

## **APPENDIX A – TECHNICAL SPECIFICATIONS ITN 97542 EXECUTIVE COACHING**

### **Scope of Work (ITN)**

JEA is seeking consulting services to provide Executive Level Coaching to JEA's Senior Leadership Team (SLT) as well as some limited high potential Directors/Managers in formal development processes. The selected contractor will provide services including but not limited to:

- Conduct Executive Leadership *coaching* sessions and provide *coaching*, feedback and/or strategy discussions to Agency personnel by phone, on-line and/or in person to help participant(s) identify critical success factors, identify strengths and weaknesses, and develop personal action plans.
- Provide a diverse pool of executive/business coaches that are International Coaching Federation (ICF) certified. The agency requires business coaching that focuses on aligning individual and organizational goals to optimize mission results.
- Provide coaching, feedback and/or strategy discussions to Agency personnel by phone, on-line and/or in person to help participant(s) identify critical success factors, identify strengths and weaknesses, and develop personal action plans.

### **Expected Outcome includes but are not limited to:**

- Heightened self-awareness.
- Improved self-regulation.
- Higher levels of empathy.
- Boost in cognition at work.
- Increased levels of motivation.
- Better social skills.
- Improved leadership abilities.

### **Background**

JEA owns, operates and manages the electric system established by the City of Jacksonville, Florida in 1895. In June 1997, JEA also assumed operation of the water and sewer system previously managed by the City. JEA is located in Jacksonville, Florida, where we proudly serve an estimated 470,000 electric, 351,000 water and 274,000 sewer customers. JEA is Florida's largest community owned utility and the eighth largest municipal in the United States.

### **Technical Requirements**

The regularly scheduled developmental sessions make up the Coaching stage of the process. These meetings between coach and executive typically occur one (1) to three (3) times per month over the course of three (3) to twelve (12) months, depending on the nature of the assignment. These sessions should be predominantly face-to-face. However, depending on schedules and location, supplementary communications by phone and email may also occur. The coaching method and interactions that occur will of course vary by each situation, the style and philosophies of the coach and the chemistry between the coach and executive

The Respondent's response should include your approach to provide the services described in the Scope of Work. Provide types of coaching and classes available for the scope of services to accomplish the required objectives. Provide the following additional information:

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- Ideas for improvement – reviewing assessment feedback, discussion of past successful or unsuccessful efforts for improvement and providing support for exploring new behaviors.
- Role-playing – practicing and experimenting with possible responses to anticipated situations to polish skills and build comfort with new behaviors.
- Solving problems – stimulating creative problem solving by asking probing questions and partnering in brain storming solutions to real work challenges.
- Visioning – helping the executive envision what successful behavior looks like.
- Strategies for building support – increasing chances of success by identifying ways of enlisting support from colleagues regarding desired change and continued feedback as new behaviors are put into practice.

**The price on the Appendix B – Response Form should include:**

- Three (3) month Leader coaching - (weekly meetings/coaching sessions)
- Three (3) month Senior Leader executive coaching – (weekly meetings/coaching sessions)
- Six (6) month Leader coaching (begin with minimum of weekly meetings/coaching sessions, could taper off to every other week after first two months).
- Six (6) month Senior Leader executive coaching ( begin with minimum of weekly meetings/coaching sessions, could taper off to every other week after first two months)
- Additional extensions of meetings as needed (provide hourly rate)

**APPENDIX B - MINIMUM QUALIFICATION FORM  
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**GENERAL**

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

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

**RESPONDENT INFORMATION**

COMPANY NAME:\_\_\_\_\_

BUSINESS ADDRESS:\_\_\_\_\_

CITY, STATE, ZIP CODE:\_\_\_\_\_

TELEPHONE:\_\_\_\_\_

FAX:\_\_\_\_\_

E-MAIL:\_\_\_\_\_

PRINT NAME OF AUTHORIZED REPRESENTATIVE:\_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE:\_\_\_\_\_

TITLE OF AUTHORIZED REPRESENTATIVE:\_\_\_\_\_

**MINIMUM QUALIFICATIONS:**

The Respondent shall meet the following Minimum Qualifications to be considered eligible to submit a Response to this ITN. **A Minimum Qualification Form which is required to be submitted with the Response Form is provided in Appendix A of this ITN.**

It is the responsibility of the Respondent to ensure and certify that it meets the Minimum Qualifications stated below. **JEA reserves the right to ask for additional back up documentation or additional reference projects to confirm the Respondent meets the requirements stated below.** A Respondent not meeting all of the following criteria may have their Response rejected:

- Respondent must have International Coaching Federation (ICF) certification and provide a copy of the certification with the ITN Response.

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- The Respondent shall provide two (2) account references for work similar to the services described in the scope of work for this ITN. References should cover work within the last three (3) years ending May 31, 2019.
  - A similar account is defined as **Executive Coach services** as described in the Technical Specifications stated herein.
  - The account references on the Minimum Qualifications Form must include the reference company name, contact person, phone number, email address and a summary of the scope of work provided. JEA will contact and verify the account references.

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

**Please provide the reference verification information requested below pertaining to this solicitation.**

**1. REFERENCE**

Reference Name \_\_\_\_\_

Reference Phone Number \_\_\_\_\_

Reference Company Name \_\_\_\_\_

Address of Work \_\_\_\_\_

Reference E-Mail Address \_\_\_\_\_

Dates of Work/\$ Amount \_\_\_\_\_

Description of Work \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**2. REFERENCE**

Reference Name \_\_\_\_\_

Reference Phone Number \_\_\_\_\_

**APPENDIX B - MINIMUM QUALIFICATION FORM**  
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Reference Company Name \_\_\_\_\_

Address of Work \_\_\_\_\_

Reference E-Mail Address \_\_\_\_\_

Dates of Work/\$ Amount \_\_\_\_\_

Description of Work \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX B - RESPONSE FORM  
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**RESPONDENT INFORMATION:**

COMPANY NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

NAME & EMAIL OF CONTACT: \_\_\_\_\_

WEBSITE: \_\_\_\_\_

**RESPONDENT MUST COMPLETE THE FOLLOWING INFORMATION AND RETURN THIS FORM  
VIA EMAIL TO SHEREA HARPER AT [HARPSB@JEA.COM](mailto:HARPSB@JEA.COM) .**

**QUOTATION OF RATES (30 POINTS)**

Respondent shall provide a schedule of rates for the Contract by completing the enclosed Response Form. These rates provided shall be all-inclusive and shall include all profit, taxes, travel, benefits, and all other overhead items. Any mandatory third party fees or surcharges shall not be included in the quoted rates below and shall be invoiced as individual line items. **The total extended price, package prices and individual pricing will be firm for the quoted engagement. Please note, that the Respondent's total price cannot be increased during the BAFO process. ANY MODIFICATIONS, EXCEPTIONS, OR OBJECTIONS CONTAINED WITHIN THE PROPOSAL FORM MAY SUBJECT THE PROPOSAL TO DISQUALIFICATION.**

THREE MONTH LEADER COACHING \$ \_\_\_\_\_

\*(weekly meetings/coaching sessions)

THREE MONTH SENIOR LEADER EXECUTIVE COACHING \$ \_\_\_\_\_

\*(weekly meetings/coaching sessions)

SIX MONTH LEADER COACHING \$ \_\_\_\_\_

\*(begin with minimum of weekly meetings/coaching sessions, could taper off to every other week after first two months)

SIX MONTH SENIOR LEADER EXECUTIVE COACHING \$ \_\_\_\_\_

\*(begin with minimum of weekly meetings/coaching sessions, could taper off to every other week after first two months)

ADDITIONAL EXTENSION OF MEETINGS AS NEEDED \$ \_\_\_\_\_

(provide hourly rate)

\*A more detailed description of the Work is provided in the Technical Specifications included as **Appendix A** to this ITN.

**APPENDIX B - RESPONSE FORM  
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**PROFESSIONAL EXPERIENCE AND LOCATION (30 POINTS)**

The Respondent shall provide the resumes of the professional staff to be assigned to the JEA engagement. The resumes provided shall identify the Senior Level Consultant. At a minimum, the resume shall present the employee's name, title, years of service with the Company, applicable professional registrations, education, and work experience. The Resume must identify the experience conducting management coaching. The Resume shall also identify the individual's home office and the driving distance of this home office from JEA Headquarters (21 West Church Street, Jacksonville, FL 32202). **The resume shall be one page in length. If a multiple page resume is submitted, only the information contained on the first page will be evaluated by JEA. Additionally, no more than one (1) resume will be evaluated.**

**PAST PERFORMANCE/COMPANY EXPERIENCE (10 POINTS)**

The two (2) account references provided in the Minimum Qualifications section that JEA deems to meet the requirements as written for this ITN, will be scored for points in this section. JEA will contact the references listed. Include at a minimum:

- Name and contact information of the client
- Description of project scope
- Beginning and ending dates

**ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE PROJECT REQUIREMENTS (30 POINTS)**

Describe in your own format the Respondent's approach to provide the services described in the Scope of Work. Provide types of coaching and classes available for the scope of services to accomplish the required objectives.

Provide the following additional information:

**Methodology**

1. Describe the Respondent's understanding of the requirements of this solicitation, and its ability, approach and/or plan. The regularly scheduled developmental sessions make up the Coaching stage of the process. These meetings between coach and executive typically occur one (1) to three (3) times per month over the course of three (3) to twelve (12) months, depending on the nature of the assignment. These sessions should be predominantly face-to-face. However, depending on schedules and location, supplementary communications by phone and email may also occur. The coaching method and interactions that occur will of course vary by each situation, the style and philosophies of the coach and the chemistry between the coach and executive. Despite these variations, the following are some themes that can be addressed during these sessions:
  - Ideas for improvement – reviewing assessment feedback, discussion of past successful or unsuccessful efforts for improvement and providing support for exploring new behaviors.

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- Role-playing – practicing and experimenting with possible responses to anticipated situations to polish skills and build comfort with new behaviors.
  - Solving problems – stimulating creative problem solving by asking probing questions and partnering in brain storming solutions to real work challenges.
  - Visioning – helping the executive envision what successful behavior looks like.
  - Strategies for building support – increasing chances of success by identifying ways of enlisting support from colleagues regarding desired change and continued feedback as new behaviors are put into practice.
2. Describe your company’s idea for helping executives deal with time management issues so they can prioritize their work strategically – thereby making them proactive rather than reactive.
3. Describe your company’s strategies for helping the executives to gain self-awareness, clarify goals, achieve their development objectives, unlock their potential, and act as a sounding board.

**Please use your own form for this section. The approach to consulting services is limited to a maximum of five (5) pages.**

**\_\_\_\_\_ 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’s Certification**

By submitting this Response, the Respondent certifies (1) that it has read and reviewed all of the documents pertaining to this ITN and agrees to abide by the terms and conditions set forth therein, (2) that the person signing below is an authorized representative of the Respondent, and (3) that the Respondent is legally authorized to do business and maintains an active status in the State of Florida. The Respondent certifies that its recent, current, and projected workload will not interfere with the Respondent’s ability to work in a professional, diligent and timely manner.

The Respondent certifies, under penalty of perjury, that it holds all licenses, permits, certifications, insurances, bonds, and other credentials required by law, contract or practice to perform the Work. The Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.

We have received addenda \_\_\_\_\_ through \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Officer of Respondent or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Phone Number



## 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.

APPENDIX C – NON-DISCLOSURE AGREEMENT (NDA)  
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NOW THEREFORE, in consideration of moving forward with the Transaction, the Recipient and the 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

APPENDIX C – NON-DISCLOSURE AGREEMENT (NDA)  
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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:

APPENDIX C – NON-DISCLOSURE AGREEMENT (NDA)  
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- 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'

APPENDIX C – NON-DISCLOSURE AGREEMENT (NDA)  
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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

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- 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

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