Rule 515-3-4-.04(3)(e)(5); unless terminated earlier in accordance with the IE Contract; or (ii) until the Commission determines that further performance should cease and instructs IE to suspend performance.
- B. In the event that performance is ordered to be suspended upon instruction of the Commission, IE will be compensated for all work completed prior to said suspension according to allowed expenses and labor at the rates as stated in the IE Contract.

XIII. Compensation and Payment

- A. IE's fees will be paid by Soliciting Entity, after approval of such invoices by the Commission.
- B. The IE will be paid a "not to exceed" amount agreed upon for professional services and related expenses rendered under the IE Contract.
- C. Work performed by the IE outside of the original scope of work will not be paid unless authorized in writing by change order signed by an authorized representative of Soliciting Entity, IE, Commission Staff, and approved by the Commission.
- D. IE expenses are to include support for professional services including, but not limited to, reasonable and necessary (as defined by the Commission) actual expenses incurred by IE for travel, lodging, meals, telephone, express mail delivery, website and computer charges and copying costs.
- E. Travel for work to be performed under the IE Contract must be approved by a Commission Staff member via email communication, prior to travel occurrence. Maximum reimbursement amounts for daily meals for the IE will be a per diem published by the U.S. General Services Administration (GSA).

- F. IE will be required to submit invoices on a monthly basis for review and approval by the Commission and delivered to Soliciting Entity for payment. However, prior to each monthly payment, IE must be in compliance with all material terms and conditions of the IE Contract, and, prior to final payment, IE will have completed all obligations under the IE Contract. Invoices will be submitted based on actual expenses and time expended on the scope of work, with labor rates for IE's personnel as agreed upon, and all costs will be separately invoiced to reflect the ESS RFP services provided.
- G. IE agrees to comply with the Utilities Division's Business Analyst of the Commission will provide instructions (PSC Guidelines for Consultant Billing of Direct Reimbursable Charges to Contracts), which explains how the billings should be prepared, itemized, and supported to effect payment.

XIV. Retention of Records

IE will keep and maintain all records and other documents pertaining to the performance of the IE Contract until the final payment of funds paid to the IE by Soliciting Entity. At such time, the physical custody of the physical and electronic records and documents will be returned to the Commission.

IE will provide and maintain the IE website for a period of two years after completion of the RFP to provide the Commission with a documented audit trail. The website will be used for all communications and bid receipt.

**ATTACHMENT B
BILLING AND PAYMENT**

A. WEBSITE

Solicitation	Website Design & Customization	Hosting (\$___/mo.)	Support & Maintenance (\$____/mo.)	Totals
ESS RFP	\$	\$	\$	\$

B. PRIMARY PERSONNEL

**Table 2
Personnel**

IE Group Personnel	Role	Hourly Rate
		\$
	Senior Consultant	\$
	Consultant	\$
	Technical Support/Analyst	\$

C. ACTIVITIES

**Table 3
Summary of Necessary Activities**

A1	Develop RFP Documents, Comments on Drafts, and Materials
A2	Bidder Conferences, <i>et. al.</i>
A3	Prepare Reports
A4	Communications Protocols & Manage Code of Conduct
A5	Meetings - Staff / Company / Monitor Bidder Discussions
A6	Manage Bidder Information Process
A7	Evaluations
A8	Hearing Testimony and Participation
A9	Manage & Evaluate "Other" Technologies & Proposals

D. RFP SUMMARY

1. ESS RFP

Summary of Services & Expenses

Category	Total
Professional Services	\$
Estimated Expenses	\$
Services & Expenses Total	\$

Summary of Consultant Services

Category	\$/Hour	Hours	\$
Director	\$		\$
Senior Consultant	\$		\$
Consultant	\$		\$
Technical Staff	\$		\$

E. SUMMARY – ALL SERVICES & WEBSITE

**Table 4
Summary of All Services**

		All-Source RFP
A1	Develop RFP Documents, Comments on Drafts, and Materials	\$
A2	Bidder Conferences, <i>et. al.</i>	\$
A3	Prepare Reports	\$
A4	Communications Protocols & Manage Code of Conduct	\$
A5	Meetings - Staff / Company / Monitor Bidder Discussions	\$
A6	Manage Bidder Information Process	\$
A7	Evaluations	\$
A8	Hearing Testimony and Participation	\$
A9	Manage & Evaluate "Other" Technologies & Proposals	\$
	TOTAL	\$

**Table 5
Summary of Services & Expenses**

Category	Total
Professional Services	\$
Estimated Expenses	\$
Website	\$
Subtotal	\$

ATTACHMENT C
IE SERVICES CHANGE ORDER

Type of Change Requested: IE Services ___ Website design/services ___	
Entity Requesting Change: Soliciting Entity ___ Independent Evaluator ___ Staff ___	
Description of Change: <i>(attach additional sheets as needed)</i>	
Estimated completion date:	
Cost estimate:	
Authorization: (3 signatures and Commission approval required)	
Soliciting Entity	IE
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Georgia Public Service Commission Staff	
Signature: _____	
Name: _____	
Title: _____	
Date of Commission Approval: _____	