

February 1, 2022

To Whom It May Concern:

Mississippi Power Company ("Mississippi Power" or "Company") hereby announces its 2022 Request for Proposal ("RFP") for solar photovoltaic renewable resources ("RFP resources"). Qualifying proposals submitted through this RFP will afford Mississippi Power an opportunity to review market offerings of RFP resources and determine whether there are economic and viable energy projects suitable to meet the needs of its customers.

- This RFP contains the guidelines and requirements for submitting proposed projects.
- Mississippi Power seeks to procure approximately 200 megawatts ("MW") of renewable energy from solar photovoltaic (fixed or tracking) renewable resources.
 - A project's expected export capability at the point of interconnection ("POI") must be at least 20 MW_{AC}
 - Mississippi Power will only accept proposals for 25-year term energy-only power purchase agreements ("PPA") for solar photovoltaic renewable resources from bidders who are not affiliates of Mississippi Power or Southern Company.
 - Additionally, Mississippi Power must be entitled to and receive all environmental attributes.
- A project must be located in the state of Mississippi and must be directly interconnected with Mississippi Power's transmission system.
- The pricing submitted under each proposal should include all costs associated with project facilities up to the point where such facilities will connect to the interconnection facilities to be constructed and owned by Mississippi Power.
- After proposals are submitted, Mississippi Power will evaluate each proposal, taking into account the costs associated with facilities and improvements needed to directly interconnect the project to Mississippi Power's transmission system and to ensure the reliable delivery of energy to Mississippi Power and its customers. Mississippi Power will assign responsibility for such costs after evaluations are completed. This will not include any costs related to any facilities and upgrades associated with an electric system other than Mississippi Power's system ("Affected Systems"). Any costs associated with impacts on Affected Systems are the responsibility of the bidder and not Mississippi Power.
- Each proposal must include the non-refundable bid fee as set forth in the RFP.
- A project, including a bidder's development and proposal of a project, must comply with all applicable federal, state, and local laws and regulations. All federal, state, and local approvals, permits, licenses, and associated fees or other costs will be the responsibility of the bidder for the entire term of the proposal.

The deadline for submission of proposals is 6:00 p.m. (CST) on March 15, 2022. Complete details regarding this RFP, including schedule and associated forms, are set forth in greater detail herein and are available at www.mississippipower.com/RFP. Mississippi Power appreciates your interest in this RFP and thanks you in advance for your time.

Sincerely,

Allison Little

Allison Little
Renewable Energy Program Manager



Mississippi Power

**Mississippi Power Company's
Request for Proposals
Solar Photovoltaic Renewable Resources**

February 1, 2022

**Issued by Mississippi Power Company
2992 W. Beach Blvd.
Gulfport, MS 39501
<https://www.mississippipower.com>**

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GENERAL INFORMATION

Mississippi Power Company (“Mississippi Power” or “the Company”) is issuing its 2022 Request for Proposal (“RFP”) for solar photovoltaic renewable resources (“RFP resources”). This RFP will afford Mississippi Power an opportunity to review market offerings of RFP resources and determine whether there are economic and viable energy projects suitable to meet the needs of its customers.

For a proposal to merit full consideration by the Company and the pursuit of regulatory approval, it must present the opportunity for exceptional value to the Company’s customers, in the form of lower energy costs and other economic benefits. The Company is interested in proposals for 25-year term power purchase agreements (“PPA”) for new generation resources that are located in the state of Mississippi and connected directly to the Company’s transmission system.

The pricing submitted under each proposal should include all costs associated with the project facilities up to the point where such facilities will connect to the interconnection facilities to be constructed and owned by Mississippi Power including, but not limited to energy, losses, construction costs, variable and fixed operations and maintenance costs, all associated renewable and environmental attributes, and expected return or mark-up on the project.

A “competitive tier” of proposals submitted in response to this RFP will be selected through an initial evaluation. Those projects selected for the competitive tier will remain active in the RFP process and will undergo further detailed analysis taking into account the total costs of each resource and other non-quantitative considerations from which a final bid list will be selected. Total costs shall include (without limitation) energy prices and any costs associated with facilities and improvements needed to directly interconnect the project to Mississippi Power’s transmission system and to ensure the reliable delivery of energy to Mississippi Power and its customers. Mississippi Power will assign responsibility for such costs after evaluations are completed. Non-quantitative considerations may include (without limitation) those set forth in Attachment A. Projects selected for the final bid list will be notified. Also, the Company must be entitled to and receive all associated environmental attributes for the resource, as the Company will have the rights to sell such environmental attributes (including renewable energy certificates, or RECs) to third parties, separately or bundled together with energy from the facility or elsewhere.

Each proposal should assume that any PPA entered into by Mississippi Power would include the terms and conditions set forth in Attachment B. Mississippi Power reserves the right, however, to require other terms and conditions that are different than, or in addition to, those terms and conditions set forth in Attachment B. Any exceptions or modifications of a bidder to the terms and conditions set forth in Attachment B will affect the value of the bidder’s proposal.

Nothing in this RFP or in the associated materials provided should be considered an offer or acceptance of terms or conditions of a PPA. Any proposal that, in the Company’s judgment, does not satisfy the requirements of this RFP may be considered nonresponsive, and the Company reserves the right to reject any such proposal without opportunity for correction or cure. The Company may, but is under no obligation to, contact any bidder to obtain additional information regarding its proposal. Each bidder who submits a proposal(s) in response to this RFP waives any and all right of recourse against the Company, its parent, and any of their affiliates for either rejection of the proposal or for failure to execute an agreement with the bidder for any reason.

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All costs related to each bidder's preparation of a response to this RFP are the sole responsibility of the bidder. The Company will not reimburse or be held responsible for costs associated with any bidder's proposal in response to this RFP.

A bidder's submission of a proposal to the Company will constitute that bidder's acknowledgement and acceptance of all the terms, conditions, and requirements of this RFP. All proposals submitted will become the exclusive property of the Company and may be used by the Company for any reasonable purpose.

The Company will have no obligation or liability to any bidder unless and until an agreement with such bidder has been successfully negotiated, fully executed, and all conditions to the effectiveness of such agreement are satisfied. The Company reserves the right, in its sole discretion, to determine whether to pursue negotiation and execution of any agreement with any bidder. Additionally, the company may at its discretion award to multiple bidders. Further, any agreement will be subject to all requisite management approvals of the Company as well as approval by the Mississippi Public Service Commission ("MPSC") in a form suitable to the Company, in its sole discretion.

As stated above, the purpose of this RFP is to solicit proposals for RFP resources in order to determine the most economic and viable energy projects available to the Company. Proposals submitted pursuant to this RFP will be evaluated in whatever manner the Company deems appropriate, including (but not limited to) on a like-kind basis against each other and against other power supply options that may be available to the Company. Such other power supply options may include generation resources owned or developed by the Company, other generation resources located in the service territories of the Company and its affiliates, and other proposals for renewable generation that are provided to the Company outside of this RFP process. The Company is under no obligation to select any project, nor is the Company limited to choosing from the resources submitted in response to this RFP. The Company may determine in its sole discretion to exclusively procure renewable resources outside of this RFP process, or to defer or abandon the pursuit of any or all such resources, whether arising through proposals identified in this RFP or otherwise.

CONFIDENTIALITY

Participation in this RFP is conditioned on the execution of a standard Confidentiality Agreement, a copy of which is being provided for each category of proposal being solicited and found in Attachment C.

COMMUNICATIONS

After issuance of the RFP on February 1, 2022, all communications to the Company regarding the RFP should be submitted to G2RFPINFO@southernco.com. The RFP documents will be available to download from the Mississippi Power website at mississippipower.com/RFP after the RFP has been issued.

All non-repetitive questions (along with the appropriate responses) will be added to the FAQs document located on the Mississippi Power website mississippipower.com/RFP. The FAQ document will be available to download from the site, allowing all interested parties to have access to the information provided.

PROJECT PROPOSAL REQUIREMENTS

For a PPA project proposal to be complete, the following forms must be included in the proposal with the appropriate nonrefundable bid evaluation fee.

- Confidentiality Agreement (refer to Attachment C)
- Contractor Compliance Background Certificate Form (refer to Attachment D)
- Contractor Statistical Data (Employee Modification Rate or EMR) (refer to Attachment D)
- Supplier Self-Certification Form (refer to Attachment D)
- Bidder's Questionnaire (refer to Attachment E)
- A Project Specific Excel Spreadsheet
(Spreadsheet Name MUST NOT be changed; do not delete or rename individual sheets)
 - o General Information
 - o Facility Information
 - o Land information
 - o Production Profiles ("8760") presented in Central Standard Time (no correction for Daylight Savings Time or leap years)
 - o Interconnection Related Information
 - o PPA Bid Price
 - o Other Considerations
- Latest interconnection study report, if available
- Interconnection agreement, if available

The electronic version of these forms is available through the following link at mississippipower.com/RFP until March 15, 2022, when the RFP closes.

Details about each worksheet included in the Project Specific Excel Spreadsheet are provided below.

"General Information"

- All proposed resources must be solar photovoltaic renewable resources.
- The operational date of the project should be on or before November 1, 2025.
- The requested term is 25 years.

"Facility Information"

- The project's expected net export capability must be at least 20 MW_{AC} at the POI.
- The facility cannot generate or export an expected energy output (MWh) at any time greater than the lesser of the capability of the proposed maximum interconnection limit or facility capacity for any hour.

"Land Information"

- A legal description of the land being used for the project must be included.
- Supporting documentation must be provided to establish the nature of the possession of the real property at the time of construction as either fee simple ownership or lease (e.g., copy of option contract; copy of deed; copy of lease agreement).
- Provide existing and reasonably available environmental information for the property.

“Interconnection Information”

- The proposed generation resource must be located in the state of Mississippi and must interconnect directly with Mississippi Power’s transmission system.
- For each project, the project bidder must provide the real estate, in fee, that would be required for the location of facilities and improvements required for interconnection. This needs to be included in the bid price.
- Project bidders are responsible for submitting generator interconnection requests and executing a separate generator interconnection agreement for projects as appropriate. Project bidders are responsible for costs associated with such generator interconnection requests (e.g., study costs) and Generator Interconnection Agreement O&M and administrative charges.

“PPA Bid Price”

- Mississippi Power will only evaluate proposals that are priced on a delivered energy basis. Proposals should not include capacity or other payments.
- Each proposal should be priced in nominal \$/MWh.
- Proposals can be levelized or escalating. If escalating, the escalation rate should not exceed 2.5% per year.
- The proposed bid prices should include all costs associated with the project up to the point where the project facilities will directly connect to the interconnection facilities to be constructed and owned by Mississippi Power (i.e., the point of change of ownership), including but not limited to energy, losses, construction costs, variable and fixed operations and maintenance costs, all associated renewable and environmental attributes, and expected return or mark-up on the project.
- Each project must comply with all applicable federal, state, and local laws and regulations. All federal, state, and local approvals, permits, licenses, and environmental regulations and associated fees or other costs are the responsibility of the bidder for the entire term of the proposal. This includes any rezoning, land-use permits, and other discretionary approvals that may be required by the local, state, or federal governments.

“Production Profiles”

- A delivered annual production profile in an 8760 format (365 days x 24 hours), in Central Standard Time (CST), for each year over the life of the contracted project must be included in the proposal in order for it to be considered. Production values should start on the expected COD date. No adjustment for daylight savings time or leap years should be made.
- At no time should the expected energy output exceed the expected interconnection limit of the facility. If so, the profile will be subject to adjustments.
- Liquidated damages must be paid if generation falls below 95% of annual expected energy.
- In order to mitigate risks associated with the uncertainty surrounding actual generation, an overgeneration threshold will be included in the Power Purchase Agreement (“PPA”). Payment for generation in excess of this threshold will be based on the lesser of the PPA energy price or the applicable hourly Associated Interchange Energy Rate (“AIER”), as defined in the Southern Company System Intercompany Interchange Contract. The purpose of the threshold is to provide the Company with some degree of price assurance in the event of an unexpected high level of overgeneration. The threshold will be set at a level consistent with the intention of providing a

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normally designed facility the opportunity to have all of its generation purchased on the basis of the PPA price.

INTERCONNECTION RELATED INFORMATION

Proposed resources will directly interconnect to the transmission system of Mississippi Power.

Bidders are responsible for submitting requests to interconnect their generation resources and to obtain all relevant information regarding the interconnection process.

General information about generator interconnections to Mississippi Power's transmission system (>46 kV) can be found on Southern Companies' OASIS website (<https://www.oasis.oati.com/SOCO>) under the Generator Interconnection folder. Within the Generator Interconnection folder, interconnection requirements for Inverter-based resources can be found in the Inverter-Based Generator Interconnection Requests folder.

The submission of a proposal in response to this RFP does not constitute an interconnection request. Interconnection requests must be submitted pursuant to the applicable interconnection process. Additional costs associated with submitting an interconnection request may apply. All such costs are the bidder's sole responsibility.

Bidders selected for the final bid list must submit all required interconnection requests within 5 days of notice of selection, to the extent not already submitted, in order to remain eligible for consideration under this RFP. Allowing sufficient lead time for study of an interconnection request (typically 12-15 months) and for construction of the required interconnection facilities and improvements (typically 24-30 months, or longer) is critical to meeting any target in-service date.

Each bidder responding to this RFP will provide all relevant information regarding the status of its interconnection request(s), including interconnection studies that have been completed. Mississippi Power will be entitled to make inquiries from time-to-time in order to obtain such information.

A bidder who enters into a PPA with the Company will be required to enter into an interconnection agreement, which carries future O&M and monthly administration fees. For generator interconnections to MPC's transmission system (>46 kV), the monthly administrative fee is \$5,000. This fee is applicable to all projects and should be considered in the bidder's pricing. The interconnection agreement will require the bidder to provide security for all interconnection costs (including interconnection improvements, potential tax liability, and any contingent facilities) until the project achieves full commercial operation. The bidder is also responsible for coordinating with any potential Affected System (as identified by Mississippi Power) and entering into a separate construction agreement with the Affected System operator for any Affected System upgrades as determined by the Affected System operator. Project bidders are responsible for costs associated with any Affected System evaluation (e.g., study costs) and any Affected System upgrades.

In addition to facilities and improvements required for interconnection beyond the point where project facilities connect to the interconnection facilities to be constructed by Mississippi Power, an important

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consideration in the evaluation of proposals will be adequate existing transmission and/or distribution capability to reliably deliver the energy of a proposed project to Mississippi Power and its customers for their use. Therefore, Mississippi Power, or its designated agent, will conduct assessments, as appropriate, to determine the costs of any modifications to the transmission and/or distribution system that are necessary to interconnect and deliver energy from a proposed resource, which costs will be appropriately considered in the bid evaluation. Mississippi Power will assign responsibility for such costs after evaluations are completed.

TARGET SOLICITATION SCHEDULE

Date	Event
February 1, 2022	RFP documents issued.
March 15, 2022	Proposals MUST be received by 6:00 pm CST.
April 15, 2022	Competitive Tier bidders selected
August 1, 2022	Final bid list selected (interconnection requests due within 5 business days of notification if not submitted earlier)

Mississippi Power reserves the right to revise or suspend this schedule at its sole discretion. If schedule changes occur, Mississippi Power will notify affected bidders through the website and the email distribution list.

BID EVALUATION FEE

There is a bid evaluation fee of \$5,000 per proposal.

No additional fees will be charged for a project to be considered under varying pricing structures (escalating or levelized) as long as there are no changes observed in the energy production profile. Proposals must be submitted for 25-year contract terms.

Bid evaluation fees are nonrefundable.

Electronic payment for the bid evaluation fee is to be made to Mississippi Power through:

Financial Institution: Bank of America
 ABA Number: 111000012
 For Credit to: Mississippi Power Company
 Account Number: 3756672925
 Reference: Renewable RFP (and the name of the project)

The bid is not complete and will not be evaluated unless the appropriate bid evaluation fee has been received by the RFP deadline of **6:00 p.m. CST on March 15, 2022**.

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RFP SUBMITTAL PROCESS

Obtain RFP Documents

Proposal forms have been made available for download from the Mississippi Power website at mississippipower.com/RFP.

Ask a Question

If a bidder has any questions after issuance of the RFP on February 1, 2022, they are to be submitted to the email address G2RFPINFO@southernco.com. Non-repetitive questions and the answers will be posted in the FAQ document located on the website at mississippipower.com/RFP so that the information will be available to all bidders.

Submit Proposal

The completed RFP documents with the payment of the appropriate bid evaluation fee **MUST** be received by Mississippi Power by **6:00 pm CST on March 15, 2022**.

The documents can be submitted either by email, regular mail or overnight courier.

Submit by Email

To submit the required proposal forms, use the email address G2RFPBID@southernco.com. **PLEASE** note the files **cannot** be received as a .ZIP file, **cannot** be greater than 10MB in size, and **cannot** be posted in a file sharing folder (e.g., DropBox® or Google Docs™)¹.

To email the required forms for each bid, place in the **subject line** of the email the **company name and project name**.

To email the forms required for each bidder (e.g., Confidentiality Agreement), place the **company name** in the **subject line** of the email. These forms can be sent either together or separate from the other required bid forms.

To ensure the correct information was received, please send a separate email to G2RFPINFO@southernco.com listing all of the information sent to G2RFPBID@southernco.com.

Submit by Regular Mail or Overnight Courier

Proposal must be submitted in exact conformance with the RFP documents, and should be submitted to:

Mississippi Power Company
Attn: Allison Little – Corporate Office
2992 W Beach Blvd
Gulfport, Mississippi 39501

Bids **MUST** be received (not postmarked) by **6:00 pm CST on March 15, 2022**.

¹ DropBox is a U.S. registered trademark for DropBox, Inc. Google Docs is a trademark of Google LLC.

Send Required Documents

Per Bidding Company

- Contractor Required Forms (Contractor Statistical Data Form, Contractor Compliance Background Certification Form, and Supplier Self Certification Form)
- Bidder's Questionnaire
- Confidentiality Agreement

Per Bid

- A completed spreadsheet (**Spreadsheet Name MUST NOT be changed; do not delete or rename any individual sheets**)
- Latest interconnection study report, if available
- Interconnection agreement, if available

ATTACHMENT A: NON-PRICE AND OTHER QUALITATIVE CONSIDERATIONS

Although the majority of the evaluation will focus on price and reliability considerations, other qualitative and non-price attributes may be considered. Examples include:

Bidder Qualifications

- * Financial strength of company making proposal
- * Financing structure of project (project financed, non-recourse, etc.)
- * Security provided to purchaser
- * Bidder experience

Environmental Impacts

- * Land use, wildlife impacts, and other environmental impacts

Resource Attributes

- * Status of necessary elements for the project (e.g., equipment orders; leases/options for land, etc.)

Other

- * Supplier diversity
- * Industry recognition such as an award recipient
- * Economic development (e.g., use of labor and/or manufacturing)
- * Reasonableness/feasibility of the development schedule, including interconnection
- * Potential for electric system reliability risks or customer impacts (e.g., excessive harmonics)
- * Any contingent facilities (prior-planned or prior-queued projects) or potential Affected Systems identified for interconnection

ATTACHMENT B: POWER PURCHASE AGREEMENT – GENERAL TERMS AND CONDITIONS

Any Power Purchase Agreement (“PPA”) between the bidder and Mississippi Power Company (“Company”) will contain provisions that incorporate the following terms and conditions, in addition to other terms and conditions that may be required by the Company. The Company reserves the right to modify these terms and conditions, or to require additional terms and conditions, at any time in its sole and absolute discretion. The PPA and contract provisions incorporating these terms and conditions will be provided to certain qualified bidders if selected by the Company at a later date. It should be noted, however, that neither the results of the RFP evaluation nor a bidder’s ranking relative to other bidders ensures that the Company will enter into a PPA with a bidder or that any executed PPA will be submitted to or approved by the Mississippi Public Service Commission.

RFP Resources

The Facility

The “Facility” from which energy will be provided under the PPA will be defined as the electric generating facility(ies) designated by the bidder to provide energy to the Company utilizing only solar photovoltaic renewable resources. The Facility will include all land, rights-of-way, auxiliary equipment and facilities necessary or used for the production, control, delivery or monitoring of electricity produced on the site by such electric generating facility(ies). The Facility must be located in the State of Mississippi and interconnected directly with Mississippi Power’s transmission system.

Permits and Approvals

The bidder will be responsible, at its sole cost and expense, for all permits and approvals required for the development, construction, ownership, operation, and maintenance of the Facility.

Meteorological Stations

The Facility must include meteorological stations at the site, if required by the Company.

Development and Construction

The bidder will be responsible, at its sole cost and expense, for the design, engineering, construction, testing and commissioning of the Facility. The PPA will provide the Company the right to inspect and observe all aspects of development and construction.

Milestones

The bidder will be required to demonstrate the achievement of certain development milestones to be set forth in the PPA (e.g., project financing, commencement of construction, obtaining all required permits, interconnection). If such milestones are not achieved by specified dates, the bidder will be required to pay liquidated damages as specified in the PPA. In the case of extended delays, the Company will have the right to terminate the PPA and collect additional liquidated damages from the bidder.

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Delays in Commercial Operation

In the event that the Facility does not achieve Commercial Operation by a Required Commercial Operation Date to be set forth in the PPA, the bidder will be required to pay liquidated damages as specified in the PPA. If Commercial Operation is further delayed for an extended period to be set forth in the PPA, the Company will be entitled to terminate the PPA and collect additional liquidated damages from the bidder.

Provision of Energy, Electrical Products, and Environmental Attributes*Service Term*

The service term of the PPA will be 25 years, or other term agreed by the parties.

Contract Energy and Electrical Products

The PPA will provide the Company with exclusive rights to all energy and electrical products produced by the Facility (including all ancillary and essential reliability services such as reserves, reactive power, frequency support, and ramping capability).

Environmental Attributes

The Company will be entitled to and receive all environmental attributes produced by the Facility that may exist presently or at any time in the future, including all fuel-related, emissions-related, air quality-related and other environmental-related aspects, claims, characteristics, benefits, credits, reductions, offsets, savings, allowances, certificates, tags, attributes or similar products or rights, whether or not the same qualify for application toward compliance with any local, state, federal and/or international renewable energy portfolio standard, green pricing program or other renewable energy mandate or objective.

The bidder will be responsible, at its sole cost and expense, for certifying, registering and verifying the environmental attributes as directed by the Company (including certification by Green-e).

The bidder will bear any applicable costs associated with transferring the environmental attributes to the Company, including any costs associated with uploading such attributes to applicable accounts, registries, and tracking systems.

Energy Payments

The PPA will set forth a price (in \$/MWh) to be paid for energy actually delivered to the Company at the specified delivery point(s). The energy payments will be the exclusive compensation to the bidder for all energy, electrical products and environmental attributes provided under the PPA.

Delivery Point(s)

The delivery point(s) for energy generated by the Facility will be determined by the Company through a transmission evaluation based on the location of the Facility.

Energy Forecasts and Information

The bidder will be required to provide energy production forecasts, as well as other information regarding energy production and site conditions, as set forth in the PPA.

Facility Outages

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The bidder will provide the Company with annual schedules for planned outages, as set forth in the PPA. Such planned outage schedules will be subject to the prior approval of the Company.

Curtailments

The Company will be entitled to curtail the production of energy from the Facility for the following reasons, and will not be required to purchase or make payment for any energy so curtailed:

- (i) an emergency condition;
- (ii) the interruption, curtailment or unavailability of transmission or distribution capability;
- (iii) a Force Majeure Event;
- (iv) scheduled or unscheduled maintenance of transmission or distribution facilities; and
- (v) interruptions, curtailments, or disconnections pursuant to the interconnection agreement.

In addition, the Company will be entitled to curtail the production of energy for other operational reasons in the Company's sole discretion ("Other Operational Curtailments"). If there are more than twenty (20) hours of such Other Operational Curtailments during a given contract year, the Company will compensate the bidder for the energy that was so curtailed beyond that twenty (20) hour threshold.

Annual Energy Threshold

In the event that the bidder fails to deliver, in any given contract year, an amount of energy at least equal to an Annual Energy Threshold (to be set forth in the PPA), the bidder will pay the Company a "Production Performance Adjustment" for the shortfall.

Minimum Annual Delivery Requirement

In the event that the bidder fails, for two (2) consecutive years, to deliver an amount of energy equal to the Minimum Annual Delivery Requirement (to be set forth in the PPA), then there will be an event of default of the bidder under the PPA.

Interconnection, Distribution, and Transmission

Interconnection

The bidder will be responsible, at its sole cost and expense, for requesting interconnection of the Facility to Mississippi Power's transmission system. The bidder will also be responsible for all costs associated with any Affected System upgrades required by an Affected System operator. A bidder who enters into a PPA with the Company will be required to enter into an interconnection agreement. *Note: The estimated cost and expense of interconnection facilities to be borne by the Company will be a material factor in the evaluation of the bidder's proposal.*

Transmission and Distribution Delivery Improvements; Designation of the Facility as a Network Resource

The PPA will be contingent upon the ability of the transmission and/or distribution system to reliably receive energy from the Facility and deliver such energy to the Company's retail customers without adverse impacts to the Company's or its affiliates' electric systems or any of their customers. This may include a requirement that the Facility be designated as a Network Resource consistent with the Southern Companies Open Access Transmission Tariff, which would require

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applicable transmission studies. In addition, if the Company determines that the costs associated with necessary transmission or distribution improvements (including those that may be needed to designate the Facility as a Network Resource) will exceed a threshold amount to be specified in the PPA, the Company may terminate the PPA in its sole and absolute discretion. *Note: The estimated cost and expense of transmission and distribution improvements that may be required (including to designate the Facility as a Network Resource) will be a material factor in the evaluation of the bidder's proposal.*

Laws and Regulations

The bidder is responsible for complying, at its sole cost and expense, with all applicable federal, state and local laws and regulations applicable to the Facility and its performance under the PPA.

Changes in Law

The bidder will be responsible for any increased cost or expense associated with the Facility or its performance that results from changes in laws, rules, regulations, and/or orders of all governmental authorities. The amounts paid by the Company under the PPA will not be modified as a result of any such changes.

Performance Security

Simultaneous with the execution of the PPA and thereafter for the term of the PPA, the bidder will provide and maintain performance security in a form and amount acceptable to the Company in order to secure bidder's energy delivery obligations. Such performance security may be in the form of (i) a letter of credit acceptable to the company; (ii) parent guaranty in a form and from a creditworthy guarantor acceptable to the Company; or (iii) other security acceptable to the Company, and will be in addition to the security required for interconnection facilities and transmission improvements.

Events of Default

The PPA will set forth events of default for each of the bidder and the Company, as well as applicable remedies should an event of default occur.

Regulatory Matters*Compliance*

It will be the complete and sole responsibility of the bidder to take all necessary actions to satisfy all laws, regulatory requirements, licenses, and permits that may apply to the bidder or to the generation, sale, and/or delivery of energy under the PPA. The PPA will not be conditioned on the receipt of any permit or regulatory approval, except for approval of the Mississippi Public Service Commission.

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Approval of Mississippi Public Service Commission

The PPA will be contingent upon the Mississippi Public Service Commission approving the PPA pursuant to a final, non-appealable order that is satisfactory to the Company in its sole discretion. The Company may require certain conditions to be set forth in the PPA to be satisfied before it will submit the PPA to the Mississippi Public Service Commission.

Taxes

The bidder will be responsible for all taxes and governmental charges associated with the Facility and the transfer, delivery and sale of energy, electrical products, and environmental attributes to the Company under the PPA.

Assignments, Transfers, and Change of Control

The bidder will not assign its rights or obligations under the PPA, transfer any interest or operational control of the Facility, or undergo a direct or indirect change of control of the bidder, without the prior written consent of the Company.

Insurance

The bidder will maintain insurance of the types and amounts to be set forth in the PPA.

Financing

The bidder will be solely responsible for obtaining any financing or other funding necessary to develop and construct the Facility.

Variable Interest Entity

In the event that the bidder or any of its affiliates is required to be consolidated as a Variable Interest Entity for purposes of the Company's or any of its affiliates' financial statements, the Company reserves the sole discretion to terminate the PPA without further liability or obligation. In addition, the bidder will covenant to take and/or refrain from taking certain specified actions to minimize the likelihood of such a consolidation, and the failure of the bidder to comply with such covenant will constitute an event of default.

Right of First Offer

The Company will have an exclusive right of first offer ("ROFO") with respect to any sale or transfer (either directly or indirectly) of the Facility or the ownership interests of the bidder in the Facility. The terms and conditions of the ROFO will be specifically set forth in the PPA.

Purchase Option

The Company may require a purchase option with respect to the Facility, the terms and conditions of which will be specifically set forth in the PPA.

Confidentiality

Appropriate confidentiality provisions will be included in the PPA. The bidder will also be required to execute a confidentiality agreement (see Attachment C) as part of a submission to the RFP whereby the bidder agrees (among other things) not to publicize or otherwise disclose to any other party its participation in the RFP, any information obtained through the RFP, or any portions of an actual or proposed PPA absent prior written consent of Company.

Attachment B: PPA - General Terms and Conditions

Monthly Administration Charge

Bidder will be required to pay a monthly administration charge of \$1000, which will be used to offset Company's costs of administering the PPA.

ATTACHMENT C: CONFIDENTIALITY AGREEMENT

Each bidder **MUST** provide a signed confidentiality agreement in the form set forth on the following pages.

February 1, 2022

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”), effective as of the ____ day of _____, 202__ (“Effective Date”), is entered into by and between Mississippi Power Company (“MPC”) and _____ (“Counterparty”). MPC and Counterparty are referred to individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, MPC has issued a Request for Proposal on February 1, 2022 (“RFP”) to solicit proposals for the supply of electric energy from renewable resources and environmentally specialized generating resources;

WHEREAS, Counterparty intends to submit a proposal in response to the RFP regarding a potential transaction for the supply of electric energy from an eligible resource to MPC (“Potential Transaction”);

WHEREAS, it is anticipated that the Parties will exchange confidential and proprietary information to one another relating to the RFP and the Potential Transaction, including for the purpose of developing and evaluating Counterparty’s proposal, and potentially to negotiate a Potential Transaction;

WHEREAS, the Parties have entered into this Agreement in order to assure the confidentiality of all information exchanged and discussions between them with regard to the RFP and the Potential Transaction and to prevent the disclosure of such information to third parties except as permitted herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, and with the intent to be legally bound hereby, the Parties hereby agree as follows:

1. **Confidential Information.** The term “Confidential Information” as used in this Agreement means the substance and content of: (i) all discussions between the Parties and their respective Representatives (as defined below) relating to the RFP or the Potential Transaction and all information ascertained through such discussions; (ii) any and all written, printed or other materials (regardless of form) previously or subsequently provided by either Party or its Representatives to the other Party or its Representatives relating to the RFP or the Potential Transaction; (iii) the fact that Counterparty is submitting a proposal in response to the RFP; and (iv) the fact that discussions and/or negotiations are taking place between the Parties concerning the RFP or the Potential Transaction. Confidential Information will include, but not be limited to, all marketing, operational, economic, or financial knowledge, information or data of any nature whatsoever relating to either Party that may have been or will be provided or disclosed in connection with the RFP or the Potential Transaction. Each Party will have

February 1, 2022

absolute discretion to determine what information it will provide to the other. Notwithstanding the foregoing, Confidential Information will not include the following:

- (a) information that at the time of disclosure by a Party (“Disclosing Party”) is publicly available or later becomes publicly available other than through a violation of this Agreement by the recipient (“Receiving Party”);
- (b) information that was in the Receiving Party’s possession prior to disclosure by the Disclosing Party;
- (c) information received by the Receiving Party from a third party who, to the best of the Receiving Party’s knowledge, did not acquire such information on a confidential basis either directly or indirectly from the Disclosing Party; or
- (d) information that was independently developed by or for the Receiving Party without violating its obligations under this Agreement.

Specific information will not be deemed to be within the foregoing exceptions merely because such information is embraced by more general information within such exceptions.

2. Disclosure of Confidential Information. Each Party agrees to keep confidential all Confidential Information provided by the other Party and its Representatives and will not, without the other Party’s prior written consent, disclose such Confidential Information to any third party, firm, corporation or entity; provided, however, that each Party will be entitled to disclose such information to its affiliates’ officers, employees, consultants, attorneys, agents, bankers and accountants (“Representatives”) as reasonably necessary for such Party or its affiliates to prepare a proposal in response to the RFP (in the case of Counterparty) and to evaluate, enter into and/or perform under the Potential Transaction; provided further, that each Party’s Representatives will comply with the terms and conditions of this Agreement, and each Party agrees to be responsible for any breach of this Agreement by its Representatives. In addition, without advance notice to Counterparty, MPC will be entitled to disclose any Confidential Information provided by Counterparty to the Mississippi Public Service Commission (“MPSC”) or to the Mississippi Public Utilities Staff (“Staff”), and to their respective employees, attorneys, and consultants, in MPC’s sole discretion, in furtherance of the evaluation of the Potential Transaction or any other proposal(s) submitted in response to the RFP by any other party, and in furtherance or support of any application that may be submitted to the MPSC as a result of the RFP. In complying with its confidentiality obligations under this Agreement, each Party will use the same means it uses to protect its own confidential and proprietary information (but in no event less than reasonable means) to prevent the disclosure and to protect the confidentiality of the Confidential Information provided to it.

February 1, 2022

3. Use of Confidential Information. Each Party will use the Confidential Information provided by the other Party only as follows:
- (a) Counterparty will use the Confidential Information provided by MPC only for the purpose of preparing its proposal in response to the RFP and in furtherance of a Potential Transaction.
 - (b) MPC will use the Confidential Information provided by Counterparty only for the purpose of evaluating Counterparty's proposal, which will include comparing Counterparty's proposal to other power supply options of MPC (including other proposals received in response to the RFP), consultations with the MPSC or Staff regarding proposals submitted, and the use of Counterparty's proposal in order to potentially select one or more of the proposals submitted in response to the RFP.

Neither Party will make any other use, in whole or in part, of any Confidential Information provided without the prior written consent of the other Party.

4. Return of Documents. Either Party may elect at any time to terminate further access to the Confidential Information. Each Party will, upon written request from the other Party, return or destroy (at Receiving Party's election) any and all Confidential Information received from such other Party, including all originals, copies, translations, notes, or any other form of said material, as well as any and all written, printed, or other material or information derived from the Confidential Information. To the extent a Party elects to destroy the Confidential Information, an appropriate officer of such Party will promptly provide written confirmation that the requirements of this Section have been satisfied.
5. Term. The obligations and commitments established by this Agreement will remain in full force and effect for four (4) years following the Effective Date or until such time as the Parties have entered into an agreement providing otherwise.
6. Nature of Information. The Parties each hereby accept the representations of the other Party that the Confidential Information of the other Party is of a special, unique, unusual, extraordinary, and intellectual character and that money damages would not be a sufficient remedy for any breach of this Agreement by it or its Representatives and that specific performance and injunctive or other equitable remedies for any such breach will be available to it. Each Party also acknowledges that the interests of the other Party in such Confidential Information may be irreparably injured by disclosure of such Confidential Information. The remedy stated above may be pursued in addition to any other remedies applicable at law or equity for breach of this Agreement. Should litigation be instituted to enforce any provision hereof, the Party that prevails will be entitled to recover from the other Party all associated costs, including reasonable legal fees. Neither Party will be liable for punitive, exemplary, consequential, incidental, or indirect damages under this Agreement.

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7. Governing Law. The validity and interpretation of this Agreement and the legal relations of the Parties to it will be governed by the laws of the State of Mississippi.
8. No Other Agreement. It is expressly understood that this Confidentiality Agreement is not and will not be construed as any form of a letter of intent or agreement to enter into the Potential Transaction or any other business arrangement. The sole purpose of this Confidentiality Agreement is to evidence each Party's agreement to maintain the confidentiality of the Confidential Information provided by the other Party and will not constitute any commitment or obligation on the part of either to enter into any specific contractual arrangement of any nature whatsoever. Each Party acknowledges and agrees that the other Party reserves the right to cease discussions and/or negotiations regarding the Potential Transaction at any time without liability or obligation and that each Party reserves the right to discuss, negotiate and/or enter into any transaction similar to the Potential Transaction with any other person or entity at any time and without prior notice to the other Party.
9. No Representation or Warranties. It is understood and agreed that a Party disclosing Confidential Information makes no representations or warranties under this Agreement as to the accuracy, completeness or fitness for a particular purpose thereof. It is further understood and agreed that neither Party nor its Representatives will have any liability or responsibility under this Agreement to the other Party or to any other person or entity resulting from the use of or reliance upon any information so furnished or otherwise provided. Neither this Agreement, nor the transfer of Confidential Information hereunder, will be construed as granting any license or rights to any information or data now or hereafter owned or controlled by a Party to the other and all such Confidential Information will remain the property of such Party. Notwithstanding the foregoing, the Disclosing Party represents and warrants that it may disclose the Confidential Information to the Receiving Party without breaching any contractual, legal, fiduciary or other obligation to any other person or entity.
10. No Waiver. Subject to applicable statutes of limitation, no failure or delay, in whole or in part, by either Party in exercising any right or power hereunder will operate as a waiver, full or partial, of such right or power.
11. Integration Clause. This Agreement embodies all of the understandings, and merges all prior discussions and writings, between the Parties concerning the subject matter hereof.
12. Assignment. This Agreement may not be assigned by a Party without the prior written consent of the other Party, such consent not to be unreasonably withheld. Upon any assignment made in compliance with this Section 12, this Agreement will inure to and be binding upon each assignee of the assigning Party. No assignment permitted hereunder will relieve the assigning Party of responsibility or liability in respect of any of the obligations assigned.

February 1, 2022

13. Amendments. No amendment, modification, or change to this Agreement will be enforceable unless reduced to writing and executed by both Parties.
14. Counterparts: Facsimile and Electronic Copies. This Agreement may be executed by facsimile or PDF (electronic copy) and in counterparts, all of which for all purposes will be deemed to be an original and all of which, taken together, constitutes one and the same instrument.

[The next page is the signature page.]

February 1, 2022

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date.

MISSISSIPPI POWER COMPANY

By: _____

Name: _____

Title: _____

COUNTERPARTY

By: _____

Name: _____

Title: _____

ATTACHMENT D: CONTRACTOR REQUIRED FORMS

- Contractor Compliance Background Certificate Form
- Contractor Statistical Data (Employee Modification Rate or EMR)
- Supplier Self-Certification Form

Contractor Compliance Background Certification Form

Southern Company is committed to conducting its business in accordance with high ethical standards and in compliance with all laws and regulations. We also expect our contractors to conduct themselves with honesty, integrity and fairness and with a commitment to legal compliance. Our compliance program requires that this Contractor Compliance Background Certification Form be completed and signed by an authorized representative of your company. For purposes of this form, “Southern Company” refers to Southern Company and any or all of its subsidiaries. The term “affiliated entity” refers only to those affiliated entities that may be a possible supplier of services or goods with Southern Company. Thank you for your cooperation and support.

1. At any time during the past five years has your company or an affiliated entity been the subject of an enforcement action or investigation (criminal, civil or administrative) that has resulted, or could result in a fine or penalty in excess of \$25,000 by a government agency focusing on the company’s compliance with laws or regulations including, but not limited to, employment, environmental, safety and health, antitrust, fraud and/or securities?
☐ Yes ☐ No. *If yes, please describe on a separate page and attach.*
2. At any time during the past five years has your company or an affiliated entity or any of their principals, been debarred, suspended, or proposed for debarment from doing business with the Federal Government, or otherwise been listed on the General Services Administration’s Excluded Parties List System (EPLS) which is now maintained in the System for Award Management (SAM.gov)?
☐ Yes ☐ No. *If yes, please describe on a separate page and attach.*
3. At any time during the past five years has your company or any affiliated entity, or their officers, principals or key employees been charged, indicted, arrested, convicted or entered a plea for the alleged commission of a crime, related to your company’s business, other than a traffic infraction?
☐ Yes ☐ No. *If yes, please describe on a separate page and attach.*
4. Do any of your products or materials contain “Conflict Minerals” which originated from the Democratic Republic of Congo and neighboring countries (“Covered Countries”)?
☐ Yes ☐ No. *If yes, please describe on a separate page and attach.*
5. At any time in the past five years has your Company or an affiliated entity or any of their principals been the subject of an enforcement action or investigation (criminal, civil or administrative) involving a failure to comply with all applicable immigration laws and regulations? Are you required by law to confirm the legal status of your employees using the U.S. Citizenship and Immigration Services’ (USCIS) E-Verify program and have failed to participate?
☐ Yes ☐ No. *If yes, please describe on a separate page and attach.*
6. Does your company use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are defined at 48 C.F.R. § 4.2101? For purposes of this question, “covered telecommunications equipment” includes (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) telecommunications or video surveillance services provided by such entities or using such equipment.; and (4) telecommunications or video surveillance equipment or services provided by an entity that the Secretary of Defense reasonably believes to be owned, controlled or connected to the government of a covered foreign country.
☐ Yes ☐ No. *If yes, please describe on a separate page and attach.*
7. Does your company acquire, import, transfer, or install Bulk Power System Regulated Equipment, as such term is defined in the United States Department of Energy, Prohibition Order Securing Critical Defense Facilities effective January 16, 2021, that has been manufactured or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of the People’s Republic of China? For purposes of this question, “Regulated Equipment” includes (1) power transformers with low-side voltage rating of 69 thousand volts (kV) or higher and associated control and protection systems like load tap changer, cooling system, and Sudden Pressure relay; (2) generator step up (GSU) transformers with high-side voltage rating of 69 kV or higher and associated control and protection systems like load tap changer, cooling system, and Sudden Pressure relay; (3) circuit breakers operating at 69 kV or higher; (4) reactive power equipment (Reactors and Capacitors) 69 kV or higher; and (5) associated software and firmware installed in any equipment or used in the operation of items listed in 1 through 4.
☐ Yes ☐ No. *If yes, please describe on a separate page and attach.*

8. If your company has a formal legal or ethics compliance program to assure that your employees adhere to applicable legal and regulatory requirements in the performance of their work, please describe on a separate page and attach.

If there is an occurrence of any of the types of circumstances described in items 1 through 5 subsequent to the date below, Contractor agrees to notify Southern Company's Compliance Office (complianceprogram@southernco.com) within ten (10) days of the occurrence. Contractor hereby certifies and acknowledges that the above responses are true, accurate, and complete and are material representations of fact upon which Southern Company will rely in consideration of Contractor as a possible supplier of services or goods. Southern Company may at any time before or after the award of a contract obtain investigative or credit reports that contain information about Contractor. These reports may contain: information found in public records, Contractor's commercial credit history, information about Contractor's general reputation in the industry (including with its current and past customers), and other types of information. Contractor consents to Southern Company (or a designated third party representative) obtaining such reports and hereby waives any claims against Southern Company (or its third party representative) if Southern Company refuses or ceases to do business with Contractor based on any information contained in these reports.

_____ Contractor's Name		_____ Contractor's Authorized Representative (Print Name)
_____ P. O. Box or Street Address		_____ Title
_____ City, State and Zip Code		_____ Signature
_____ Date	_____ Telephone No.	_____ Contractor's Federal Tax ID #

Contractor Statistical Data

Contractor's Name: _____

Address: _____

City, State & Zip Code: _____

Contact Name & Phone#: _____

1. List your firm's Interstate Experience Modification Rate (EMR) for the three most recent years and attach written verification from your Insurance Company.

<u>Year:</u>	<u>EMR:</u>
_____	_____
_____	_____
_____	_____

2. Please provide your Company's OSHA citation history for citations for the past five (5) years. Include the following information for each citation:

- a) Location
- b) Date
- c) Type Inspection
- d) Standard Cited
- e) Violation Type
- f) Current Status

Print Name: _____ **Title:** _____

Signature: _____ **Date:** _____

Federal Tax ID Number: _____

Supplier Self-Certification Form

Internal Use Only

Company Name (include DBA where appropriate)

Supplier # (SoCo ID)

Federal Tax ID

Primary NAICS Code

No. of Employees

CEO/Owner Name

Title

Headquarters Street Address

City

State

Zip

Mailing Address

City

State

Zip

Telephone Number

Facsimile Number

Alternate Number

E-mail Address

Website

Return completed form to:

ATTN:

Email:

FAX:

Mail:

Alabama Power Company, Georgia Power Company, and Mississippi Power Company ("Southern Company") are contractors with the Federal Government and therefore must comply with various Federal laws and regulations. These laws and regulations require that Southern Company obtain written representation from its subcontractors and suppliers regarding their size status. Please complete the following sections which Southern Company must maintain as part of its supplier diversity records. **If there are any changes to your size or status under any of the following sections you are required to inform Southern Company in writing no later than fifteen (15) days of the change.**

Please check ALL boxes below applicable to your business and remember more than one box may apply to your business.

For further clarification on small business eligibility, see the Small Business Size Regulations in the Code of Federal Regulations Title 13, Part 121.

- ☐ **Large Business (Other than a Small Business)** - A business concern that exceeds the small business size code standards established by the SBA in 13 CFR Part 121. ☐ Woman-Owned ☐ Veteran-Owned ☐ Service-Disabled Veteran ☐ Minority-Owned (MBE - Complete MBE section below)
- ☐ **A Small Business Concern** - A for profit business in the U.S. which meets the Small Business Administration (SBA) standards, generally under 500 employees for manufacturing and under \$7.5 Million in average receipts for most non-manufacturing. Size standards for each industry can be found on the NAICS Tables at <http://www.sba.gov/content/small-business-size-standards#>
- ☐ **Minority-Owned (MBE)** - A for profit business that is at least 51% owned by one or more of the following ethnic minorities who control the daily management of the business:
 - ☐ African American ☐ Native American ☐ Subcontinent Asian Americans ☐ Asian-Pacific American ☐ Hispanic American
 - ☐ Other (please specify) _____
- ☐ **A Small Disadvantaged Business Concern (SDB)** - A small business that is at least 51% owned by one or more socially and economically disadvantaged individual(s) whose net worth does not exceed \$750,000 exclusive of applicable exclusions such as primary personal residence as set forth in the Code of Federal Regulations (CFR), 13 CFR 124.103-104(c)(2).
- ☐ **A Woman-Owned Small Business Concern (WOSB)** - A small for profit business that is at least 51% owned by one or more women who control the daily management of the business.
- ☐ **A Veteran-Owned Small Business Concern (VOSB)** - A small for profit business concern at least 51% of which is owned by one or more veterans as defined in 38 U.S.C. 101(2) who control the daily management of the business **(please attach copy of Form DD214 or equivalent).**
- ☐ **A Service Disabled Veteran-Owned Small Business Concern (SDVOB)** - A small for profit business concern at least 51% of which is owned by one or more service-disabled veterans (defined in 38 U.S.C. 101(16)) who control the daily management of the business or in the case of a veteran with a permanent and severe disability the spouse or permanent caregiver of such service-disabled veteran **(please attach copy of Form DD214 or equivalent).**
- ☐ **A HUBZone Small Business Concern (SBA Certified)** - A small business currently certified by SBA as a HUBZone small business **(attach copy of certification).**

Council Certifications: *(attach copy of certification(s))*

- ☐ Certified by a National Minority Supplier Development Council (NMSDC) Affiliate as a MBE
- ☐ Certified by a Women's Business Enterprise National Council (WBENC) Affiliate as a WBE
- ☐ Certified by an organization other than NMSDC or WBENC

Under 15 U.S.C. 645(d), any person who misrepresents its size status may (1) be subject to a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

The undersigned individual affirms that he/she is the authorized representative of the above named business; is authorized to execute this certification on its behalf; and the above information is complete, accurate, and true. In addition, the undersigned understands that the information provided in this certification is subject to verification and further that the full and proper completion of this questionnaire is a condition of participation as a small and diverse supplier for Southern Company and its subsidiaries upon which Southern Company will rely in consideration of your business as a possible supplier of goods or services. The undersigned certifies to the best of its knowledge and belief, that it and/or any of its principals: (A) are not at present debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency; nor (B) have within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; or violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Name (Typed or Printed)

Title

Authorized Signature

Date

ATTACHMENT E: BIDDER'S QUESTIONNAIRE

Bidder's Questionnaire

All Bidders must supply the following information, as appropriate:

1. Please provide documentation of your company's previous experience relevant to the proposed project.

2. Please provide the following financial and credit information for your company and for your parent company (if applicable):
 - a. Annual reports and Form 10-K for the past three (3) years. If these documents are not available, then audited financial statements (including management discussion and analysis) for the last three (3) years will be accepted;
 - b. Credit rating of the bidder's senior debt securities; and
 - c. Any additional documentation needed to determine your company's financial strength and/or the strength of any corporate parents.

3. Please identify and describe any disputes in which the bidder or any of its affiliates has previously been involved with Mississippi Power or any of its affiliates (including all direct and indirect subsidiaries of The Southern Company). This list should identify any disputes that that were resolved informally between parties, as well as disputes that have previously been, or which currently are, the subject of a mediation or arbitration proceeding, or any other litigated proceeding before a court or other governmental authority.