

Appendix A Technical Specifications

97182 Advanced Meter Infrastructure (AMI) Consulting Services 2019

SCOPE OF WORK

The purpose of this Invitation to Negotiate (the "ITN") is to evaluate and select a vendor that can provide consulting services for a strategic roadmap for JEA to deploy an Advanced Meter Infrastructure (AMI) that helps achieve the strategic goals of implementing capabilities and services consistent with being a Smart City and a Smart Utility, and provide the best value to JEA (the "Work" or "Services"). "Best Value" means the highest overall value to JEA with regards to pricing, quality, design, and workmanship.

JEA is seeking a Smart Utility/Smart City consultant to assist with the development of a plan that will identify options concerning the current AMI and transition to a next-generation system. First the identification of JEA's current state and then the characterization of the future applicability and life cycle for each of the components (head end systems, collectors, concentrators, electric and water endpoints). Next, an assessment of the pricing structure of the current AMI contract as compared to the market for the current AMI vendor as well as competitors. Thirdly, a detailed technology assessment and cost projections for transitioning to an AMI that includes specific JEA criteria. Known criteria are to have an AMI that incorporates multiple communication protocols, including the current data transport modes, that enables the use of open standards and vendor-agnostic endpoints. Endpoints may be traditional smart electric and water meters or sensors such as those that provide supervisory information and command capabilities for JEA's electric and water/waste water distribution systems and other capabilities associated with a Smart Utility and Smart City applications. Such applications include:

- Automated Meter Reading- water and electric
- Meter Remote Connect and Disconnect- water and electric
- Meter Outage Management System
- Electric Distribution system monitoring and control
- Demand Response/ Home Energy Management System
- Distributed Generation
- Battery Storage
- Water Distribution system monitoring and control
- Waste Water Collection system monitoring and control
- Electric Vehicle Charging
- Street light monitoring and control
- Vehicle traffic monitoring
- Vehicle parking monitoring and notification
- Air Quality Monitoring
- Other capabilities

Deliverables Upon Award and Contract Execution

Consultant shall prepare a written report and Power Point presentation, that includes the below sections:

1. State of JEA's Current AMI System Component- future applicability and life cycle projection
2. JEA's Current AMI Contract Pricing Structure Assessment
3. Next Generation alternative AMI Assessments
 - a. Technologies required

- b. Data Transport modes
 - c. Head end systems required
 - d. End point availability
 - e. Application availability (see above list of application)
 - f. Projected Pricing structure
4. For each of the above listed applications, divided by each service and capability (“item”), the report shall list details of JEA’s current state, whether the item is desired by JEA and the possible benefits of the item. For the benefits, the focus shall be directed to the JEA Guiding Principles of Value:
- **Customer value**
What a customer expects to get in exchange for the price they pay
 - **Financial value**
The monetary value and risk profile, both today and tomorrow, of JEA as it relates to the City
 - **Community impact value**
Improving the quality of life through innovative and cost-effective service offerings, employee volunteerism and ambassadorship, relevant and timely communications, and support of economic development and job growth throughout JEA's service territory; foster a collaborative and respectful corporate culture that provides exceptional employee value to equip the JEA team to deliver outstanding service and value to its community
 - **Environmental value**
Ensuring a sustainable environment for future generations

JEA estimates that the final deliverable will be completed within 90 days of project award.

Appendix B - Minimum Qualification Form
#97182 Advanced Meter Infrastructure (AMI) Consulting Services 2019

GENERAL

THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED BIDDER BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW, AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION.

THE BIDDER MUST COMPLETE THE BIDDER INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCE REQUESTED. THE BIDDER MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM.

PLEASE SUBMIT VIA EMAIL TO: GARLJB@JEA.COM

RESPONDENT INFORMATION

COMPANY NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: _____

MINIMUM QUALIFICATIONS:

Respondent shall meet the following Minimum Qualifications to be considered eligible to submit a Response to this ITN. JEA reserves the right to ask for back up documentation to confirm the Respondent meets the requirements stated below. A Respondent not meeting all of the following criteria will have their Response rejected.

The Respondent must provide at least two (2) customer references for providing Smart City/Smart Utility and AMI Consulting Services as indicated in the scope of work of this Solicitation.

- ☐ Both Respondent references must have successfully completed Consulting Services within the past five (5) years and must have their customer base/citizenry located in the United States.
- ☐ Both Respondent references must be a utility that is engaged in the retail sale of electricity as one of its core business lines.

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The Respondent must not be compensated or otherwise have a relationship with any AMI vendor that would lead to a specific vendor being favored over any criteria other than JEA's best interests. Respondent must disclose any such relationship or compensation (past, present or future) with any AMI vendors.

The customer references will also be scored as described by the PAST/PERFORMANCE evaluation criterion below.

Please note, any Respondent whose contract with JEA was terminated for default within the last two (2) years shall have their Response rejected.

Description of Project and how the project/contract is similar to JEA's Technical Specifications

97182 APPENDIX B – RESPONSE FORM

Advanced Meter Infrastructure (AMI) Consulting Services 2019

The Respondent shall submit all documents via email to: Brooke Garland at: garljb@jea.com.

Company Name: _____

Company's Address _____

Phone Number: _____ FAX No: _____ Email Address: _____

BID SECURITY REQUIREMENTS

- ☒ None required
☐ Certified Check or Bond Five Percent (5%)

TERM OF CONTRACT

- ☒ One-Time Purchase
☐ Annual Requirements
☐ Other, Specify- Project Completion

SAMPLE REQUIREMENTS

- ☒ None required
☐ Samples required prior to Response Opening
☐ Samples may be required subsequent to Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

- ☒ None required
☐ Bond required 100% of Bid Award

QUANTITIES

- ☐ Quantities indicated are exacting
☒ Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.

INSURANCE REQUIREMENTS**Insurance required****PAYMENT DISCOUNTS**

- ☐ 1% 20, net 30
☐ 2% 10, net 30
☐ Other _____
☐ None Offered

Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES Advanced Meter Infrastructure (AMI) Consulting Services 2019	TOTAL BID PRICE
	TOTAL BID PRICE (Transfer from Appendix B - Response Workbook)	\$<<insert TOTAL BID PRICE here>>

☐ **I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public “as-is”.**

RESPONDENT CERTIFICATION

By submitting this Response, the Respondent certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Respondent Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Respondent also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.

We have received addenda _____

Handwritten Signature of Authorized Officer of Company or Agent _____ Date _____

_____ through _____

Printed Name and Title



PROCUREMENT SERVICES PROCEDURE: OS A0500 PS 120B Contractor Travel

TITLE: Travel Approval and Expense Reimbursement (Contractor)

CREATION DATE: May 26, 1988

REVISED: April 1, 2010

POLICY: JEA's travel requirements for contractors parallel the same travel guidelines in OS A0500 PS 120A for JEA Employee Travel. JEA is authorized to provide reimbursements for certain expenses incurred by a non-JEA employee upon the traveler meeting all the requirements stated in this procedure. The proper approval process must be followed for a non-JEA employee to travel and receive reimbursements for expenses incurred.

OBJECTIVES: Provide assistance to the non-JEA traveler in making travel arrangements and filing a travel claim for reimbursement of travel expenses occurred.

ASSIGNMENT: Director, Procurement Services is responsible for maintenance and implementation of this procedures. All using employees are responsible for compliance herewith.

PROCEDURE:

I. TRAVEL REQUESTS - Contractors must request approval for travel on official JEA business prior to commencement of travel. A Travel Request/Reimbursement Form is located in **Quest, Enabling Processes, Travel** and must be completed and submitted to the traveler's approving authority before travel begins.

II. GENERAL TRAVEL GUIDELINES

- A. **Constructive Point of Origin** - The application of the constructive point of origin regulation will ensure that the traveler travels the shortest reasonable distance on business. Travel shall be deemed to have begun at the usual place of business or residence, or the place where travel actually began, whichever is less.
- B. **Constructive Travel Time** is the time the traveler actually departs for his/her destination, or at the latest time the traveler could reasonably have departed in order to arrive at his/her destination in time to accomplish the official business, whichever is later. The same applies to the return back to the point of origin.
 - 1. Common Carrier (excluding rental automobile) Travel Time begins two hours prior to the time the traveler's conveyance actually departs.
 - 2. Motor vehicle (including rental automobile) Travel Time begins at the time travelers actually begin driving to their destination.
 - 3. If a traveler conducts personal business during official travel, the personal business shall be considered to have been conducted at the beginning or at the end of the travel.

C. Transportation

1. The traveler requesting approval to travel shall choose the most economical means of transportation, considering the nature of the business, the traveler's time, cost of transportation, meals, lodging and incidental expenses required.
2. Reimbursement shall be made only for travel performed over usually regularly traveled routes to the destination. When travel is by indirect route for the traveler's own convenience, reimbursement for expenses shall be based only on such charges as would have been incurred over the usually traveled route.
3. If the total miles from the departure point to destination exceeds 400 miles round trip, the mileage reimbursement for use of a private motor vehicle shall be limited to the lesser of:
 - a. IRS-authorized mileage rates described in Section 106.706 of the Ordinance Code, City of Jacksonville; or
 - b. the lowest airline common carrier coach fare available to the nearest airport plus IRS-authorized mileage rate per mile from the airport to the destination.

IV. AUTHORIZED EXPENSES

A. Airplane

1. Travel by Common Carrier shall be reimbursed at the lowest coach fare rate available (except that the first class rate is authorized if coach fare is not available). The Common Carrier shall complete The Certification of Unavailability of Coach Accommodation (Appendix A)
2. Reservations for a Saturday night stay over are encouraged if it results in a net savings after considering all incremental travel related expenses.
3. Reimbursement for rented aircraft shall be based on the hourly rental rate for the aircraft, including fuel, if the cost of renting the aircraft can be demonstrated to be less than the lowest available common carrier coach fare.
4. A copy of the ticket and itinerary must be submitted along with the expense statements.

B. Automobiles

1. If travel is by private automobile, reimbursement shall be based on IRS authorized mileage rate in existence at the time of travel. All mileage shall be completed from the constructive point of origin to the point of destination. Vicinity mileage incurred while driving on official business may also be reimbursed. Current mileage rates are listed on **Quest, Enabling Processes, Travel**.
2. No other reimbursement for expenses related to the operation, maintenance and ownership of a vehicle shall be allowed when a private motor vehicle is used on public business.

C. Car Rental

1. Rental cars shall be approved only if taxis or other means of transportation are less economical or otherwise impractical. Avis Car Rental is JEA's current rental car agency. Complete rental car information on **Quest, Enabling Processes, Travel**.
2. Every effort shall be made to coordinate travel so that travelers share a rental car and thereby eliminate multiple cars at the same location.
3. Travelers shall use the Compact (Class B) vehicles unless the number of passengers or the volume of equipment makes the compact class impractical.

4. Personal accident insurance purchased by the traveler will not be reimbursed by JEA.
5. A copy of itemized rental car charges will be made and submitted with the expense statement.

D. Lodging

1. Reasonable reimbursement will be made for the cost of overnight lodging when a traveler is away from his/her place of residence. Travelers shall select lodging which is the most economically available, consistent with the duties being performed.
2. Travelers will be reimbursed for a single room rate; double occupancy rates may be obtained if two travelers share a room.
3. An extended stay facility may be obtained, however the expense must be reasonable and the daily cost shall not exceed \$100 per night.
4. Travelers must document all lodging expenses with itemized statement and paid receipt from lodging facility. A copy of the receipt must be submitted with the expense statement.

E. Meals

1. IRS per diem rates vary from City to City. The maximum rate allowed for JEA travel is \$50 per day. You may travel in cities whose IRS per diem rates are less than JEA's per diem rates. If that is the case, the lesser rate applies. There are no meal reimbursements over the maximum JEA rate of \$50 unless travel is international. International travel is calculated at twice the JEA per diem rate of \$50.
2. Per diem is reimburseable as follows:
 - a. Breakfast - when Travel Time begins before 6:00 a.m. and extends beyond 8:00 a.m.
 - b. Lunch - when Travel Time begins before 12:00 noon and extends beyond 2:00 p.m.
 - c. Dinner - when Travel Time begins before 6:00 p.m. and extends beyond 8:00 p.m.
 - d. International Travel – for travel outside of the United States, the per diem rate is doubled to \$100 per day.
3. The maximum JEA per diem rate of up to \$50 will be paid for an entire day when Travel Time for that day begins before 6:00 a.m. and extends beyond 8:00 p.m. Lesser IRS rates apply if applicable to your travel city.
4. Per diem rates may not be claimed for meals (except those provided by common carrier transportation) made available without specific charge at a seminar, conference or training session.
5. Current per diem for various cities is located on **Quest, Enabling Processess, Travel.**

F. Telephone Calls

1. Communication expenses, necessary to conduct official JEA business shall be allowed as a reimbursable expense.
2. Personal long distance phone charges shall be allowed as a reimbursable expense when travelers must call family members, or caretakers for dependents, to tell of travel delays. Any other routine or non-emergency personal calls shall be at the expense of the traveler and shall not be reimbursed.
3. A receipt documenting the telephone charges shall be submitted with the Travel Expense Statement.

G. Incidental Transportation Expenses

The following expenses incidental to transportation of the traveler may be reimbursed:

1. Taxi fare
2. Ferry fares, bridge, rail and tunnel tolls
3. Storage and parking fees
4. Reasonable tips for transportation of baggage (not to exceed \$1.00 per bag per transfer/2 bags maximum). Receipts not required.

V. TRAVEL REIMBURSEMENT:

- A. JEA will reimburse the contractor in accordance with the payment terms and conditions as outlined in the company's contract or purchase order. All invoices must be submitted to Travel Services for auditing purposes. Once approved, the traveler's claim will be submitted to Accounts Payable for payment. A Direct Deposit form must be completed for payment. Form located on **Quest, Enabling Processes, Travel**.
- B. JEA will only reimburse the contractor for travel expenses that are documented with receipts submitted with the expense statement.
- C. The traveler's copy of the itinerary, ticket stubs, detailed paid hotel bill, rental car receipt, parking receipts, toll receipts, storage receipts, taxi receipts, telephone charges receipt, must accompany the request for reimbursement.

VI. DOCUMENTATION AND FORMS REQUIRED:

The Contractor's Travel Request/Reimbursement Form shall include, but not be limited to:

- A. Name of each traveler
- B. Destination of the traveler (place of departure and destination)
- C. Dates encompassed by the travel (the time & date of departure and the time & date of return)
- D. Each day of travel will be entered in a separate column/line. Items of travel applicable to that day will be entered on the appropriate column/line. The cost of transportation (air, rental car) may be entered on day 1 of the travel.
- E. Per diem or meal allowance will be claimed as provided in Section IV. E. of this document. Subsistence rates for eligible meals will be entered in the column/line of the day claimed.
- F. Traveler shall include the actual miles traveled on official business. Current IRS mileage rates may be viewed on **Quest, Enabling Processes, Travel**.
- G. All other expenses associated with travel are to be itemized and entered on the specific day incurred on the appropriate column/line of the form.
- H. A Direct Deposit form must be completed and submitted to Accounts Payable. A Direct Deposit Form is located on **Quest, Enabling Processes, Travel**.

SIGNED: _____ John P. McCarthy

EFFECTIVE DATE: _____ April 1, 2010

Revised: 6/25/07; 12/11/2001; 6/18/2001; 11/29/200

NON-DISCLOSURE AGREEMENT

Required under JEA's Confidential Information Protection Program

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is entered into this [REDACTED] day of [REDACTED] by and between JEA, located at 21 West Church Street, Jacksonville, Florida 32202 (the "Discloser"), and [REDACTED] with an address at [REDACTED] (the "Recipient") (hereafter Discloser and Recipient shall be referred to as the PARTIES}.

WHEREAS, the Recipient desires to work with the discloser and/or view [REDACTED] documents regarding [REDACTED] (the "Transaction"); and

WHEREAS, the discloser is required by its internal policies, state and federal laws, rules, regulations or standards to ensure that sensitive and confidential information is protected and not disclosed to the public;

WHEREAS, the Parties have entered into a transaction related to the [REDACTED]. The terms of those agreements are incorporated herein.

JEA & Florida State Sunshine Application – JEA is a publicly owned utility and all official information sharing is governed by Florida Sunshine Laws. The Florida Sunshine law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida. However, as per the Florida Sunshine Law, certain information that could impact safe and secure operation is exempt which includes information classified and protected under federal regulatory standards such as NERC CIP, HIPAA, FCRA, and FACTA. Section 119.0713(4)(a), 5(a), F.S. govern any local government agency exemptions from inspection or copying of public records and exempts certain information including Security measures, systems, or procedures from public disclosure including –

- I. Information related to the security of the technology, processes, or practices of a utility owned or operated by a unit of local government that are designed to protect the utility's networks, computers, programs, and data from attack, damage, or unauthorized access, which information, if disclosed, would facilitate the alteration, disclosure, or destruction of such data or information technology resources.
- II. Information related to the security of existing or proposed information technology systems or industrial control technology systems of a utility owned or operated by a unit of local government, which, if disclosed, would facilitate unauthorized access to, and alteration or destruction of, such systems in a manner that would adversely impact the safe and reliable operation of the systems and the utility.
- III. Results of periodic internal audits and evaluations of the security program for an agency's data and information technology resources are confidential and exempt.

This agreement applies to disclosure of the protected information that is exempt from Florida Sunshine Law disclosure and in no shape or manner would this agreement supersede the provisions of Florida Sunshine Law.

NOW THEREFORE, in consideration of moving forward with the Transaction, the Recipient and the
Revised January 29th, 2019

Discloser agrees as follows:

1. **Definition of Confidential Information.**

For purposes of this Agreement, “**Confidential Information**” means any data or information that is proprietary to the Parties and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including but not limited to:

- a. the documents described in the Whereas clause above;
- b. Critical Infrastructure Information (CII) or Bulk Electric System Information (BCSI) or Security Sensitive Information (SSI) classified by JEA
- c. Protected Health Information in both physical and electronic form (PHI and ePHI)
- d. Personal Identifiable Information (PII)
- e. any protected, non-public information concerning the design or operation of present or future critical infrastructure;
- f. any information that could be used to compromise or expose the vulnerability of the Parties Cyber systems, processes, programs data, communications, energy and operations systems or structures;
- g. any Copyright application code, source code, technical design (not released for open use), trade secret, scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- h. any computer software, source code, object code, flow charts or databases; and
- i. any other information that should reasonably be recognized as sensitive or confidential information of the Recipient or the disclosing party.

Confidential Information shall not include information required to be disclosed in a judicial or administrative proceeding, or otherwise required to be disclosed by law or regulation, although the requirements of paragraph 6 hereof shall apply prior to any disclosure being made.

2. **Prohibition on Disclosure of Confidential Information.**

The Parties will:

- a. limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively “Representatives”) who have a need to know such Confidential Information in connection with the Transaction, and only for that purpose;
- b. keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and
- c. not disclose any Confidential Information received to any third parties (except as otherwise provided for herein).

The Recipient shall provide the Discloser with original signed copies of all of the Acknowledgements required under the preceding paragraph. The Parties shall be responsible for any breach of this Agreement by any of their respective Representatives.

3. **Use of Confidential Information.** The Parties agree to use the Confidential Information solely in connection with the Transaction and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Parties. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Parties hereunder. Title to the Confidential Information will remain solely with the Party. All use of Confidential Information by the Parties shall be for the benefit of the Parties and any modifications and improvements thereof by the

Recipient shall be the sole property of Discloser. Notwithstanding the foregoing, Confidential Information shall include any proprietary records created in the course of the Recipient's course of engagement such as customized code, configuration, flowcharts or project data that was specifically designed to meet the needs of the Discloser.

The Parties agree to ensure that all copyright products, such as source codes, system design data/architecture, and other proprietary information, disclosed during the engagement is protected from any misuse, alteration, modification, sharing, or transfer to any party without express permission of the Discloser. Such data is provided for the sole use of the Parties, and limited for the use under this agreement.

4. **Obligations of Receiving Party.**

- a. **No Use.** The Receiving Party agrees not to use the Confidential Information in any way, or to manufacture or test any product embodying Confidential Information, except for the purpose set forth above.
- b. **No Disclosure.** The Receiving Party agrees to use the same degree of protection it uses for its own trade secret information, and in no event less than reasonable efforts, to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than the Receiving Party's employees having a need for disclosure in connection with the Receiving Party's authorized use of the Confidential Information.
- c. **Protection of Secrecy.** The Receiving Party agrees to take all steps reasonably within its control to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.
- d. **No Duplication.** The Receiving Party shall not duplicate Confidential Information furnished in tangible form except for purposes of this Agreement.
- e. **Return of Information.** on a Party's request, the other Party shall return all Confidential Information of the requesting Party, except for that portion of such Confidential Information that may be found in analyses prepared by, or for, the returning Party (collectively, "Analyses"), and the returning Party and its Representatives shall not retain any copies of such Confidential Information except the returning Party may retain one copy of the Confidential Information as needed to comply with applicable law and/or returning Party's record retention policies. The Confidential Information retained by the returning Party, the portion of Confidential Information that may be found in Analyses prepared by, or for, the returning Party, and any Confidential Information furnished by the requesting Party not so requested or returned, will be held by the returning Party and kept subject to the terms of this Agreement or destroyed.

5. **Limits on Confidential Information.** The obligations and restrictions imposed by this Agreement will not apply to any information that:

- a. The **Recipient** can demonstrate was already known to the **Recipient** prior to the disclosure by the Discloser; or,
- b. has become publicly known through no wrongful act of the **Recipient**; or,
- c. was received by the **Recipient** without breach of this Agreement from a third party without restriction as to the use and disclosure of the Discloser's Confidential Information; or,
- d. was independently developed by the **Recipient** without use of the Discloser's Confidential Information; or
- e. was ordered to be publicly released by the requirement of a government agency. In this regard, the Parties understand that the Discloser is subject to Florida's Public Records Act, Chapter 119, Florida Statutes, and that section 1004.22, Florida Statutes, provides limited protection of documents received by the Discloser.

6. **Compelled Disclosure of Confidential Information.**

- a. The Recipient may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Recipient promptly notifies, to the extent practicable.
- b. The Recipient agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, with respect to any such request for a protective order or other relief to preserve the confidentiality of the Confidential Information.
- c. Notwithstanding the foregoing, if the Discloser is unable to obtain or does not seek a protective order and the Recipient is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

7. **Term.**

- a. This Agreement shall remain in effect for a two-year term (subject to a one year extension if the parties are still discussing and considering the Transaction at the end of the second year) or the term of the contract, whichever is greater.
- b. Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

8. **Remedies.**

- a. The Parties acknowledge that the Confidential Information is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information could cause irreparable harm to the Party and the general public.
- b. Therefore, the Parties shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity.
- c. The Discloser shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief.

The Recipient further acknowledges that the unauthorized disclosure of certain information pertaining to “Critical Assets” or “Critical Infrastructure” may constitute a violation of state and federal law.

9. **Return of JEA Confidential Information.**

The Recipient shall immediately return and redeliver to the other all tangible material embodying the JEA Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials (“Notes”) (and all copies of any of the foregoing, including “copies” that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any JEA Confidential Information, in whatever form of storage or retrieval, upon the earlier of –

- I. the completion or termination of the dealings between the parties contemplated hereunder; or
- II. the termination of this Agreement; or
- III. at such time as JEA may so request; provided however that the Recipient may retain such of its documents as is necessary to enable it to comply with its statutory document retention policies.

Alternatively, the Recipient, with the written consent of JEA may (or in the case of Notes, at the Recipient’s option) immediately destroy any of the foregoing embodying JEA Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Recipient supervising the destruction). JEA reserves the right to require evidence supporting such an activity.

10. **Notice of Breach.** The Recipient shall notify the Discloser immediately upon discovery that any Confidential Information has been communicated or distributed to any unauthorized person or entity and will cooperate with efforts by the Discloser to help the Discloser regain possession of Confidential Information and prevent its further unauthorized use.

11. **No Warranty.**

The Discloser shall have no liability to the Recipient or the Representatives resulting from any use of the Confidential Information. The Discloser shall have sole responsibility for providing the Confidential Information necessary for Recipient to perform its obligations under the parties’ Agreements.

12. **Miscellaneous.**

- a. This Agreement:
 - i. is the complete agreement of the parties concerning the subject matter hereof and supersedes any prior such agreements with respect to further disclosures on such subject matter;
 - ii. may not be amended or in any manner modified except in writing signed by the parties;
 - iii. shall be governed and construed in accordance with the laws of the State of Florida without regard to its conflict of law provisions; and
 - iv. shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and designees.

- b. The Federal and state courts located in Duval County, Florida shall have sole and exclusive jurisdiction over any disputes arising under this Agreement. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein. Any failure by the Discloser to enforce the strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- c. Any notices required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above. All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

JEA

Recipient

By _____
Name:
Title:

By _____
Name:
Title:

Exhibit A to JEA Non-Disclosure Agreement

**ACKNOWLEDGEMENT OF DUTY NOT TO DISCLOSE JEA CONFIDENTIAL
INFORMATION**

I, _____, certify that I have been advised by the company named below (the "Company") of my obligation to protect all data or information I receive that is proprietary to JEA and not generally known to the public, including but not limited to:

- information concerning the location, design or operation of JEA's present or future utilities infrastructure;
- information that could be used to compromise or expose the vulnerability of JEA utility systems, processes or programs;
- any data, communications, energy and operations systems or structures;
- any JEA trade secret, scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- any JEA computer software, source code, object code, flow charts or databases; and
- any other JEA Confidential Information that should reasonably be recognized as sensitive or confidential information of JEA.

I understand that I may not copy, email, sell or otherwise disclose any of this sensitive or confidential information of JEA or remove it from my work facility.

Except as stated below on this Acknowledgement, I am not aware of any circumstances whereby such confidential data has been improperly used or disclosed by me or the Company.

Signature of the individual identified above

Date

Name of Company Disclosing the JEA Confidential Information
to the individual identified above.

The above signature was witnessed in person by:

Signature of Witness

Date